



**CITY OF ALPINE**  
**WORKSHOP & REGULAR CITY COUNCIL MEETING**  
**March 3, 2026 – 5:30 PM**

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

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

- A. Workshop Discussion: Review, Refinement, and Direction Regarding Proposed Amendments to the City of Alpine Home-Rule Charter, Including Scope, Language, and Timeline for Potential Placement on the November 3, 2026 Uniform General Election Ballot. (H. Arredondo, City Manager)

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

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

3. **PUBLIC COMMENTS.**

*Each person in attendance who desires to speak to the City Council on an item on the agenda shall speak during this section. A Public Comment Card must be filled out and turned in to the City Secretary at least 5 minutes prior to the start time of the meeting. The Public Comment Card may be filled out at [www.cityofalpine.com/councilcomments](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 reading of Ordinance 2026-03-01, an Ordinance Approving Rezone Application 2026-03-01; Amending the Official Zoning Map of the City by Rezoning the Property Located at 707 E. Ave F and Legally Described as the South 69.44 Feet of Lots Six (6) and Seven (7), Block Twenty-Five (25), Hancock Addition (South of the Railroad) to the City of Alpine, Brewster County, Texas, as the Same Appears in Plat Envelope No. 112 on File in the Office of the County Clerk of Brewster County, Texas, Save and Except the East 17.3' of Lot 6 Deeded by F.E. Weyerts to the City of Alpine, Texas, for Street or Highway Purposes, Dated August 30, 1947, Recorded in Volume 111, Page 380, Deed Records of Brewster County, Texas; Rezoning the Subject Property from R-2 Two-Family District to C-1 Neighborhood Commercial District; Providing Findings of Fact, Repealer, Severability, Effective Date, Proper Notice, and Hearing Clauses.

- B. Public Hearing to obtain citizen views and comments regarding Variance 2026-02-01, a variance which would allow the applicant, Nancy L. Whitlock, to establish a variance to the setback requirements of the subject property. The acceptable setback is typically 25 feet from a structure to the property line. This variance would allow the subject property 0 feet of setback from the structure to the property line, which typically does not meet the requirements for a residential lot under the City's Code. The nonconforming subject in question was established prior to adoption of the City's Code and setback requirements. The subject property is located at 407 S. 6th Street and is legally described as Block 76, Lots 2, Original Town to the City of Alpine, Brewster County, Texas. The property owner of record is Nancy L. Whitlock. The property ID of the subject property is 12250. The current zoning classification of the property is R-3 Apartment District. If the variance is approved, the zoning classification of the subject property will remain R-3 Apartment District.
- C. Public Hearing to obtain citizen views and comments regarding Variance 2026-02-02, a variance which would allow the applicants, David Collier and Gregory O'Neal, to establish a variance to the setback requirements of the subject property. The acceptable setback is typically 25 feet from a structure to the property line. This variance would allow the subject property 0 feet of setback from the structure to the property line, which typically does not meet the requirements for a residential lot under the City's Code. The nonconforming subject in question was established prior to adoption of the City's Code and setback requirements. The subject property is located at 202 W. Gallego Ave and is legally described as Block 76, Lots 6-8, East 42 of Lots 6, 7, and 8, Original Town to the City of Alpine, Brewster County, Texas. The property owner of record is David Collier and Gregory O'Neal. The property ID of the subject property is 12255. The current zoning classification of the property is R-4 Mixed Residential District. If the variance is approved, the zoning classification of the subject property will be R-4 Mixed Residential District.

5. **PUBLIC PRESENTATIONS.**

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

6. **CHANGES TO POSTED AGENDA.**

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

- A. **Items to be continued or withdrawn.** Items may be continued to the next City Council meeting or withdrawn from consideration during this agenda. Items to be continued or withdrawn require a motion, a second, and a majority vote.
- B. **Items to be removed from the Consent Agenda for separate discussion.** Items may be withdrawn from the consent agenda by a simple request by the Mayor or any City Council member. Items removed from the consent agenda will be considered in the *Items Removed from the Consent Agenda* portion of the meeting directly after approval of the items not

requiring separate discussion.

- C. **Action items to be added to the consent agenda.** Adding action items to the consent agenda must be requested by the Mayor or any City Council member and requires a motion, a second, and a majority vote.
- D. **Time-Sensitive Items.** The Mayor, any City Council Member, or a member of City Staff may, by simple request, ask that time-sensitive items be considered during that section.

7. **TIME SENSITIVE ITEMS.**

8. **CONSENT AGENDA.**

- A. Approval of the February 17, 2026 Regular Meeting Minutes. (G. Calderon, City Secretary)

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.*

11. **INFORMATION OR DISCUSSION ITEMS.**

- A. Discussion, presentation, and possible direction regarding updates to water and wastewater infrastructure projects, related Capital Improvement Projects, and potential funding opportunities, including a report from Jacob | Martin Engineering. (H. Arredondo, City Manager)
- B. Discussion regarding City Council goals, priorities, and strategic direction, including budget priorities and considerations to guide City operations and financial planning. (H. Arredondo, City Manager)
- C. Discussion regarding the upcoming expiration of the Alpine Country Club lease and discuss renewal options to renew the lease ahead of the June 2026 expiration date. (H. Arredondo, City Manager)
- D. Discussion and Direction Regarding Strategic Capital Improvement and Community Health Projects for Potential Inclusion in the Rural Texas Strong Funding Application Under the Federal “Big Beautiful Bill.” (C. Eaves, Mayor)
- E. Discussion regarding the Texas Workforce Commission Summer Youth Program and potential City participation as a worksite employer to provide supervised work experience opportunities for local youth. (H. Arredondo, City Manager)
- F. Discussion regarding potential collaboration between the City of Alpine and Alpine Independent School District for grant funding, joint use, and improvements to the Historic Manuel Payne Field located in Kokernot Park. (H. Arredondo, City Manager)
- G. Discussion regarding the adoption of an official City of Alpine logo reflecting the City’s identity as the Heart of the Big Bend Dark Sky Reserve and authorizing its use for official

municipal purposes. (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 reading of Ordinance 2026-03-01, an Ordinance Approving Rezone Application 2026-03-01; Amending the Official Zoning Map of the City by Rezoning the Property Located at 707 E. Ave F and Legally Described as the South 69.44 Feet of Lots Six (6) and Seven (7), Block Twenty-Five (25), Hancock Addition (South of the Railroad) to the City of Alpine, Brewster County, Texas, as the Same Appears in Plat Envelope No. 112 on File in the Office of the County Clerk of Brewster County, Texas, Save and Except the East 17.3' of Lot 6 Deeded by F.E. Weyerts to the City of Alpine, Texas, for Street or Highway Purposes, Dated August 30, 1947, Recorded in Volume 111, Page 380, Deed Records of Brewster County, Texas; Rezoning the Subject Property from R-2 Two-Family District to C-1 Neighborhood Commercial District; Providing Findings of Fact, Repealer, Severability, Effective Date, Proper Notice, and Hearing Clauses. (H. Arredondo, City Manager)
- B. Approve the first reading of Ordinance 2026-03-02, an ordinance amending Chapter 26 – Civic and Cultural Affairs and Facilities of the Alpine Code of Ordinances; Establishing Article IV – Alpine Public Library; Recognizing the Alpine Public Library as a Core Civic and Cultural Institution; Exempting the Alpine Public Library from the Community Services Grant Program; Authorizing Annual Consideration of funding through the City's budget process; Providing Findings of Fact; Providing for Inclusion in the Code of Ordinances; Providing a Cumulative clause; Providing a Severability Clause; Providing for Proper Notice and Meeting; And Providing an Effective Date. (H. Arredondo, City Manager)
- C. Approve Resolution 2026-03-01, a resolution approving the ratification of the City Manager's submission of a grant application to the Office of National Drug Control Policy for the High Intensity Drug Trafficking Areas Program (Assistance Listing 95.001), Program Fiscal Year 2026, in the requested amount of \$191,773.00. (H. Arredondo, City Manager)
- D. Approve Resolution 2026-03-02, a resolution Expressing Support for Freight Rail as a Critical Component of the National Transportation System and Authorizing Participation in a Joint Letter to the Texas Congressional Delegation Regarding the Upcoming Surface Transportation Reauthorization. (H. Arredondo, City Manager)
- E. Approve Resolution 2026-03-03, a resolution Expressing Concern Regarding Proposed Construction of a Physical Border Wall in the Big Bend Region and Affirming the Importance of the Rio Grande, Big Bend National Park, and Big Bend Ranch State Park to the Region's Economic, Environmental, and Cultural Well-Being. (H. Arredondo, City Manager)
- F. Approve Variance 2026-02-01, a variance which would allow the applicant, Nancy L. Whitlock, to establish a variance to the setback requirements of the subject property. The acceptable setback is typically 25 feet from a structure to the property line. This variance would allow the subject property 0 feet of setback from the structure to the property line, which typically does not meet the requirements for a residential lot under the City's Code. The nonconforming subject in question was established prior to adoption of the City's Code and setback requirements. The subject property is located at 407 S. 6th Street and is legally described as Block 76, Lots 2, Original Town to the City of Alpine, Brewster County, Texas. The property owner of record is Nancy L. Whitlock. The property ID of the subject property is 12250. The current zoning classification of the property is R-3 Apartment District. If the variance is approved, the zoning classification of the subject property will remain R-3

Apartment District. (H. Arredondo, City Manager)

- G. Approve Variance 2026-02-02, a variance which would allow the applicants, David Collier and Gregory O’Neal, to establish a variance to the setback requirements of the subject property. The acceptable setback is typically 25 feet from a structure to the property line. This variance would allow the subject property 0 feet of setback from the structure to the property line, which typically does not meet the requirements for a residential lot under the City’s Code. The nonconforming subject in question was established prior to adoption of the City’s Code and setback requirements. The subject property is located at 202 W. Gallego Ave and is legally described as Block 76, Lots 6–8, East 42 of Lots 6, 7, and 8, Original Town to the City of Alpine, Brewster County, Texas. The property owner of record is David Collier and Gregory O’Neal. The property ID of the subject property is 12255. The current zoning classification of the property is R-4 Mixed Residential District. If the variance is approved, the zoning classification of the subject property will be R-4 Mixed Residential District. (H. Arredondo, City Manager)
- H. Approval of the First Amendment to the Municipal Solid Waste Collection and Disposal Services Contract with Texas Disposal Systems, Inc., revising certain service provisions and attachments under the ten-year agreement awarded March 1, 2022. (H. Arredondo, City Manager)
- I. Approve a proposal from Landmark Aquatic for municipal pool renovation and improvement services, including resurfacing, mechanical and filtration upgrades, safety and accessibility enhancements, and related work, with final pricing subject to negotiated adjustments and execution of a formal agreement. (H. Arredondo, City Manager)

13. **EXECUTIVE REPORTS.**

*Executive reports are limited to 6 minutes each. A bell will ring when the six-minute timeframe has been reached. If further time is needed the presentation may be extended an additional four minutes at the discretion of the presiding officer. After the initial period and extension have passed, the presentation may be extended further by a motion, a second, and a majority vote of the city council. Executive reports do not require individual items to be listed for presentation, but no discussion may take place during this section unless the items are listed on the agenda.*

A. **City Mayor Report**

B. **City Manager Report:** Employee Compensation; Streets; Water; Wastewater, Budget; Grants; Information Technology & Cybersecurity; Utility Billing Software Transition; Requests for Proposals; Smart Meters; Pending Projects; 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. Personnel Matters § 551.074, Texas Government Code:

- a. Operational, Finance, and Personnel Discussions and Considerations to ensure that the City Council and the City Manager are aligned. (H. Arredondo, City Manager)

16. **ACTION AFTER EXECUTIVE SESSION.**

- A. Action, if any, concerning any of the items listed in executive session. (H. Arredondo, 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 February 25, 2026, and remained so posted for at least 3 business days preceding the scheduled time of the said meeting.

**WITNESS MY HAND AND SEAL**  
**this 25 day of February 2026.**

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



## CITY COUNCIL AGENDA ITEM REPORT

March 3, 2026

Agenda Item No. 1A

Department: Office of the City Manager

Sponsor: Henry Arredondo, City Manager

Memo Prepared By: Geoffrey R. Calderon, City Secretary

Staff Recommendation: None



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### AGENDA ITEM

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Workshop Discussion: Review, Refinement, and Direction Regarding Proposed Amendments to the City of Alpine Home-Rule Charter, Including Scope, Language, and Timeline for Potential Placement on the November 3, 2026 Uniform General Election Ballot. (H. Arredondo, City Manager)

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### EXECUTIVE SUMMARY

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The City Council has been engaged in an ongoing process to evaluate potential amendments to the City of Alpine Home-Rule Charter to ensure that the governing document reflects current legal requirements, operational needs, and community priorities. The Council previously discussed this matter during regular meetings on **January 6, 2026, and January 20, 2026**.

At the January 20, 2026 meeting, the Council directed staff to schedule a dedicated workshop to allow for a comprehensive review of proposed revisions. The workshop was subsequently scheduled for **March 3, 2026**, and Council members were requested to submit any additional proposed amendments or feedback by **February 12, 2026** to allow sufficient time for compilation and analysis.

Following the submission deadline, the City Secretary prepared a consolidated working document that includes, for each proposed amendment:

- The current Charter language
- Proposed revised language
- An explanation of the purpose and rationale for the change
- Draft ballot language for voter consideration, where applicable

This workshop is intended to provide the Council with an opportunity to review the compiled proposals in their entirety, discuss scope and priorities, refine language, and provide direction to staff on which amendments should proceed toward formal legal review.

Timely direction is necessary due to statutory deadlines associated with placing measures on the **November 3, 2026 Uniform General Election Ballot**. Staff has provided (and will again

present) the applicable election calendar outlining key milestones, including requirements for ordinance adoption, ballot language finalization, coordination with Brewster County Elections, and public notice timelines.

Following Council direction at this workshop, staff will coordinate with the City Attorney to conduct a comprehensive legal review of the proposed amendments, finalize ballot language, and prepare the necessary ordinance(s) calling the election, should the Council choose to proceed.

No formal action is required at this workshop. The purpose is to obtain policy guidance and direction to ensure that any proposed Charter amendments are accurate, legally compliant, clearly presented to voters, and feasible within the required election timeline.

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**SUPPORTING MATERIALS**

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- 1. NOVEMBER 2026 CHARTER ELECTION WORKSHOP
- 2. Tuesday, November 3, 2026 Election Calendar - SOS

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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 - 2/23/2026  
Final Approval - 2/23/2026

**PROPOSED AMENDMENTS TO THE CITY CHARTER  
MARCH 3, 2026 – CITY COUNCIL WORKSHOP**

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**PROPOSITION A**

**Article II — Powers of the City | Section 2.01 General Powers | Subsection (B)(5)**

**Current Charter language**

“... (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;”

**Proposed amendment**

“(5) to provide for a public water system and to fix, by ~~ordinance~~ or resolution, the charges and compensation to be charged by the City for public water service;”

**Proposed ballot language (draft)**

SHALL ARTICLE II, SECTION 2.01 GENERAL POWERS, SUBSECTION (B)(5), OF THE CITY OF ALPINE, TEXAS CITY CHARTER BE AMENDED TO AUTHORIZE THE CITY COUNCIL TO ESTABLISH CHARGES FOR PUBLIC WATER SERVICE BY RESOLUTION?

**Explanation (synopsis)**

The Charter currently requires public water service charges to be set by ordinance. The City’s adopted rate-setting practice is to adopt water rates and fees by annual City Council resolution. This amendment would align the Charter with existing City practice by expressly allowing water rates and charges to be established by resolution, improving efficiency, minimizing codification costs, and preserving City Council oversight.

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**PROPOSITION B**

**Article III — The City Council | Section 3.01 Number, Selection, and Terms of Office | Subsection (E)**

**Current Charter language**

“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.”

### **Proposed amendment**

“Any person who has served on the City Council during ~~three (3)~~ two (2) consecutive terms will be ineligible to occupy any position on the Council for a period of ~~two (2) years~~ one (1) year. 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~~ one (1) year 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.”

### **Proposed ballot language**

SHALL ARTICLE III, SECTION 3.01 NUMBER, SELECTION, AND TERMS OF OFFICE, SUBSECTION (E), OF THE CITY OF ALPINE, TEXAS CITY CHARTER BE AMENDED TO ALIGN THE TERM-LIMIT AND ‘SIT-OUT’ REQUIREMENTS WITH THE VOTER-APPROVED THREE-YEAR TERMS BY LIMITING SERVICE TO TWO CONSECUTIVE TERMS FOLLOWED BY A ONE-YEAR PERIOD OF INELIGIBILITY?

### **Explanation**

In November 2024, voters approved three-year terms for the Mayor and Councilmembers. The Charter’s older term-limit subsection (E) still reflects the prior two-year term framework (three consecutive terms and a two-year sit-out). This amendment would update subsection (E) to match the current three-year term structure: two consecutive terms, then a one-year period of ineligibility, while keeping the same treatment of partial terms.

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## **PROPOSITION C**

### **Article III — The City Council | Section 3.07 Meetings | Subsection (A)**

#### **Current Charter language**

“The City Council shall hold at least two (2) regular meetings in each month, except December.”

#### **Proposed amendment**

“The City Council shall hold at least two (2) regular meetings in each month, except November and December.”

#### **Proposed ballot language**

SHALL ARTICLE III, SECTION 3.07(A), OF THE CITY OF ALPINE, TEXAS CITY CHARTER BE AMENDED TO PROVIDE THAT THE CITY COUNCIL IS NOT REQUIRED TO HOLD TWO REGULAR MEETINGS IN NOVEMBER OR DECEMBER?

## **Explanation**

The current Charter requires the City Council to hold at least two regular meetings each month, except in December. In practice, the second regular meeting in November frequently falls during Thanksgiving week and must be rescheduled or canceled annually.

This amendment would add November to the existing December exception, eliminating the need for annual rescheduling when the second November meeting falls during the Thanksgiving holiday period. The amendment provides administrative efficiency while maintaining Council's discretion to hold additional meetings as needed.

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## **PROPOSITION D**

### **Article IV — City Administration | Section 4.01 City Manager | Subsection (A)**

#### **Current Charter language**

“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.”

#### **Proposed amendment**

“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.”

#### **Proposed ballot language**

SHALL ARTICLE IV, SECTION 4.01 CITY MANAGER, SUBSECTION (A), OF THE CITY OF ALPINE, TEXAS CITY CHARTER BE AMENDED TO REMOVE THE REFERENCE TO THE CITY MANAGER AS THE ‘CHIEF ADMINISTRATIVE’ OFFICER WHILE RETAINING THE CITY MANAGER’S ROLE AS CHIEF EXECUTIVE OFFICER RESPONSIBLE TO THE CITY COUNCIL FOR ADMINISTRATION OF CITY AFFAIRS?

## **Explanation**

State law defines the “Public Information Officer” as the governmental body’s Chief Administrative Officer (or designee). The Charter’s current language designating the City Manager as the “chief administrative and executive officer” creates structural conflict with Alpine’s ordinance-level designations that place open-government/records functions in the City Secretary’s office. This amendment would remove the “chief administrative” designation from the Charter to allow the City Council to designate the City Secretary as the Public Information Officer by

ordinance, consistent with common Texas practice, while maintaining the City Manager’s executive authority.

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## **PROPOSITION E**

### **Article IV — City Administration | Section 4.01 City Manager | Subsection (C)**

#### **Current Charter language**

“The City Manager shall be appointed for an indefinite term and receive compensation as may be fixed by the Council.”

#### **Proposed amendment**

“The City Manager shall be appointed for an indefinite term or for a definite term as may be fixed by the Council and receive compensation as may be fixed by the Council.”

#### **Proposed ballot language**

SHALL ARTICLE IV, SECTION 4.01 CITY MANAGER, SUBSECTION (C), OF THE CITY OF ALPINE, TEXAS CITY CHARTER BE AMENDED TO AUTHORIZE THE CITY COUNCIL TO APPOINT A CITY MANAGER FOR AN INDEFINITE TERM OR FOR A DEFINITE TERM AS DETERMINED BY THE CITY COUNCIL?

#### **Explanation**

The Charter currently states the City Manager is appointed for an indefinite term. City Council has expressed interest in having the option to appoint a City Manager for a defined term (without requiring a fixed term in every case). This amendment would authorize the Council to set a definite term if it chooses, improving flexibility in employment contracts and recruitment while preserving Council control over appointment and compensation.

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## **PROPOSITION F – TENTATIVE PENDING DISCUSSION**

### **Article III — City Administration | Section 4.01 City Manager | Subsection (D)**

#### **Current Charter language**

“(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.”

#### **Proposed amendment (TBD Pending Council Direction)**

“(D) No member of the Council shall, during the time for which he or she is elected, nor for ~~one~~ (1) year [TBD] thereafter, be appointed City Manager.”

*Note: Amendment language will be finalized following Council discussion and direction.*

**Proposed ballot language (TBD Pending Council Direction)**

TBD — To be drafted based on Council discussion regarding whether to retain, modify, or eliminate the one-year waiting period before a former Councilmember may be appointed City Manager.

**Explanation**

The current Charter prohibits a sitting Council Member from being appointed City Manager during their elected term and for one (1) year thereafter.

The Mayor has requested a workshop discussion regarding whether the one-year waiting period remains appropriate. The discussion may include consideration of the following policy questions:

- Should the City maintain a cooling-off period to avoid perceived conflicts of interest?
- Is one year the appropriate duration?
- Should the restriction be shortened, extended, or removed?
- Does the current language appropriately protect public trust and separation between legislative and executive roles?

This item is presented for policy discussion only. Any proposed amendment language will be drafted after Council provides direction regarding whether to:

1. Retain the one-year restriction,
2. Modify the duration, or
3. Eliminate the post-service restriction entirely.

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**PROPOSITION G**

**Article IV — City Administration | Section 4.03 City Secretary | Subsection (A)**

**Current Charter language**

“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.”

**Proposed amendment**

“The Council shall appoint a City Secretary who shall report ~~administratively to the City Manager,~~ but may be directly to the City Council and may be removed from office only with by the consent of the Council.

### **Proposed ballot language**

SHALL ARTICLE IV, SECTION 4.03 CITY SECRETARY, SUBSECTION (A), OF THE CITY OF ALPINE, TEXAS CITY CHARTER BE AMENDED TO PROVIDE THAT THE CITY SECRETARY REPORTS DIRECTLY TO THE CITY COUNCIL?

### **Explanation**

The Charter currently provides that the City Secretary is appointed by the City Council but reports administratively to the City Manager. Council has requested consideration of a reporting structure where the City Secretary reports directly to the governing body to strengthen institutional checks and reinforce the City Secretary’s role supporting Council operations, elections administration, records management, and open government compliance. This amendment would clarify direct reporting to Council while preserving Council’s authority over appointment and removal.

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## **PROPOSITION H**

### **Article VI — Elections | Section 6.01 Regular Elections**

#### **Current Charter language**

“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.”

#### **Proposed amendment**

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

#### **Proposed ballot language**

SHALL ARTICLE VI, SECTION 6.01, OF THE CITY OF ALPINE, TEXAS CITY CHARTER BE AMENDED TO PROVIDE THAT REGULAR CITY ELECTIONS SHALL BE HELD ON THE NOVEMBER UNIFORM ELECTION DATE, AS PERMITTED BY STATE LAW?

### **Explanation**

The current Charter provides that regular City elections are held in May. During the most recent legislative session, the Texas Legislature adopted Senate Bill 914, which authorized the City of Alpine to transition its municipal elections from May to November.

Pursuant to that authority, the City adopted Resolution 2025-06-22 and has already transitioned to the November uniform election date under state law.

This amendment does not change current practice. Instead, it memorializes in the City Charter the City’s existing November election schedule, ensuring consistency between state law, City action,

and the Charter. The amendment improves legal clarity and avoids future inconsistencies between the Charter and the Texas Election Code.

### **Workshop Clarification Point**

Because the City has already transitioned under state law:

- This amendment is **conforming in nature**, not substantive.
- Failure to update the Charter would not invalidate elections, but would leave outdated language in the governing document.
- Memorializing the November election date enhances transparency and Charter integrity ahead of the 2026 Charter election cycle.

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## **PROPOSITION I**

### **Article VI — Elections | Section 6.05 Election by Plurality**

#### **Current Charter language**

“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.”

#### **Proposed amendment**

“Section 6.05 Election by ~~Plurality~~ Majority

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~~ a majority of the votes cast for that office shall be declared elected. If no candidate receives a majority of the votes cast, a runoff election shall be conducted in accordance with the Texas Election Code.”

#### **Proposed ballot language**

SHALL ARTICLE VI, SECTION 6.05, OF THE CITY OF ALPINE, TEXAS CITY CHARTER BE AMENDED TO REQUIRE THAT CITY COUNCIL AND MAYORAL ELECTIONS BE DECIDED BY MAJORITY VOTE, WITH A RUNOFF ELECTION IF NECESSARY, IN ACCORDANCE WITH STATE LAW?

#### **Explanation**

The current Charter provides that City Council and Mayoral elections are decided by plurality (the candidate receiving the greatest number of votes wins).

However, the Texas Constitution and the Texas Election Code require that municipal offices with terms longer than two years be elected by majority vote, with a runoff election conducted if no candidate receives more than 50 percent of the votes cast.

Because Alpine voters approved three-year terms in November 2024, state law now requires majority elections with runoff procedures where applicable. As a result, the City is already required to conduct elections by majority vote regardless of the current Charter language.

This amendment does not create a new policy. Instead, it updates the City Charter to conform to state law and eliminate outdated plurality language. Even if this amendment were not approved, City elections would still be conducted by majority vote in compliance with state law. The purpose of this amendment is to ensure that the Charter accurately reflects current legal requirements.

### **Workshop Clarification Note**

This proposition is:

- Conforming in nature
- Required for internal Charter consistency
- Not discretionary in practice due to state-law preemption

It ensures that the City's governing document aligns with constitutional and statutory mandates following the voter-approved extension of terms.

<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)

**CITY COUNCIL AGENDA ITEM REPORT**

**March 3, 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 reading of Ordinance 2026-03-01, an Ordinance Approving Rezone Application 2026-03-01; Amending the Official Zoning Map of the City by Rezoning the Property Located at 707 E. Ave F and Legally Described as the South 69.44 Feet of Lots Six (6) and Seven (7), Block Twenty-Five (25), Hancock Addition (South of the Railroad) to the City of Alpine, Brewster County, Texas, as the Same Appears in Plat Envelope No. 112 on File in the Office of the County Clerk of Brewster County, Texas, Save and Except the East 17.3’ of Lot 6 Deeded by F.E. Weyerts to the City of Alpine, Texas, for Street or Highway Purposes, Dated August 30, 1947, Recorded in Volume 111, Page 380, Deed Records of Brewster County, Texas; Rezoning the Subject Property from R-2 Two-Family District to C-1 Neighborhood Commercial District; Providing Findings of Fact, Repealer, Severability, Effective Date, Proper Notice, and Hearing Clauses.

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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 - 2/23/2026  
Final Approval - 2/23/2026

**CITY COUNCIL AGENDA ITEM REPORT**

**March 3, 2026**

Agenda Item No. 4B

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 Variance 2026-02-01, a variance which would allow the applicant, Nancy L. Whitlock, to establish a variance to the setback requirements of the subject property. The acceptable setback is typically 25 feet from a structure to the property line. This variance would allow the subject property 0 feet of setback from the structure to the property line, which typically does not meet the requirements for a residential lot under the City’s Code. The nonconforming subject in question was established prior to adoption of the City’s Code and setback requirements. The subject property is located at 407 S. 6th Street and is legally described as Block 76, Lots 2, Original Town to the City of Alpine, Brewster County, Texas. The property owner of record is Nancy L. Whitlock. The property ID of the subject property is 12250. The current zoning classification of the property is R-3 Apartment District. If the variance is approved, the zoning classification of the subject property will remain R-3 Apartment District.

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**EXECUTIVE SUMMARY**

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None

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**SUPPORTING MATERIALS**

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1. City of Alpine Mail - Objection to Variance 2026-02-01(407 S. 6th Street)\_Redacted

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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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

Approved - 2/23/2026  
Final Approval - 2/23/2026



City Secretary <city.secretary@ci.alpine.tx.us>

**Objection to Variance 2026-02-01(407 S. 6th Street)**

1 message

**david brito** < > Mon, Feb 23, 2026 at 11:14 AM  
To: "city.secretary@cityofalpine.com" <city.secretary@cityofalpine.com>  
Cc: david brito <dfb2013@gmail.com>

Dear Mr. Calderon,

As a property owner within 200 feet of 407 S. 6th Street, I am writing to formally object to the requested variance for a 0-foot setback.

The standard 25-foot setback is essential for maintaining the character and safety of our neighborhood. I believe this request should be denied for the following reasons:

- 1. No Unique Physical Hardship: The applicant has not demonstrated a unique physical condition of the land that prevents reasonable use under the current code.
- 2. Impact on Public Welfare: A 0-foot setback creates privacy concerns. Furthermore, a recent survey of my neighboring property indicates that the applicant's structure is partially on our property.
- 3. Special Privilege: Granting this variance would allow the applicant rights not available to other residents in the R-3 District.

I request that this objection be included in the official record for the Planning & Zoning Commission hearing on February 23, 2026, and the City Council hearing on March 3, 2026.

Sincerely,

David Brito  
Alicia R. Brito

**CITY COUNCIL AGENDA ITEM REPORT**

**March 3, 2026**

Agenda Item No. 4C

Department: Administration

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: None



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**AGENDA ITEM**

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Public Hearing to obtain citizen views and comments regarding Variance 2026-02-02, a variance which would allow the applicants, David Collier and Gregory O’Neal, to establish a variance to the setback requirements of the subject property. The acceptable setback is typically 25 feet from a structure to the property line. This variance would allow the subject property 0 feet of setback from the structure to the property line, which typically does not meet the requirements for a residential lot under the City’s Code. The nonconforming subject in question was established prior to adoption of the City’s Code and setback requirements. The subject property is located at 202 W. Gallego Ave and is legally described as Block 76, Lots 6–8, East 42 of Lots 6, 7, and 8, Original Town to the City of Alpine, Brewster County, Texas. The property owner of record is David Collier and Gregory O’Neal. The property ID of the subject property is 12255. The current zoning classification of the property is R-4 Mixed Residential District. If the variance is approved, the zoning classification of the subject property will be R-4 Mixed Residential District.

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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 - 2/23/2026  
Final Approval - 2/23/2026

**CITY COUNCIL AGENDA ITEM REPORT**

**March 3, 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 February 17, 2026 Regular Meeting Minutes. (G. Calderon, City Secretary)

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**EXECUTIVE SUMMARY**

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None

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**SUPPORTING MATERIALS**

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1. 2-17-26 Workshop & Regular City Council Meeting Minutes
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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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

Approved - 2/23/2026  
Final Approval - 2/23/2026

**City Of Alpine**  
**WORKSHOP & REGULAR CITY COUNCIL MEETING**  
**Tuesday, February 17, 2026 – 4:00 PM**  
**Minutes**

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

- A. Workshop to discuss the implementation of 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. (H. Arredondo, City Manager)

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

**City Council Members Present:**

Mayor Catherine Eaves, *Arrived Late*  
Councilor Eva Martinez, *Arrived Late*  
Councilor Rick Stephens, Mayor Pro Tem  
Councilor Richard Portillo

**City Staff and Stakeholders Present:**

Henry Arredondo, City Manager  
Geoffrey R. Calderon, City Secretary

**Not Present:**

Councilor Lucy Escovedo  
Councilor Robert Rückes

**Others Present:** 0 other attendees

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

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

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

**City Council Members Present:**

Councilor Lucy Escovedo  
Councilor Rick Stephens  
Mayor Catherine Eaves  
Councilor Eva Martinez  
Councilor Richard Portillo  
Councilor Robert Rückes, *Present Virtually*

**City Staff and Stakeholders Present:**

Henry Arredondo, City Manager  
Geoffrey R. Calderon, City Secretary  
Cynthia Trevino, City Attorney  
Kirk Caughman, Chief of Police  
Abel Hinojos, Airport Supervisor  
Eddie Molinar, Director o Public Works  
David Martinez, Parks Foreman  
Adriana Holguin, Public Works Admin. A  
Chris Ruggia, Director or Tourism

**Not Present:** None.

**Others Present:** 7 other attendees

*Mayor Eaves announced that a quorum of the City Council was present at the City Council Chambers and City Secretary, Geoffrey Calderon, reported that the meeting agenda was posted by 2:00 P.M. on February 11, 2026.*

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.*

- Roselyn Stanford, Ward 5, spoke in support of Action Item C, Resolution 2026-02-12 regarding the City Pool.
- Denis Foley, Ward 5, spoke in support of Action Item C, Resolution 2026-02-12 regarding the City Pool.

4. **PUBLIC HEARINGS.**

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

5. **PUBLIC PRESENTATIONS.**

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

6. **CHANGES TO POSTED AGENDA.**

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

- A. **Items to be continued or withdrawn.** Items may be continued to the next City Council meeting or withdrawn from consideration during this agenda. Items to be continued or withdrawn require a motion, a second, and a majority vote.

*No items were continued or withdrawn.*

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

*No items were removed 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.

*Councilor Rick Stephens requested that item 15B be considered under the time-sensitive item portion of the meeting.*

*City Manager Henry Arredondo requested that Action Item 12C be considered under the time-sensitive item portion of the meeting.*

7. **TIME SENSITIVE ITEMS.**

**RESOLUTION 2026-02-13:** On a motion by Councilor Rick Stephens and seconded by Councilor Eva Martinez to move into executive session, the City Council unanimously adopted the motion with all members present voting in favor. **(5:39 P.M.)**

**EXECUTIVE SESSION ITEM 15B**

**Deliberation of Real Property § 551.072, Texas Government Code**

Potential property acquisition by the City. (R. Stephens, City Council)

**RESOLUTION 2026-02-14:** On a motion by Councilor Rick Stephens and seconded by Councilor Richard Portillo to move into open session, the City Council unanimously adopted the motion with all members present voting in favor. **(6:04 P.M.)**

**RESOLUTION 2026-02-15:** On a motion by Councilor Rick Stephens and seconded by Councilor Eva Martinez that the City of Alpine take action to purchase the property for sale at the corner of Holland & 5th Ave, to accept the counteroffer of \$295,000 and that the seller pay for title insurance, the City Council unanimously adopted the motion with all members present voting in favor.

## **ACTION ITEM 12C**

Approve Resolution 2026-02-12, a resolution acknowledging Critical Conditions at the City Swimming Pool; Finding That Major Repairs and Upgrades Are Necessary to Preserve a Significant Public Amenity; Authorizing Preliminary Approval to Proceed With Project Planning, Cost Negotiations, and Financing Options; Acknowledging the Use of a Cooperative Purchasing Method for Certain Services; and Providing for Future Council Action Regarding Final Scope, Procurement Method, and Expenditure of Funds. (H. Arredondo, City Manager)

**RESOLUTION 2026-02-16:** On a motion by Councilor Rick Stephens and seconded by Councilor Richard Portillo to approve Resolution 2026-02-12 as presented, the City Council unanimously adopted the motion with all members present voting in favor.

## **8. CONSENT AGENDA.**

- A. Approval of the February 3, 2026 Regular Meeting Minutes. (G. Calderon, City Secretary)
- B. Approval of the January 2026 Office of the City Secretary (OCS) Report including Legislative Services, City Council Activities, Board & Commissions Activities, Public Information, and Departmental Statistics and Updates. (G. Calderon, City Secretary)
- C. Approval of the January 2026 Invoice for Bojorquez Law Firm Services. (H. Arredondo, City Manager)

**RESOLUTION 2026-02-17:** On a motion by Councilor Rick Stephens and seconded by Councilor Eva Martinez to approve the consent agenda as presented, the City Council unanimously adopted the motion.

## **9. ITEMS REMOVED FROM THE CONSENT AGENDA.**

## **10. REPORTS & PRESENTATIONS.**

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

- A. Tourism Update by Director of Tourism, Chris Ruggia. (H. Arredondo, City Manager)
- B. Alpine Public Library Update. (H. Arredondo, City Manager)

*Mayor Eaves called a short recess. (6:58 P.M.)*

*The meeting resumed. (7:08 P.M.)*

## **11. INFORMATION OR DISCUSSION ITEMS.**

- A. 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)

*Mayor Eaves called a short recess. (7:27 P.M.)*

*The meeting resumed. (7:29 P.M.)*

- B. Discuss Fiscal Year 2025-2026 Budget Process and tentative timeline. (H. Arredondo, City Manager)
- C. Council Discussion and Direction Regarding the Structure, Level of Detail, and Policy Framework for the City's Future Capital Improvement Plan (CIP). (H. Arredondo, City Manager)
- D. Discussion regarding the tentative boards, commissions, and committees appreciation dinner and steps to be taken prior to the event. (E. Martinez, City Council)

12. **ACTION ITEMS.**

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

- A. Approve Resolution 2026-02-10, a resolution adopting the City of Alpine Community Services Grant Program policy and application; Finding that the policy serves a valid public purpose; Acknowledging City Council workshops and recommended updates; Providing for implementation; And providing an effective date. (H. Arredondo, City Manager)

**RESOLUTION 2026-02-18:** On a motion by Councilor Rick Stephens and seconded by Councilor Eva Martinez to approve Resolution 2026-02-10 as presented, the City Council unanimously adopted the motion.

- B. Approve Resolution 2026-02-11, a resolution authorizing the City of Alpine Environmental Services Department to participate in the Keep Texas Beautiful and Texas Department of Transportation's Governor's Community Achievement Award Program. (H. Arredondo, City Manager)

**RESOLUTION 2026-02-19:** On a motion by Councilor Rick Stephens and seconded by Councilor Richard Portillo to approve Resolution 2026-02-11 as presented, the City Council unanimously adopted the motion.

- C. Approve Resolution 2026-02-12, a resolution acknowledging Critical Conditions at the City Swimming Pool; Finding That Major Repairs and Upgrades Are Necessary to Preserve a Significant Public Amenity; Authorizing Preliminary Approval to Proceed With Project Planning, Cost Negotiations, and Financing Options; Acknowledging the Use of a Cooperative Purchasing Method for Certain Services; and Providing for Future Council Action Regarding Final Scope, Procurement Method, and Expenditure of Funds. (H. Arredondo, City Manager)

*Action Item C was considered during the time-sensitive item portion of the meeting.*

13. **EXECUTIVE REPORTS.**

*Executive reports are limited to 10 minutes each. The City Council may hold a discussion during this*

section regarding any item listed on the agenda. No action may take place regarding report items, unless specified on the agenda.

**City Mayor Report**

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

14. **CITY COUNCIL MEMBER COMMENTS.**

**RESOLUTION 2026-02-20:** On a motion by Councilor Rick Stephens and seconded by Councilor Eva Martinez to recess into executive session, the City Council unanimously adopted the motion. **(8:08 P.M.)**

15. **EXECUTIVE SESSION.**

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

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

- a. Discuss Hernandez v. City of Alpine. (H. Arredondo, City Manager)

- B. Deliberation of Real Property § 551.072, Texas Government Code

- a. Potential property acquisition by the City. (R. Stephens, City Council)

- C. Personnel Matters § 551.074, Texas Government Code:

- a. Operational, Finance, and Personnel Discussions and Considerations to ensure that the City Council and the City Manager are aligned. (H. Arredondo, City Manager)

16. **ACTION AFTER EXECUTIVE SESSION.**

**RESOLUTION 2026-02-21:** On a motion by Councilor Rick Stephens and seconded by Councilor Richard Portillo to move into regular session, the City Council unanimously adopted the motion. **(8:29 P.M.)**

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

**RESOLUTION 2026-02-22:** On a motion by Councilor Rick Stephens and seconded by Councilor Richard Portillo to take no action after executive session, the City Council unanimously adopted the motion.

17. **ADJOURN.**

*There being no further business, the meeting was adjourned by Mayor Eaves. (8:30 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 February 11, 2026, and remained so posted for at least 3 business days preceding the scheduled time of the said meeting.

**WITNESS MY HAND AND SEAL**

**this 11th day of February, 2026.**

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



## CITY COUNCIL AGENDA ITEM REPORT

March 3, 2026

Agenda Item No. 11A

Department: Administration

Sponsor: Henry Arredondo, City Manager

Memo Prepared By: Geoffrey R. Calderon, City Secretary

Staff Recommendation: None



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### AGENDA ITEM

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Discussion, presentation, and possible direction regarding updates to water and wastewater infrastructure projects, related Capital Improvement Projects, and potential funding opportunities, including a report from Jacob | Martin Engineering. (H. Arredondo, City Manager)

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### EXECUTIVE SUMMARY

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City staff and the City's engineering consultant, Jacob | Martin, will present an update on critical water and wastewater infrastructure initiatives, ongoing and planned Capital Improvement Projects (CIP), and potential external funding opportunities. The presentation focuses on system reliability, regulatory compliance, capacity needs, and long-term growth planning for the City of Alpine.

A major component of the discussion is the proposed water system improvements to serve the Sky Way Gardens area. Multiple pressure plane alternatives have been evaluated to address existing service limitations and accommodate future development. Options range from connecting to existing pressure planes with relatively lower costs and shorter timelines to constructing new pressure zones requiring standpipes, ground storage tanks, pump stations, distribution lines, and potential property or easement acquisition. Estimated project costs vary significantly depending on the alternative selected, from approximately \$0.66 million to \$3.74 million, with trade-offs between cost, schedule, operational complexity, and expansion potential. Presentation-Alpine City Council...

The Council will also receive an update on improvements at the Wastewater Treatment Plant (WWTP), including rehabilitation of Clarifier No. 1 and reconstruction of Sludge Drying Beds No. 4 through No. 9. Work completed to date includes replacement of mechanical and electrical components, structural repairs, and improvements necessary to restore operational reliability. The construction contract totals approximately \$1.76 million, with additional work under consideration for related facilities such as the oxidation ditch, grit chamber, lighting, sidewalks, and site cleanup.

In addition, staff will present a broader overview of priority CIP items affecting both water and wastewater systems. Identified needs include compliance with Lead and Copper Rule requirements, water meter modernization, pump station improvements, water capacity enhancements, infrastructure replacement, fire hydrant installation, and long-term wastewater system upgrades. Preliminary cost estimates for individual projects range from tens of thousands

of dollars to several million dollars, with some projects still to be determined pending further analysis.

Potential funding sources will also be discussed. The City has submitted, or is considering submitting, Project Information Forms (PIFs) to the Texas Water Development Board for State Revolving Fund (SRF) programs for both wastewater and drinking water projects. Additional opportunities include funding available through House Bill 500, which allocates resources to smaller communities for water system improvements. Application deadlines in 2026 require timely direction from the Council to ensure eligibility.

Finally, the presentation will address ongoing asset management initiatives, including GIS-based inventory development, condition assessments, budgeting alignment, and future rate study planning. These efforts support data-driven decision-making and long-term sustainability of the City's utility systems. Presentation-Alpine City Council...

The purpose of this agenda item is to inform the City Council of current infrastructure conditions, project options, and funding pathways, and to obtain policy direction regarding project prioritization, preferred alternatives, and pursuit of financial assistance.

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### SUPPORTING MATERIALS

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1. Alpine GIS Map - Sky Way Gardens - New PP (C)
2. Alpine GIS Map - Sky Way Gardens - New PP (B)
3. Presentation-Alpine City Council-2026-03-03

---

### BUDGET CONSIDERATIONS

---

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

---

### APPROVERS

---

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

Approved - 2/23/2026  
Final Approval - 2/23/2026

# New Pressure Plane, Option C

Area identified in Feasibility Study for Sul Ross or Upper Hill Pressure Plane (Pressure Monitoring is recommended.)

Sul Ross Pressure Plane

Abandoned Water Line

Sul Ross Meter

Water Line as part of Sul Ross Pressure Plane (discharge of East Booster Pump Station)

East Booster Pump Station

Proposed Sky Way Gardens Booster Pump Station

Existing Upper Hill Pressure Plane Boundary

Proposed Sky Way Gardens Ground Storage Tank

Proposed Sky Way Gardens Pressure Plane Boundary

Lower Hill Tank

New 12" Water Line from Pump Station to Standpipe

X = CLOSED VALVE TO SEPARATE PRESSURE PLANES

Gold/Bronze = 12"  
 Orange = 8"  
 Red = 6"  
 Green = 4"  
 Cyan = 3"  
 Blue = 2"  
 Gray < 2"

Due to elevations and proposed location of Standpipe, public water service to potential customer further up the hill is not feasible unless additional facilities are constructed.

Upper Hill / Lower Hill Booster Pump Station

Proposed Sky Way Gardens Stand Pipe

Existing Upper Hill Pressure Plane Boundary

# New Pressure Plane, Option B

Area identified in Feasibility Study for Sul Ross or Upper Hill Pressure Plane (Pressure Monitoring is recommended.)

Sul Ross Pressure Plane

Abandoned Water Line

Sul Ross Meter

Water Line as part of Sul Ross Pressure Plane (discharge of East Booster Pump Station)

East Booster Pump Station

Existing Upper Hill Pressure Plane Boundary

Proposed Sky Way Gardens Booster Pump Station

Lower Hill Tank

Proposed Sky Way Gardens Pressure Plane Boundary

Upper Hill / Lower Hill Booster Pump Station

Upper Hill Tank

New 12" Dedicated Water Line from Pump Station to Standpipe

Existing Upper Hill Pressure Plane Boundary

New 12" Water Line from Standpipe to Existing 6"

Proposed Sky Way Gardens Standpipe

X = CLOSED VALVE TO SEPARATE PRESSURE PLANES

X = PRESSURE REDUCING VALVE STATION

Due to elevations it is recommended that a PRV be installed on the distribution line coming off the standpipe.

- Gold/Bronze = 12"
- Orange = 8"
- Red = 6"
- Green = 4"
- Cyan = 3"
- Blue = 2"
- Gray < 2"

## City of Alpine City Council Meeting March 3, 2026

Andy Vecellio, PE  
Jacob & Martin



## City of Alpine City Council Meeting (March 3, 2026) Discussion Topics

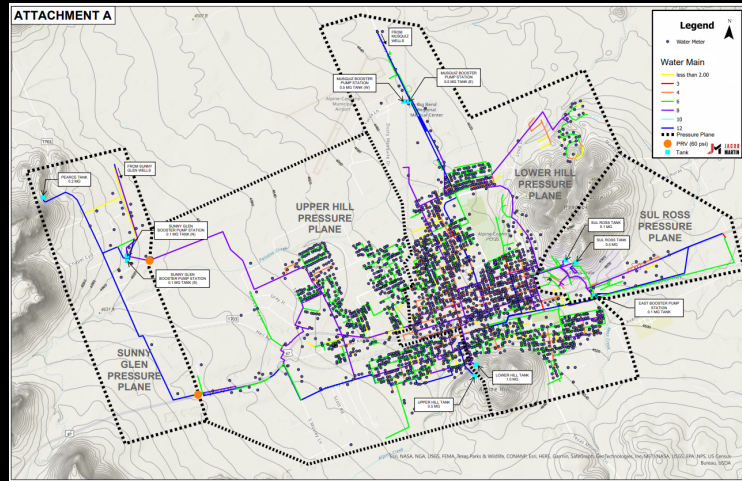
- Water System Improvements for Sky Way Gardens
- Wastewater Treatment Plant (WWTP) Improvements
- Wastewater Treatment Plant PIF (TWDB SRF)
- Water System PIF and HB500
- Capital Improvements Project List
- Wastewater AMPSS Update



# City of Alpine City Council Meeting (March 3, 2026) Sky Way Gardens - Water System Overview

## Pressure Planes:

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

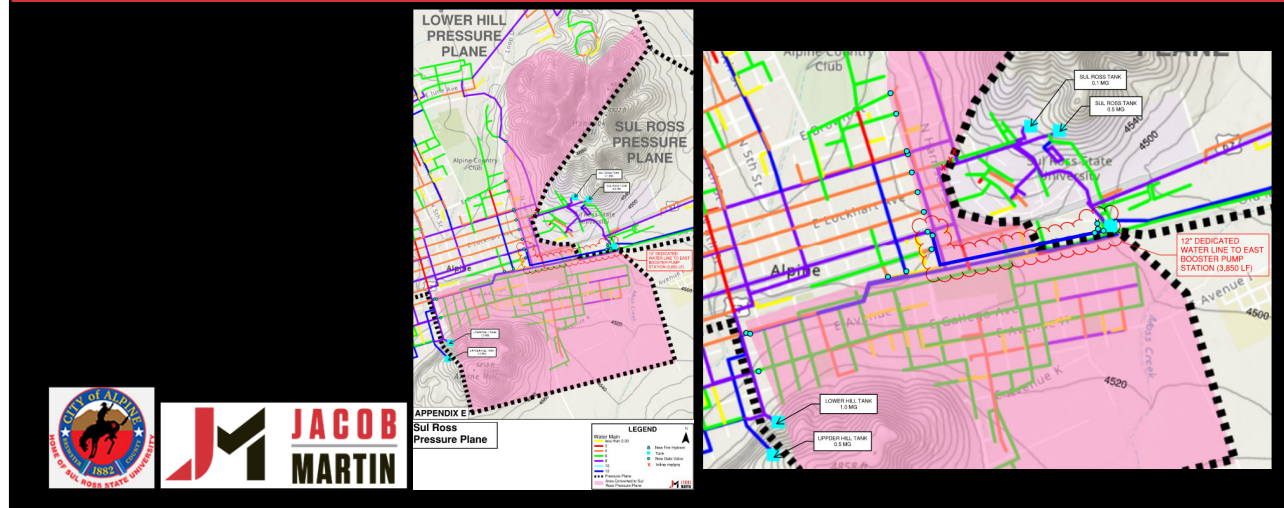


# City of Alpine City Council Meeting (March 3, 2026) Water System Improvements for Sky Way Gardens

- Current: Lower Hill Pressure Plane
- (1) Sul Ross Pressure Plane
- (2) Upper Hill Pressure Plane
- (3) New Pressure Plane Option A
- (4) New Pressure Plane Option B
- (5) New Pressure Plane Option C



## City of Alpine City Council Meeting (March 3, 2026) Sky Way Gardens – Sul Ross Pressure Plane



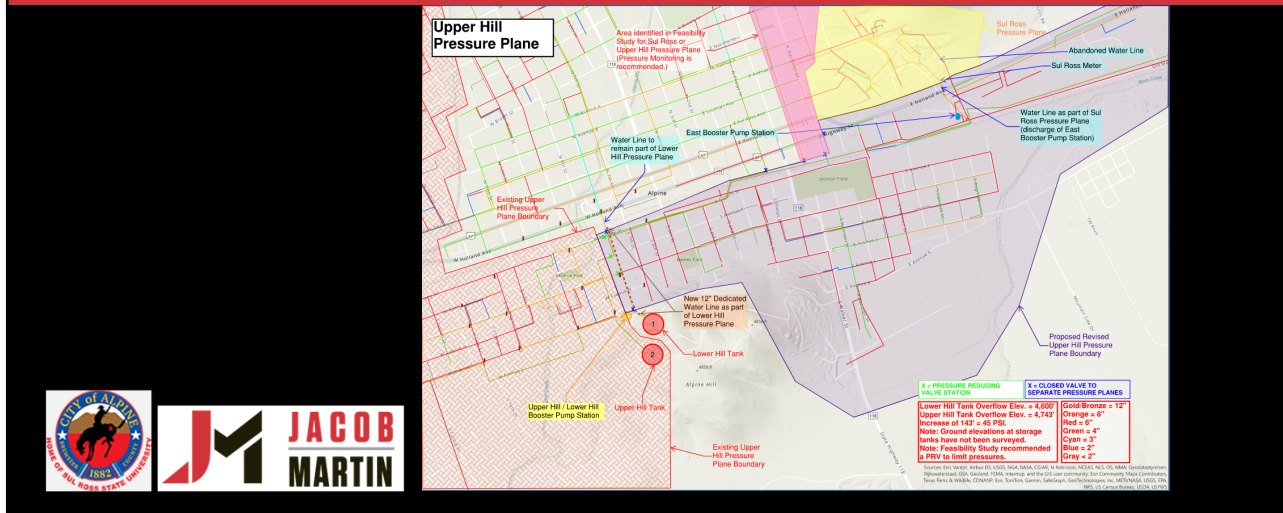
## City of Alpine City Council Meeting (March 3, 2026) Sky Way Gardens – Sul Ross Pressure Plane

### Advantages/Disadvantages:

- Shortest Project Schedule
- Relatively Lower Opinion of Project Cost (\$0.97 M)
- New Valves, New Inline Meters, and New Dedicated Water Line
- Administrative Burden of Inline Metering (Subtraction from Sul Ross Meter)



# City of Alpine City Council Meeting (March 3, 2026) Sky Way Gardens – Upper Hill Pressure Plane



# City of Alpine City Council Meeting (March 3, 2026) Sky Way Gardens – Upper Hill Pressure Plane

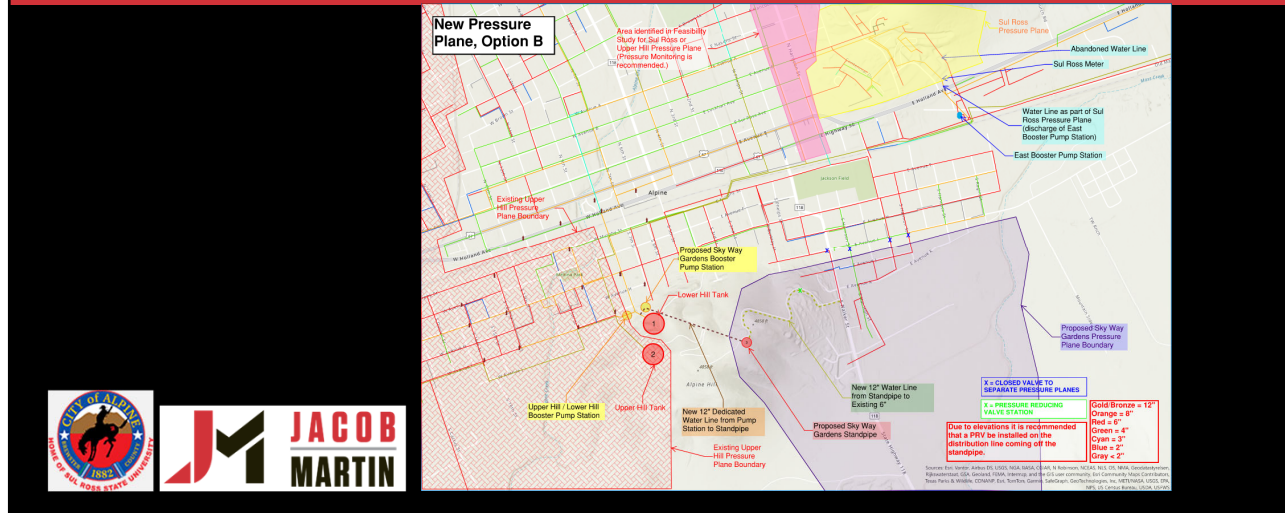
## Advantages/Disadvantages:

- Relatively Short Project Schedule
- Lowest Opinion of Project Cost (\$0.66 M)
- New Valves, New PRVs, and New Dedicated Water Line
- Upper Hill/Lower Hill Pump Station Must be Online
- Very High Pressures without PRVs





# City of Alpine City Council Meeting (March 3, 2026) Sky Way Gardens – New Pressure Plane (B)



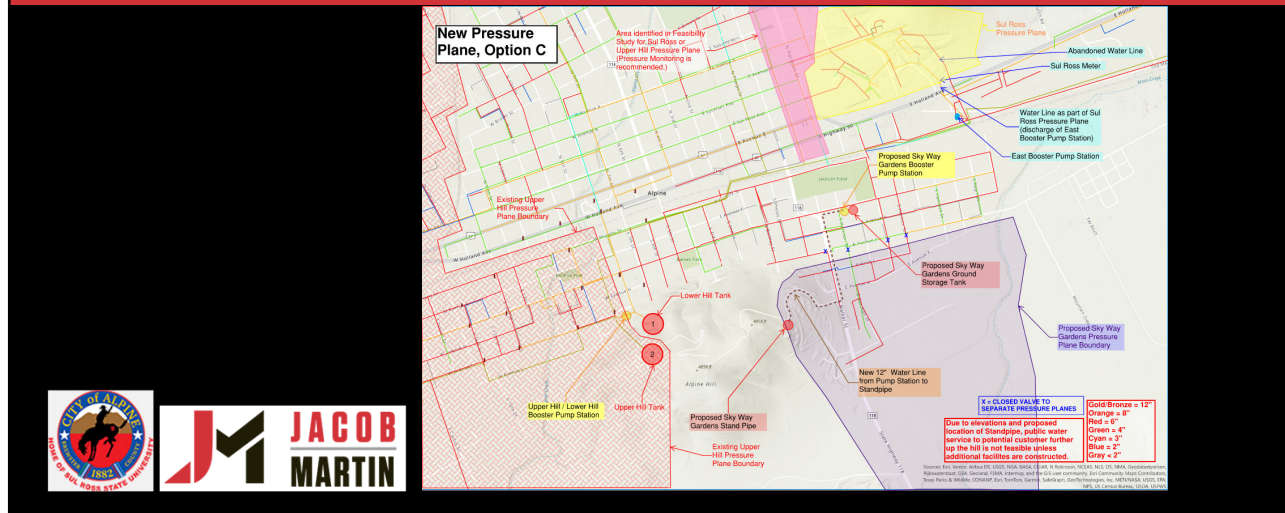
# City of Alpine City Council Meeting (March 3, 2026) Sky Way Gardens – New Pressure Plane (B)

## Advantages/Disadvantages:

- Longest Project Schedule
- Higher Opinion of Project Cost (\$2.57 M)
- New Valves, New PRV, New Standpipe, New Pump Station, New Distribution Water Line and New Dedicated Water Line
- Best Option for Potential Expansion to the South
- Property/Easement Acquisition



# City of Alpine City Council Meeting (March 3, 2026) Sky Way Gardens – New Pressure Plane (C)



# City of Alpine City Council Meeting (March 3, 2026) Sky Way Gardens – New Pressure Plane (C)

## Advantages/Disadvantages:

- Longest Project Schedule
- Higher Opinion of Project Cost (\$2.76 M)
- New Valves, New Standpipe, New Ground Storage Tank, New Pump Station, New Distribution Water Line and New Dedicated Water Line
- Good, but Limited, Potential Expansion to the South
- Cannot Serve Customers at Top of Hill
- Property/Easement Acquisition



## City of Alpine City Council Meeting (March 3, 2026) Water System Improvements for Sky Way Gardens



## City of Alpine City Council Meeting (March 3, 2026) Water System Improvements for Sky Way Gardens

	Option					
	Initial Proposed	Sul Ross PP	Upper Hill PP	New PP (A)	New PP (B)	New PP (C)
Start of Project	11/15/2025	4/1/2026	4/1/2026	4/1/2026	4/1/2026	4/1/2026
Project Length (days)	240	390	450	720	720	720
Project Completion	7/13/2026	4/26/2027	6/25/2027	3/21/2028	3/21/2028	3/21/2028
OPCC*	\$ 767,000.00	\$ 828,600.00	\$ 560,100.00	\$ 3,241,800.00	\$ 2,227,800.00	\$ 2,391,200.00
OPPC**	\$ 893,600.00	\$ 965,200.00	\$ 656,500.00	\$ 3,740,500.00	\$ 2,574,400.00	\$ 2,762,300.00

\*Opinion of Probable Construction Cost

\*\*Opinion of Probable Project Cost



## City of Alpine City Council Meeting (March 3, 2026) Wastewater Treatment Plant (WWTP) Improvements

### Clarifier #1 Scope:

- Replace Mechanical
- Replace Electrical
- Power Wash Concrete
- Repair Concrete
- Coat Concrete
- Replace Steps to Clarifier



## City of Alpine City Council Meeting (March 3, 2026) Wastewater Treatment Plant (WWTP) Improvements

### Clarifier #1:

- Steps to be Completed
- Skimmer Arm to be Repaired



## City of Alpine City Council Meeting (March 3, 2026) Wastewater Treatment Plant (WWTP) Improvements

- Sludge Drying Beds #4 - #9 Scope:
- Remove & Dispose Sludge
  - Remove & Dispose Media
  - Remove & Dispose Concrete
  - Replace Liner
  - Replace Underdrain
  - Replace Media
  - Replace Concrete Runners
  - Replace Concrete Ramps (#6 & #9)
  - Repair Misc. Concrete



## City of Alpine City Council Meeting (March 3, 2026) Wastewater Treatment Plant (WWTP) Improvements

- Sludge Drying Beds #4 - #9  
Scope:
- Completed
  - and
  - Operational



## City of Alpine City Council Meeting (March 3, 2026) Wastewater Treatment Plant (WWTP) Improvements

### Construction Contract:

- Total Contract = \$1,760,4841
- Budget to Remain with Current Construction = \$91,600
- Recommended Change Order for Additional Construction
- Potential for Additional Engineering Fees based on Additional Engineering Scope



## City of Alpine City Council Meeting (March 3, 2026) Wastewater Treatment Plant (WWTP) Improvements

### Potential Scope:

- Old Oxidation Ditch
- Oxidation Ditch
- Grit Chamber/Bar Screen
- Lighting
- Sidewalks
- Trash Cleanup & Disposal



## City of Alpine City Council Meeting (March 3, 2026) Capital Improvement Projects (CIP)

- Lead and Copper Rule Improvement: \$1,350,000 or less
- Water System Improvements to Serve Sky Way Gardens: \$656,500 to \$3,740,500
- Water Capacity Evaluation/Pearce Tank ("CLA-VAL") / SCADA: \$75,000
- Upper Hill/Lower Hill Pump Station: \$150,000
- Water Meters and Reading Infrastructure: \$1,200,000
- Old Infrastructure Location and Replacement: TBD



## City of Alpine City Council Meeting (March 3, 2026) Capital Improvement Projects (CIP)

- Securing Additional Water Sources: TBD
- Eastside Sewer Extension: TBD
- Automated Well Meters: TBD
- Manhole Additions: TBD
- Refurbish Wells (Musquiz): TBD
- Wastewater Treatment Plant Improvements: \$5,200,000
- Fire Hydrants Installation and Replacements: TBD



## City of Alpine City Council Meeting (March 3, 2026) Wastewater Treatment Plant (Clean Water) SRF PIF

- Texas Water Development Board (TWDB) State Revolving Fund (SRF) Project Information Form (PIF).
- City has submitted a PIF for the WWTP Improvements 2023 Funding Cycle (PIF submitted in 2022).
- Recommendation is to submit again for the 2027 Funding Cycle.
- JM to assist at no cost to the City.
- Application due March 6, 2026.

Editing PIF #11225 - (OLA #1122200)

Cost Category	(A) Planning	(B) Acquisition	(C) Design	(D) Construction	(E) Total (A)-(B)-(C)-(D)
Check the phases for which CMGRF funding is desired during the fiscal year					
WWTW Project: Treatment Project	\$0.00	\$0.00	\$0.00	\$3,541,000.00	\$3,541,000.00
WWTW Project: Collection Project	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WPS Project	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Utility Management Project	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Engineering	\$100,000.00	\$0.00	\$245,700.00	\$100,000.00	\$345,700.00
General, Legal, Financial	\$124,500.00	\$0.00	\$0.00	\$0.00	\$124,500.00
Contingency	\$0.00	\$0.00	\$0.00	\$154,500.00	\$154,500.00
Other: Describe Cost (Swirls, Surveying, Inspect)	\$100,000.00	\$0.00	\$125,000.00	\$100,000.00	\$325,000.00
Subtotal (Add all rows above)	\$174,500.00	\$0.00	\$270,700.00	\$4,204,800.00	\$4,650,000.00
Financing from Local Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Financing from Other Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal SRF-invoice amount	\$174,500.00	\$0.00	\$270,700.00	\$4,204,800.00	\$4,650,000.00

Note: A loan origination fee of 1.0% will be applied to any committed loan amount.



## City of Alpine City Council Meeting (March 3, 2026) Water System (Drinking Water) SRF PIF

- Texas Water Development Board (TWDB) State Revolving Fund (SRF) Project Information Form (PIF).
- No project has been identified at the current time.
- Recommendation is to submit a water system improvements project for the 2027 Funding Cycle.
- JM to assist at no cost to the City.
- Application due March 6, 2026.

Editing PIF #16718 - (OLA #2193051)

Logged in as [avecello@jacobmartin.com](mailto:avecello@jacobmartin.com) | [Logout](#)

[Return to previous screen](#)

**PIF**

- Intro
- PIF Roles
- PIF Type \*
- General Info**
- Service Area
- Previous PIF
- Project Description
- POTW Rating

**General Information**

Warning

Once this record reaches ACCEPTED status, the Entity may not be changed.

Entity Name:

New Entity Name:

County:



## City of Alpine City Council Meeting (March 3, 2026) Water System HB 500

- Administered through Texas Water Development Board (TWDB).
- \$71 Million Allocated for communities less than 10,000.
- Maximum of \$5 Million per Project.
- Applications accepted between March and June, 2026.
- Scoring based on AMHI and Readiness.
- City of Alpine AMHI = \$54,503 (75% of State = \$57,219).
- Application Due late June 2026.



Bill Text: TX HB500 | 2025-2026 | 89th Legislature | Introduced



Texas House Bill 500  
TX State Legislature page for HB500

## City of Alpine City Council Meeting (March 3, 2026) Asset Management (AMPSS)

- Asset Management Implementation Plan
  - GIS Asset Management (Ongoing)
  - RG-530 Spreadsheet Asset Management (Ongoing / Annually)
  - Budgeting (Annually)
  - Pipe and Manhole Condition Assessment (2026)
  - Grant and Low Interest Loan Application (Ongoing)
  - Rate Study (2027, after Pipe and Manhole Condition Assessment)
  - 9 Month Follow-up Assessment Presentation, Certification, and Written Report (Spring/Summer 2026)



**CITY COUNCIL AGENDA ITEM REPORT**

**March 3, 2026**

Agenda Item No. 11B

Department: Office of the City Manager

Sponsor: Henry Arredondo, City Manager

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: None



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**AGENDA ITEM**

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Discussion regarding City Council goals, priorities, and strategic direction, including budget priorities and considerations to guide City operations and financial planning. (H. Arredondo, City Manager)

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**EXECUTIVE SUMMARY**

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This item is being added to facilitate a discussion on City Council priorities for the upcoming budget season.

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**SUPPORTING MATERIALS**

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None

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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

---

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

Approved - 2/23/2026  
Final Approval - 2/23/2026

## CITY COUNCIL AGENDA ITEM REPORT

March 3, 2026

Agenda Item No. 11C

Department: Office of the City Manager

Sponsor: Henry Arredondo, City Manager

Memo Prepared By: Geoffrey R. Calderon, City Secretary

Staff Recommendation: None



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### AGENDA ITEM

---

Discussion regarding the upcoming expiration of the Alpine Country Club lease and discuss renewal options to renew the lease ahead of the June 2026 expiration date. (H. Arredondo, City Manager)

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### EXECUTIVE SUMMARY

---

The City Council will discuss the pending expiration of the lease agreement between the City of Alpine and the Alpine Country Club for the use of City-owned property as the municipal golf course. The current lease, executed in June 2016, established a ten-year term that will expire in June 2026 unless renewed or renegotiated.

Under the agreement, the City leases a significant portion of municipal land to the Alpine Country Club for operation of a public golf course, with the Country Club responsible for maintenance, operations, capital improvements, and public access considerations. The lease recognizes the golf course as an important community amenity that serves residents, students, visitors, and tourism interests while preserving the aesthetic quality of the property.

The lease also establishes a collaborative relationship between the City and the Country Club regarding water supply, infrastructure, and property upkeep. Provisions include responsibilities for irrigation systems, effluent water use, maintenance obligations, insurance requirements, and compliance with applicable laws and ordinances.

In addition to the lease itself, the City Council has historically adopted annual resolutions outlining collaborative improvement efforts and utility arrangements for each lease year. These resolutions typically authorize discounted water rates, access to effluent water at no cost when available, provision of mulch to reduce water consumption, and reporting requirements related to capital improvements and operations. For example, Resolution 2025-09-01 authorized a 60% monthly discount on water from the Brown/Phelps meter, no-cost effluent water for irrigation, and continued operational collaboration through September 30, 2026.

Previous Council actions also emphasize that the lease requires periodic review and renegotiation as the expiration date approaches, underscoring the importance of early discussion to allow sufficient time for negotiations, legal review, and planning for future operations of the facility.

The purpose of this agenda item is to initiate Council discussion regarding renewal options, potential modifications to lease terms, continuation or revision of collaborative arrangements, and long-term expectations for the golf course property. Early direction will allow staff to engage with the Alpine Country Club, evaluate operational and financial considerations, and prepare any necessary agreements or resolutions for Council consideration prior to the June 2026 expiration date.

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**SUPPORTING MATERIALS**

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- 1. Alpine Country Club-06 15 2016-06 15 2026

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**BUDGET CONSIDERATIONS**

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

---

**APPROVERS**

---

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

Approved - 2/23/2026  
Final Approval - 2/23/2026

THE STATE OF TEXAS

CITY OF ALPINE

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BREWSTER:

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

WITNESSETH:

I.

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

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

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

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

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

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

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

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

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

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

II.

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

**CONSIDERATION:**

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

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

**III.**

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

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

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

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

**IV.**

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

- (2) Lessee will be responsible for operation costs on the pump at the effluent storage tank.
- (3) Lessee will be responsible for installing piping to transfer water from the Brown Street pump to the effluent storage tank.
- (4) Lessee may use the backup water system at the effluent storage tank when no effluent water is available from the wastewater treatment plant, and the Brown Street well is out of service for maintenance.
- (5) Lessee will work with Lessor's employees to map the water system at the Alpine Country Club.
- (6) Alpine Country Club will provide a map to the City of all irrigation lines on the property by September 1, 2016. Map will be updated and a copy provided to City by March 1st of following year and every year thereafter in the lease.

V.

- (1) That in accepting this lease, the Country Club assumes and agrees to indemnify and defend the City of Alpine from any damages for claims of injury or death to persons and claims of damages to property occurring in and about the leasehold estate during the term of this lease. This indemnity provision applies even if such claims, demands, judgments, actions, damages, liabilities and causes of action were caused in whole or in part by any act or omission of the City of Alpine.
- (2) The Alpine Country Club shall at all times during the term of this lease maintain public liability insurance, naming the City of Alpine as an additional insured, and in such amounts as may meet with the approval of the City Council. Upon request by the City, the Alpine Country Club shall provide the City with a copy of the liability insurance.

VI.

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

VII.

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

VIII.

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

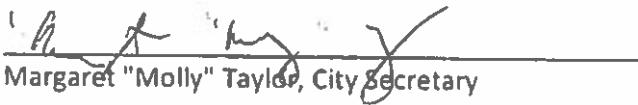
termination of the lease unless the improvements are fixtures which may be removed from the property without damage to the golf course.

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

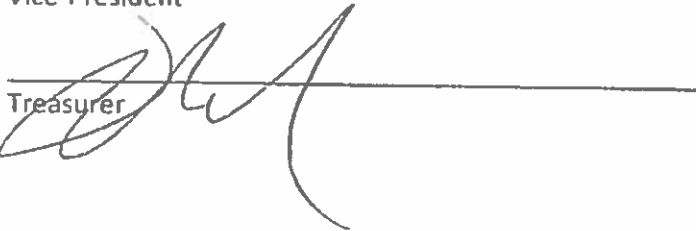


Andy Ramos, Mayor City of Alpine, Texas

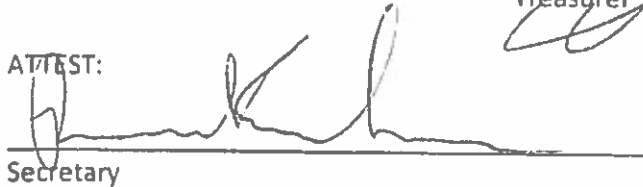
ATTEST:

  
Margaret "Molly" Taylor, City Secretary

ACCEPTED by Alpine Country Club on JUNE 30, 2016

  
President  
Vice-President  
Treasurer

ATTEST:

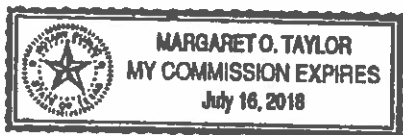
  
Secretary

THE STATE OF TEXAS  
CITY OF ALPINE  
COUNTY OF BREWSTER

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

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

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

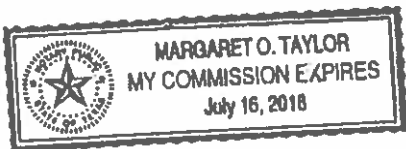


M O T  
Notary Public, STATE OF TEXAS  
My Commission Expires 7/16/18

THE STATE OF TEXAS  
CITY OF ALPINE  
COUNTY OF BREWSTER

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

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



M O T  
Notary Public, STATE OF TEXAS  
My Commission Expires July 16, 2018

## RESOLUTION

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

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

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

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

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

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

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

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



Andy Ramos, MAYOR

ATTEST:

  
Molly Taylor, CITY SECRETARY

**City of Alpine**  
**Resolution No. 2018-07-03**

**A RESOLUTION regarding collaborative improvement efforts for the 2018 between the City of Alpine, Texas and the Alpine Country Club to accompany the 2016 lease agreement.**

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

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

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

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

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

**Section 4.** Alpine Country Club is to continue to invest in the projects identified in the Capital Planning Document and report progress to City Council in January 2019.

**Section 5.** This policy takes effect July 1, 2018 upon approval and shall remain in effect through June 30, 2019.

**PASSED, APPROVED AND ADOPTED on this 10<sup>th</sup> day of July 2018.**

\_\_\_\_\_  
**Andres "Andy" Ramos, Mayor**

**Attest:**

\_\_\_\_\_  
**Cynthia Salas, City Secretary**

**Approved as to Form:**

\_\_\_\_\_  
**Mick McKamie, City Attorney**

## CITY COUNCIL AGENDA ITEM REPORT

March 3, 2026

Agenda Item No. 11D

Department: Administration

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Geoffrey R. Calderon, City Secretary

Staff Recommendation: None



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### AGENDA ITEM

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Discussion and Direction Regarding Strategic Capital Improvement and Community Health Projects for Potential Inclusion in the Rural Texas Strong Funding Application Under the Federal “Big Beautiful Bill.” (C. Eaves, Mayor)

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### EXECUTIVE SUMMARY

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The City Council will discuss potential City projects for inclusion in a regional funding application being prepared by the Big Bend Regional Hospital District (BBRHD) under the federal “Rural Texas Strong” initiative associated with the “Big Beautiful Bill.” This funding opportunity is intended to support projects that advance community health, safety, infrastructure, and quality of life in rural communities.

The BBRHD has requested that regional partners, including the City of Alpine, submit priority needs and preliminary budget estimates for consideration in the District’s application. According to correspondence from the BBRHD Executive Director, entities were asked to provide an initial list of needs by February 25, 2026, with additional details to follow as the application process advances.

City leadership has expressed interest in participating to ensure Alpine’s projects are represented in the regional request. Potential project concepts discussed include health- and fitness-related facilities, such as the planned municipal swimming pool renovation and possible enhancements that would benefit children and families. Participation in the application process does not obligate the City to accept funding but allows the City to compete for resources should awards be made.

City staff met with representatives of the Big Bend Regional Hospital District on Thursday, February 19, 2026, to discuss priorities, eligibility considerations, and potential project scopes that align with the program’s objectives. This meeting provided an opportunity to clarify expectations, timelines, and documentation requirements, as well as to identify projects that the City could realistically maintain if funded — a key criterion for inclusion in the application.

Because the application is being submitted at the regional level, coordination with BBRHD and other participating entities is essential to ensure that proposed projects complement broader regional health and resilience goals. The City Manager’s Office will serve as the primary point

of contact for assembling information, coordinating with departments, and submitting materials on behalf of the City.

The purpose of this agenda item is to provide the City Council with information regarding the funding opportunity, solicit policy direction on which projects should be prioritized for inclusion, and authorize staff to continue coordination with the Big Bend Regional Hospital District as the application is developed. Council input will guide staff in refining project descriptions, estimated costs, and long-term operational considerations prior to submission deadlines.

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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 - 2/23/2026  
Final Approval - 2/23/2026

## CITY COUNCIL AGENDA ITEM REPORT

March 3, 2026

Agenda Item No. 11E

Department: Office of the City Manager

Sponsor: Henry Arredondo, City Manager

Memo Prepared By: Geoffrey R. Calderon, City Secretary

Staff Recommendation: None



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### AGENDA ITEM

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Discussion regarding the Texas Workforce Commission Summer Youth Program and potential City participation as a worksite employer to provide supervised work experience opportunities for local youth. (H. Arredondo, City Manager)

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### EXECUTIVE SUMMARY

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The City Council will engage in discussion regarding the Texas Workforce Commission (TWC) Summer Youth Employment Program and the City of Alpine's anticipated participation as a worksite employer. The program, administered locally through Workforce Solutions Borderplex, provides paid, short-term work experience and career exposure for eligible youth under the federal Workforce Innovation and Opportunity Act (WIOA).

The program is designed to connect young people—generally ages 14–24, with priority given to those facing barriers to employment—with meaningful summer employment opportunities that develop job readiness, workplace skills, and career awareness. Participating public agencies, nonprofit organizations, and private employers serve as host worksites that provide supervised work experience in a structured environment.

If participating, City departments may host youth workers during the summer months to assist with appropriate entry-level tasks such as parks and facilities support, administrative assistance, library services, recreation programming, tourism initiatives, or other activities that provide exposure to municipal operations and public service careers. Participation supports youth development, workforce readiness, and community engagement while providing additional seasonal support to City operations.

Under program guidelines, youth participants remain employees of the workforce contractor or designated employer of record rather than the host worksite. The administering organization typically manages payroll processing, wages, personnel documentation, and workers' compensation coverage. The host employer's responsibilities focus primarily on providing supervision, meaningful work assignments, time verification, performance feedback, and a safe work environment.

Worksite supervisors must be present during work hours, ensure participants are productively engaged, verify attendance records, and coordinate with workforce program staff throughout the

placement period. Participants may work up to 40 hours per week within the limits established by the program agreement.

This agenda item is intended to inform the City Council about the structure, requirements, benefits, and operational considerations of the Summer Youth Program, as well as the City’s anticipated role as a participating worksite employer. The discussion will provide Council with an overview of how the program functions, how youth placements would be integrated into City departments, and how participation aligns with broader community priorities related to workforce development and youth engagement.

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**SUPPORTING MATERIALS**

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- 1. Texas Workforce Agreement Blank

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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 - 2/23/2026  
Final Approval - 2/23/2026



## WORK EXPERIENCE AGREEMENT

Employer:	Employers Address:	Contact Name:
E-Mail:	Telephone:	Account No. or Federal Employer Identification No.

Workday	SUN	MON	TUE	WED	THUR	FRI	SAT	
Daily Work Schedule	am	am	am	am	am	am	am	
	pm	pm	pm	pm	pm	pm	pm	
<b>Total Scheduled Hours Per Week (not to exceed 40 Hours)</b>								
Background Check Required:							Yes	No

### Internal WSB Staff Only

Trainee (Name)	Contract (Training) Start Date	Contract (Training) End Date
Hourly Pay Rate	Maximum Hours	WIT ID
WSB central POC	Phone Number	E-mail

Job Description and Duties: (as provided by employer & validated by WSB)

### EMPLOYER (WORK SITE) ROLES AND RESPONSIBILITIES

Main Point of Contact – Immediate Supervisor		Phone Number:		Email:	
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### **Responsibilities of WORKSITE:**

- **WORKSITE** assures that Workforce Solutions Borderplex Participants will receive meaningful work experience in a fully supervised and safe working environment.
- **WORKSITE** agrees to provide one (1) WORKSITE supervisor for Participants and designate at least a single alternate supervisor. The WORKSITE supervisor, whose qualifications are commensurate with the job specifications, shall be present during Employee Participant's hours of work. In addition, WORKSITE will comply with the regulations set forth in the Supervisor Handbook. Work hours may vary based on the needs of the WORKSITE, up to 40 hours per week. No Employee Participant shall work for more hours than stipulated under the terms of the AGREEMENT. At no time shall an Employee Participant be required to work or be compensated for work in excess of 40 hours of work per week. **Any compensation for work that may occur in excess of 40 hours shall be the sole responsibility of the WORKSITE and paid by the WORKSITE in accordance with applicable laws or regulations governing wages and hours, to include but not limited to rules set forth by the Fair Labor Standards Act (FLSA).**
- **WORKSITE** shall have sufficient equipment and materials to perform the assigned job and sufficient meaningful work to occupy Employee Participant time during working hours.
- **WORKSITE** supervisor or alternate supervisor shall sign time and attendance records on a weekly basis, verifying the accuracy of time worked. **WORKSITE** agrees to accept direct financial responsibility for overpayment of wages resulting from negligence and/or misrepresentation of actual time worked.
- **WORKSITE** supervisor shall meet one-on-one with Employee Participant at least once a week to discuss Employee Participant's progress and complete the performance appraisal as required.
- **WORKSITE** supervisor shall provide feedback through a Workforce Evaluation form to Workforce Solutions Borderplex staff during the participants third week of work experience/internship.
- **WORKSITE** supervisor shall provide a completion report form to Workforce Solutions Borderplex staff once the participants work experience/internship has been completed.
- **WORKSITE** will agree to comply with all employment laws.
- **WORKSITE** will agree to accept the Non-Disclosure agreement provided in Appendix A.
- **WORKSITE** agrees to post job description, emergency contact information and Child Labor Law poster in the work area of each Employee Participant. An alternate plan in case of inclement weather shall be listed on the job description of any assignment that involves mostly outdoor employment.
- **WORKSITE** agrees to maintain the confidentiality of any and all information regarding Participants or their immediate families. WORKSITE shall not release any information to any other agency, entity, person or business without the specific approval of the Employee Participant's parent or guardian. In the event that WORKSITE receives a request under the Texas Public Information Act related to such information, WORKSITE agrees to notify Workforce Solutions so that interested parties may contact the Attorney General of Texas regarding the potential release of such information.

**Records and Reports:** At such times and in such forms as the Federal Government, State, or the Workforce Solutions Borderplex may require, the WORKSITE shall furnish statements, records, reports, data, and/or information pertaining to matters covered by the AGREEMENT, or related to the implementation of the AGREEMENT.

**Project Monitoring and Project Close-Out:** At any time during the term of this AGREEMENT, WORKSITE shall allow the governing body, Workforce Solutions Borderplex, or their authorized representative to monitor project performance pursuant to the terms of this AGREEMENT.



**Work Environment:** As our Work Experience and Subsidized Employment participants are provided through a federally funded work readiness program, we are required to provide a safe and healthy work environment. As a Worksite Employer for participants of this program, please certify that you:

- Promote frequent and thorough hand washing, including by providing workers, customers, and worksite visitors with a place to wash their hands. If soap and running water are not immediately available, provide alcohol-based hand rubs containing at least 60% alcohol.
- Encourage workers to stay home if they are sick.
- Encourage respiratory etiquette, including covering coughs and sneezes.
- Provide customers and the public with tissues and trash receptacles.
- Encourage physical distance among employees and between employees and others if state and local health authorities recommend the use of social distancing strategies.
- Discourage workers from using other workers' phones, desks, offices, or other work tools and equipment, when possible.
- Maintain regular housekeeping practices including routine cleaning and disinfecting of surfaces, equipment and other elements of the work environment.
- Provide Personal Protective Equipment (PPE), such as masks and gloves, as needed.
- Maintain policies requiring employees to report when they are sick or experiencing symptoms of COVID-19.
- Notify workers and Grant Associates if anyone at the worksite is diagnosed with COVID-19

### **PARTICIPANT ROLES AND RESPONSIBILITIES**

Include any other role & responsibilities, like reporting to work on time and as instructed, communicate with Case Manager with any questions or supportive services, etc.

#### Nondisclosure Agreement (NDA)

As part of your opportunity to participate in the Work Experience Program through Workforce Solutions Borderplex ("WSB") and its contractors and partners, you will have access to Confidential Information of the Worksite where you are assigned for your internship and work experience.

This Workforce Program Participant Nondisclosure Agreement (NDA) is written as an agreement between you, on the one hand, the WSB, on the other, to protect any Confidential Information of the Worksite where you perform your work experience.

An NDA is a binding contract to prevent sensitive information being disclosed. This NDA is a promise by you not to talk about, post on social media, discuss with family/friends, or otherwise publish Confidential Information from your Worksite. An NDA is often referred to as a "confidentiality agreement."

The Confidential Information of your Worksite includes any type of data, information, or documentation (in electronic or paper form) that is treated as confidential under the law or by your Worksite. Confidential Information includes any personal information about others you obtain through your Worksite that would constitute an invasion of privacy for you to discuss or release outside of work. Confidential Information includes private or sensitive internal business and operational information for your Worksite. Examples of Confidential Information protected by this NDA are:

- Names, addresses, telephone numbers, and emails of customers, suppliers, participants
- Any private personal information of others, such as dates of birth, social security numbers, driver's license numbers, family membership, income, health information, insurance information, test results, financial information.
- Internal corporate information such as financial information, sales information, strategies, legal matters, auditor information.



- Trade secrets, meaning any type of device, plan, program, app, that was developed and owned by your Worksite for its business.
- Business plans or strategies.

In return for WSB's agreement to provide you with a paid Work Experience, you agree in return to keep your Worksite's Confidential Information strictly confidential.

By your signature below, you are confirming that you have read, reviewed, and agree that:

- You will keep your Worksite's Confidential Information in strict confidence, protect the security, integrity, and confidentiality of the Confidential Information and not permit unauthorized access to or unauthorized use, disclosure, publication, or dissemination of Confidential Information.
- You understand and agree that your Worksite owns its Confidential Information. This means you cannot use or take Confidential Information with you at the end of your Work Experience.
- You agree not to make unauthorized copies of or take Confidential Information and that you will not retain or keep any Confidential Information after your Work Experience ends.
- The obligation to keep Confidential Information confidential extends beyond your Work Experience for a minimum period of 10 years.
- Violations of this NDA may lead to financial penalties and termination of your Work Experience.

This NDA is in addition to any policies or agreements provided by your Worksite and supplements any applicable law governing the confidentiality of your Worksite's information or property.

#### **WORKFORCE SOLUTIONS BORDERPLEX ROLES AND RESPONSIBILITIES**

1. Workforce Solutions shall identify and refer Participants to the WORKSITE and shall provide subsequent support and assistance to the WORKSITE as needed during the operation of this program:
  - Provide case management to the Participants and identify barriers to employment for successful completion.
  - Support of general supervision to include ongoing feedback to both WORKSITE and supervisor.
2. Grant Associates shall provide check-writing or electronic transfer of payroll services for Participant work activity according to a standard payroll schedule. Grant Associates shall retain personnel files on all with the following contents:
  - Certificate of I-9/Employment Eligibility
  - Copy of Social Security Card
  - Participant Pay Rate
  - Signed Acknowledgement Grievance/Complaint Procedure
  - Consent for Criminal Background Check
  - Pre-Employment Drug Screening Information (or Waiver thereof) Management of critical incidents as the employer of record.
  - Timesheet management to include receipt and processing of said documents.
  - Worksite injury and Workers' Compensation coordination.
  - Review of worksite safety to include compliance with Wage and Hour and Federal/State Labor Law requirements
3. Workforce Solutions will supply time sheets and performance appraisal templates.
4. Grant Associates shall be considered the employer of record for the Participants placed on worksites per this Agreement and be responsible for all compensation to the Participants for work experience/internship activities at a WORKSITE location. In addition, Grant Associates will assume responsibility for Workers' Compensation



liability. The Grant Associates will agree to comply with all employment laws and be solely responsible for any employment-related claims by the participants.

5. Workforce Solutions Borderplex will conduct a job analysis prior to the placement of an Employee Participant in work experience/internship, and develop a job description and specifications, if they do not already exist.

### ALL PARTIES AGREEMENT

This AGREEMENT is entered into between hereinafter referred to as the work experience/internship “WORKSITE,” and Workforce Solutions Borderplex, a non-profit corporation organized under the laws of the State of Texas hereafter referred to as “Workforce Solutions Borderplex.”

#### A. WITNESSETH:

It is the intent of this AGREEMENT to provide Workforce Solutions Borderplex and the WORKSITE an overview of the administrative and operational structure for the employment component of the work experience/internship program. Working with the targeted populations in the Local Workforce Development Area, Workforce Solutions Borderplex has received under contract federal funds to support an area work experience/internship program for eligible participants using non-profit, public and private employer worksites.

WHEREAS, The Congress of the United States has enacted the Workforce Innovation and Opportunity Act of 2014, Public Law 113- 128 (H.R. 803), hereinafter referred to as the “ACT”; and,

WHEREAS, Grant Associates has entered into a financial agreement with the Workforce Solutions Borderplex Workforce Development Board to provide for the delivery of services in local area for the operation of a work experience/internship program, and,

WHEREAS, Grant Associates shall be considered the employer of record for the Participants placed on worksites per this Agreement and be responsible for all compensation to the Participants for work experience/internship activities at a WORKSITE location.

WHEREAS, the Local Area’s plan identifies a need for an employment program offering Work Experience/Internships for eligible and identified participants; and,

WHEREAS, Grant Associates is ready, willing and able to provide payroll services and Workers’ Compensation coverage for this experience for those Participants working at the WORKSITE locations as the Employer of Record,

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained in this AGREEMENT, and subject to the terms, conditions and assurances as herein set forth, the parties do hereby agree as follows:

#### B. GENERAL TERMS

##### Agreement Period:

The term of this Agreement will be from the date of the last signature below and shall continue for a period as outlined in the agreement. Thereafter, this Agreement will automatically renew on a year-to-year basis, not to exceed three (3) year renewals.

##### Provisions:

If any provisions of this AGREEMENT are found to be in violation of local, state, or federal rule, law or regulation, the AGREEMENT shall be changed to comply with such law, rule or regulation.

##### Complaint Procedure:



Participants enrolled in Workforce Solutions Borderplex program services shall not be considered employees of the WORKSITE. Should the WORKSITE have any dissatisfaction, concern, or complaint about the manner in which the Workforce Solutions Borderplex Participants are performing responsibilities under this AGREEMENT, those matters shall be communicated to the designated Workforce Solutions Borderplex representative for appropriate action as deemed necessary.

#### Termination of Agreement:

Given the short-term operating period of work experience/internship programs, this AGREEMENT may be terminated by either party with written notice to the other party or by mutual agreement of both parties within 30 days of receipt of said notice.

#### Performance of Conditions:

Workforce Solutions Borderplex and the WORKSITE certify that all conditions precedent to the valid execution of the AGREEMENT or its parts have been satisfied. WORKSITE assures it possesses the legal authority to participate in this AGREEMENT.

#### Laws Applicable:

It is the intent of the parties hereto that the terms and conditions of this AGREEMENT, and the work to be performed hereunder, are subject to the applicable provisions of Federal law, and any rules and regulations lawfully promulgated hereunder, and to all applicable state and local laws, ordinances, rules and regulations.

#### Compliance with WIOA:

WORKSITE agrees it will comply with the requirements of the Workforce Innovation and Opportunity Act of 2014 (P.L. 113-128), and with regulations and policies promulgated hereunder. Per the terms of this AGREEMENT, the WORKSITE, by signing this AGREEMENT, will comply with the following specific requirements required to provide services under the ACT.

- Maintenance of Effort: The WORKSITE will only provide services under this AGREEMENT, which in the absence of said AGREEMENT would not have been available to the Participants.
- Non-Displacement of Workers: The WORKSITE certifies that by entering into this AGREEMENT, no permanent full-time employee was displaced from their employment as a result of the terms of this AGREEMENT.
- Prohibition of Political Activities: All employees whose employment directly resulted from AGREEMENT funding shall not be involved in any political activities to include candidate and/or campaign support.
- Lobbying: The WORKSITE shall not use funds and/or human resources to promote or initiate any activity tied to lobbying efforts related to local, state and/or federal politics.
- Sectarian Activities: The WORKSITE shall not provide employment or training in sectarian activities and/or use contract resources to promote such activities.
- Union Activities: The WORKSITE shall not use any funds or resources provided under this AGREEMENT to assist, promote or deter union organizing and/or affect a collective bargaining process.

#### Rights and Remedies Not Waived:

Payment of wages by Grant Associates shall not be construed as a waiver by the WORKSITE of their responsibility to provide competent management of Participants in this work-based activity. Although Grant Associates shall be recognized as the employer of record of the Participants, the WORKSITE will maintain responsibility for direct supervision to include the maintenance of a safe and healthy working environment for Participants.

### **C. AGREEMENT EXECUTION:**



The parties hereto have caused the AGREEMENT to be executed effective on the date last signed by the parties. The undersigned is an authorized representative of the Worksite Employer and hereby attests that the information set forth above is true and correct, to the best of his/her knowledge.

WORKSITE:

Signature & Date:	
Printed Name:	

PARTICIPANT:

Signature & Date:	
Printed Name:	

WORKFORCE SOLUTIONS BORDERPLEX:

Signature & Date:	
Printed Name:	

*Internal Reference Only*

Participant ID:	
Funding Source:	

## CITY COUNCIL AGENDA ITEM REPORT

March 3, 2026

Agenda Item No. 11F

Department: Office of the City Manager

Sponsor: Henry Arredondo, City Manager

Memo Prepared By: Geoffrey R. Calderon, City Secretary

Staff Recommendation: None



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### AGENDA ITEM

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Discussion regarding potential collaboration between the City of Alpine and Alpine Independent School District for grant funding, joint use, and improvements to the Historic Manuel Payne Field located in Kokernot Park. (H. Arredondo, City Manager)

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### EXECUTIVE SUMMARY

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The City Council will receive information and engage in discussion regarding a potential partnership between the City of Alpine and Alpine Independent School District (AISD) for improvements to the Historic Manuel Payne Field located within Kokernot Park. The discussion will focus on possible grant funding opportunities, joint use arrangements, capital improvements, and long-term operational considerations associated with the facility.

City staff recently met with AISD leadership to explore collaborative options for upgrading the field to better serve students, youth programs, and the broader community. AISD has indicated interest in pursuing a project that could include significant facility enhancements and is seeking input from the City regarding its willingness to participate in the project as a partner.

According to correspondence from the AISD Superintendent, key questions for Council consideration include whether the City would be interested in participating financially in the project through a joint investment with the District, potentially in the range of approximately \$300,000 to \$500,000 depending on final design and construction costs. AISD has indicated that such participation could be structured through a long-term interlocal agreement outlining funding responsibilities, project timelines, and shared use of the facility.

AISD has also requested guidance on alternative options should direct financial participation not be feasible. These options may include the potential sale of the field to the District or a land exchange arrangement to allow the project to proceed at an appropriate site. Council feedback on these possibilities will help the District determine whether to continue planning at the Manuel Payne Field location or evaluate other sites.

AISD has indicated a tentative construction timeline of August through October 2026, with a target completion date of November 1, 2026, making timely coordination important if the project is to move forward this year.

This agenda item is intended to inform the City Council of the District’s proposal, outline potential partnership models, and facilitate discussion regarding the City’s interests, priorities, and considerations related to the field. The discussion will also provide direction to staff regarding continued coordination with AISD, evaluation of funding opportunities, and potential development of an interlocal agreement or other arrangements, if appropriate.

No formal action is requested at this time unless otherwise directed by the Council.

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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 - 2/23/2026  
Final Approval - 2/23/2026

## CITY COUNCIL AGENDA ITEM REPORT

March 3, 2026

Agenda Item No. 11G

Department: City Council

Sponsor: Catherine Eaves, Mayor

Memo Prepared By: Geoffrey R. Calderon, City Secretary

Staff Recommendation: None



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### AGENDA ITEM

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Discussion regarding the adoption of an official City of Alpine logo reflecting the City's identity as the Heart of the Big Bend Dark Sky Reserve and authorizing its use for official municipal purposes. (C. Eaves, Mayor)

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### EXECUTIVE SUMMARY

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#### Purpose

The purpose of this item is to facilitate City Council discussion regarding a proposed official logo for the City of Alpine and to receive direction in light of feedback from employees, residents, and stakeholders.

#### Background

On September 30, 2025, the City of Alpine and Brewster County held a joint workshop to discuss regional economic development initiatives. A primary focus of the discussion was leveraging Alpine's location within the Big Bend International Dark Sky Reserve—the largest recognized Dark Sky Reserve in the world—to promote tourism and economic activity in the region.

Following this workshop, the Mayor and Interim City Manager requested that the Director of Tourism, Chris Ruggia, develop draft logo concepts that would highlight Alpine's connection to the Dark Sky Reserve and strengthen the City's tourism branding.

The City Council reviewed preliminary designs on January 6, 2026, provided feedback, and recommended refinements. The Council discussed revised versions again on February 17, 2026, where additional adjustments were considered based on Council input.

An item was initially placed on the March 3, 2026 agenda for formal adoption of a new official logo. However, subsequent feedback from City employees and other stakeholders raised concerns regarding the proposed design.

#### Stakeholder Feedback

Feedback received indicated that the proposed logo:

- Does not clearly reference the “City of Alpine” or municipal identity
- Appears heavily focused on Sul Ross State University (SRSU)
- Could be interpreted as representing the University rather than the City
- May not adequately reflect the broader community or municipal government

Based on this feedback, the Mayor revised the item from an action item to a discussion item to allow for further deliberation before any formal adoption.

The current draft design emphasizes Alpine’s location in the “Heart of the Big Bend Dark Sky Reserve” and includes references to Sul Ross State University.

*(Third-round review draft of the Dark Sky City Seal.)*

#### Discussion Goals

Council discussion may include:

- Whether the proposed design appropriately represents the City’s identity
- The role of Dark Sky branding in municipal communications
- The degree to which partnerships (such as SRSU) should be reflected in an official City logo
- Possible revisions to incorporate clearer reference to the City of Alpine
- Whether additional community input or alternative designs should be pursued
- Direction regarding next steps, including potential redesign or formal adoption at a later date

#### Fiscal Impact

None associated with discussion. Any future implementation costs would depend on Council direction and would likely be phased over time.

#### Recommendation

This item is presented for discussion only. Staff seeks City Council guidance on whether to revise the proposed logo, pursue alternative concepts, solicit additional stakeholder input, or move forward with formal adoption at a future meeting.

1. 1-6-26 1st Round Dark Sky Logo Drafts
2. 2-17-26 2nd Round Dark Sky Drafts
3. 3-3-26 3rd Round Dark Sky Logo 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 - 2/23/2026  
Final Approval - 2/23/2026

Review Drafts for City of Alpine Dark Sky City Seal



Full Color

Grayscale

Black Only

## Second Round Review Drafts for City of Alpine Dark Sky City Seal



Original (without Sul Ross)



Bar SR Bar



Added text

Third Round Review Draft for City of Alpine Dark Sky City Seal



## CITY COUNCIL AGENDA ITEM REPORT

March 3, 2026

Agenda Item No. 12A

Department: Administration

Sponsor: Henry Arredondo, City Manager

Memo Prepared By: Geoffrey R. Calderon, City Secretary

Staff Recommendation: Approve



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### AGENDA ITEM

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Approve the first reading of Ordinance 2026-03-01, an Ordinance Approving Rezone Application 2026-03-01; Amending the Official Zoning Map of the City by Rezoning the Property Located at 707 E. Ave F and Legally Described as the South 69.44 Feet of Lots Six (6) and Seven (7), Block Twenty-Five (25), Hancock Addition (South of the Railroad) to the City of Alpine, Brewster County, Texas, as the Same Appears in Plat Envelope No. 112 on File in the Office of the County Clerk of Brewster County, Texas, Save and Except the East 17.3' of Lot 6 Deeded by F.E. Weyerts to the City of Alpine, Texas, for Street or Highway Purposes, Dated August 30, 1947, Recorded in Volume 111, Page 380, Deed Records of Brewster County, Texas; Rezoning the Subject Property from R-2 Two-Family District to C-1 Neighborhood Commercial District; Providing Findings of Fact, Repealer, Severability, Effective Date, Proper Notice, and Hearing Clauses. (H. Arredondo, City Manager)

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### EXECUTIVE SUMMARY

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The City Council will receive information and engage in discussion regarding a proposed zoning change for the property located at 707 E. Avenue F, legally described as the south 69.44 feet of Lots 6 and 7, Block 25, Hancock Addition (South of the Railroad), in the City of Alpine. The applicant, Michael Naccarato on behalf of Chaparral & Co LLC, has requested that the zoning designation be changed from R-2 Two Family District to C-1 Neighborhood Commercial District.

The purpose of the request is to allow commercial uses not permitted under the current residential zoning designation. According to the application materials, the proposed use includes company headquarters, office space, retail sales, and commercial storage associated with outdoor adventure equipment and outfitting services.

The subject property consists of approximately 0.15 acres and is currently zoned for residential use, with surrounding properties largely developed as residential lots. The requested C-1 designation would permit neighborhood-scale commercial activities consistent with the City's zoning ordinance.

In accordance with statutory requirements and City procedures, the Planning & Zoning Commission conducted a public hearing on February 23, 2026, after proper notice was published

and mailed to nearby property owners. Following consideration of public input and staff review, the Commission voted to recommend approval of the rezoning request to the City Council.

The proposed ordinance is scheduled for consideration by the City Council on first reading on March 3, 2026, and second and final reading on March 17, 2026. Public hearings will be held in conjunction with these readings to allow interested parties an opportunity to provide comments before final action is taken.

This agenda item is intended to inform the City Council of the details of the rezoning request, summarize the recommendation of the Planning & Zoning Commission, and facilitate discussion regarding land use compatibility, potential impacts to surrounding properties, and consistency with the City’s comprehensive planning goals. The discussion will also provide Council members an opportunity to ask questions prior to taking formal action on the ordinance at the scheduled readings.

No formal action is requested at this time beyond discussion associated with the ordinance’s introduction unless otherwise directed by the Council.

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**SUPPORTING MATERIALS**

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- 1. 2026-03-01 Ordinance Zoning Change Chaparral Co LLC
  - 2. Rezone - 707 E Ave F - Naccarato, Michael\_Redacted
- 

**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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

Approved - 2/24/2026  
New -

**ORDINANCE 2026-03-01**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS APPROVING REZONE APPLICATION 2026-03-01; AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY REZONING THE PROPERTY LOCATED AT 707 E. AVE F AND LEGALLY DESCRIBED AS THE SOUTH 69.44 FEET OF LOTS SIX (6) AND SEVEN (7), BLOCK TWENTY-FIVE (25), HANCOCK ADDITION (SOUTH OF THE RAILROAD) TO THE CITY OF ALPINE, BREWSTER COUNTY, TEXAS, AS THE SAME APPEARS IN PLAT ENVELOPE NO. 112 ON FILE IN THE OFFICE OF THE COUNTY CLERK OF BREWSTER COUNTY, TEXAS, SAVE AND EXCEPT THE EAST 17.3' OF LOT 6 DEEDED BY F.E. WEYERTS TO THE CITY OF ALPINE, TEXAS FOR STREET OR HIGHWAY PURPOSES, DATED AUGUST 30, 1947, RECORDED IN VOLUME 111, PAGE 380, DEED RECORDS OF BREWSTER COUNTY, TEXAS; REZONING THE SUBJECT PROPERTY FROM R-2 TWO FAMILY DISTRICT TO C-1 NEIGHBORHOOD COMMERCIAL DISTRICT; PROVIDING FINDINGS OF FACT, REPEALER, SEVERABILITY, EFFECTIVE DATE, PROPER NOTICE, AND HEARING CLAUSES.**

**WHEREAS**, Michael Naccarato, on behalf of Chaparral & Co LLC, initiated a zoning change to update the zoning designation from R-2 Two Family District to C-1 Neighborhood Commercial District for the property located at 707 E Ave F; and

**WHEREAS**, the subject property is legally described as the South 69.44 feet of Lots Six (6) and Seven (7), Block Twenty-Five (25), Hancock Addition (South of the Railroad) to the City of Alpine, Brewster County, Texas, as the same appears in Plat Envelope No. 112 on file in the Office of the County Clerk of Brewster County, Texas, SAVE AND EXCEPT the East 17.3' of Lot 6 deeded by F.E. Weyerts to the City of Alpine, Texas for street or highway purposes, dated August 30, 1947, recorded in Volume 111, Page 380, Deed Records of Brewster County, Texas; and

**WHEREAS**, the subject property has a property identification number of 10734 in the public records of Brewster County, Texas, and the record owner of the property is Chaparral & Co LLC; and

**WHEREAS**, the applicant of the rezoning application seeks to establish a commercial storage and retail & office space at the subject property, the use of which is not acceptable under the current zoning designation; and

**WHEREAS**, on February 23, 2026, the Planning & Zoning Commission of the City of Alpine held a public hearing regarding the request to rezone, public notice of which was duly provided to the public in the February 5, 2026 and March 12, 2026 edition of the City's official newspaper; and

**WHEREAS**, the Planning & Zoning Commission voted to recommend approval of the rezoning request; and

**WHEREAS**, the City Council held a public hearing on March 3, 2026 and March 17, 2026, regarding the request to rezone, public notice of which was duly provided to the public in the February 5, 2026 and March 12, 2026 edition of the Official Newspaper of the City; and

**WHEREAS**, notices were sent by United States Postal Service mail to property owners within 200 feet regarding the times and places of the public hearings at least 10 days prior to said hearings; and

**WHEREAS**, Chapter 211 of the Texas Local Government Code provides that municipalities have the authority to regulate zoning; and

**WHEREAS**, Section 2.01(B)(8) of the City's Charter provides the City with authority to establish land use and development regulations, including zoning regulations, by ordinance; and

**WHEREAS**, after receiving a recommendation from the Planning & Zoning Commission, receiving resident feedback, and receiving feedback from City Staff, the City Council deems it to be in the best interest of the City to approve the zoning change of the subject property as requested by the applicant; and

**WHEREAS**, the City Council has given due public notice of hearings relating to zoning districts, regulations, and restrictions, and has held such public hearings; and

**WHEREAS**, all requirements of the State Statutes, regarding the preparation of the report of the Planning & Zoning Commission and subsequent action of the City Council have been met.

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

**SECTION I  
FINDINGS OF FACT**

The City Council of the City of Alpine hereby makes the following findings of fact, consistent with the recommendation of the Planning & Zoning Commission and based on evidence presented at public hearings and in staff reports:

The zoning designation of C-1 Neighborhood Commercial District is hereby approved for the property located at 707 E. Ave. F and legally described as the South 69.44 feet of Lots Six (6) and Seven (7), Block Twenty-Five (25), Hancock Addition (South of the Railroad) to the City of Alpine, Brewster County, Texas, as the same appears in Plat Envelope No. 112 on file in the Office of the County Clerk of Brewster County, Texas, SAVE AND EXCEPT the East 17.3' of Lot 6 deeded by F.E. Weyerts to the City of Alpine, Texas for street or highway purposes, dated August 30, 1947, recorded in Volume 111, Page 380, Deed Records of Brewster County, Texas.

Each one of the above findings, along with the recitals in the preamble of this ordinance, are incorporated herein and adopted as legislative findings of the City Council.

**SECTION II  
CUMULATIVE CLAUSE**

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

**SECTION III  
SEVERABILITY CLAUSE**

It is hereby declared to be the intention of the City Council of the City of Alpine that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences paragraphs or sections of the Ordinances, since the same would have been enacted by the City Council without incorporation in this ordinance of any such unconstitutional phrases, clause, sentence, paragraph or section.

**SECTION 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 public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

**SECTION V  
PUBLIC HEARING**

A public hearing was held on March 3, 2026 and March 17, 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 hearings, and notice of how to obtain copies of the proposed documents, was published in the Alpine Avalanche, the official newspaper of the City of Alpine, on February 5, 2026 and March 12, 2026.

**SECTION VI  
EFFECTIVE DATE**

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

**PASSED AND ADOPTED THIS 17<sup>TH</sup> DAY OF MARCH 2026 BY MAJORITY VOTE OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.**

**INTRODUCTION AND FIRST READING**  
MARCH 3, 2026

**SECOND AND FINAL READING**  
MARCH 17, 2026

**APPROVED:**

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Catherine Eaves, Mayor

**ATTEST:**

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Geoffrey R. Calderon, City Secretary

**APPROVED AS TO FORM:**

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City Attorney



# APPLICATION FOR REZONE

City of Alpine Building Services Department  
 309 W. Sul Ross Av., Alpine Texas, 79830  
 432.837.3281

Application Fee is \$500.00 per property (non-refundable)

*Section 21.03. The city council shall have jurisdiction with respect to all rezone requests.  
 The planning and zoning commission shall review and submit a recommendation to the city council on all applications for rezoning.*

\*Application must be completely filled out. Subsequent applications will require a new fee.

PROPERTY INFORMATION	
Address of property <u>707 East Avenue F, Alpine, Tx 79830</u>	Parcel ID# <u>10734</u>
Legal Description <u>Hancock, BLOCK 25, LOT 6 5/2 OF 6 &amp; 7</u>	
Acreage of Site <u>0.15 ACRES</u>	Current Zone <u>R2</u>
OWNER INFORMATION	
Property Owner <u>Chaparral &amp; Co LLC</u>	
Applicant Name <u>Michael Naccarato</u>	
Applicant Mailing Address <u>410 E Harriet st.</u>	
City, State, Zip <u>Alpine, Tx, 79830</u>	
Project for which Rezoning is Sought <u>Guide Company headquarters/office, with Retail space for Big Bend specific adventure gear. Far West Texas Outfitters Boat house.</u>	
Applicable Section/ Subjection Ordinance <u>Appendix C zoning</u>	Specific Use of the Property <u>Commercial</u>
Existing Uses of Adjacent Properties <u>Residential</u>	Survey Included Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

**\*\* If the applicant is not the legal owner of the property, a notarized statement by the owner that the applicant is the authorized agent of the owner of the property.**

## REZONING CHECKLIST

Initiation of zoning or rezoning:

- Section 21.01. Zoning or rezoning of property may be initiated by the:
  - Council;
  - Planning and zoning commission;
  - Record owner;

- Petition of:
    - a. The owners of at least 51 percent of the land, by land area, in the proposed district; or
    - b. At least 51 percent of the owners of individual properties in the proposed district.
      - 1. Property owned by the City of Alpine or other governmental entities shall be fully excluded from the area subject to petition of the owners, except such property may be included in support if it contains structures or features that contribute to the historic character of the district, as determined by the historic landmark commission. The amount of such property to be calculated as supporting shall not exceed one-third of the 51 percent of the land in the proposed district.
- (Ord. No. 2016-08-02, 9-20-16; Ord. No. 2016-10-03, 11-1-16)

**Section 21.02. Proposed district boundaries must be contiguous.**


*Except as provided in section 21.01, the boundaries of the districts proposed in a zoning or rezoning application must be contiguous.*

*\*\* The boundaries of the districts proposed in a zoning application may be noncontiguous if the zoning is initiated by the council or the planning and zoning commission. (Ord. No. 2016-08-02, 9-20-16; Ord. No. 2016-10-03, 11-1-16.*

**SUBMITTAL VERIFICATION/INSPECTION AUTHORIZATION:**

I, as owner of the property, hereinafter referenced, do hereby execute this document, and acknowledge the above statements to be true and accurate to the best of knowledge. I have received, read and understand the terms and conditions of this request and agree to compliance with all applicable codes and ordinances of the City. I authorize the City or their representatives to visit and inspect the property for which this application is being submitted.

**OPTIONAL:**

 I authorize my duly authorized agent to coordinate with the City and its representatives and speak in my behalf for the purpose of representing me in regards to this request.

 Michael Naccarato 1/26/26  
 Applicant's Signature Printed Name Date

FOR STAFF USE ONLY		
Permit No. <span style="font-size: 1.2em;">26-008322</span>	Total Fees <span style="font-size: 1.2em;">\$500.00</span>	Date <span style="font-size: 1.2em;">01/26/26</span>

**Section 21.15 Refunds**  
*The fees established shall be non-refundable to the applicant, unless the request is completely withdrawn before the procedure of notices as set forth in section 20.13 have begun.*  
 (Ord. No. 2016-08-02, 9-20-16; Ord. No. 2016-10-03, 11-1-16)

**Section 21.04**  
 Conditional Use Permit Application fee \$250.00  
 REZONING Application Fee \$100.00  
**Total amount due: \$350.00**

Fee is non-refundable. Subsequent applications will require a new fee.

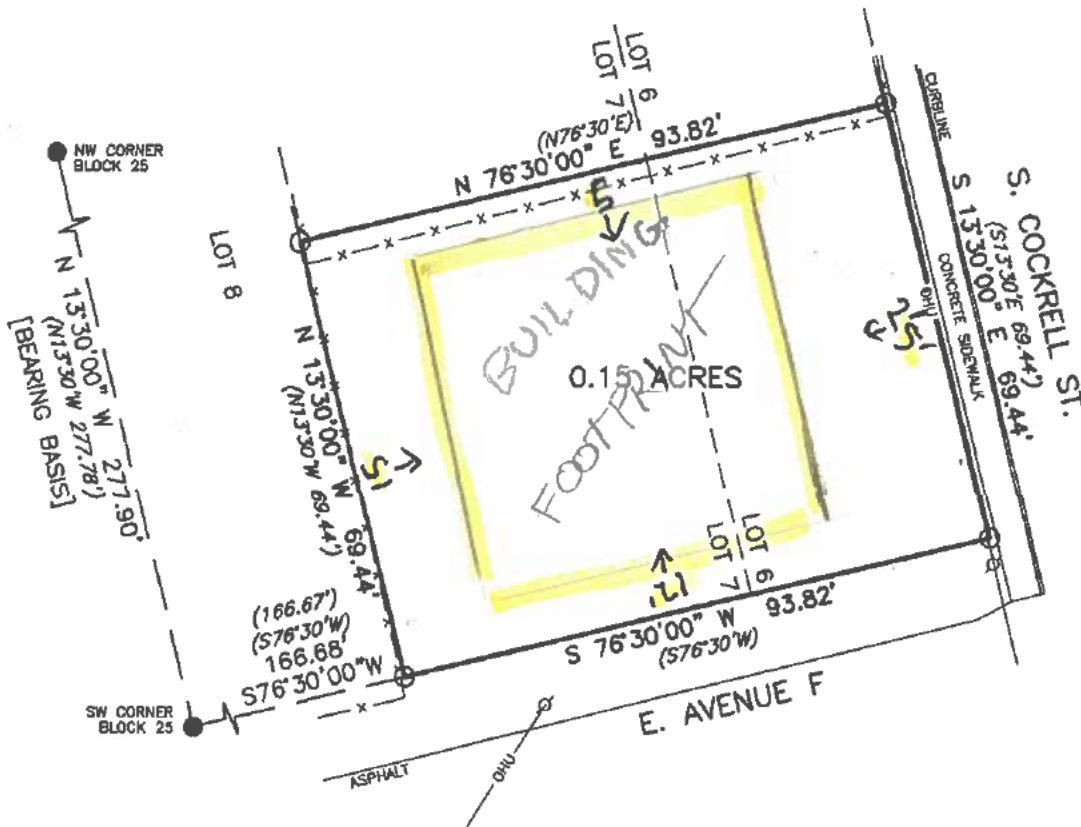
# SURVEY PLAT

SOUTH 69.44 FEET OF LOTS 6 AND 7, BLOCK 25, HANCOCK ADDITION [SOUTH OF RAILROAD] TO THE CITY OF ALPINE, ENVELOPE 112, PLAT RECORDS OF BREWSTER COUNTY, TEXAS

SAVE AND EXCEPT THE EAST 17.3 FEET OF LOT 6

ALPINE, TEXAS

*Set back*



AN INDEPENDENT EXHAUSTIVE SEARCH OF THE PUBLIC RECORD HAS NOT BEEN CONDUCTED. EASEMENTS/RESTRICTIONS NOT SHOWN HEREON MAY AFFECT THIS TRACT.

### LEGEND

- IRON ROD FOUND [CAPPED AS NOTED]
  - CAPPED IRON ROD SET [5911]
  - UTILITY POLE
  - OHU — OVERHEAD UTILITY
  - x — x — FENCE
  - ( ) RECORD INFORMATION
- BEARING BASIS: AS SHOWN



ACCORDING TO FEMA FIRM MAP PANEL 4800850002B, DATED 11/16/1990, THIS TRACT APPEARS TO LIE WITHIN ZONE X [AREAS OUTSIDE THE 500-YEAR FLOODPLAIN].

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*

8-25-2022

KEVIN MUELLER  
 105 N. COCKRELL ST.  
 (432) 538-2115  
 KEVIN.MUELLER@SAWTOOTHSURVEY.COM

SAW TOOTH SURVEY  
 P.O. BOX 1751  
 ALPINE, TX 79831



## CITY COUNCIL AGENDA ITEM REPORT

March 3, 2026

Agenda Item No. 12B

Department: Office of the City Manager

Sponsor: Henry Arredondo, City Manager

Memo Prepared By: Geoffrey R. Calderon, City Secretary

Staff Recommendation: Approve



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### AGENDA ITEM

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Approve the first reading of Ordinance 2026-03-02, an ordinance amending Chapter 26 – Civic and Cultural Affairs and Facilities of the Alpine Code of Ordinances; Establishing Article IV – Alpine Public Library; Recognizing the Alpine Public Library as a Core Civic and Cultural Institution; Exempting the Alpine Public Library from the Community Services Grant Program; Authorizing Annual Consideration of funding through the City’s budget process; Providing Findings of Fact; Providing for Inclusion in the Code of Ordinances; Providing a Cumulative clause; Providing a Severability Clause; Providing for Proper Notice and Meeting; And Providing an Effective Date. (H. Arredondo, City Manager)

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### EXECUTIVE SUMMARY

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The City Council will receive information and engage in discussion regarding Ordinance 2026-03-02, which proposes to amend Chapter 26 of the City’s Code of Ordinances to formally recognize the Alpine Public Library as a core civic and cultural institution of the City of Alpine. The ordinance would establish a new Article IV dedicated to the Library, exempt the Library from the Community Services Grant Program, and authorize consideration of funding through the City’s annual budget process.

During the City Council workshop on February 3, 2026, concerning the Community Services Grant Program, the Council provided direction to staff indicating that the Alpine Public Library should not be required to participate in the competitive grant process due to its unique role in providing essential services to the community. The proposed ordinance is intended to memorialize that policy direction in the City’s Code of Ordinances.

Although the Alpine Public Library is not owned or operated by the City, it provides longstanding educational, informational, cultural, and community services traditionally associated with municipal libraries. The City has historically relied on the Library to fulfill these core public functions for residents, and the Council has determined that its role differs materially from discretionary nonprofit organizations that apply for grant funding.

The ordinance would therefore formally exempt the Library from the Community Services Grant Program while preserving transparency and fiscal accountability by requiring that any funding be considered annually during the City’s regular budget process. Importantly, the ordinance

language does not mandate funding or create an entitlement; rather, it preserves the City Council’s full legislative discretion over appropriations each fiscal year.

Prior correspondence to the City Council explained that the ordinance was intentionally structured to preserve this discretion and avoid creating a contractual obligation or guaranteed funding level. Subsequent review by the City Attorney resulted in minor revisions to ensure the language accurately reflects the Council’s legislative intent to consider funding annually through the budgeting process rather than requiring a specific appropriation in the ordinance itself.

The ordinance is scheduled for consideration by the City Council on first reading on March 3, 2026, and second and final reading on March 17, 2026, following the City’s standard two-reading ordinance adoption process.

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**SUPPORTING MATERIALS**

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1. 2026-03-02 Alpine Public Library Core Institution\_CT (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 - 2/24/2026  
New -

**ORDINANCE 2026-03-02**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS AMENDING CHAPTER 26 – CIVIC AND CULTURAL AFFAIRS AND FACILITIES OF THE ALPINE CODE OF ORDINANCES; ESTABLISHING ARTICLE IV – ALPINE PUBLIC LIBRARY; RECOGNIZING THE ALPINE PUBLIC LIBRARY AS A CORE CIVIC AND CULTURAL INSTITUTION; EXEMPTING THE ALPINE PUBLIC LIBRARY FROM THE COMMUNITY SERVICES GRANT PROGRAM; AUTHORIZING ANNUAL CONSIDERATION OF FUNDING THROUGH THE CITY’S BUDGET PROCESS; PROVIDING FINDINGS OF FACT; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PROPER NOTICE AND MEETING; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, pursuant to Section 51.001 of the Texas Local Government Code, the City has general authority to adopt ordinances necessary for the good government, peace, and order of the City and for the promotion of the public welfare; and

**WHEREAS**, the City Council has engaged in extensive deliberations regarding the appropriate, transparent, and lawful framework for funding nonprofit organizations that provide services to Alpine residents, including the establishment of a Community Services Grant Program; and

**WHEREAS**, during a duly noticed City Council workshop regarding the Community Services Grant Program, the City Council considered the role of the Alpine Public Library and determined that its nature, purpose, and function differ materially from those of discretionary nonprofit grant applicants; and

**WHEREAS**, the Alpine Public Library is not owned or operated by the City of Alpine, yet provides long-standing, essential educational, informational, cultural, and community services traditionally associated with municipal library services; and

**WHEREAS**, many municipalities are required to own and operate their own libraries, but the City of Alpine has historically relied upon the Alpine Public Library to fulfill this core public service for its residents; and

**WHEREAS**, the City Council finds that the Alpine Public Library serves a valid public purpose and constitutes a core civic and cultural institution that is integral to the quality of life, educational advancement, and civic engagement of Alpine residents; and

**WHEREAS**, the City Council desires to memorialize the importance of the Alpine Public Library, exempt it from the Community Services Grant Program, and authorize its funding to be considered annually through the City’s regular budget process, while preserving the City Council’s legislative discretion and authority over appropriations; and

**WHEREAS**, the City Council deems it to be in the best interest of the City and its residents to amend Chapter 26 of the Code of Ordinances to formally recognize and provide for the Alpine Public Library in a manner consistent with state law, the City Charter, and established municipal best practices.

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

**SECTION I  
FINDINGS OF FACT**

Chapter 26, Civic and Cultural Affairs and Facilities, of the City of Alpine Code of Ordinances is hereby amended to add a new Article IV, “Alpine Public Library,” as set forth in Exhibit “A” attached hereto and incorporated herein for all purposes. The premises contained in this ordinance and in Exhibit “A” are hereby found to be true and correct legislative and factual findings of the City Council of the City of Alpine and are approved and incorporated herein as findings of fact.

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

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

**SECTION III  
CUMULATIVE CLAUSE**

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

**SECTION IV  
SEVERABILITY CLAUSE**

It is hereby declared to be the intention of the City Council of the City of Alpine that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences paragraphs or sections of the Ordinances, since the same would have been enacted by the City Council without incorporation in this ordinance of any such unconstitutional phrases, clause, sentence, paragraph or section.

**SECTION V  
PROPER NOTICE AND MEETING**

It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code. A public hearing was held on **March 17, 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 **March 12, 2026**.

**SECTION VI  
EFFECTIVE DATE**

This ordinance shall be effective upon passage and publication as required by State and the City Charter.

**PASSED AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL OF THE CITY OF ALPINE TEXAS ON THIS THE 17<sup>TH</sup> DAY OF MARCH 2026.**

**INTRODUCTION AND FIRST READING**

**MARCH 3, 2026**

**SECOND AND FINAL READING**

**MARCH 17, 2026**

APPROVED:

ATTEST:

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**EXHIBIT “A”**

**EDITOR’S NOTE:**

Additions are Underlined. ~~Omissions appear in Strikethrough Text.~~

**ARTICLE IV. ALPINE PUBLIC LIBRARY**

Sec. 26-XX. Purpose and findings.

The City Council finds that the Alpine Public Library provides essential educational, informational, cultural, and civic services to residents of the City and serves a valid public purpose consistent with services traditionally provided by municipal libraries.

Sec. 26-XX. Exemption from Community Services Grant Program.

The Alpine Public Library is exempt from participation in the City’s Community Services Grant Program and shall not be required to apply for funding through that program.

Sec. 26-XX. Annual budget consideration.

(a) The City Council shall consider funding for the Alpine Public Library annually as part of the City’s regular budget process.

(b) Nothing in this section shall be construed to create an entitlement, contractual obligation, or guaranteed level of funding. All appropriations remain subject to City Council discretion and applicable law.

Secs. 26-XX—26-XX. Reserved.

## CITY COUNCIL AGENDA ITEM REPORT

March 3, 2026

Agenda Item No. 12C

Department: Administration

Sponsor: Henry Arredondo, City Manager

Memo Prepared By: Geoffrey R. Calderon, City Secretary

Staff Recommendation: Approve



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### AGENDA ITEM

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Approve Resolution 2026-03-01, a resolution approving the ratification of the City Manager's submission of a grant application to the Office of National Drug Control Policy for the High Intensity Drug Trafficking Areas Program (Assistance Listing 95.001), Program Fiscal Year 2026, in the requested amount of \$191,773.00. (H. Arredondo, City Manager)

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### EXECUTIVE SUMMARY

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The City Council will consider approval of Resolution 2026-03-01, which ratifies the City Manager's submission of a grant application to the Office of National Drug Control Policy (ONDCP) for continued participation in the High Intensity Drug Trafficking Areas (HIDTA) Program for Program Fiscal Year 2026.

The HIDTA Program is a federally funded initiative designed to enhance coordination, intelligence sharing, and enforcement efforts among federal, state, tribal, and local law enforcement agencies in areas identified as having significant drug trafficking activity. The City of Alpine participates in this program as part of regional efforts to combat illegal drug distribution and related criminal activity.

Due to strict federal deadlines associated with the funding cycle, the City Manager submitted the grant application prior to formal City Council action to ensure the City's eligibility for funding. The requested amount for Program Fiscal Year 2026 is \$191,773.00. Ratification by the City Council confirms support for the application and formalizes the City's participation in the program.

If awarded, grant funds would support law enforcement activities related to narcotics interdiction, investigations, task force operations, equipment, training, and other eligible program costs consistent with HIDTA requirements. Participation in the program strengthens regional collaboration and provides resources that may not otherwise be available through the City's general fund.

The resolution also authorizes the City Manager to execute necessary grant agreements and related documents should the application be approved, subject to applicable laws and program conditions.

This agenda item provides the City Council an opportunity to formally ratify the submission, acknowledge the importance of continued participation in the HIDTA Program, and ensure compliance with local governance requirements for acceptance of federal funding.

Approval of the resolution will not obligate the City to expend local funds beyond any requirements contained in the grant award and will allow staff to proceed with implementation if funding is received.

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**SUPPORTING MATERIALS**

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- 1. 2026-03-01 FY 2026 HIDTA GRANT APPLICATION SUBMISSION
- 2. HIDTA application

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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 - 2/24/2026  
New -

**RESOLUTION 2026-03-01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS, RATIFYING THE CITY MANAGER’S SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF NATIONAL DRUG CONTROL POLICY FOR THE HIGH INTENSITY DRUG TRAFFICKING AREAS (HIDTA) PROGRAM, PROGRAM FISCAL YEAR 2026; AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, the City of Alpine participates in the High Intensity Drug Trafficking Areas (HIDTA) Program administered by the Office of National Drug Control Policy (Assistance Listing 95.001); and

**WHEREAS**, the City Manager submitted a grant application to the Office of National Drug Control Policy for Program Fiscal Year 2026 in the requested amount of \$191,773.00; and

**WHEREAS**, timely submission of the application was required to ensure the City’s continued eligibility for federal funding; and

**WHEREAS**, the City Council finds that ratification of the City Manager’s submission of the grant application is in the best interest of the City.

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

**SECTION I.** The City Council hereby ratifies and approves the City Manager’s submission of the Program Fiscal Year 2026 HIDTA grant application in the amount of \$191,773.00.

**SECTION II.** In the event the grant is awarded, the City Manager is authorized to execute the necessary grant documents consistent with the approved application and applicable law.

**PASSED, APPROVED, AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL ON THIS THE 3<sup>RD</sup> DAY OF MARCH 2026 BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.**

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Catherine Eaves, Mayor

**ATTEST:**

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Geoffrey R. Calderon, City Secretary  
& Chief Governance Officer

## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
<input style="width: 100%;" type="text" value="City of Alpine"/>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input style="width: 50px;" type="text" value="Mr"/>	* First Name: <input style="width: 200px;" type="text" value="Henry"/> Middle Name: <input style="width: 150px;" type="text"/>
* Last Name: <input style="width: 350px;" type="text" value="Arredondo"/>	Suffix: <input style="width: 80px;" type="text"/>
* Title: <input style="width: 300px;" type="text" value="City Manager"/>	
* SIGNATURE: <input style="width: 300px; height: 40px;" type="text" value="H. Arredondo"/>	* DATE: <input style="width: 100px;" type="text" value="2/17/26"/>

Application for Federal Assistance SF-424

Version 04

* 1. Type of Submission:		* 2. Type of Application:	* If Revision, select appropriate letter(s):
<input type="radio"/> Preapplication	<input checked="" type="radio"/> Application	<input checked="" type="radio"/> New	<input type="text"/>
<input type="radio"/> Changed/Corrected Application	<input type="radio"/> Continuation	<input type="radio"/> Revision	* Other (Specify) <input type="text"/>

* 3. Date Received: <input type="text"/>	4. Applicant Identifier: <input type="text"/>
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5a. Federal Entity Identifier: <input type="text"/>	* 5b. Federal Award Identifier: <input type="text"/>
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State Use Only:

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
---	---

8. APPLICANT INFORMATION:

\* a. Legal Name:

* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="1746000025"/>	* c. UEI: <input type="text" value="PEA6LHD97RC4"/>
--	--

d. Address:

\* Street1:   
 Street2:   
 \* City:   
 County:   
 \* State:   
 Province:   
 \* Country:   
 \* Zip / Postal Code:

e. Organizational Unit:

Department Name:   
 Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:  \* First Name:   
 Middle Name:   
 \* Last Name:   
 Suffix:

Title:

Organizational Affiliation:

\* Telephone Number:  Fax Number:

\* Email:

**Application for Federal Assistance SF-424**

Version 04

**9. Type of Applicant 1: Select Applicant Type:**

City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

-HIDTA

**11. Catalog of Federal Domestic Assistance Number:**

95.001

CFDA Title:

High Intensity Drug Trafficking Areas

**\* 12. Funding Opportunity Number:**

HID-HID-26-072

\* Title:

High Intensity Drug Trafficking Areas (HIDTA) Program Fiscal Year (FY) 2026 Grant

**13. Competition Identification Number:**

HID-HID-26-072-121567

Title:

High Intensity Drug Trafficking Areas (HIDTA) Program Fiscal Year (FY) 2026 Grant

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

**\* 15. Descriptive Title of Applicant's Project:**

High Intensity Drug Traffic Area

Attach supporting documents as specified in agency instructions.

**Application for Federal Assistance SF-424**

Version 04

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project:

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="191773"/>
* b. Applicant	<input type="text" value="0"/>
* c. State	<input type="text" value="0"/>
* d. Local	<input type="text" value="0"/>
* e. Other	<input type="text" value="0"/>
* f. Program Income	<input type="text" value="0"/>
* g. TOTAL	<input type="text" value="191773"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

- Yes
- No

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

**\*\* I AGREE**

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:   
 Middle Name:   
 \* Last Name:   
 Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:  \* Date Signed:

**Application for Federal Assistance SF-424**

Version 04

**\* Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

**BUDGET INFORMATION - Non-Construction Programs**

**SECTION A - BUDGET SUMMARY**

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		Total (g)
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	
1. West Texas HIDTA	95.001	\$191,773.00		\$191,773.00		\$191,773.00
2. West Texas HIDTA						
3. West Texas HIDTA						
4. West Texas HIDTA						
5. Totals		\$191,773.00		\$191,773.00		\$191,773.00

**SECTION B - BUDGET CATEGORIES**

Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY			Total (5)
	(1) West Texas HIDTA	(2) West Texas HIDTA	(3) West Texas HIDTA	
a. Personnel	\$137,073.00			\$137,073.00
b. Fringe Benefits	\$29,500.00			\$29,500.00
c. Travel				
d. Equipment				
e. Supplies	\$10,000.00			\$10,000.00
f. Contractual	\$15,200.00			\$15,200.00
g. Construction				
h. Other				
i. Total Direct Charges (sum of 6a-6h)	\$191,773.00			\$191,773.00
j. Indirect Charges				
k. TOTALS (sum of 6i and 6j)	\$191,773.00			\$191,773.00

7. Program Income				
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SECTION C - NON-FEDERAL RESOURCES				
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8 West Texas HIDTA				
9. West Texas HIDTA				
10. West Texas HIDTA				
11. West Texas HIDTA				
12. TOTAL (sum of lines 8-11)				

SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
	13. Federal	\$191,773.00	\$47,943.25	\$47,943.25	\$47,943.25
14. Non-Federal					
15. TOTAL (sum of lines 13 and 14)	\$191,773.00	\$47,943.25	\$47,943.25	\$47,943.25	\$47,943.25

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT				
(a) Grant Program	FUTURE FUNDING PERIODS (Years)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16. West Texas HIDTA				
17. West Texas HIDTA				
18. West Texas HIDTA				
19. West Texas HIDTA				
20. TOTAL (sum of lines 16-19)				

SECTION F - OTHER BUDGET INFORMATION	
21. Direct Charges:	22. Indirect Charges:
23. Remarks:	

## ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685- Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment

1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation

activities are funded in whole or in part with Federal funds.

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Prescribed by OMB Circular A-102**

9. Will comply, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

<b>* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</b>  Henry Arredondo	<b>* TITLE</b>  City Manager
<b>* APPLICATION ORGANIZATION</b>  City of Alpine	<b>* DATE SUBMITTED</b>  Not Submitted

Standard Form 424B (Rev. 7-97) Back

# DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB 4040-001

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Expiration Date 06/30/2021

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  City of Alpine 100 N 13th St Alpine, TX 79830-4401 <b>Congressional District, if known: 23</b>	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>	
<b>6. Federal Department/Agency:</b> ONDCP	<b>7. Federal Program Name/Description:</b> HIDTA  CFDA Number, if applicable: _____ 95.001	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i> N/A, N/A	<b>b. Individuals Performing Services (including address if different from No. 10a)</b> <i>(if individual, last name, first name, MI):</i> N/A, N/A	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: Completed on Submission _____ Print Name: Mr. Arredondo, Henry _____ Title: City Manager _____ Telephone No: (432) 837-3301 _____ Date: _____	

## CITY COUNCIL AGENDA ITEM REPORT

March 3, 2026

Agenda Item No. 12D

Department: City Council

Sponsor: Henry Arredondo, City Manager

Memo Prepared By: Geoffrey R. Calderon, City Secretary

Staff Recommendation: Approve



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### AGENDA ITEM

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Approve Resolution 2026-03-02, a resolution Expressing Support for Freight Rail as a Critical Component of the National Transportation System and Authorizing Participation in a Joint Letter to the Texas Congressional Delegation Regarding the Upcoming Surface Transportation Reauthorization. (H. Arredondo, City Manager)

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### EXECUTIVE SUMMARY

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The City Council will consider approval of Resolution 2026-03-02, which expresses the City of Alpine’s support for freight rail as a vital component of the regional, state, and national transportation network and authorizes participation in a joint letter to the Texas Congressional Delegation concerning federal surface transportation reauthorization legislation.

Freight rail plays a significant role in economic development, supply chain resilience, and infrastructure sustainability across Texas and the nation. Rail networks transport large volumes of goods annually, connecting agricultural producers, manufacturers, energy industries, ports, and distribution centers to domestic and global markets. In addition to economic benefits, freight rail reduces congestion on highways, lowers roadway maintenance costs borne by taxpayers, and contributes to environmental and public safety objectives by shifting freight movement away from truck traffic.

Stakeholders across Texas—including local governments, economic development organizations, and business leaders—have expressed concern that certain proposed federal mandates, such as fixed crew size requirements or train length limitations, could increase transportation costs, reduce operational flexibility, discourage private investment, and shift freight traffic to already burdened highway systems without demonstrable safety improvements.

The joint letter, coordinated by GoRail, urges Congress to adopt a performance-based regulatory approach that preserves operational flexibility, supports continued private investment in rail infrastructure, promotes innovation in safety technologies, and maintains key federal grant programs such as the Consolidated Rail Infrastructure and Safety Improvements (CRISI) program and the Railroad Crossing Elimination (RCE) program. These programs provide critical funding opportunities that enable communities to enhance rail safety, modernize infrastructure, and improve mobility.

The letter also emphasizes that freight rail remains one of the safest and most efficient modes of freight transportation and highlights the importance of policies that allow continued technological advancement, including automated inspection systems, sensors, and predictive safety tools. Supporting innovation in these areas can improve safety outcomes while maintaining system reliability and cost efficiency.

Participation in the joint letter does not obligate the City to any financial commitment. Rather, it communicates the City of Alpine’s policy position to federal lawmakers during consideration of major transportation legislation that will shape infrastructure investment and regulatory policy for years to come.

Approval of the resolution will authorize the Mayor, or her designee, to sign and submit the joint letter on behalf of the City and will formally document the City Council’s support for freight rail as an essential element of a balanced and sustainable transportation system.

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**SUPPORTING MATERIALS**

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- 1. 2026-03-02 Support for Freight Rail
- 2. The political economy of transport safety automation FINAL
- 3. Texas STR Letter to Congress

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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 - 2/24/2026  
New -

**RESOLUTION 2026-03-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS, EXPRESSING SUPPORT FOR FREIGHT RAIL AS A CRITICAL COMPONENT OF THE NATIONAL TRANSPORTATION SYSTEM AND AUTHORIZING PARTICIPATION IN A JOINT LETTER TO THE TEXAS CONGRESSIONAL DELEGATION REGARDING THE UPCOMING SURFACE TRANSPORTATION REAUTHORIZATION.**

**WHEREAS**, the United States Congress is currently considering legislation to reauthorize federal surface transportation programs that govern infrastructure investment, safety policy, and funding mechanisms affecting rail, highway, and multimodal transportation systems; and

**WHEREAS**, freight rail plays a vital role in the economic health, supply chain resilience, and infrastructure sustainability of the State of Texas and its communities, including the City of Alpine; and

**WHEREAS**, Texas freight rail networks transport hundreds of millions of tons of goods annually, connecting local businesses, agriculture, energy production, manufacturing, and ports to national and global markets; and

**WHEREAS**, freight rail helps reduce congestion on highways, lowers roadway maintenance costs borne by taxpayers, and supports environmental and public safety objectives by shifting freight from trucks to rail; and

**WHEREAS**, stakeholders across Texas, including local governments, economic development organizations, and business leaders, have expressed concern that prescriptive federal mandates—such as fixed crew sizes or train length limitations—could increase costs, reduce operational flexibility, discourage private investment, and shift freight traffic to highways without demonstrable safety improvements; and

**WHEREAS**, performance-based regulatory approaches that emphasize innovation, data-driven safety improvements, and infrastructure investment have been identified as effective means to maintain and enhance freight rail safety and efficiency; and

**WHEREAS**, federal rail grant programs, including but not limited to the Consolidated Rail Infrastructure and Safety Improvements (CRISI) program and the Railroad Crossing Elimination (RCE) program, provide critical funding that enables communities to improve safety, modernize infrastructure, and enhance mobility; and

**WHEREAS**, freight rail has demonstrated long-term safety improvements through private investment in infrastructure and technology, with accident rates declining significantly over time; and

**WHEREAS**, automation, advanced inspection technologies, and predictive safety systems offer opportunities to further enhance transportation safety outcomes across modes when implemented appropriately; and

**WHEREAS**, the City Council of the City of Alpine recognizes the importance of ensuring that federal transportation policy supports safe, efficient, and economically sustainable freight movement while protecting local communities and infrastructure; and

**WHEREAS**, GoRail has invited local leaders across Texas to sign a joint letter to the Texas Congressional Delegation expressing support for freight rail and urging Congress to adopt policies that preserve operational flexibility, promote innovation, and maintain key funding programs; and

**WHEREAS**, participation in this joint letter does not commit the City to any financial obligation but serves to communicate the City’s policy position to federal lawmakers.

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

**SECTION I.** The City Council hereby expresses its support for freight rail as a critical component of the regional, state, and national transportation system and acknowledges its importance to economic development, public safety, infrastructure sustainability, and supply chain reliability.

**SECTION II.** The City Council supports a performance-based federal policy approach that:

- Preserves operational flexibility for freight rail systems;
- Encourages continued private investment in rail infrastructure and safety;
- Promotes innovation and deployment of advanced safety technologies; and
- Maintains federal rail grant programs that benefit local communities.

**SECTION III.** The City Council authorizes the Mayor, or her designee, to sign and submit the joint letter to the Texas Congressional Delegation on behalf of the City of Alpine, expressing the City’s support for freight rail in the upcoming surface transportation reauthorization.

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

**PASSED, APPROVED, AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL ON THIS THE 3<sup>RD</sup> DAY OF MARCH 2026 BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.**

---

Catherine Eaves, Mayor

**ATTEST:**

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Geoffrey R. Calderon, City Secretary  
& Chief Governance Officer

# Your life versus their jobs: The political economy of transport safety automation

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## Abstract

This article examines regulatory misalignment in US transportation policy, highlighting the tolerance of high roadway fatalities (100 + per day) alongside resistance to safety-enhancing automation in sectors such as aviation and rail. Despite proven risk reduction, modernisation of air traffic control and deployment of autonomous freight trains face institutional constraints from unions and sector-specific regulators. Meanwhile driverless vehicles navigate complex roads in the United States, autonomous public transport has operated reliably for decades, and automated freight trains routinely traverse China and Australia. Through comparative sectoral analysis, the article argues that fragmented governance and stakeholder pressures impede adoption of automation that could improve safety outcomes.

## KEYWORDS

aviation safety, driverless vehicles, freight, rail, transport

## JEL CLASSIFICATION

L92, L93, R41

## 1 | INTRODUCTION

This article examines a misalignment in US transportation policy: the persistent tolerance of high roadway fatality rates alongside stringent regulation of automation in comparatively safer sectors such as rail and aviation. Each year, some 40,000 people die on US roads (more than 100 people per day), with the National Highway Traffic Safety Administration (NHTSA) attributing approximately 94 per cent of crashes to human error. These fatalities remain

disproportionately high even after accounting for population growth, the preponderance of vehicles, and decades of advances in safety technology. The number of people who don't die but suffer debilitating injuries from road accidents is also high.

Measuring road fatalities with perfect accuracy is inherently challenging, and the choice of metric – whether total deaths per population or per miles travelled – affects the results and their interpretation. Population-based measures provide a sense of the overall societal impact, while vehicle-miles-travelled (VMT) metrics account for exposure and risk per mile, making them useful for comparing modes of transport or evaluating safety interventions. Each metric serves a different purpose, and different sources may report slightly different figures depending on methodology, reporting lags, and inclusion criteria. Yet these variations should not obscure the larger picture: the magnitude of road deaths in the United States remains substantial, far exceeding fatalities in other transport sectors such as aviation or rail, and higher than in many peer countries. The key takeaway is the scale of the human toll and the persistent opportunity for safety improvements, rather than the precise number down to the last decimal.

A range of safety policies and systems could help reduce these outcomes, but their adoption is shaped by broader policy and regulatory frameworks, including transport regulation, automotive manufacturing standards, land use planning, labour policy, and individual and group preferences (Layton, 2024). International comparisons of traffic fatalities, both per 100,000 population and per distance travelled, are provided to contextualise US performance relative to other countries.

## 2 | INTERNATIONAL COMPARISONS OF TRAFFIC FATALITY

As the following tables show, the US experiences four to five times the fatality rate per 100,000 population and distance travelled when compared with leading European countries (Table 1).

In Table 2 the US is compared with the largest countries, including China and India, which both have higher rates of road death. Notably, Mexico also has a high rate.

**TABLE 1** Fatality rates for road traffic.

Country	Fatality rate/100,000 population (2022)	Fatality risk per distance travelled (per billion VKT/per billion vehicle-miles)
United Kingdom	2.6	4.7 per billion vehicle-miles (2024) 2.9 per billion km if converted roughly
Denmark	2.8	2.8 per billion VKT (2023)
Sweden	2.2	2.8 per billion VKT (2023)
Norway	2.4	2.4 per billion VKT (2023)
Germany	3–4	Not available
Canada	4–5	Not available
United States	12.2	8.5 fatalities per billion VKT (2022)

Abbreviation: VKT, vehicle kilometres travelled.

Sources: UK Department for Transport (2025); ITF (2024).

**TABLE 2** Road traffic fatality per 100,000 population, 2021.

Country	Road-traffic deaths/100,000 population
China	17–18
India	14–15
Mexico	12–15
United States	11–14
Canada	4–5
Germany	3–4
United Kingdom	2–3
Japan	2–3

Source: Ritchie (2025).

In the United States, basic requirements to drive are relatively low. Many states allow learners' permits as early as age 15, and a full driver's license is obtained through a high school-based driver education course. By contrast, most European countries set a higher minimum driving age, typically 18, and require completion of formal, often costly, driving school programmes that include classroom and behind-the-wheel instruction.

Driving experience in the United States is shaped by multiple layers of policy and regulation. These include vehicle safety and fuel-efficiency standards, road design and maintenance requirements, federal, state, and local rules, and traffic law enforcement and policing. Enforcement mechanisms cover not only licensing and driver behaviour but also rules of the road, speed limits, and penalties for violations.

A key distinction in transportation is that ordinary motorists are not professional operators, unlike licensed truck drivers, rail operators, or pilots. Road use contrasts sharply with other transport sectors, where extensive training, certification, and continuous oversight are required. Ride-hailing services introduce an additional layer of accountability, as driver experience, ratings, and safety records are tracked and often made publicly visible. Furthermore, all motorists in the US must comply with licensing requirements and maintain vehicle insurance, providing a baseline regulatory framework for accountability, even if professional standards are not applied.

### 3 | OVERVIEW OF TRANSPORT REGULATORS

This section compares the domain of motoring with other transport networks and their respective regulators for roads, rail, and aviation. The sectors are subject to stringent federal regulations, including safety management systems (SMSs), professional certification, and operational oversight. Freight and public transit operators, as well as pilots, must adhere to detailed rules covering training, operations, and accountability. Table 3 lists transport mode in the US, their primary regulator, and their respective scope.

The National Highway Traffic Safety Administration (NHTSA) and the Federal Highway Administration (FHWA) are both federal agencies within the US Department of Transportation (USDOT), alongside other transportation-focused agencies. NHTSA is primarily responsible for vehicle safety standards, crash testing, defect recalls, and highway safety programmes, giving it



TABLE 3 US transport regulators.

Sector	Regulator	Scope
Roadways (personal vehicles, trucking, commercial ride-hailing)	State Departments of Motor Vehicles (DMVs); some federal oversight by Federal Motor Carrier Safety Administration (FMCSA)	DMVs regulate licensing, registration, and basic road safety. FMCSA regulates interstate commercial trucking safety standards. Ride-hailing largely falls under state/local transport and labour regulations; no national regulator
Public transit (buses, subways, light rail)	State and Local Transit Agencies; Federal Transit Administration (FTA) for funding and safety oversight	Operations often local, but FTA provides grants, policy guidance, and safety programme oversight (e.g. SMS for transit). Unions represent drivers and operators
Freight rail/commuter rail	Federal Railroad Administration (FRA) (safety); Surface Transportation Board (STB) (economic regulation)	FRA regulates safety, track standards, signalling, and operations. STB oversees shipping rates, mergers, and access disputes. State-level oversight may exist for commuter lines. SMSs may include automation and human operator requirements. Unionised
Aviation (pilots, aircraft operations, air traffic control)	Federal Aviation Administration (FAA)	FAA regulates pilot certification, aircraft certification, air traffic control (ATC), flight rules, and operational safety. Automation in commercial aviation is heavily regulated; SMSs widely implemented. Unionised

direct regulatory authority over some elements of vehicle design and manufacturing. FHWA, by contrast, oversees the planning, funding, and maintenance of the national highway system, providing guidance on road design and safety programmes, but its regulatory authority over driver behaviour is limited.

Table 3 demonstrates that the United States devotes substantial administrative and fiscal resources to regulating transportation. As section 4 shows, sectors outside ordinary motoring exhibit comparatively low levels of accidents and fatalities, reflecting long-term policy efforts to improve both technology and operational practices.

#### 4 | A DEEPER DIVE INTO TRANSPORT SAFETY DATA

US road deaths remain alarmingly high despite advances in vehicle automation and ride-hailing services, whereas rail and aviation exhibit substantially lower fatality rates. Even when rare commercial airline accidents occur, these modes remain far safer per mile travelled and per passenger trip than road transport. Table 4 summarises the data for various transport networks. Freight trains are noted separately given that official statistics also record railroad crossings.

**TABLE 4** Deaths per billion passenger miles, 2010–2022.

Mode of transport	Fatalities per billion passenger vehicle miles
Commercial air travel	0.07
Passenger train	0.43
Public bus	0.11
Private aviation (general aviation)	1.75
Autonomous transit systems (e.g. AGT/PRT)	Very low <sup>a</sup>
Freight trucking (per VMT)	1.35–1.50
Passenger cars (automobiles)	7.3
Motorcycles	212

Abbreviations: AGT, automated guideway transit; PRT, personal rapid transit; VMT, vehicle miles for trucks.

<sup>a</sup>110 million passenger miles of AGT with no serious injuries reported.

Sources: FRA (2020b); USDT (2023); NSC (2023).

**TABLE 5** Freight rail-related fatalities (annual averages, 2012–22).

Type of fatal encounter	Description	Annual fatalities (approx.)
Trespassers (pedestrians)	Illegally walking or present on tracks	450–500
Highway–rail grade crossing	Motorists struck by trains at crossings	200–250
Railroad workers (on duty)	Train crew or maintenance workers	10–15
Contractors & yard workers	Non-railroad employees near freight operations	10–20
Other (e.g. suicides, unknown)	Misc. cases including suicide and unclassified events	50–100

Source: FRA (2025b).

## 4.1 | Freight train safety in context

Freight trains are among the safest modes of ground transportation in the United States, with an exceptionally low fatality rate when measured per ton-mile travelled. While direct comparisons to passenger miles are complex due to the nature of freight operations, the rail industry moves approximately 1.5 trillion ton-miles of goods annually across 140,000 route miles with relatively few incidents involving loss of life (BTS, 2024). According to FRA data (see Table 5), fatalities involving freight trains primarily occur at grade crossings or involve trespassers, not crew or bystanders, and the overall employee fatality rate is significantly lower than in trucking or construction sectors. In contrast, motor vehicles— including cars and motorcycles – account for most transportation deaths, with automobiles averaging 7.3 deaths per billion passenger-miles and motorcycles an alarming 212 deaths per billion passenger-miles (FRA, 2020b). By comparison, commercial aviation experiences 0.07 per billion passenger miles, followed by public buses (0.11) and passenger rail (0.43) (FRA, 2020b; NSC, 2023; USDT, 2023).

## 4.2 | Safety of autonomous automobiles compared with human motorists

Recent data comparing automated vehicles (AVs) with human-driven cars suggest that fully autonomous systems, such as Waymo's Level 4 driverless cars, demonstrate significantly lower crash rates and represent a significant reduction from human operators (Kusano et al., 2024). Tesla's partial automation (Level 2 Autopilot) shows improved safety compared with average human driving, with crash rates around one per 6.69 million miles when engaged, versus roughly one per 963,000 miles for non-autopilot driving (Tesla, 2025).

However, these figures come with important caveats: AV testing often occurs in controlled or less complex environments, reporting standards vary widely, and smaller sample sizes for AV data limit direct comparisons (Blinder, 2024; Zandt, 2025). One study of Waymo shows statistically significant improvement in safety, as Waymo cars were associated with fewer collisions (Di Lillo et al., 2023). Moreover, there appears to be a reduction in accidents in which the driver who would otherwise operate under the influence takes a ride-hailing option (Kontou & McDonald, 2021). However these improvements may be cancelled out by the increasing number of cars on roads and the levels of congestion and complexity (Kaufman et al., 2025).

Moreover, partial automation systems require active human supervision. Indeed, misuse or over-reliance can lead to serious incidents, as reflected in documented Tesla crashes (NHTSA, 2025). Overall, while fully autonomous vehicles show promising safety benefits over human drivers, ongoing scrutiny and larger-scale real-world data are essential to fully validate these advantages.

Accident statistics at state level offer additional insight. The Insurance Institute for Highway Safety (IIHS) compiles this information, which draws on the NHTSA/FHWA data. Of the 40,901 deaths from motor vehicle crashes in the United States in 2023, this corresponds to 12.2 deaths per 100,000 people and 1.26 deaths per 100 million miles traveled (IIHS, 2025). The fatality rate per 100,000 people ranged from 4.9 in Massachusetts to 24.9 in Mississippi. The death rate per 100 million miles travelled ranged from 0.56 in Massachusetts to 1.79 in Mississippi.

State-level US traffic fatality data reveal substantial variation across states, even after accounting for population and vehicle-miles travelled (VMT). Rural and southern states – like Montana, Mississippi, and Wyoming – consistently report fatalities per 100,000 population that are two to three times higher than the national average, while densely populated states like Massachusetts, New York, and New Jersey have lower rates. Differences persist when normalised by VMT, and likely reflect factors like road design, speed limits, enforcement, seat-belt use, and driving culture. These patterns suggest that policy approaches and local conditions can impact traffic safety outcomes.

One policy idea is that raising insurance premiums could encourage greater safety; however, state-level insurance pricing does not consistently reflect actual road safety statistics. Among states in 2022, the most expensive auto-insurance costs were recorded in Florida (US\$1,625), Louisiana (\$1,558) and New York (\$1,549) (Insurance Information Institute, 2025). The least expensive states included North Dakota (\$729), Maine (\$758), and Idaho (\$772). While state-level auto insurance premiums do incorporate elements of traffic risk, they are influenced by many factors beyond road safety statistics. The average cost per vehicle in a state reflects not only accident and fatality rates, but also population density, urbanisation, local regulations, claims frequency, and the coverage choices of insured drivers. Moreover, the composition of drivers within a state – age, experience, and driving behaviour – further affects premiums, as does the fact that drivers frequently travel across state lines.

Autonomous vehicles (AVs) offer clear safety advantages by minimising the role of human error, which accounts for most transportation accidents. In road transport, AVs have shown consistently lower crash rates than human drivers in controlled environments. Likewise, automation in rail and aviation – through technologies such as positive train control (PTC) and autopilot – has dramatically reduced operator error, contributing to those sectors' low fatality rates. While AVs can face challenges in complex, unpredictable settings – due to sensor limitations or rare edge cases (low-probability, high-complexity scenarios that occur infrequently in real-world driving and are underrepresented in training, testing, and validation data) – the overall safety performance, when properly implemented, exceeds that of human operators. For instance, Waymo's 2023 Safety Performance Report recorded zero injury crashes over 1.5 million driverless miles, a sharp contrast to the US national average of approximately 1.2 fatalities per 100 million vehicle miles (NHTSA, 2025).

### 4.3 | Safety management systems

Safety management systems (SMSs) are structured, organisation-wide approaches to managing safety risk, used across transportation sectors including aviation and rail to proactively identify hazards, assess risks, and implement corrective actions. The Federal Aviation Administration (FAA) uses SMSs which it defines as “the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of safety risk controls” (FAA, 2024). Firms in multiple transport domains often implement SMSs not purely to satisfy regulatory requirements, but because the structured framework helps them run operations more systematically and manage risk more effectively.

In aviation, SMSs are mandated by the International Civil Aviation Organization (ICAO) and adopted by national regulators such as the FAA and EUROCONTROL for airlines, air traffic control, and airports. They encompass safety policy, risk management, assurance, and promotion, fostering a data-driven safety culture throughout the airspace system (OFR, 2024).

Similarly, in freight rail, the Federal Railroad Administration (FRA) requires Class I railroads to implement a risk reduction programme grounded in SMS principles (FRA, 2024). This includes tracking safety performance, analysing operational risks such as equipment failure or human error, and instituting preventive measures such as positive train control (PTC) and trackside monitoring systems. In both sectors, SMSs represent a shift from reactive compliance to continuous, proactive safety improvement through institutional accountability, system-wide surveillance, and ongoing evaluation (Maurino, 2017).

Although the costs and benefits of implementing an SMS are seldom captured in public-facing studies, one analysis demonstrates that while transportation firms incur tangible costs when adopting SMSs, the downstream savings from avoided accidents may offset these expenses (Okwera, 2016). The report from International Transport Forum argues that the belief SMS implementation is expensive is often overstated: many of the required activities – safety departments, hazard analysis, risk evaluation, documentation – already exist within transport organisations, so SMS adoption “can be a rather inexpensive undertaking” (Maurino, 2017). A companion working paper by Jouni Lappalainen (2017) on obstacles to SMS implementation highlights that cultural, institutional, and resource constraints – rather than inherent technical or structural costs – which remain the main barriers: firms must leverage existing internal expertise and regulatory support to embed SMSs effectively.



Since the turn of the twenty-first century, SMSs have dramatically improved aviation safety, reducing accident rates to historic lows. In commercial aviation, particularly in the US and Europe, the implementation of SMSs – mandated globally by ICAO's *Annex 19* (ICAO, 2016) and adopted by regulators like the FAA – has created a proactive, data-driven approach to managing operational risk. As a result, fatal accidents for scheduled air carriers in developed countries now occur at a rate below 0.1 per million departures, making air travel one of the safest modes of transportation.

In freight rail, while SMS principles – implemented in the US through the FRA's Risk Reduction Program (RRP) (FRA, 2020a; 2025a) – have reduced train accidents by more than 35 per cent since 2000. PTC has successfully reduced train-on-train collisions and overspeed derailments, but many incidents continue to stem from track failures, equipment defects, and human errors *outside* the locomotive cab. Many of these risks are addressable through further application of SMS principles, such as predictive maintenance analytics, AI-based inspections, and broader safety culture engagement among yard crews, contractors, and smaller railroads not covered by current RRP mandates (FRA, 2020b; TRB, 2025). Freight rail has even greater opportunities than aviation to reduce accidents through the deeper deployment of SMS-aligned technologies and more comprehensive organisational adoption.

In both sectors, SMS has proven to be a foundational tool for improving safety outcomes, but its future value depends on how it evolves. For aviation, where the safety baseline is already exceptionally high, meaningful gains will likely come from system-wide data integration, human-machine interaction research, and predictive resilience modelling. In freight rail, the greatest improvements will come from modernising physical infrastructure and expanding the cultural and technological reach of SMSs to all operational layers. SMS is not an end state but a framework that should be complemented by next-generation safety ecosystems capable of responding to increasingly complex and interdependent transportation environments.

## 5 | SAFETY AUTOMATION AND LABOUR POLICY

Transport operators and drivers have historically been among the first to benefit from safety innovations, from seat belts to advanced signalling systems. As technological progress continues, the question arises as to how new safety measures should be adopted. Human operators play a central role, sometimes championing innovations and sometimes resisting them. The adoption and effectiveness of these measures are shaped by a complex interplay of wages, labour relations, regulation, technological capabilities, and broader policy and operational practices. Understanding these dynamics is essential for designing policies that both protect workers and enhance overall transport safety.

Globally, there are more than 65 'driverless metro' or autonomous public safety systems, some of which have operated for more than 40 years. In the US, these include systems in Honolulu, Miami, Jacksonville, Detroit, and at many US airports. These systems were likely permitted by unions because they involved entirely new lines or projects that did not displace existing unionised workers, or, in some cases, because municipalities justified implementation on fiscal grounds, outweighing potential labour concerns.

Recent research highlights the important role of labour institutions, particularly unions, in shaping the adoption and impact of automation (Shackleton, 2024). Kostøl and Svarstad (2023) show that unions can slow automation in routine, high-risk jobs by raising wages and altering firms' labour-cost incentives. Theoretical modelling similarly indicates that strong

labour-market institutions mitigate automation's negative effects on employment and labour share (Guimarães & Mazedra Gil, 2022). Qualitative and computational analyses reveal heterogeneous union responses: some view automation as a threat, others as an opportunity for retraining and bargaining, while businesses generally favour automation (Liu, 2025). A broad survey of over 100 studies underscores that employment outcomes from automation vary with institutional context, including union presence, labour regulations, and social protections, emphasising that unions and labour frameworks are critical determinants of how automation unfolds (Filippi et al., 2023).

In any event, automation could advance predictive, accountable, and system-wide safety improvement in transport sectors including motoring, freight rail (called 'rail freight' in the United Kingdom), and aviation; but the regulatory response is mixed. For example, more than 90 per cent of routine commercial flights involve automation. While other nations have modernised and even privatised their systems, the US lags on needed modernisation of air traffic control (ATC). The sub-optimisation of staffing at air control towers (with over- and understaffing) and worrying rate of near misses suggest that failure of modernisation imperils safety (Data.gov, 2025; Heckman, 2025).

The National Research Council's 2015 review criticized FAA's NextGen implementation for not delivering the transformational system originally envisioned, recommending clearer system architecture, risk management, and alignment of expectations. (National Research Council, 2015). Additionally, the Government Accountability Office (GAO) has consistently flagged ATC modernisation as a high-risk initiative since 1995, citing issues such as cost overruns, delays, resistance to change, and insufficient technical expertise within the FAA (GAO, 2023). A USDT Office of Inspector General audit found that NextGen benefits have substantially underperformed original projections and that FAA lacked credible cost estimates and structured oversight (USDT, 2021). Together, these studies underscore the systemic challenges – bureaucratic inertia, fragmented governance, and lack of unified standards – that explain why tens of billions of dollars have been spent and yet US ATC remains nearly 40 years behind the state of the art at many US airports.

In rail freight, human roles remain essential for network orchestration, safety oversight, and infrastructure maintenance – but not necessarily for operating the train itself. While driverless rail is common in urban passenger systems worldwide, and fully autonomous freight trains are already deployed across Australia and China, the United States is moving in the opposite direction. Instead of embracing automation, US regulators mandate two human operators in the locomotive cab. Here the innovation barrier isn't technical: it's political.

## 6 | COLLECTIVE ACTION IN POLICY MAKING

Mancur Olson's theory of collective action (Olson, 1965) helps explain this dynamic: highly organised labour unions in concentrated sectors can effectively shape policy to preserve employment, even when it conflicts with efficiency or safety improvements. By asserting that human oversight is indispensable, unions align their messaging with safety rhetoric while advancing their core objective: job security.

In contrast, road transport benefits from the political clout of automakers and tech firms, which face fewer regulatory hurdles to automation. This disparity illustrates how political dynamics – not empirical safety data – often drive policy outcomes. The result is a fragmented



regulatory landscape that impedes the adoption of life-saving technologies in rail and aviation, even as they advance in other countries.

The primacy of the automobile in US transportation policy is underpinned by the political and economic power of legacy automakers and their allied labour unions (Freund & Martin, 1997). Major firms like General Motors, Ford, and Stellantis, alongside the United Auto Workers, have long shaped industrial and regulatory policy in ways that sustain car ownership and domestic manufacturing (Kay, 1998). These actors benefit from a policy environment that prioritises roadway infrastructure and maintains relatively minimal regulation of driver behaviour, thereby encouraging consumer vehicle purchases. Although Tesla, now the largest US-based automobile manufacturer by market capitalisation and one of the biggest producers of electric vehicles domestically, operates outside this traditional alliance – eschewing unionisation and redefining the auto supply chain – it still benefits from the broader national interest in sustaining automotive manufacturing as a strategic industry.

Similarly, autonomous vehicle developers such as Waymo and Cruise have gained regulatory footholds that allow them to pilot vehicles on public roads, not necessarily because they offer higher safety performance, but because they represent the next phase of US-based industrial innovation. The result is a regulatory landscape that prioritises private motoring and manufacturing competitiveness over stringent public safety interventions, despite persistently high roadway fatality rates.

In contrast to other modes of transportation that rely on highly trained monitors (for hours of services and drug testing) and professionally licensed operators or machines – such as in aviation, rail, and commercial bus services – motoring in the US remains comparatively under-regulated.

Personal vehicle drivers in the US are not organised into unions or formal labour groups advocating for driver interests. Instead, influential organisations such as the American Automobile Association (AAA) focus on promoting driver convenience and mobility, advocating for infrastructure funding and improvements, supporting reasonable insurance regulations, and advancing vehicle technology adoption (e.g. electric vehicles and safety features). AAA also emphasises driver education and safety awareness campaigns but generally does not push for stricter licensing or regulatory constraints that could limit personal vehicle use. This contrasts sharply with labour unions representing commercial drivers – such as truckers or rail operators – which often engage actively in policy. The absence of a unified advocacy group for personal drivers may explain in part the relatively light regulatory environment governing everyday motoring in the US.

The absence of a unified lobby representing ordinary vehicle drivers can be understood as a classic collective action problem. In large, diffuse groups such as the millions of individual drivers in the US, coordinating collective advocacy becomes difficult because the costs of organising outweigh the perceived individual benefits. Many drivers enjoy the benefits of existing infrastructure and regulatory policies without actively participating in or supporting lobbying efforts – a phenomenon known as the free-rider problem (Samuelson, 1954).

Additionally, drivers have diverse and sometimes conflicting priorities regarding regulation, safety, and mobility, which further impedes consensus-building. Unlike professional drivers, who often have strong unions advocating for their interests, personal motorists lack centralised representation. This fragmentation results in limited political pressure to enact stricter driver regulations or safety reforms, contributing to the relatively lenient oversight of personal motoring despite its high fatality rates. Olson's framework helps explain why, without

concentrated interests or clear incentives to organise, everyday drivers remain politically under-represented in transportation policy debates.

While safety agencies such as NHTSA play a crucial role in informing the public, guiding policymakers, and setting vehicle standards, they do not have the authority to mandate many safety enhancements or directly regulate driver behaviour. High US road fatality rates reflect a combination of factors: fragmented governance across federal, state, and local levels; widespread exposure due to long driving distances and car-centric infrastructure; slow adoption of proven safety technologies; and behavioural and socioeconomic risks such as impaired or distracted driving. These structural and cultural factors mean that, despite the agencies' efforts, incentives and authority to enforce comprehensive safety improvements remain limited.

In rail and aviation, labour unions and regulatory inertia create significant barriers to automation. Labour organisations such as SMART Transportation Division (an affiliate of the American Federation of Labor and Congress of Industrial Organizations, AFL-CIO), the Brotherhood of Locomotive Engineers and Trainmen and the National Air Traffic Controllers Association wield substantial political influence, often framing human oversight as essential for safety and job preservation. For example, the FRA 2023 two-person crew mandate for freight trains reflects union priorities and a risk-averse regulatory culture, despite automation's demonstrated safety benefits.

However well-intentioned labour regulations may be, they can have the opposite, unintended effect of slowing safety improvements. This happens when rules are written to preserve existing jobs or job classifications, even in areas where technology has already automated key functions.

This dynamic has two important consequences. First, budget constraints arise because the cost of maintaining redundant labour limits the ability to redirect capital towards emerging safety technologies, such as AI-driven predictive maintenance, trackside sensor networks, or upgraded train control systems. Second, regulatory rigidity creates an innovation bottleneck: firms are discouraged from experimenting with new safety-enhancing systems if they cannot simultaneously adjust labour inputs. As a result, innovation is effectively penalised rather than rewarded, slowing the adoption of technologies that could improve overall safety and efficiency.

## 7 | POLICY IMPACT

The inconsistent regulation of autonomous transport raises social and ethical concerns. Over-regulation in rail and aviation stifles innovation, potentially limiting access to safer, more efficient transport for all. Contradictory state and federal regulations further complicate the landscape. For example, California's Public Utilities Commission allows Waymo and Cruise to operate driverless taxis, while federal NHTSA standards lag, creating regulatory gaps. Ethically, the 'trolley problem' in AV programming – effectively deciding that vehicles are prioritised over human lives in crash scenarios – remains unresolved. These inconsistencies undermine equitable access to safe transport and highlight the need for a unified regulatory framework.

Efforts to modernise the ATC system have been repeatedly delayed by entrenched collective action problems and institutional fragmentation. Despite widespread agreement on the benefits of transitioning from radar-based infrastructure to satellite navigation and digital communications, progress has stalled due to conflicting technical standards, overlapping jurisdictions, and resistance from stakeholders unwilling to relinquish control. Federal agencies, labour unions, private contractors, congressional committees, and regional authorities each operate within



narrow mandates, often defending legacy systems that serve parochial interests while obstructing system-wide upgrades.

These competing agendas have made it nearly impossible to implement unified standards or deploy interoperable systems at scale – even after the US has invested more than \$40 billion in the FAA's NextGen modernisation initiative. As a result, the country continues to rely on mid-twentieth-century infrastructure, causing chronic inefficiencies, costly delays, increased emissions, and limited airspace capacity – while countries such as Canada, the UK, and Germany have already adopted more advanced systems, and in some cases have partially or fully privatised the ATC function (CBA, 2017). The failure reflects not a lack of innovation, but political and institutional inertia where coordination is absent and vested interests dominate (Dave, 2025).

Some observers directly blame the structure of the FAA and its labour relations delays and regulatory capture (Niles, 2002). The aging ATC system imposes substantial annual costs on the aviation industry and broader US economy. FAA data and independent estimates suggest flight delays cost between \$22 billion and \$40 billion per year, mainly due to inefficient routing, outdated infrastructure, and preventable system failures. Despite significant investment, the system still depends on decades-old radar, copper wiring, and manual tracking tools. Recent outages – including a 2023 national airspace shutdown – underscore the system's fragility. In 2019 alone, cascading disruptions cost the economy at least \$25 billion. Staffing shortages and chronic over-reliance on overtime have further strained operations, with air traffic controller overtime costs reaching \$200 million in 2024.

The FRA's proposed two-person crew mandate locks in a costly labour requirement across the US freight rail industry, despite technological advances in safety and automation. Maintaining a second crew member on board (typically a conductor) costs the industry an estimated \$2.2 billion to \$3 billion annually, based on roughly 20,000 conductors earning average total compensation of \$110,000 per year. Labour's view is that as trains get longer, crews should not get smaller (Hall, 2024).

The proposition that train crew size should scale with train length is rooted primarily in operational safety reasoning rather than in a formal scientific standard. Labour organisations contend that as freight trains grow to exceed two miles in length, the complexity of inspection, handling, and emergency response increases, particularly for trains carrying hazardous materials. While no peer-reviewed research prescribes a direct mathematical relationship between train length and crew size, some authorities have identified correlations between very long trains and heightened operational risks, including longer response times and greater potential for in-train mechanical failures.

Industry advocates counter that modern detection systems, PTC, and emerging autonomous freight rail technologies can enable longer distances with longer train lengths without increasing risk, citing operational experience in heavy-haul and mining railways such as Rio Tinto's AutoHaul system in Western Australia, which operates driverless trains over distances exceeding 1,000 miles, albeit in a low-density environment. US freight hauls are considerably shorter, with individual crew runs typically under 250 miles, and operate in far more complex, mixed-traffic conditions. In any event, American labour's position appears to support the protection of a two-person crew requirement indefinitely, regardless of train length, cargo type, route distance, or level of automation.

Many freight train conductors could transition into similarly compensated positions such as signal maintainer, maintenance-of-way worker, railroad police officer, or yardmaster, or be retrained for higher-paying roles such as dispatcher or simulations developer, which reflect the

modern needs of the rail network. Redirecting billions now tied up in redundant crew requirements would enable the industry to invest in transformative safety initiatives – modernising infrastructure, enhancing SMS, deploying AI-driven predictive maintenance, expanding emergency response, and investing in semi-autonomous and remote technologies (FRA, 2024; GAO, 2023). For the American public, this translates into fewer derailments, stronger supply chain reliability, lower shipping and product prices, and a safer, more sustainable national rail system – all without sacrificing safety or jobs.

It is rational for unions to advocate for their members and to preserve high-paying roles in a changing industry. However, the FRA's final rule on crew size, issued in April 2024, likely goes beyond a negotiated compromise, which lawsuits suggest. The rule is being challenged in US Court of Appeals for the 11th Circuit as arbitrary, capricious, and unlawful under the Administrative Procedure Act, and potentially exceeds the FRA's statutory authority under the Federal Railroad Safety Act.

The East Palestine, Ohio train derailment in 2023, caused by an overheated wheel bearing, illustrates a critical truth about rail safety: the presence of additional crew does not guarantee the prevention of mechanical failure. Despite having *three* operators in the cab, the train still derailed. The failure was mechanical, not human (NTSB, 2024). In contrast, the push for mandatory two-person crews on freight trains, often justified as a safety measure, is a political manoeuvre with little bearing on incidents like East Palestine. Resources for safety investment are finite; diverting funds to crew mandates that do not address the actual risk profile misallocates limited resources. The deeper issue is one of policymaker accountability: real safety requires data-driven solutions, not performative regulation designed to serve entrenched interests under the guise of public safety.

## 8 | CONCLUSION

This analysis underscores a persistent misalignment in US transportation policy between empirical risk, public safety tolerance, and regulatory action. Barriers to safety innovation are less technical than political: stakeholder interests, legacy institutional structures, and labour dynamics have, at times, slowed the adoption of proven safety technologies. Strikingly, the highest-risk domain – everyday motoring – receives comparatively lenient oversight, while automation in already-safe sectors like freight train and aviation faces stringent scrutiny and slow implementation. This regulatory asymmetry highlights a broader policy failure. Moving forward, policymakers must align incentives and oversight to ensure that long-term safety management systems are prioritised over short-term political or bureaucratic considerations.

This article is not an argument for more regulation, but rather a review of the existing framework and its inconsistencies and contradictions. Comparisons across sectors and among states offer valuable insights. Above all, there should be a critical review of any regulation, especially those invoking safety as justification when the evidence is limited and stretched.

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February 27, 2026

*The Honorable Members of the Texas Congressional Delegation*  
United States Senate and House of Representatives  
Washington, D.C.

Dear Members of the Texas Congressional Delegation,

As local leaders, economic developers, and business stakeholders from across Texas, we urge you to support freight rail as a key pillar in the upcoming surface transportation reauthorization. Rail is essential to the strength of our local economies and communities—and we need policies that preserve its flexibility, safety, and long-term reliability.

Texas plays an outsized role in national and international commerce, and freight rail is at the center of it. Our state moves around 350 million tons of freight annually by rail, connecting manufacturers, farmers, energy producers, ports, and distribution centers to markets across the country and around the world. By investing in and maintaining their own infrastructure, railroads help lower transportation costs, ease pressure on our roads, and reduce the burden on taxpayers who would otherwise be responsible for highway expansion and maintenance.

This system works. But proposed federal mandates—such as fixed crew sizes or limits on train length—would make it harder to move freight efficiently, raising costs for Texas businesses and families without delivering safety benefits. A one-size-fits-all approach could slow innovation, reduce investment, and shift more freight to the highways, adding traffic, emissions, and costs that local governments must manage.

Instead, we encourage Congress to take a performance-based approach that keeps railroads investing in safety and innovation:

- **Preserve Flexibility, Avoid Prescriptive Mandates:** Policies that restrict train length or require specific staffing levels would increase transportation costs and reduce system efficiency—without making communities safer. Rail is already among the safest modes of freight movement, and strict federal oversight ensures safety standards are upheld.
- **Support Innovation in Rail Safety:** Tools like automated track inspection, drones, and advanced sensors can catch issues earlier and more accurately than manual checks. These technologies improve safety and reduce risks for workers and communities. Congress should promote innovation, not freeze progress by locking in outdated rules.
- **Maintain Federal Rail Grant Programs:** Programs like CRISI and RCE are helping Texas communities upgrade crossings, improve rail infrastructure, and make local networks safer and more efficient. These competitive grants stretch federal dollars by leveraging local and private investment—and they make a real impact on the ground.

The freight rail system depends on smart regulation and continued private investment. In recent years, Class I railroads have reinvested nearly \$27 billion into safety and infrastructure. Thanks to those investments, rail safety has steadily improved over the past two decades. According to

federal data, Class I mainline accident rates have dropped 43% since 2005, and more than 99.99% of hazardous materials shipments arrive safely.

Texas has always been a leader in logistics and trade. To keep it that way, Congress must support a rail network that is flexible, forward-looking, and built to meet the needs of our growing economy and communities.

Sincerely,

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I authorize GoRail to include my name and organization on this group letter, which will be delivered to the Texas Congressional Delegation in advance of its mark-up of an infrastructure bill.

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Name / Title / Organization

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Signature

---

Date

## CITY COUNCIL AGENDA ITEM REPORT

March 3, 2026

Agenda Item No. 12E

Department: City Council

Sponsor: Henry Arredondo, City Manager

Memo Prepared By: Geoffrey R. Calderon, City Secretary

Staff Recommendation: Approve



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### AGENDA ITEM

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Approve Resolution 2026-03-03, a resolution Expressing Concern Regarding Proposed Construction of a Physical Border Wall in the Big Bend Region and Affirming the Importance of the Rio Grande, Big Bend National Park, and Big Bend Ranch State Park to the Region's Economic, Environmental, and Cultural Well-Being. (H. Arredondo, City Manager)

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### EXECUTIVE SUMMARY

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The City Council will consider approval of Resolution 2026-03-03, which formally expresses the City of Alpine's concern regarding reports of potential federal construction of a physical border wall in portions of the Big Bend region, including areas near the Rio Grande corridor, River Road, Big Bend National Park, and Big Bend Ranch State Park.

The Big Bend region is internationally recognized for its natural landscapes, ecological resources, dark skies, outdoor recreation opportunities, and cultural heritage. These assets support a tourism-driven economy that provides substantial employment, business activity, and tax revenues for communities throughout Brewster County. As the primary service hub for visitors to the region, the City of Alpine benefits directly from tourism associated with the national and state parks, including lodging, dining, retail, transportation, and medical services. 2026-03-03 Border Wall Resoluti...

Local officials and tourism stakeholders have expressed concern that construction of a physical barrier in this area could adversely affect public access to the Rio Grande, scenic viewsheds, wildlife migration patterns, and the region's internationally recognized dark sky resources. Potential lighting associated with such infrastructure could diminish dark sky conditions, which are a significant component of the region's tourism appeal.

Correspondence from local tourism leadership indicates that reports of possible wall construction have generated urgency due to perceived risks to economic development initiatives and visitor experience. Stakeholders have noted that restrictions on river access and changes to the landscape could reduce recreational opportunities and negatively impact the tourism industry that underpins the regional economy.

The proposed resolution acknowledges the importance of effective border security while emphasizing the need for federal decision-makers to consider local economic, environmental, cultural, and community impacts. It urges careful evaluation of potential consequences,

preservation of public access where feasible, protection of wildlife corridors and dark sky resources, and meaningful consultation with local governments and stakeholders before any construction decisions are finalized.

Approval of the resolution would authorize the Mayor to transmit the City’s position to appropriate federal and state officials, including the President of the United States, the Secretary of Homeland Security, the Texas Congressional Delegation, the Governor of Texas, and relevant agencies.

This action does not commit the City to any financial obligation but serves to formally communicate the community’s concerns and priorities regarding federal infrastructure actions that could significantly affect the region’s economy, environment, and quality of life.

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**SUPPORTING MATERIALS**

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- 1. 2026-03-03 Border Wall Resolution

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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 - 2/24/2026  
New -

STATE OF TEXAS

CITY OF ALPINE

COUNTY OF BREWSTER

**RESOLUTION 2026-03-03**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS, EXPRESSING CONCERN REGARDING PROPOSED CONSTRUCTION OF A PHYSICAL BORDER WALL IN THE BIG BEND REGION AND AFFIRMING THE IMPORTANCE OF THE RIO GRANDE, BIG BEND NATIONAL PARK, AND BIG BEND RANCH STATE PARK TO THE REGION'S ECONOMIC, ENVIRONMENTAL, AND CULTURAL WELL-BEING.**

**WHEREAS**, recent public reports indicate that the federal government is considering construction of a physical border wall in areas of the Big Bend region, including portions of the Rio Grande corridor, River Road, Big Bend Ranch State Park, and Big Bend National Park; and

**WHEREAS**, the Big Bend region is internationally recognized for its natural beauty, ecological significance, dark skies, outdoor recreation opportunities, and cultural heritage; and

**WHEREAS**, Big Bend National Park and Big Bend Ranch State Park serve as major drivers of tourism, economic development, and employment for communities throughout Brewster County and the surrounding region, including the City of Alpine; and

**WHEREAS**, the City of Alpine functions as the primary service hub for visitors to the Big Bend region, providing lodging, dining, retail, medical services, fuel, transportation, and other essential support for tourism and outdoor recreation; and

**WHEREAS**, tourism associated with the Big Bend region contributes significantly to the City's local economy, sales tax revenues, hotel occupancy tax revenues, business vitality, and workforce stability; and

**WHEREAS**, concerns have been raised that construction of a physical border wall in this area could limit public access to the Rio Grande, alter scenic viewsheds, affect wildlife migration patterns, introduce light pollution that could impact the region's internationally recognized dark sky resources, and adversely affect outdoor recreation and tourism; and

**WHEREAS**, the Rio Grande corridor and surrounding lands are integral to the environmental integrity, cultural identity, and economic sustainability of the Big Bend region; and

**WHEREAS**, local tourism leaders and stakeholders have indicated that potential wall construction poses a significant risk to the region’s economic development efforts and visitor experience; and

**WHEREAS**, the City of Alpine recognizes the importance of effective border security while also acknowledging the need to consider local economic, environmental, and community impacts when federal infrastructure decisions are made; and

**WHEREAS**, local governments are uniquely positioned to understand the needs of their communities and to communicate those needs to state and federal decision-makers; and

**WHEREAS**, the City Council desires to formally express its concerns and advocate for solutions that protect both national security and the long-term prosperity and environmental integrity of the Big Bend region;

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

**SECTION I.** The City Council expresses its deep concern regarding the proposed construction of a physical border wall within the Big Bend region, including areas near the Rio Grande, Big Bend National Park, and Big Bend Ranch State Park.

**SECTION II.** The City Council affirms that the natural, recreational, cultural, and scenic resources of the Big Bend region are essential to the economic vitality and quality of life of the City of Alpine and surrounding communities.

**SECTION III.** The City Council respectfully urges federal decision-makers to:

- Carefully evaluate the economic impacts to local communities dependent on tourism;
- Consider environmental, cultural, and recreational consequences;
- Preserve public access to the Rio Grande and surrounding lands where feasible;
- Protect dark sky resources and wildlife corridors; and
- Engage with local governments, tribal entities, land managers, and regional stakeholders prior to finalizing any construction plans.

**SECTION VI.** The City Council supports the exploration of border security measures that are effective while minimizing adverse impacts to the environment, tourism economy, and cultural resources of the Big Bend region.

**SECTION V.** The Mayor is authorized to transmit this Resolution to the President of the United States, the Secretary of Homeland Security, the Texas Congressional Delegation, the Governor of Texas, relevant federal and state agencies, and other appropriate officials.

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

**PASSED, APPROVED, AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL ON THIS THE 3<sup>RD</sup> DAY OF MARCH 2026 BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.**

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Catherine Eaves, Mayor

**ATTEST:**

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Geoffrey R. Calderon, City Secretary  
& Chief Governance Officer

## CITY COUNCIL AGENDA ITEM REPORT

March 3, 2026

Agenda Item No. 12F

Department: Administration

Sponsor: Henry Arredondo, City Manager

Memo Prepared By: Geoffrey R. Calderon, City Secretary

Staff Recommendation: Approve



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### AGENDA ITEM

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Approve Variance 2026-02-01, a variance which would allow the applicant, Nancy L. Whitlock, to establish a variance to the setback requirements of the subject property. The acceptable setback is typically 25 feet from a structure to the property line. This variance would allow the subject property 0 feet of setback from the structure to the property line, which typically does not meet the requirements for a residential lot under the City's Code. The nonconforming subject in question was established prior to adoption of the City's Code and setback requirements. The subject property is located at 407 S. 6th Street and is legally described as Block 76, Lots 2, Original Town to the City of Alpine, Brewster County, Texas. The property owner of record is Nancy L. Whitlock. The property ID of the subject property is 12250. The current zoning classification of the property is R-3 Apartment District. If the variance is approved, the zoning classification of the subject property will remain R-3 Apartment District. (H. Arredondo, City Manager)

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### EXECUTIVE SUMMARY

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The City Council will consider approval of Variance 2026-02-01, submitted by property owner Nancy L. Whitlock, requesting relief from the minimum setback requirements applicable to residential properties under the City's zoning regulations. The subject property is located at 407 S. 6th Street and is legally described as Block 76, Lot 2, Original Town to the City of Alpine, Brewster County, Texas (Property ID 12250). The current zoning designation is R-3 Apartment District, which will remain unchanged regardless of the outcome of this request.

The City's Code of Ordinances generally requires a minimum setback of 25 feet between a structure and the property line for residential lots. The requested variance would allow a setback of zero feet, reflecting the existing placement of a structure that predates adoption of the current zoning code and setback standards. The structure is therefore considered a legal nonconforming condition established prior to the implementation of modern development regulations.

According to the application materials, the request is associated with the restoration of an existing historic adobe residence on the property. The owner has indicated that the building footprint will not be expanded and that renovations are intended to rehabilitate the structure for residential use while complying with applicable building codes for safety. The structure is situated extremely close to the property boundary and street, a condition common among older homes in parts of Alpine developed before current setback requirements were established.

Supporting documentation includes a site survey, location maps, and a narrative describing the property's history and the owner's intent to preserve the existing structure. The survey drawing depicts the residence positioned near the property line along S. 6th Street, illustrating the encroachment that necessitates the variance request.

The application was considered by the Planning & Zoning Commission at a public hearing on February 23, 2026, following proper notice. The Commission reviewed the request and associated materials and forwarded the matter to the City Council for final consideration.

Final action on the variance is scheduled for the March 3, 2026 City Council meeting. Approval of the variance would allow continued rehabilitation and lawful use of the existing structure without requiring relocation or demolition, while denial could limit the owner's ability to complete improvements or obtain permits for the property.

This agenda item provides the City Council with the opportunity to evaluate the request in light of zoning standards, neighborhood compatibility, historical context, and property rights considerations prior to taking final action.

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### SUPPORTING MATERIALS

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1. Variance - 407 S. 6th - Whitlock, Nancy\_Redacted

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### BUDGET CONSIDERATIONS

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

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### APPROVERS

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

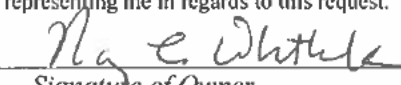
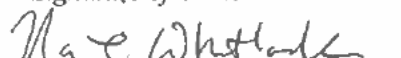
Approved - 2/24/2026  
New -



# APPLICATION FOR VARIANCE

City of Alpine Building Services Department  
309 W. Sul Ross Av., Alpine Texas, 79830  
432.837.3281

\*Application must be completely filled out.  
Fee is non-refundable. Subsequent applications will require a new fee.

Address of Property 407 S. 6th St. Alpine, Texas		Acreage of Site
Legal Description Lot 2, Block 76, Original town of Alpine, Plat on file in Volume 2, Page 97		
Property Owner Nancy L. Whitlock	Contact Name Nancy L. Whitlock	
Mailing Address 110 B N. 6th St. Alpine, Texas 79830	City, State, Zip Alpine, Texas 79830	
Project for which Variance is sought Remodel Adobe home		
Applicable Section/Subsection Ordinance appendix C zoning section 4		
Specific Use of the Property Private Home		
Existing uses of Adjacent Properties private home / not occupied		
(CHECK ONE & INCLUDE SUPPORTING MATERIAL ON CHECKLIST)		
<input type="checkbox"/> DEVELOPMENT <input type="checkbox"/> BUILDING <input type="checkbox"/> SIGN		
<p><i>Variance—A variance is a relaxation of the terms of the zoning ordinance where such variance will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of the actions of the applicant, a literal authorized only for height, area and size of structure or size of yards and open spaces: establishment or expansion of a use otherwise prohibited shall not be allowed by variance, nor shall a variance be granted because of the presence of nonconformities in the zoning district or uses in an adjoining zoning district.</i></p> <p><i>*Nearby violations. Nearby encroachments into setbacks, even if similar to the request variance, do not provide grounds for granting variance.</i></p>		
<b>SUBMITTAL VERIFICATION/INSPECTION AUTHORIZATION</b>		
<p>I as owner of the property hereinafter referenced, do hereby execute this document, and acknowledge the above statements to be true and, accurate to the best of knowledge. I have received, read and understand the terms and conditions of this request and agree to compliance with all applicable codes and ordinances of the City. I authorize the City or their representatives to visit and inspect the property for which this application is being submitted.</p>		
<b>OPTIONAL:</b>		
<p>_____ I authorize my duly authorized agent to coordinate with the City and its representatives and speak in my behalf for the purpose of representing me in regards to this request.</p>		
 Signature of Owner	Nancy L. Whitlock Printed Name & Title	Nov. 13, 2025 Date
		

## VARIANCE CHECKLIST

Variance applications that do not include all of the following information cannot be accepted for review


**LETTER JUSTIFYING REQUEST:**

- Provide a special individual reason that makes the strict application of the ordinance impractical.
- Prove that there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of the ordinance would deprive the applicant of the reasonable use of his land.
- Describe the specific hardships that would be incurred by the applicant should the variance not be granted.
- Show how the modification is in conformity with the intent and purpose of the ordinance.
- Demonstrate how the granting of the variance will not be detrimental to the public health, safety, convenience or welfare, or injurious to the property in the area.
- Demonstrate that the granting of the variance will not create the probability of harmful environmental consequences.
- Discuss probable effect of variance on traffic conditions.
- Demonstrate that the granting of the variance will not have the effect of preventing the orderly development of other land in the area accordance with the provisions of the ordinance.

**SUPPORTIVE MATERIAL:**

- General location map.
- Copy of plat, lot layout, site plan, etc.
- Scaled drawing(s) of proposed changes associated with variance to plat, lot layout, site plan, etc. (Such location of encroachment in setback, location of excessive cut and fill etc.)
- Sketch of structures, site work, etc. related to variance (such as the type of fence encroaching in a setback, cross-section, of excessive cut & fill, depiction of sign not allowed by ordinance, etc.)
- Supportive letters from the approving agencies (such as Fire Dept., Municipal Utility District, Texas Department of Transportation, etc.) as necessary.

### FOR STAFF USE ONLY

Date Application <b>01/26/26</b>	Permit No. <b>26-008320</b>	Total Fees <b>5000</b>
Reason <b>Variance for non-Confirming structure</b>		
Planning & Zoning meeting date (Public Hearing) <b>02/23/26</b>	Notes  <b>PAID</b> <b>1608 CK#</b>	

Dear folks considering granting variances for this property,

The repair and preservation of the adobe building at 407 South 6th St. preserves the charm of old Alpine. I bought the lot so that I could enjoy living in the unique South side of Alpine. As a landscape painter and artist I have always dreamed of being able to have a view of Twin Sisters out my back door. It's for that reason I chose to buy and restore this adobe.

The Dominguez family that built the adobe almost 100 years ago are related to many families living in Alpine who for many years had reunions in this small adobe. Most of the early homes in Alpine were only two room adobes...and even today with homes being so much bigger I like the charm of a small living space. As I worked on the adobe, which is across the street from the Catholic Church building complex, I met many people who were thrilled that the place is being fixed up because they have fond memories of the old adobe.

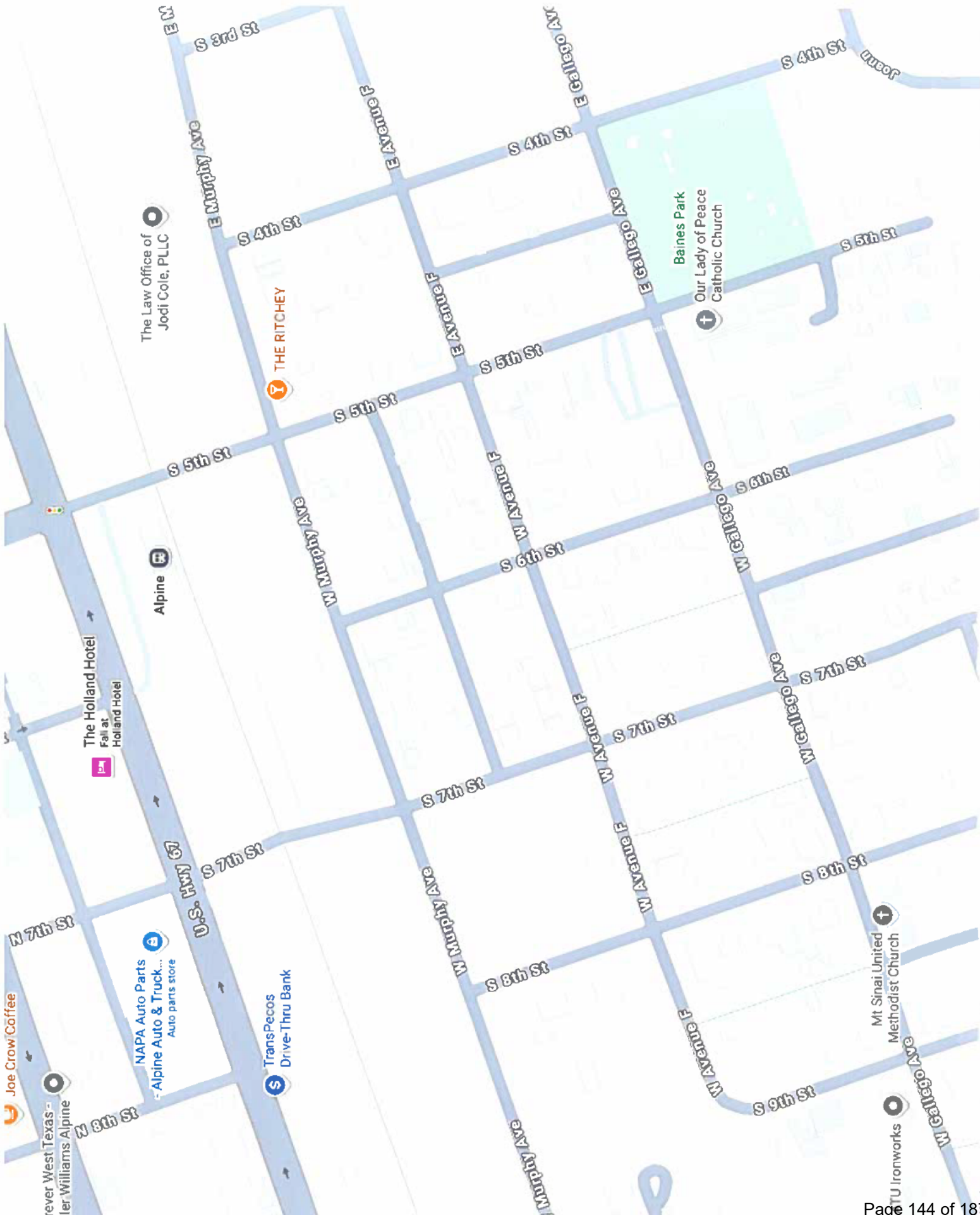
The adobe sits on my neighbors property to the South by about a foot and is too close to the street like a lot of homes on the South side of Alpine. I am in the process of buying about 6 feet from my neighbors property to the South so that the building is closer to code in that regard. My first step upon buying the property was to get the roof and walls repaired. I've also replaced all 6 windows. I have included in this variance package my permits to do those repairs.

My final goal will not enlarge the current foot print of the building. It will have a living room, kitchen, bedroom and tiny bath. I will be submitting a complete plan for the construction when I get permission to continue work on repairs. I will need electricity, plumbing and water hooked up to bring the place to life again. At one time it had all of those things. I plan to conform to all building codes for safety and my home will not change the traffic or tranquility of the neighborhood. The street will be enhanced by the restoration of this little historic adobe. I have invested my money and months of time towards the dream of fixing up this old place. Please consider allowing me to continue to realizing my vision for this property.

Sincerely,

Nancy Whitlock





The Law Office of  
Jodi Cole, PLLC

THE RITCHEY

Baines Park  
Our Lady of Peace  
Catholic Church

Mt Sinai United  
Methodist Church

TU Ironworks

The Holland Hotel  
Fall at  
Holland Hotel

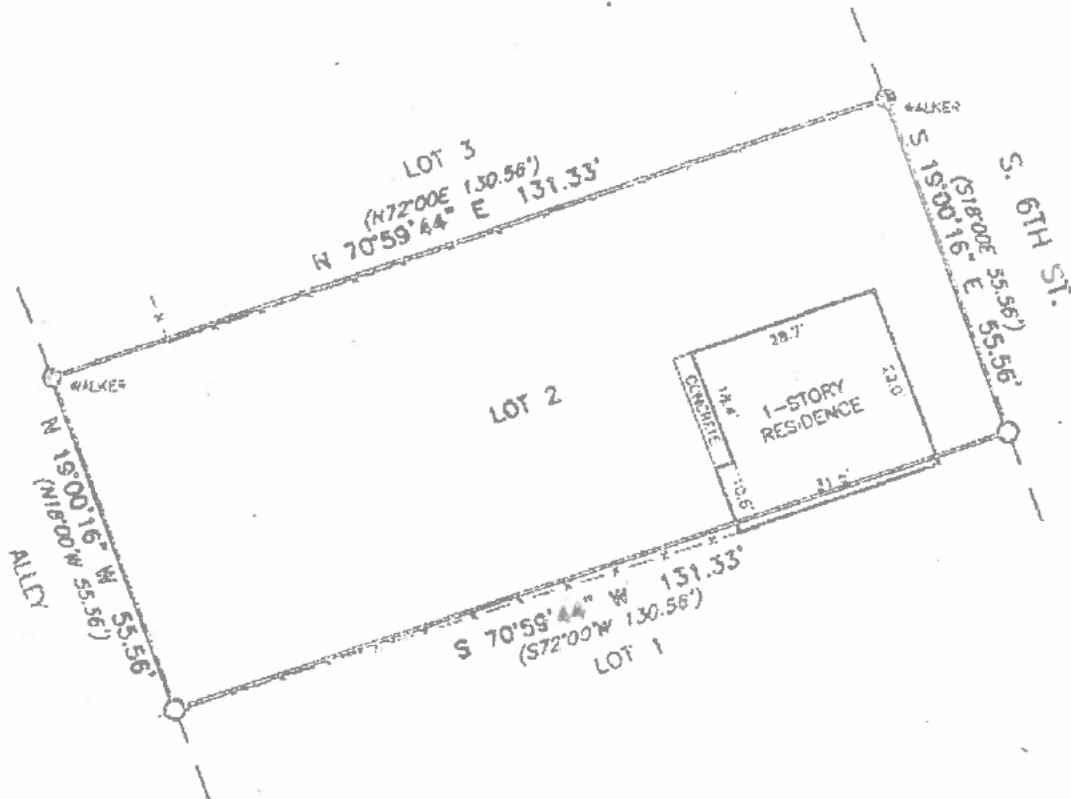
NAPA Auto Parts  
- Alpine Auto & Truck...  
Auto parts store

TransPecos  
Drive-Thru Bank

Joe Crow Coffee

Rever West Texas -  
Miller Williams Alpine

LOT 2, BLOCK 76, ORIGINAL TOWN OF ALPINE, PLAT ON FILE IN VOLUME 2, PAGE 97,  
 DEED RECORDS OF BREWSTER COUNTY, TEXAS  
 407 S. 6TH ST. ALPINE, TEXAS



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]
- CAPPED IRON ROD SET [5911]
- ( ) RECORD INFORMATION

HEARING BASIS: WGS 84



ACCORDING TO FEMA FIRM MAP PANEL 4802850002B, DATED 11/16/1990, THIS TRACT APPEARS TO LIE WITHIN ZONE X [AREAS OUTSIDE OF 500-YR FLOODPLAIN].

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*  
 8-3-2025

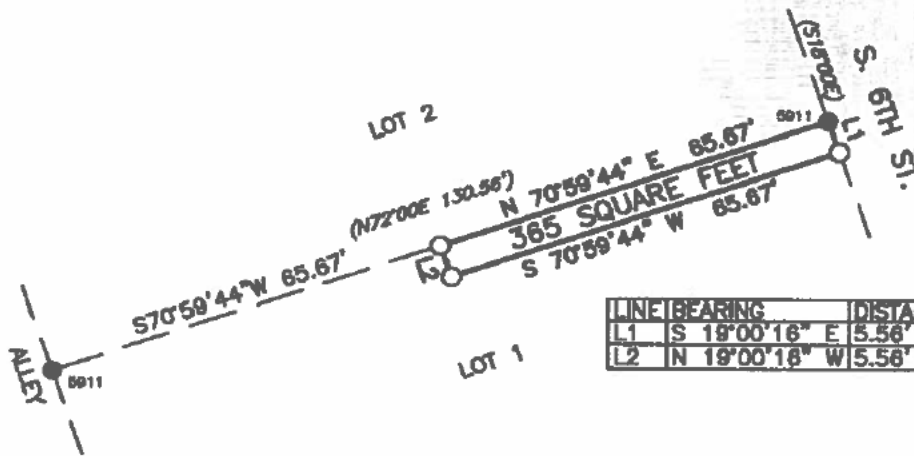
KEVIN MUELLER  
 105 N. COCKRELL  
 (432) 538-2115  
 KEVIN.MUELLER@SAWTOOTHSURVEY.COM

SAW TOOTH SURVEY  
 P.O. BOX 1751  
 ALPINE, TX 79831

# SURVEY PLAT

385 SQUARE FEET OUT OF LOT 1, BLOCK 76, ORIGINAL TOWN OF ALPINE  
PLAT ON FILE IN VOLUME 2, PAGE 97, DEED RECORDS OF BREWSTER COUNTY, TEXAS

## ALPINE, TEXAS



LINE	BEARING	DISTANCE
L1	S 18°00'16" E	5.56'
L2	N 18°00'18" W	5.56'

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]
- CAPPED IRON ROD SET [5911]
- ( ) RECORD INFORMATION

BEARING BASIS: WGS 84



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.

9-28-2025

KEVIN MUELLER  
105 N. COCKRELL  
(432) 538-2115  
KEVIN.MUELLER@SAWTOOTHSURVEY.COM

SAW TOOTH SURVEY  
P.O. BOX 1751  
ALPINE, TX 79831

**365 SQUARE FEET**

**365 SQUARE FEET OUT OF LOT 1, BLOCK 76, ORIGINAL TOWN OF ALPINE, PLAT ON FILE IN VOLUME 2, PAGE 97, DEED RECORDS OF BREWSTER COUNTY, TEXAS, SAID 365 SQUARE FEET BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a capped iron rod [5911] found in the west right-of-way line of S. 6<sup>th</sup> St. for the common east corner of Lots 1 and 2 of said Block 76, and **POINT OF BEGINNING** of the herein described tract;

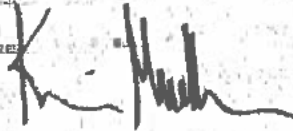
**THENCE** with the west right-of-way line of said S. 6<sup>th</sup> St. and east line of said Lot 1,  $S 19^{\circ}00'16'' E$ , a distance of 5.56 feet to a capped iron rod [5911] set for the southeast corner of the herein described tract;

**THENCE** over and across said Lot 1 the following two (2) courses:

- 1)  $S 70^{\circ}59'44'' W$ , a distance of 65.67 feet to a capped iron rod [5911] set for the southwest corner of the herein described tract, and
- 2)  $N 19^{\circ}00'16'' W$ , a distance of 5.56 feet to a capped iron rod [5911] set in the common line of said Lots 1 and 2 for the northwest corner of the herein described tract, from which a capped iron rod [5911] found for the common west corner of said Lots 1 and 2 bears,  $S 70^{\circ}59'44'' W$ , a distance of 65.67 feet;

**THENCE** with the common line of said Lots 1 and 2,  $N 70^{\circ}59'44'' E$ , a distance of 65.67 feet to the **POINT OF BEGINNING** of the herein described tract, containing **365 SQUARE FEET** of land, more or less.

I, Kevin Mueller, do hereby certify that this description was prepared from a survey performed under my supervision during September of 2025, and is true and correct to the best of my knowledge.



9-28-2025

KEVIN MUELLER  
SAW TOOTH SURVEY  
P.O. BOX 1751  
ALPINE, TX 79831  
(432) 538-2115



## CITY COUNCIL AGENDA ITEM REPORT

March 3, 2026

Agenda Item No. 12G

Department: Administration

Sponsor: Henry Arredondo, City Manager

Memo Prepared By: Geoffrey R. Calderon, City Secretary

Staff Recommendation: Approve



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### AGENDA ITEM

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Approve Variance 2026-02-02, a variance which would allow the applicants, David Collier and Gregory O’Neal, to establish a variance to the setback requirements of the subject property. The acceptable setback is typically 25 feet from a structure to the property line. This variance would allow the subject property 0 feet of setback from the structure to the property line, which typically does not meet the requirements for a residential lot under the City’s Code. The nonconforming subject in question was established prior to adoption of the City’s Code and setback requirements. The subject property is located at 202 W. Gallego Ave and is legally described as Block 76, Lots 6–8, East 42 of Lots 6, 7, and 8, Original Town to the City of Alpine, Brewster County, Texas. The property owner of record is David Collier and Gregory O’Neal. The property ID of the subject property is 12255. The current zoning classification of the property is R-4 Mixed Residential Distric. If the variance is approved, the zoning classification of the subject property will be R-4 Mixed Residential District. (H. Arredondo, City Manager)

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### EXECUTIVE SUMMARY

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The City Council will consider approval of Variance 2026-02-02, submitted by property owners David Collier and Gregory O’Neal, requesting relief from the minimum setback requirements applicable to residential properties under the City’s zoning regulations. The subject property is located at 202 W. Gallego Avenue and is legally described as Block 76, Lots 6–8, East 42 of Lots 6, 7, and 8, Original Town to the City of Alpine, Brewster County, Texas (Property ID 12255).

The City’s Code of Ordinances generally requires a minimum setback of 25 feet between a structure and the property line for residential lots. The requested variance would allow a setback of zero feet, reflecting the placement of an existing structure that predates adoption of the current zoning code and setback standards. The structure is therefore considered a legal nonconforming condition established prior to the implementation of modern development regulations.

According to the application materials, the request is associated with the renovation and continued residential use of an existing historic structure. The applicants indicate that the building has historical significance to the region and has remained on its original site since approximately 1945, when it functioned as a neighborhood grocery before being converted to residential use in 1994. The variance request seeks to preserve the structure in its current

location rather than relocate or alter the exterior footprint. Supporting documentation states that no exterior additions or façade changes are proposed at street level.

The application also notes that the property will be used as a residential second home and that the proposed work will not significantly affect traffic conditions, neighborhood character, or environmental factors. The applicants assert that denial of the variance could impede preservation of the historic structure and reasonable use of the property.

Supporting materials include a survey and site plan (Exhibit “B,” page 5) illustrating the building’s location relative to property boundaries, a metes-and-bounds legal description (Exhibit “A,” page 6), a location map and property photograph (page 7), and architectural renovation drawings showing the interior layout (pages 8–9). These materials demonstrate that the existing structure occupies a position close to the property line, necessitating the requested relief.

The property is currently zoned R-4 Mixed Residential District. If the variance is approved, the zoning classification will be designated as R-4 Mixed Residential District, allowing continued residential use consistent with the City’s zoning framework.

Approval of the variance would allow the applicants to rehabilitate and utilize the existing structure without requiring relocation or demolition, while denial could limit the ability to obtain permits for improvements or continued occupancy under current regulations.

This agenda item provides the City Council with the opportunity to evaluate the request in light of zoning standards, neighborhood compatibility, historical context, and property rights considerations prior to taking final action.

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### SUPPORTING MATERIALS

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1. VARIANCE -202 W GALLEGO - COLLIER, DAVID\_Redacted

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### BUDGET CONSIDERATIONS

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

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### APPROVERS

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

Approved - 2/24/2026  
New -



# APPLICATION FOR VARIANCE

City of Alpine Building Services Department  
309 W. Sul Ross Av., Alpine Texas, 79830  
432.837.3281

Application Fee is \$500.00 per property (non-refundable)  
\*Application must be completely filled out.

Fee is non-refundable. Subsequent applications will require a new fee.

Address of Property <i>202 W. Gallego Ave.</i>	Acreage of Site <i>0.161 ac</i>
Legal Description <i>OT, Block 76, Lot 6-8 East 1/2 of 6, 7, 8 (old Bakery Bldg)</i>	
Property Owner <i>David Collier, Gregory O'Neal</i>	Contact Name <i>David Collier</i>
Primary Telephone Number	
Mailing Address <i>1039 Erin Dr. Dallas, TX. 75218</i>	City, State, Zip <i>Dallas TX. 75218</i>
Project for which Variance is sought <i>Set back Variance / remodel of existing building</i>	
Applicable Section/Subsection Ordinance <i>Appendix C zoning section 4 / #3</i>	
Specific Use of the Property <i>2nd home / residential</i>	
Existing uses of Adjacent Properties <i>residential</i>	

(CHECK ONE & INCLUDE SUPPORTING MATERIAL ON CHECKLIST)

DEVELOPMENT     BUILDING     SIGN

*Variance*—A variance is a relaxation of the terms of the zoning ordinance where such variance will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of the actions of the applicant, a literal authorized only for height, area and size of structure or size of yards and open spaces; establishment or expansion of a use otherwise prohibited shall not be allowed by variance, nor shall a variance be granted because of the presence of nonconformities in the zoning district or uses in an adjoining zoning district.

\*Nearby violations. Nearby encroachments into setbacks, even if similar to the request variance, do not provide grounds for granting variance.

### SUBMITTAL VERIFICATION/INSPECTION AUTHORIZATION

I as owner of the property hereinafter referenced, do hereby execute this document, and acknowledge the above statements to be true and, accurate to the best of knowledge. I have received, read and understand the terms and conditions of this request and agree to compliance with all applicable codes and ordinances of the City. I authorize the City or their representatives to visit and inspect the property for which this application is being submitted.

### OPTIONAL:

I authorize my duly authorized agent to coordinate with the City and its representatives and speak in my behalf for the purpose of representing me in regards to this request.

*[Signature]*  
Signature of Owner

*David Collier owner*  
Printed Name & Title

*1-21-26*  
Date

## VARIANCE CHECKLIST

*Variance applications that do not include all of the following information cannot be accepted for review*

**LETTER JUSTIFYING REQUEST:**


Please see attached.

- Provide a special individual reason that makes the strict application of the ordinance impractical.
- Prove that there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of the ordinance would deprive the applicant of the reasonable use of his land.
- Describe the specific hardships that would be incurred by the applicant should the variance not be granted.
- Show how the modification is in conformity with the intent and purpose of the ordinance.
- Demonstrate how the granting of the variance will not be detrimental to the public health, safety, convenience or welfare, or injurious to the property in the area.
- Demonstrate that the granting of the variance will not create the probability of harmful environmental consequences.
- Discuss probable effect of variance on traffic conditions.
- Demonstrate that the granting of the variance will not have the effect of preventing the orderly development of other land in the area accordance with the provisions of the ordinance.

**SUPPORTIVE MATERIAL:**

- General location map.
- Copy of plat, lot layout, site plan, etc.
- Scaled drawing(s) of proposed changes associated with variance to plat, lot layout, site plan, etc. (Such location of encroachment in setback, location of excessive cut and fill etc.)
- Sketch of structures, site work, etc. related to variance (such as the type of fence encroaching in a setback, cross-section, of excessive cut & fill, depiction of sign not allowed by ordinance, etc.)
- Supportive letters from the approving agencies (such as Fire Dept., Municipal Utility District, Texas Department of Transportation, etc.) as necessary.

### FOR STAFF USE ONLY

Date Application <span style="color: blue;">01/26/26</span>	Permit No. <span style="color: blue;">26-008321</span>	Total Fees <span style="color: blue;">\$500.00</span>
Reason <span style="color: blue; font-size: 1.2em;">Variance for non conforming structure</span>		
Planning & Zoning meeting date (Public Hearing) <span style="color: blue;">02/23/26</span>	Notes 	<span style="color: red; font-weight: bold; font-size: 1.5em;">PAID</span> <span style="color: blue; font-weight: bold; font-size: 1.5em;">check</span>

**VARIANCE CHECKLIST ITEMS**

**VARIANCE CHECK LIST:**

- **PROVIDE A SPECIAL INDIVIDUAL REASON THAT MAKES THE STRICT APPLICATION OF THE ORDINANCE IMPRACTICAL:**

The property has historical significance to the region as designated by The Archives of the Big Bend dedication plaque embedded within the home's front walkway.

- **PROVE THAT THERE ARE SPECIAL CIRCUMSTANCES OR CONDITIONS AFFECTING THE LAND INVOLVED SUCH THAT THE STRICT APPLICATION OF THE PROVISIONS OF THE ORDINANCE WOULD DEPRIVE THE APPLICANT OF THE REASONABLE USE OF HIS LAND:**

In accordance with The Archives of the Big Bend registration and description of the dwelling, the home was placed on this original site and located onto the property in 1945 as a commercial building (Martinez Grocery – neighborhood grocery / market). The commercial property was converted to a residential property in 1994 by which the exterior was restored as is, and only the interior of the once commercial space was remodeled to allow residential living.

- **DESCRIBE THE SPECIFIC HARDSHIPS THAT WOULD BE INCURRED BY THE APPLICANT SHOULD THE VARIANCE NOT BE GRANTED:**

The property was purchased due to the historic nature, importance to the community, and opportunity to both preserve and restore. Due to the current state of the exterior of the stucco dwelling, it appears that to preserve this historic dwelling leaving the home in its original location is detrimental to keeping the exterior intact.

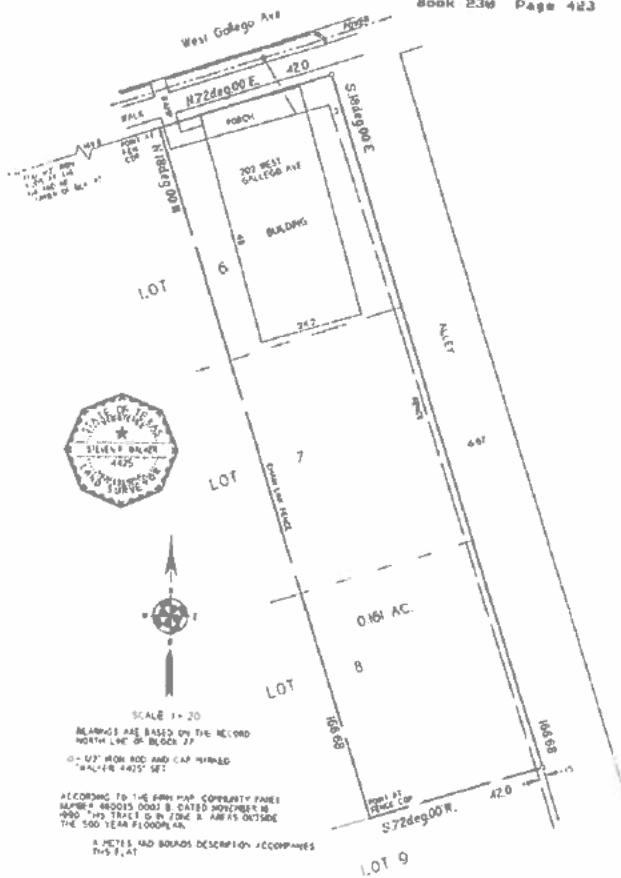
- **SHOW HOW THE MODIFICATION IS IN CONFORMITY WITH THE INTENT AND PURPOSE OF THE ORDINANCE:**

All that is being asked to consider is to keep the existing building in its original location since 1945.

- DEMONSTRATE HOW THE GRANTING OF THE VARIANCE WILL NOT BE DETRIMENTAL TO THE PUBLIC HEALTH, SAFETY, CONVENIENCE OR WELFARE, OR INJURIOUS TO THE PROPERTY IN THE AREA:  
Zero changes to the front of the building's exterior, walkways, entrances or exits, or sidewalks will be changed and remains as is and its original state. Thus, there are no elevation changes or material changes proposed at the street level.
- DEMONSTRATE THAT THE GRANTING OF THE VARIANCE WILL NOT CREATE THE PROBABILITY OF HARMFUL ENVIRONMENTAL CONSEQUENCES:  
Zero changes to proposed facade nor additions to the exterior, thus there are no new environmental elements being introduced.
- DISCUSS PROBABLE EFFECT OF VARIANCE ON TRAFFIC CONDITIONS:  
This property will ultimately be a one-bedroom home to be used as our personal second home which should not affect current traffic conditions.
- DEMONSTRATE THAT THE GRANTING OF THE VARIANCE WILL NOT HAVE THE EFFECT OF PREVENTING THE ORDERLY DEVELOPMENT OF OTHER LAND IN THE AREA ACCORDANCE WITH THE PROVISIONS OF THE ORDINANCE:  
Since the property has been used as a residence since 1994, there should be no impact or change that would affect the area, neighborhood, or community.

# Exhibit "A"

Book 236 Page 423



PLAT of a survey of the East 42.0 feet of Lots 6, 7, and 8, Block 76 Original Townsite of Alpine, as per a plat on file in Envelope #184, Plat Records in the office of the County Clerk, Brewster County, Texas.

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

*Steven D. Walker*  
 Steven D. Walker  
 Registered Professional Land Surveyor #4475  
 Date April 29, 2008

WALKER LAND SURVEYING  
 405 E. Ave "B"  
 Alpine, TX  
 79830  
 432-837-7272

# Exhibit "B"

## METES AND BOUNDS

THE STATE OF TEXAS

THE COUNTY OF BREWSTER

Metes and bounds description of a 0.161 acre tract of land, being the East 42.0 feet of Lots 6, 7 and 8, Block 76, Original Townsite of Alpine, as per a plat on file in Envelope #184, Plat Records, in the office of the County Clerk, Brewster County, Texas, said 0.161 acre tract being more particularly described as follows:

BEGINNING at a 1/4" iron rod and cap marked "WALKER 4425" set for the Northeast corner of said Lot 6 and the Northeast corner of this tract;

THENCE South 18deg.00' East 166.68 feet to a 1/4" iron rod and cap marked "WALKER 4425" set for the Southeast corner of Lot 8 and the Southeast corner of this tract;

THENCE South 72deg.00' West 42.0 feet to a point at a fence corner for the Southwest corner of this tract;

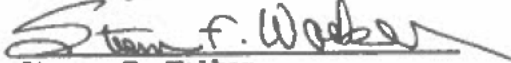
THENCE North 18deg.00' West 166.68 feet to a point at a fence corner in the North line of said Lot 6 for the Northwest corner of this tract;

THENCE North 72deg.00' East 42.0 feet to the point of beginning.

Bearings are based on the monumented North line of Block 77, Original Townsite.

A plat of this survey accompanies this description.

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



Steven F. Walker

Registered Professional Land Surveyor #4425

Date: April 29, 2008

Exhibit "A"



Imagery ©2026 Airbus, CNES / Airbus, Maxar Technologies, Map data ©2026 Google 100 ft



## 202 W Gallego Ave

Building



Directions



Save



Nearby



Send to  
phone



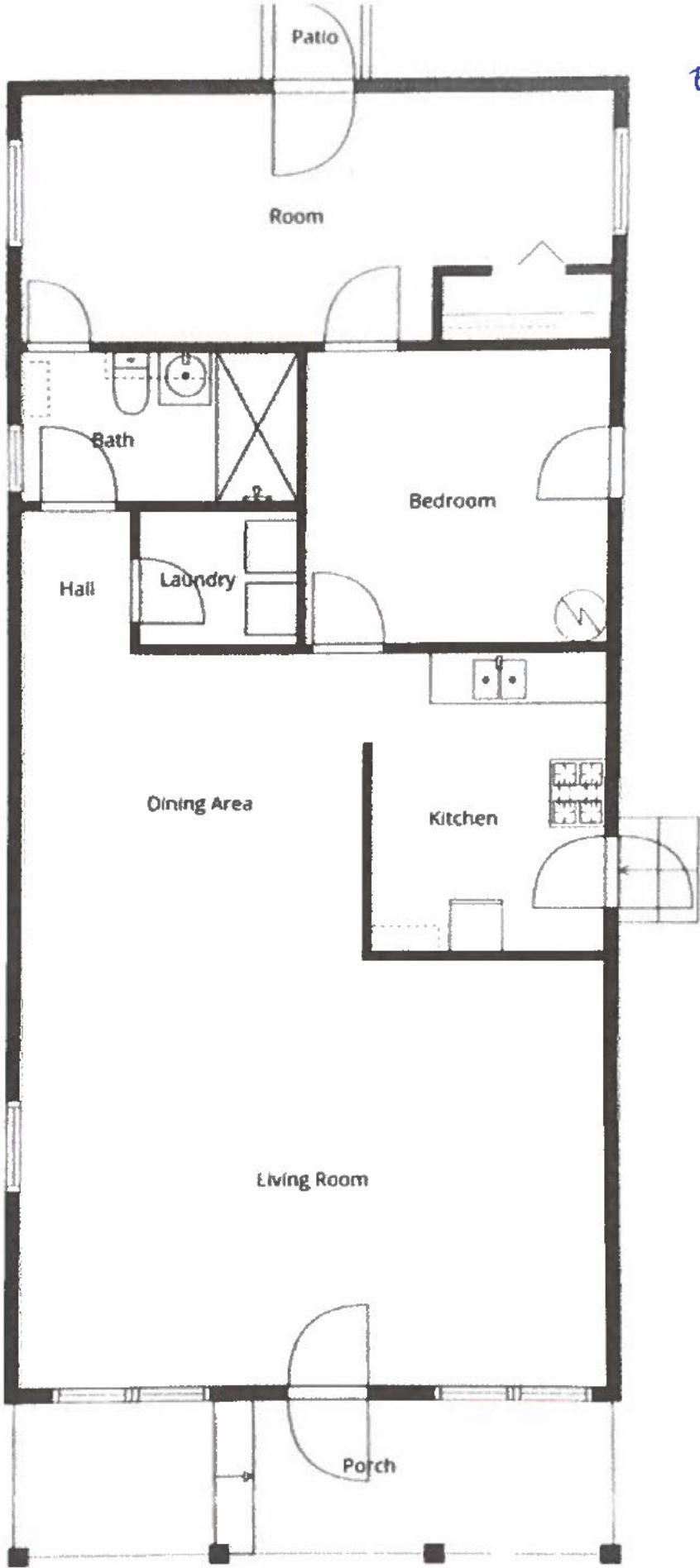
Share

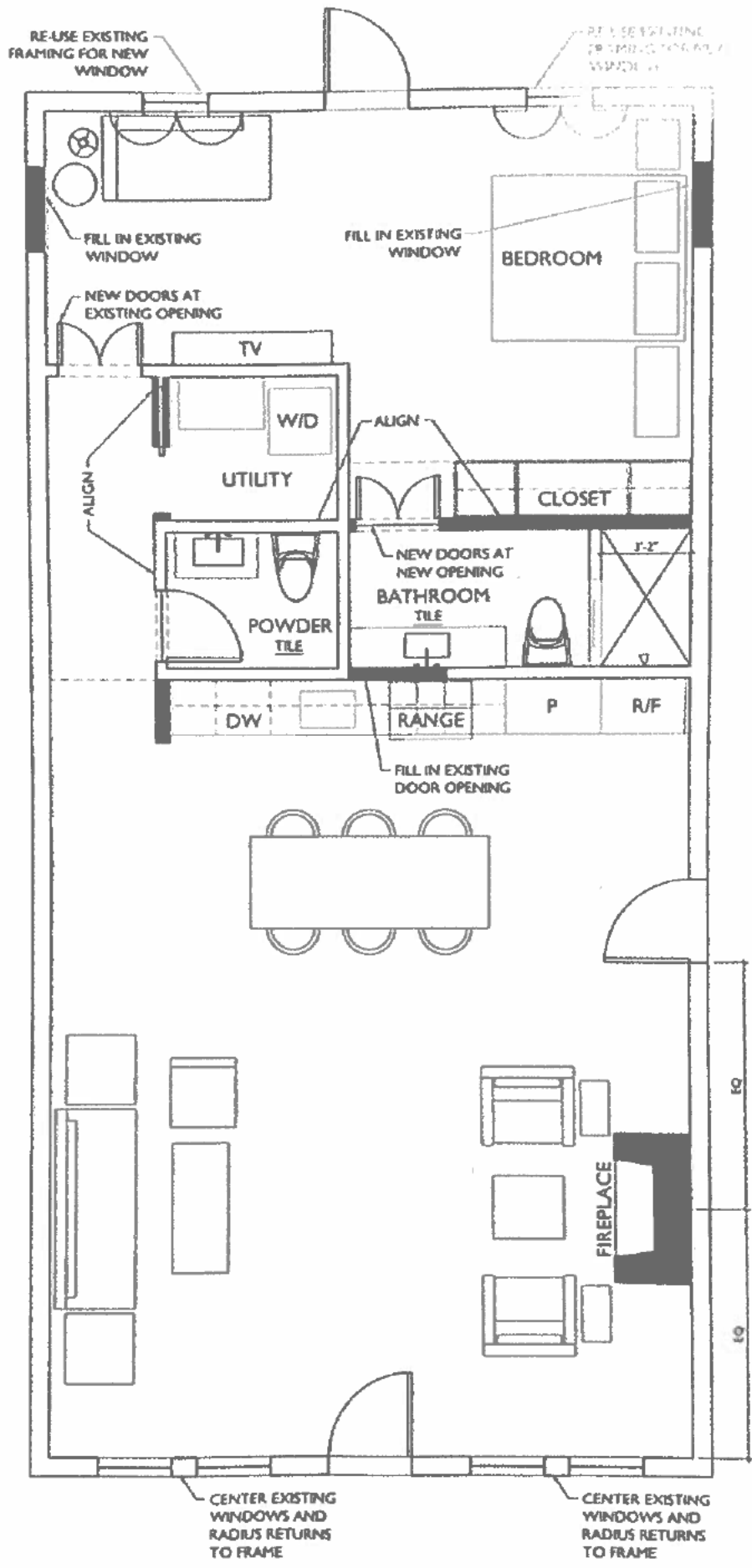


202 W Gallego Ave, Alpine, TX 79830

## Photos

Existing layout.





**RENOVATION PLAN**  
**NTS 01.04.26**

## CITY COUNCIL AGENDA ITEM REPORT

March 3, 2026

Agenda Item No. 12H

Department: Office of the City Manager

Sponsor: Henry Arredondo, City Manager

Memo Prepared By: Geoffrey R. Calderon, City Secretary

Staff Recommendation: Approve



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### AGENDA ITEM

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Approval of the First Amendment to the Municipal Solid Waste Collection and Disposal Services Contract with Texas Disposal Systems, Inc., revising certain service provisions and attachments under the ten-year agreement awarded March 1, 2022. (H. Arredondo, City Manager)

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### EXECUTIVE SUMMARY

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The City Council will consider approval of the First Amendment to the Municipal Solid Waste Collection and Disposal Services Contract between the City of Alpine and Texas Disposal Systems, Inc. (TDS). The original ten-year agreement became effective March 1, 2022, and governs residential and municipal solid waste collection, disposal, recycling, and related services throughout the City.

The proposed amendment updates specific operational provisions of the contract based on experience gained during implementation, evolving service needs, and coordination between City staff and the contractor. Key revisions include clarifications to procedures for responding to illegal dumping incidents, adjustments to service responsibilities at municipal facilities, and replacement of Attachment D (City Services at No Cost) with a revised Attachment D-1 reflecting current service locations, container sizes, and frequencies.

The amendment also formalizes procedures for handling illegal dumping at residential and commercial collection sites. For residential locations, the contractor will notify the City and perform cleanup upon request at a defined charge per occurrence, with tire disposal billed at prevailing landfill gate rates. For commercial locations, cleanup costs will typically be borne by the customer unless otherwise agreed, and service may be suspended until conditions are remedied. These provisions are intended to clarify responsibilities, control costs, and reduce operational disputes.

Attachment D-1 updates the list of City facilities receiving collection services at no cost under the contract, including parks, municipal buildings, public safety facilities, the airport, utilities sites, and other City properties. The updated attachment also corrects addresses, adds locations such as Medina Park and Pueblo Nuevo Park, and documents service levels for specialized needs such as sludge disposal and animal carcass handling. Additionally, the amendment establishes an annual allowance of up to 20 tons of City-generated construction and demolition materials accepted at the Alpine landfill, with excess tonnage billed at posted rates.

Development of the amendment involved coordination between City staff and TDS representatives over several months, including review of draft versions, incorporation of operational feedback, and legal review by the City Attorney. Correspondence indicates that staff evaluated alternative provisions for certain charges, such as tire disposal fees, and recommended language tied to landfill gate rates to avoid repeated contract amendments if pricing changes in the future.

The amendment does not alter the overall term of the contract or fundamentally change the scope of services but is intended to improve clarity, efficiency, and alignment with current operational conditions while preserving the City’s rights under the original agreement.

Approval of this item will authorize execution of the First Amendment and continuation of municipal solid waste services under the updated terms.

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**SUPPORTING MATERIALS**

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- 1. Complete Alpine (City of) Amendment

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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 - 2/24/2026  
New -



P.O. Box 17126, Austin, TX 78760  
512.421.1340 Office  
800.375.8375 Toll Free  
512.243.4123 Fax  
www.texasdisposal.com

**FIRST AMENDMENT TO  
CONTRACT FOR MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES**

THIS Amendment is made and entered into on this 1st day of March 2026, by and between the City of Alpine (hereinafter called the “City”), and Texas Disposal Systems, Inc. (hereinafter called the “Contractor”).

**RECITALS:**

WHEREAS, the City and Contractor entered into a Contract for Municipal Solid Waste Collection and Disposal Services effective March 1, 2022 (“Agreement”).

**AGREEMENTS:**

In consideration of these premises, the agreements and amendments made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby amend the Agreement and agree as follows:

**FROM:**

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

If the City suspects illegal dumping at a location the City will research this and supply a written report to the Contractor on or before the 20<sup>th</sup> of the month. The City and Contractor will discuss the size of the specific incident and the Contractor will determine the volume of the event. If it is determined the Contractor should remove these items, the Contractor will do so during the first seven business days of the following month.

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

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

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

TO:

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

If the City suspects illegal dumping at a location the City will research this and supply a written report to the Contractor prior to the end of the month. The City and Contractor will discuss the size of the specific incident and the Contractor will determine the volume of the event. If it is determined the Contractor should remove these items, the Contractor will do so during the first seven business days of the following month.

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

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

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

If Contractor is notified of or observes illegal dumping at a customer collection location, the following procedures will apply:

- a. Residential Customers. Contractor will notify City of the Illegal Dumping identified at Residential Customer pickups. Upon City’s request, Contractor will complete cleanout at a charge to the City of \$244.00 per occurrence. Tire disposals from cleanouts will be charged at gate rate per tire. Contractor may refuse service until cleanup is performed.
- b. Commercial Customers. Contractor’s customer care team will notify the Commercial Customer of the estimated cost of cleanout. Contractor will request payment in advance prior to doing cleanout. City is not responsible for payment for illegal dumping on commercial accounts unless otherwise agreed upon by Contractor and

City. Contractor may refuse service until cleanout is paid for or completed by Customer. Upon completion of cleanout, Customer will be returned to regular service route.

- c. Contractor may refuse collection or charge additional amounts for hazardous or other excluded waste.

AND FROM:

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

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

AND TO:

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

Requests for new or additional services must be made in writing and will be provided to the City at the City’s expense. Effective February 1, 2026 Attachment D is replaced with Attachment D-1 of this Amendment.

AND FROM:

**ATTACHMENT D**

CITY SERVICES AT NO COST

**City of Alpine**

City Services:

LOCATION	ADDRESS	SERVICE TYPE	FREQUENCY	# AND SIZE OF CONTAINER(S)
Gas Company	1400 N. Apple	Trash	1	1-3 yd SL
Alpine Swimming Pool	14000 N. Fighting Buck	Trash	1	1-3yd SL
Alpine Kokernot Park	1300 N. Fighting Buck	Trash	1	2-3yd SL
Alpine Airport	3401 N. Hwy 118	Trash	2	1-3yd SL
Alpine Sunshine House	201 E. Sul Ross	Trash	1	1-3yd SL
Alpine Baines Park	400 S. 5 <sup>th</sup>	Trash	1	2-3yd SL
Alpine Warehouse	709 S. 9 <sup>th</sup>	Trash	1	1-3yd SL
Alpine Neighborhood Center	607 W. Avenue I	Trash	1	1-3yd SL
Alpine City Hall	100 N. 13 <sup>th</sup>	Trash	2	2-3yd SL

		Recycle	1	3-3yd SL
Alpine Police Dept.	309 W. Sul Ross	Trash	2	3-3yd SL
		Recycle	1	1-3yd SL
Alpine Utilities Dept.	309 W. Sul Ross	Trash	1	1-3yd SL
Old Fire House	109 N. 8 <sup>th</sup>	Trash	1	1-3yd SL
Hal Flanders Recycle Center	2700 Cemetery Rd	Recycle	1	6-3yd SL
Alpine Sewer Plant (up to 10 hauls annually)	N. Hwy 118	Trash Sludge disposal	1	2-3yd SL
Alpine Animal Shelter	2900 Old Marathon Hwy	Trash Lock Bar	2	1-3yd SL 1-Lock Bar
Alpine Animal Shelter and dead animals found in city (under 400 pounds)		Dead Animals	N/A	N/A
Dead animals delivered to the landfill from city trucks: a maximum of twenty-five (25) large (not to exceed 400 pounds) and 200 small dead animals				
Medina Park	309 S 11 <sup>th</sup>	Trash		
Pueblo Nuevo Park	1501 E Ave H	Trash		

AND TO:

**ATTACHMENT D-1**

CITY SERVICES AT NO COST

**City of Alpine**

Effective March 1, 2026

City Services:

<b>LOCATION</b>	<b>ADDRESS</b>	<b>SERVICE TYPE</b>	<b>FREQUENCY</b>	<b># AND SIZE OF CONTAINER(S)</b>
Gas Company	1400 N. Apple	Trash	1	1-3 yd SL
Alpine Swimming Pool	14000 N. Fighting Buck	Trash	1	1-3yd SL
Alpine Kokernot Park	1300 N. Fighting Buck	Trash	1	2-3yd SL
Alpine Airport	3401 N. Hwy 118	Trash	2	1-3yd SL
Alpine Sunshine House	201 E. Sul Ross	Trash	1	1-3yd SL
Alpine Baines Park	400 S. 5 <sup>th</sup>	Trash	1	2-3yd SL

Alpine Warehouse	709 S. 9 <sup>th</sup>	Trash	1	1-3yd SL
Alpine Neighborhood Center	607 W. Avenue I	Trash	1	1-3yd SL
Alpine City Hall	100 N. 13 <sup>th</sup>	Trash	2	2-3yd SL
		Recycle	1	3-3yd SL
Alpine Police Dept.	309 W. Sul Ross	Trash	2	3-3yd SL
		Recycle	1	1-3yd SL
Alpine Utilities Dept.	309 W. Sul Ross	Trash	1	1-3yd SL
Old Fire House	109 N. 8 <sup>th</sup>	Trash	1	1-3yd SL
Hal Flanders Recycle Center	305 Cemetery Rd	Recycle	1	6-3yd SL
Alpine Sewer Plant (up to 10 hauls annually)	N. Hwy 118	Trash Sludge disposal	1	2-3yd SL
Alpine Animal Shelter	2900 Old Marathon Hwy	Trash Lock Bar	2	1-3yd SL 1-Lock Bar
Alpine Animal Shelter and dead animals found in city (under 400 pounds)		Dead Animals	N/A	N/A
Dead animals delivered to the landfill from city trucks: a maximum of twenty-five (25) large (not to exceed 400 pounds) and 200 small dead animals				
Medina Park	309 S 11 <sup>th</sup>	Trash	1	1-3yd SL
Pueblo Nuevo Park	1501 E Ave H	Trash	1	1-3yd SL
*20 tons of City generated uncompacted C&D materials accepted annually at Alpine Landfill				

\* Tonnage in excess of the twenty (20) tons per Contract Year will be billed to the City at the posted rates. The 20-ton yearly allowance will reset annually and will not roll over.

IN WITNESS WHEREOF, the City and the Contractor, each representing that its signatory hereto has full authority to bind it hereto, have executed this AMENDMENT on the date hereinafter referred. Except as amended herein, all terms and conditions provided for the Original Agreement remain unchanged and in full force and effect.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ in the City of \_\_\_\_\_, Texas.

ATTESTED HEREUNTO:

City of Alpine  
County, Texas

By: \_\_\_\_\_  
Catherine Eaves  
Mayor

Dated: \_\_\_\_\_

ATTESTED HEREUNTO:

**Texas Disposal Systems, Inc.**

By: \_\_\_\_\_  
Dan Slovak  
Municipal Account Representative

Dated: \_\_\_\_\_

## CITY COUNCIL AGENDA ITEM REPORT

March 3, 2026

Agenda Item No. 12I

Department: Office of the City Manager

Sponsor: Henry Arredondo, City Manager

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: Approve



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### AGENDA ITEM

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Approve a proposal from Landmark Aquatic for municipal pool renovation and improvement services, including resurfacing, mechanical and filtration upgrades, safety and accessibility enhancements, and related work, with final pricing subject to negotiated adjustments and execution of a formal agreement. (H. Arredondo, City Manager)

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### EXECUTIVE SUMMARY

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The City Council will consider approval of a proposal from Landmark Aquatic to perform comprehensive renovation and improvement services for the City of Alpine Municipal Pool located at 1502 Fighting Buck Avenue. The project is intended to restore functionality, improve safety and accessibility, modernize aging infrastructure, and extend the useful life of the facility for continued public use.

According to the proposed statement of work, the project includes full resurfacing of the pool using a long-term PVC liner system, rehabilitation of filtration systems, replacement of circulation equipment, repairs to expansion joints, installation of new lane line anchors and transition ropes, upgrades to chemical monitoring equipment, and provision of a portable ADA-compliant pool lift. These improvements are designed to enhance operational reliability, meet applicable Texas codes and standards, and reduce long-term maintenance requirements.

Key mechanical upgrades include replacement of filter media and internal components, installation of a new 20-horsepower circulation pump with a new concrete pedestal, and reconditioning of associated piping and equipment. Additional work includes replacement of deteriorated expansion joints, new caulking, installation of transition ropes and anchors, and upgrades to chemical control systems to improve water quality management.

Safety and accessibility enhancements include installation of a portable ADA-compliant pool lift with protective cover and operational testing, as well as slip-resistant materials at steps and shallow areas. The lift will be delivered fully assembled, with exclusions noted for permanent anchoring or electrical work not included in the scope.

The base bid pricing for the renovation proposal totals approximately \$362,926.20, which includes materials, labor, equipmenta engineering, equipment, travel, freight, and a performance and payment bond. The ADA lift component is separately identified with a base cost of approximately \$16,861.00. Final pricing may be subject to negotiated adjustments based on site

conditions, scope refinements, or additional work required prior to execution of a formal agreement.

To support this project, the City Council previously appropriated \$75,838 through Ordinance 2025-11-03 (budget amendment) for municipal pool improvements. As the estimated project cost exceeds the currently appropriated amount, this discussion will also include consideration of funding options for the remaining balance. Potential approaches may include recommitting available reserves, reallocating funds within the Capital Improvement Program, pursuing financing, or other funding mechanisms as directed by the Council.

The proposal includes manufacturer warranties for major equipment and a ten-year material warranty for the PVC liner system, along with a one-year workmanship warranty for labor performed. Certain items—such as electrical work, structural repairs beyond those specified, and long-term water chemistry management—are excluded and may require separate coordination by the City.

Approval of this item will authorize acceptance of the proposal and execution of a formal agreement with Landmark Aquatic, while also providing preliminary direction to staff regarding funding for the remaining project costs.

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### **SUPPORTING MATERIALS**

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1. Landmark Aquatic Proposal\_City of Alpine - Pool Renovation Master Proposal Updated
2. Landmark Aquatic Proposal\_City of Alpine - Pool ADA Lift
3. 2025-11-03 ORDINANCE 2025-2026 BUDGET AMENDMENT CREEK TRAIL SPLASHPAD TRANSFER POOL MAINTENANCE

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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

### RENOVATION PROPOSAL

**Customer:** City of Alpine  
**Date:** 2/19/2026  
**Project:** City of Alpine – Pool Renovation – **Buy Board# 701-23**  
**Location:** 1502 Fighting Buck Avenue, Alpine, TX 79830, United States  
**Proposal #:** 00005258  
**Expiration:** 3/21/2026

### PROJECT DESCRIPTION

The City of Alpine Municipal Pool Improvements project consists of a comprehensive set of upgrades and rehabilitation activities designed to restore, modernize, and extend the service life of the City's outdoor public pool. The work includes full pool resurfacing utilizing a long-term PVC liner system, critical mechanical and filtration system improvements, pool expansion joint rehabilitation, safety and accessibility enhancements, lane line replacement, and replacement of chemical monitoring components.

All work will be performed in a coordinated and sequenced manner to improve operational reliability, enhance swimmer safety and accessibility, ensure compliance with applicable Texas codes and standards, and reduce long-term maintenance requirements. The proposed improvements are intended to support continued public use of the facility while providing durable, maintainable systems suitable for municipal operation.

### SCOPE OF SERVICES

#### Pool Resurfacing (PVC Liner System)

- Provide project oversight and management.
- Clean and prepare the pool surface, coping, and gutter for installation of a new PVC liner system (minor surface repair not to exceed 3 total man-hours).
- Install a fully adhered 11-ounce polypropylene felt protection/leveling layer over pool surfaces, coping, and gutter.
- Furnish and install a premium 60-mil light blue PVC membrane continuously across pool floor, walls, and gutters; hot-air weld and seal all seams.
- Wrap coping edges with slip-resistant 60-mil Dec-Tec PVC membrane and properly terminate at coping.
- Terminate membrane using bent PVC-coated metal inserted into the grout joint between coping stones and deck; weld membrane directly to coated metal.
- Install custom Type 1 hard PVC flanges at all penetrations (returns, skimmers, lights, rails, main drains, etc.).
- Install depth markers, lane markings, wall targets, and transition markings in accordance with Texas state code.
- Install slip-resistant PVC membrane at steps and shallow areas.
- Perform post-installation startup, chemical balancing, and one-time initial cleaning.
- Remove debris and haul off materials upon completion.

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#### Filtration System Rehabilitation

- Shut down and isolate filtration system.
- Drain and depressurize two (2) Astral commercial filters.

- Remove and dispose of existing filter media.
  - Remove existing lateral assemblies and internal components as required.
  - Furnish and install new Astral-compatible lateral assemblies.
  - Furnish and install new manway gaskets.
  - Inspect internal components for visible damage.
  - Furnish and install NSF-approved filter media and support gravel.
  - Reassemble filter vessels and secure manways.
  - Perform initial backwash and return system to service.
  - Inspect for leaks and proper operating pressure.
- 

### **Circulation Pump Replacement**

- Shut down and isolate circulation system.
  - Remove existing circulation pump and pump base.
  - Construct and pour a new concrete pump pedestal.
  - Furnish and install one (1) new 20 HP Aurora circulation pump.
  - Install required plumbing fittings, unions, and connections.
  - Align pump and piping to reduce vibration and mechanical stress.
  - Restart system and verify proper operation.
  - Clean and restore equipment area.
- 

### **Pool Expansion Joint and Caulking Replacement**

- Barricade work area and protect adjacent surfaces.
  - Remove approximately 100 linear feet of existing pool expansion/caulking joints.
  - Clean and prepare joint channels.
  - Apply manufacturer-approved primer.
  - Install new pool-grade, submersible-rated caulking.
  - Inspect completed joints and clean work areas.
- 

### **Lane Line Anchors and Transition Ropes**

- Remove existing lane lines, transition ropes, and hardware.
  - Core drill, remove and install new lane anchors.
  - Set anchors and allow proper cure time.
  - Install, tension, and align transition ropes.
  - Clean work areas upon completion.
- 

### **ADA Pool Lift**

- Furnish one (1) portable ADA-compliant pool lift.
  - Assemble lift per manufacturer specifications.
  - Perform operational check.
  - Deliver assembled lift to designated pool location.
- 

### **Chemical Controller Upgrade and Flow Meter**

- Furnish and install one (1) Chemtrol PC-1500 chemical controller.
- Furnish one (1) 8-inch digital paddlewheel flow meter.
- Installation and calibration of provided parts.
- Customer controller training.

### General Exclusions

- Electrical rework, power supply installation, bonding, grounding, controls, or automation integration.
- Structural repairs beyond those explicitly stated.
- Plumbing or mechanical work not expressly described.
- Long-term water chemistry management beyond initial startup.
- Any work not specifically included in this Scope of Work.

### Warranty

- **PVC Pool Liner System:** The installed 60-mil PVC liner system is covered by a ten (10) year manufacturer material warranty, which includes coverage of the PVC membrane material and welded seams.
- **Workmanship:** All workmanship associated with labor performed under this scope of work is warranted for one (1) year from the date of substantial completion.
- **Equipment and Materials:** Manufacturer warranties apply to all equipment, materials, and products furnished, including but not limited to pumps, filter media, laterals, lane lines, anchors, ADA lift, and chemical monitoring equipment.

### BASE BID PRICING

QTY	PRODUCT CODE	DESCRIPTION	UNIT PRICE	PRICE
1.00	CI-001	City of Alpine PVC Liner Resurfacing	\$229,490.00	\$229,490.00
274.00	CI-001	Filter Media Sand	\$10.60	\$2,904.40
2.00	CI-001	Filter Lateral Assembly	\$5,500.00	\$11,000.00
2.00	CI-001	Filter Manway Gasket	\$350.00	\$700.00
66.00	CI-001	Filter Support Gravel	\$13.05	\$861.30
1.00	CI-001	Aurora 3801-SF Pump/ Tech Top 20hp 3ph 230/460v	\$12,200.00	\$12,200.00
1.00	CI-001	Pump and Motor Pedestal	\$3,500.00	\$3,500.00
6.00	IM001	Deck-O-Seal Gun Grade Kit	\$248.00	\$1,488.00
3.00	IM001	Rezi-Weld LV Primer Kit	\$102.00	\$306.00
2.00	CI-001	4" Transition Line w/ Tensioner and Spring	\$480.00	\$960.00
12.00	CI-001	Cup Racing Lane Anchor w/ Integral Bar 70316SS	\$392.00	\$4,704.00
1.00	CI-001	Portable Motion Trek BP 300 DLX w/ Lock Down Kit	\$14,661.00	\$14,661.00
1.00	AUPC1500	Chemtrol PC1500 Chemical Controller ORP/PH, Temp, PWFS, FCA	\$4,042.50	\$4,042.50
1.00	CI-001	8" SCH 80 Digital Paddlewheel Flow Meter	\$685.00	\$685.00
1.00	IM001	Sch 80 PVC Fittings and Materials	\$2,140.00	\$2,140.00
1.00	IM001	Installation Materials	\$2,660.00	\$2,660.00
1.00	AUL0015	Project Labor	\$47,692.00	\$47,692.00
1.00	FD001	Freight and Delivery	\$5,632.00	\$5,632.00
1.00	ST001	Travel, Lodging and Per Diem	\$13,700.00	\$13,700.00
1.00	CI-001	Performance and Payment Bond	\$3,700.00	\$3,600.00

Subtotal	\$362,926.20
Tax (if required)	
<b>Total</b>	<b>\$362,926.20</b>

We look forward to the opportunity of working with you. Please do not hesitate to contact me with any questions.

Best Regards,

Alec Saucedo  
 Aquatic Sales Specialist  
 20234 Keilman Lane  
 Pflugerville, TX 78660  
 Direct: (210) 401-7650  
 Email: [asauceda@landmarkaquatic.com](mailto:asauceda@landmarkaquatic.com)

### ACCEPTANCE

Purchase Order Number (Optional) \_\_\_\_\_

By signing below, Purchaser acknowledges and accepts the terms and conditions in this Agreement. This Agreement shall be effective upon signature of both parties.

<p style="text-align: center;"><b>Landmark Aquatic: Alec Saucedo</b></p>	<p style="text-align: center;"><b>City of Alpine</b></p>
<p>By: _____                      (Signature of Landmark Representative)</p> <p>Name: _____</p> <p>Email: <a href="mailto:asauceda@landmarkaquatic.com">asauceda@landmarkaquatic.com</a></p> <p>Date Submitted: _____</p>	<p>By: _____                      (Signature of Authorized Individual)</p> <p>Name: _____</p> <p>Email: <a href="mailto:public.works@cityofalpine.com">public.works@cityofalpine.com</a></p> <p>Date Submitted: _____</p>

### GENERAL TERMS AND CONDITIONS

**1. Entire Agreement.** This Agreement and any Seller's Credit Application signed by Buyer constitute the final expression of the agreement between Buyer & Seller with respect to the subject matter hereof and a complete, fully integrated and exclusive statement of their agreement in this regard and there are no understandings, agreements, covenants representations or warranties of any kind, express or implied, not expressly set forth herein. No provision of any purchase order or other document issued by Buyer will alter or add to the terms of this agreement, and any such provision or modification will be void and of no effect. No modification or extension of this Agreement by Buyer will be binding unless it is in writing and is signed by an authorized representative of seller, and no modification of this agreement shall be affected by the parties' course of dealing, usage, or trade custom. In addition, no application of 92.207 of the Uniform Commercial Code (or its local equivalent) to "knock out" or otherwise modify, amend, supplement or supersede any terms or conditions of this Agreement shall have any effect and is expressly rejected. By taking delivery of Product, Buyer shall be conclusively deemed to have accepted and assented to these General Terms and Conditions. In the event that Buyer and Seller engage in any electronic transactions, including, but not limited to, electronic data interchange or facsimile exchanges, such electronic exchanges shall be considered as valid and legally binding and shall be subject to the terms and conditions of this agreement.

**2. Separate Transactions.** All Purchase Orders shall be subject to written acceptance by Seller. Each shipment shall constitute a separate and independent transaction and Seller may recover for each such shipment without reference to any other. If Buyer is in default of any term or condition of the agreement, Seller may, at its option, without waiving its right to terminate this Agreement, defer further shipments hereunder until such default is remedied on which event Seller may elect to extend the Terms of this Agreement for a period of time equal to the period of time during which shipments were so deferred, or, in addition to any other right or remedy at law or in equity Seller may decline further performance of this Agreement, or if in Seller's opinion the delivery or use of Product may result in an environmental health or safety danger or hazard. Seller may, but shall not be obligated to, grant credit terms to Buyer. Acceptance of any order is subject to final credit approval by Seller. If, in the judgement of Seller, the financial responsibility of Buyer shall at any time become impaired, Seller may without notice to Buyer, suspend credit, cancel any unfilled orders, and/or decline to make further deliveries under this Agreement except upon receipt before shipment, of payment in cash or satisfactory security for such payment. Buyer agrees, upon request, to provide Seller with its most recent financial statements and such other evidence of corporate and financial standing as Seller may reasonably request from time to time to evaluate Buyer's creditworthiness.

**3. Product Returns.** No Product sold hereunder shall be returned to Seller without Seller's prior written permission. Approved Product returns shall be subject to a restocking charge equal to 30% of the then current sale price FOB Seller's warehouse as indicated in the product return approval, with return freight charges for Buyer's account. For Product that cannot be returned, Seller may, in its discretion, provide Buyer with assistance on regulatory issues, disposal options and cost estimates.

#### **4. Warranties.** 4.1 Subject to Clauses

4.2, 4.3 and 4.4, Seller will replace, if necessary, any Product that does not meet the "Product Specifications Submitted by Buyer", if any, on page one (1) of the attached Cover Sheet or if none, the manufacturer's specifications. Seller may, at its sole option, elect to credit Buyer for the purchase price of any defective Product in lieu of replacement.

4.2 Replacement of, or credit for, defective Products is subject to and conditional upon, (a) Buyer's account with Seller being current and in good standing; (b) written notice from the Buyer within seven (7) days of delivery of any Product that does not meet specifications; (c) provision of independent evidence satisfactory to Seller that the Product does not meet specifications; (d) the provision of a sample of the Product to Seller for testing; (e) proper storage of this Product in accordance with Seller's or manufacturer's instructions; (f) decontamination of storage receptacles in accordance with statutory regulations and use of best practices prior to placing any Product in the receptacle; and (g) use of Products for their intended purpose.

4.3 This Warranty excludes damage to or alteration of Products arising from circumstances outside the control of Seller, including, without limitation, mixing of other chemicals or products.

4.4 The Buyer agrees to use the Products in accordance with; (a) any instructions provided to it by Seller from time to time; (b) all federal state & local laws and regulations governing the storage, use and maintenance of the Products; and (c) best industry practices. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PUPOSE. Determination of the suitability of the Product(s) supplied hereunder for the uses and applications contemplated by Buyer and others shall be the sole responsibility of the Buyer. The warranty in clause 4.1 constitutes Buyer's sole remedy and Seller's sole obligation with respect to Products furnished hereunder.

**5. Claims.** No claim shall be allowable after any such Product has been processed in any manner, and claims on account of defect in quality, or loss of, damage to, or shortage in quantity of, the Product shall be deemed to be waived by the Buyer unless made in writing within seven (7) days from the date of receipt at destination. No action, regardless of form, arising out of the sale or delivery of Product hereunder, may be commenced by Buyer more than one year after occurrence of the event giving rise to such cause of action.

**6. Limitation of Liability: Limitation of Damages: Remedies.** BUYER ASSUMES ALL RISKS AND RESPONSIBILITY RESULTING FROM THE HANDLING, USE, STORAGE OR RESALE OF THE PRODUCTS, WHETHER USED SINGLY OR IN A COMBINATION WITH OTHER PRODUCTS, SELLER ASSUMES NO OBLIGATION OR LIABILITY FOR ANY TECHNICAL ADVICE GIVEN BY SELLER WITH REFERENCE TO THE USE OF THE PRODUCTS OR RESULTS WHICH MAY BE OBTAINED THEREFROM, AND ALL SUCH ADVICE IS GIVEN AND ACCEPTED AT BUYERS SOLE RISK, BUYER HEREBY WAIVES ALL CLAIMS AGAINST SELLER FOR CONSEQUENTIAL DAMAGES, LOSS OF OR DAMAGE TO GOODWILL OR REPUTATION, LOSS OF USE, LOSS OF PROFITS OR BUSINESS OPPORTUNITIES OR ANY OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN, LIABILITIES, COSTS AND EXPENSES ARISING OUT

OF ANY USE, HANDLING, STORAGE OR RESALE OF THE PRODUCTS. BUYER'S EXCLUSIVE REMEDY AND SELLER GROUPS TOTAL LIABILITY HEREUNDER WHETHER IN CONTRACT, TORT, OR STRICT LIABILITY FOR INDEMNITY DEFENSE OR OTHERWISE SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE PRODUCT WITH RESPECT TO WHICH SUCH CLAIM IS MADE, SUBJECT IN ALL CASES TO AN AFFIRMATIVE OBLIGATION ON THE PART OF THE CLAIMING PARTY TO MITIGATE ITS DAMAGES. IN THE CASE OF BULK DELIVERIES, SELLER GROUP'S TOTAL LIABILITY IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE DELIVERY OF PRODUCT IMMEDIATELY PRECEDING THE DATE OF SUCH CLAIM, SUBJECT IN ALL CASES TO AFFIRMATIVE OBLIGATION ON THE PART OF THE CLAIMING PARTY TO MITIGATE ITS DAMAGES. BUYER HERBY SPECIFICALLY WAIVES ALL OTHER RIGHTS, IF ANY, TO INDEMNIFICATION BY SELLER WHICH MAY BE AVAILABLE AT LAW OR IN EQUITY, INCLUDING INDEMNIFICATION UNDER STATE, FEDERAL, OR COMMON LAW. SELLER SHALL HAVE NO LIABILITY TO BUYER HEREUNDER IF THE PRODUCT IS NOT USED IN ACCORDANCE WITH ITS INTENDED PUPOSE. THE MANUFACTURER'S INSTRUCTIONS OR THE REQUIREMENTS OF THE FEDERAL FOOD, DRUG AND COSMETIC ACT OR OTHER APPLICABLE LAW.

**7. Safety.** 7.1 Buyer acknowledges that there may be hazards associated with the possession and use of the Product and its containers and shall assume all liability resulting from, or in any way connected with, it's or their possession, transportation, handling, resale or use or its or their suitability for any particular use. Buyer acknowledges the hazardous nature of the Product, and that it has a duty to warn, protect and train as appropriate all persons who may be exposed to these hazards. Buyer also acknowledges that Seller has provided it with appropriate Safety Data Sheet(s) ("SDS"). Upon request of Buyer, Seller shall supply Buyer with additional SDS. Buyer understands that the product must not be handled or used without first consulting the SDS. Buyer will ensure that all of its employees and all other persons who might become exposed to the Product receive and refer to copies of the SDS.

7.2 in the event that Seller elects to respond to an emergency involving Product sold by Seller, Buyer hereby consents to, and releases Seller Group, from liability for, any actions Seller Group may take or fail to take in connection with such emergency. Buyer furthermore agrees to defend, indemnify and save Seller Group harmless from and against any and all losses, damages, injuries, liabilities, actions, claims or proceedings of whatever nature, arising directly or indirectly in connection with such emergency, whether or not based on seller Groups acts or omissions.

**8. Buyer.** Buyer accepts full responsibility for the disposal of any containers and their contents in accordance with applicable law. Buyer agrees to defend, indemnify and save Seller Group harmless from and against any and all claims, losses, damages, or expenses arising from Buyer's handling, use, storage, or disposal of any container or its contents.

**9. Delivery.** 9.1 Unless otherwise agreed in writing by Seller (a) all prices are not, F.O.B. carrier, Seller's warehouse and (b) title to and risk of loss of the Product shall pass to Buyer at F.O.B. point. Seller is not responsible for any loss, damage, or delay that may occur after Products have been accepted for shipment by the carrier. Claims for shipping damages must be made directly with the carrier. Applicable taxes, duties, foreign exchange, and other charges shall be calculated at the rate in effect at the time transfer of title to Buyer.

9.2 Buyer shall cooperate fully with Seller's efforts to deliver Product, and shall be appropriately prepared to safely and promptly receive Product when delivered.

9.3 Buyer is responsible for checking all Products to ensure that the correct volume, concentration levels, and type of Products have been received. Any shortage, excess, miss-shipment, or defect in any Product must be reported to seller within seven (7) days of receipt of the product by Buyer. Seller shall not be responsible for any claim for shortages or failure to meet specifications after this time.

9.4 Buyer shall provide adequate access to on-site tanks, or other suitable receptacles, to allow for efficient unloading of Products.

9.5 Late delivery or failure to supply shall in no event entitle Buyer to vary or cancel this agreement, or to claim damages in respect thereof. Delivery of Products to Buyers location shall constitute delivery to Buyer, and all risk of loss or damage shall thereupon be assumed by Buyer.

9.6 Upon Buyer's reasonable request, Seller may, at its option, assist Buyer in loading or unloading Product, but such assistance will be rendered at Buyer's sole risk. BUYER SHALL DEFEND, INDEMNIFY AND SAVE SELLER GROUP HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, INJURIES, LIABILITIES, ACTIONS, CLAIMS OR PROCEEDINGS OF WHATEVER NATURE ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH THE LOADING, DELIVERY OR UNLOADING OF THE PRODUCTS WHETHER OR NOT BASED ON SELLER GROUPS ACT OR OMISSIONS.

**10. Demurrage and Buyer's Delay.** If the delivery of Products is delayed or prevented by circumstances caused by Buyer, including, without limitation, by Buyer's inability to accept delivery, Buyer shall pay all costs associated with the delayed delivery, storage of products, insurance, and any costs incurred by Seller in making further attempts to deliver the Products.

**11. Revision of Price.** Seller shall have the right to revise the price of any Product by written notice made by (I) email, (II) regular first class mail, or (III) facsimile transmission to Buyer. In the event Seller is prevented by any governmental restriction from increasing any price herein or from continuing any price already in effect, Seller may terminate this Agreement upon fifteen (15) days prior written notice to Buyer. Without limiting the generality of the foregoing, Seller may adjust the price of any imported product at any time after order acceptance to the extent necessary to account for changes in applicable foreign exchange rates or any changes in customs duties or other governmental imposts.

**12. Payment, Price and Non-Price Charges; Credits.** 12.1 Until a specific order is accepted by Seller, quoted prices are subject to change without notice. Orders may not be cancelled once accepted by Seller. Seller reserves the right to correct any clerical or mathematical errors.

12.2 Unless otherwise agreed in writing by seller, payment terms are net 30 days. All payments due hereunder shall be made to Seller in lawful money of the United States at the location indicated on Seller's invoice. Acceptance by Seller of Sales drafts, checks or other forms of payment is provisional only and is subject to immediate collection of the full face amount thereof. Buyer agrees to pay all taxes (if any) upon the sale, delivery, storage and use of the Product. Buyer shall reimburse Seller for all taxes, increases in or new taxes, excises, duties or other charges which Seller may be required to pay to any government (federal, state, provincial or local) upon, or measured by, the production, sale, transportation or use of, any Product sold hereunder.

12.3 If Buyer does not pay on time, Seller may (I) place Buyer on C.O.D. (II) suspend deliveries and/or (III) charge interest at a rate of 2% per month (24% per annum) or the maximum allowed under applicable law, if less, on all overdue charges and interest.

12.4 Buyer shall pay the fees and prices set forth in this Agreement and any other special non-Price charges (including temporary emergency, plant outage, insurance and fuel and energy surcharges) that Seller may assess, from time to time. Non-Price charges are not subject to provisions of paragraph 11 and may be amended or added at Seller's discretion. Any credit issued by Seller to Buyer on account of Products may only be applied against the cost of future purchases from Seller and will not be paid in cash. Any such credit will expire one (1) year after the date of issuance, and Seller will have no obligation with respect thereto in the event that Buyer does not apply the credit prior to such expiry date.

12.5 Buyer shall have no right of set-off or withholding and no deduction of amounts due from Buyer to Seller shall be made without Seller's prior express written approval.

**13. Force Majeure; Allocation of Product.** 13.1 Seller shall not be liable in damages or otherwise for delay or impairment or failure of performance (other than a failure to pay any monies due) by reason of causes beyond Seller's reasonable control, including without limitation, claims of force majeure, allocations of product, work stoppages or slow-downs, plant closures, or price increases by Seller's suppliers, strikes, labor difficulties, shortage of fuel, power, raw materials or supplies, inability to obtain shipping space, transportation delays, fire, floods, accidents, riots, acts of God, war or terrorism, governmental interference or embargo, and Buyer waives any right to assert a claim against Seller in respect thereof.

13.2 If, at any time, in Seller's opinion there is a period of shortage of supply of Product for any reason, seller may allocate its inventory between Buyer and Seller's other customers in its sole discretion with no liability on Seller's part for failure to deliver the quantity or any portion thereof specified on any order, and Buyer waives any right to assert a claim against Seller in respect thereof.

**14. Shipping Methods and Schedules.** Unless at the time of Buyer's acceptance of Seller's Quotation, Buyer specifies in writing the desired method of transportation (air express, motor freight, etc.) Seller will use its judgement in selecting a carrier and route. Delivery schedules are estimated and assume timely receipt of all necessary information and documentation from Buyer, and Seller assumes no responsibility for delays. If Buyer delays delivery of any Product, Seller may invoice Buyer for such Product and hold it at Buyer's sole risk and expense pending instructions from Buyer.

**15. General Provisions,** 15.1 If Buyer takes the benefit of or becomes subject to any provision of applicable bankruptcy or insolvency law or violates any applicable law, Seller will have the right, by written notice, to immediately terminate this agreement. Seller may also terminate this agreement. In addition to any other rights Seller may have at law or in equity, if within (10) days of being notified by Seller, Buyer has failed to remedy a monetary or any other default.

15.2 Buyer may not assign this Agreement without the prior written consent of Seller. For the purposes of this Agreement, assignment shall include any assignment by merger or other operation of law. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of each of the parties hereto, Buyer will obtain a written assumption of this Agreement, in form acceptable to Seller, from any permitted transferee of Buyer.

15.3 This Agreement shall be governed by and enforced in accordance with the laws of the state in which the Seller's corporate office is located without reference to its conflict of law rules. Any dispute, controversy, or claim arising out of or related in any way to this Agreement and/or any sale and purchase or use of Products hereunder or any transaction contemplated hereby which cannot be amicably resolved by the parties shall be solely, exclusively and finally resolved by binding arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. Judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration shall take place before a single arbitrator unless the amount in controversy exceeds \$250,000, and in such case the arbitration shall take place before a panel of three (3) arbitrators, each of whom shall have experience with and knowledge of the chemical distribution industry. Arbitration shall take place in the state in which the Seller's corporate office is located. The language of the arbitration shall be in English. The decision of the arbitrator(s) shall be in writing with written findings of fact and shall be final and binding on the parties. The arbitrator shall be empowered to award money damages, but shall not be empowered to award any damages precluded by the Agreement, or any injunctive or any other equitable relief. Each party shall bear its own costs relating to the arbitration proceedings irrespective of the outcome. This section is the sole recourse for the resolution of any disputes arising out of, in connection with, or related to the Agreement, other than sections 15.12 and 15.14. The parties hereby expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement, including, without limitation, article 35(2) thereof.

15.4 Except as to revisions in price which are governed by Paragraph 11 herein, any notices required or given in connection with this Agreement shall be sent or delivered in writing and be made by (I) registered mail, (II) certified mail, return receipt requested, (III) overnight mail, or (IV) fax (with confirmation of receipt), to the address and to the attention of the persons specified on the Cover Sheet, which the parties agree to promptly update as necessary. Notice shall be deemed given on the day on which it is actually received or refused by the other party.

15.5 The waiver by either party of any of the rights under this Agreement shall not be construed as constituting a precedent, and shall not in any way affect, limit or prevent such party's right thereafter to enforce and compel strict compliance with each and every term or condition contained herein. The acceptance by the Seller of any payment after the specified due date shall not constitute a waiver of the Buyer's obligation to make further payments on the specified due dates. Seller shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, in any suit brought by Seller in connection with this Agreement.

15.6 If any provisions of this Agreement shall be held to be illegal or unenforceable the legality and enforceability of the remaining provisions shall not in any way be affected or impaired. The paragraph headings are for convenience only and shall not be used in interpreting or construing this Agreement.

15.7 All specifications, formulas, drawings, illustrations, descriptive matter and particulars contained in Seller's catalogs, website and marketing documents (the "Descriptions") are indicative only, do not form part of this Agreement, and are not representations or warranties of any kind. No discrepancy between the Products and the Descriptions will entitle the Buyer to rescind this Agreement or seek compensation or damages.

15.8 Seller may vary or amend this Agreement by notice in writing to Buyer at any time. Any variations or amendments, including, without limitation, any price increases, will apply to orders placed by Buyer after the due date of the notice.

15.9 If buyer requests any amendment to this Agreement, Seller may increase the price of Products to account for any increased costs occasioned thereby.

15.10 Buyer represents and warrants that it is not a "Prohibited Person" as defined by the Office of Foreign Assets Control.

15.11 Unless Buyer is authorized to distribute the Products delivered hereunder pursuant to a written agreement with Seller, the Products are supplied to Buyer for Buyer's internal use only, and Buyer may not repackage, resell or otherwise distribute the Products to third parties without the prior written consent of Seller. Even if Seller's consent is granted, Buyer agrees to comply with all applicable export laws and regulations with respect to the Products and not to transship or resell Product to any person or entity who is a "Prohibited Person" as defined by the Office of Foreign Assets Control.

15.12 Buyer shall not use the Seller's trademarks or any part thereof as part of Buyer's name, nor register any name, including domain names, or mark confusingly similar to the Seller's trademarks. Buyer acknowledges that Buyer is not being licensed any right or interest of any kind in Seller's trademarks and that Buyer may not use same without the prior written consent of Seller.

15.13 The relationship of the parties hereto is that of Buyer and Seller. Nothing in this agreement, and no course of dealing between the parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the parties or between one party and the other party's employees or agents. Accordingly, neither party shall be empowered to bind the other party in any way, to incur any liability or otherwise act on behalf of the other party. Each party shall be solely responsible for payment of its employees' salaries (including withholding of income taxes and social security), worker's compensation, and all other employment benefits.

15.14 The terms of this Agreement are strictly confidential and Buyer shall not use or disclose the terms hereof without Seller's prior written consent.

15.15 This Agreement shall not be construed more strongly against either party regardless of which party is more responsible for its preparation.

15.16 This Agreement may be executed in one or more counterparts, each of which will be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. Signature by facsimile or by e-mail in portable document format (.pdf) shall also bind the parties to this Agreement.

**16. Price Adjustments Due to Delays or Unforeseen Circumstances.** Landmark Aquatic reserves the right to adjust pricing if project commencement or completion is delayed due to circumstances beyond our control, including but not limited to unforeseen site conditions, regulatory changes, supply chain disruptions, force majeure events, customer-requested delays, or other extraordinary events that materially impact costs. Any such adjustments will be communicated in writing and shall be reasonably determined based on the increased costs incurred.

### GENERAL PROPOSAL

**Customer:** City of Alpine  
**Date:** 2/19/2026  
**Project:** City of Alpine - Pool ADA Lift – **Buy Board# 701-23**  
**Location:** 1502 Fighting Buck Avenue, Alpine, TX 79830, United States  
**Proposal #:** 00004947  
**Expiration:** 3/21/2026

### SCOPE OF WORK

#### Scope of Services:

- Furnish a new portable ADA-compliant pool lift.
- Assemble the lift in accordance with manufacturer specifications.
- Furnish and include the protective cover for the ADA lift.
- Perform a basic operational check to confirm proper assembly and function.
- Deliver the fully assembled lift to the designated pool location.

#### Exclusions:

- Permanent anchoring or deck installation.
- Electrical connections or charging beyond factory configuration.
- Any work not expressly described in this scope.

#### Warranty:

All workmanship related to this scope will be warranted for one (1) year from delivery. Manufacturer warranties apply to the ADA lift and cover.

### EXCLUSIONS

- **ELECTRICAL EXCLUSION:** All necessary line voltage electrical work and materials required to complete installation and facilitate the proper operation of the above-listed equipment and/or system are hereby excluded from this proposal. Acceptance of this proposal indicates agreement by the Owner to provide such excluded work and materials, at the Owner's expense, to facilitate a properly functional system.
- **BONDING:** Bonding is required by the National Electrical Code (NEC 680-22). Installation quote assumes, if applicable, existing anchor is bonded and a usable bonding point is available. If a bonding point is not present, the owner is responsible, at their cost, for providing an electrician to ensure proper bonding of items is accomplished.
- **EXISTING ANCHORS:** Installation quote is based on the existing anchor(s) being solid and usable for the new application. If existing anchor is deemed unusable, additional labor and material cost will be quoted before installation can be completed.
- **FREIGHT/SHIPPING CHARGES:** Freight and/or shipping charges are estimated and may increase based on the actual cost of such. Actual shipping charge(s) will be reflected on the invoice.
- **BONDS AND/OR PERMITTING:** Bonds or permitting fees are not included unless requested.

### BASE BID PRICING

QTY	PRODUCT CODE	DESCRIPTION	UNIT PRICE	PRICE
2.00	AUL0011	One Man Assembly Labor	\$175.00	\$350.00
1.00	FD001	Freight and Delivery	\$1,850.00	\$1,850.00
1.00	CI-001	Portable Motion Trek BP 300 DLX w/ Lock Down Kit	\$14,661.00	\$14,661.00
			Subtotal	\$16,861.00
			Tax (if required)	
			<b>Total</b>	<b>\$16,861.00</b>

We look forward to the opportunity of working with you. Please do not hesitate to contact me with any questions.

Best Regards,

Alec Saucedo  
 Aquatic Sales Specialist  
 20234 Keilman Lane  
 Pflugerville, TX 78660  
 Direct: (210) 401-7650  
 Email: [asauceda@landmarkaquatic.com](mailto:asauceda@landmarkaquatic.com)

### ACCEPTANCE

Purchase Order Number (Optional) \_\_\_\_\_

By signing below, Purchaser acknowledges and accepts the terms and conditions in this Agreement. This Agreement shall be effective upon signature of both parties.

Landmark Aquatic: Alec Saucedo	City of Alpine
By: _____ (Signature of Landmark Representative)	By: _____ (Signature of Authorized Individual)
Name: _____	Name: _____
Email: <a href="mailto:asauceda@landmarkaquatic.com">asauceda@landmarkaquatic.com</a>	Email: <a href="mailto:public.works@cityofalpine.com">public.works@cityofalpine.com</a>
Date Submitted: _____	Date Submitted: _____

### GENERAL TERMS AND CONDITIONS

**1. Entire Agreement.** This Agreement and any Seller's Credit Application signed by Buyer constitute the final expression of the agreement between Buyer & Seller with respect to the subject matter hereof and a complete, fully integrated and exclusive statement of their agreement in this regard and there are no understandings, agreements, covenants representations or warranties of any kind, express or implied, not expressly set forth herein. No provision of any purchase order or other document issued by Buyer will alter or add to the terms of this agreement, and any such provision or modification will be void and of no effect. No modification or extension of this Agreement by Buyer will be binding unless it is in writing and is signed by an authorized representative of seller, and no modification of this agreement shall be affected by the parties' course of dealing, usage, or trade custom. In addition, no application of 92.207 of the Uniform Commercial Code (or its local equivalent) to "knock out" or otherwise modify, amend, supplement or supersede any terms or conditions of this Agreement shall have any effect and is expressly rejected. By taking delivery of Product, Buyer shall be conclusively deemed to have accepted and assented to these General Terms and Conditions. In the event that Buyer and Seller engage in any electronic transactions, including, but not limited to, electronic data interchange or facsimile exchanges, such electronic exchanges shall be considered as valid and legally binding and shall be subject to the terms and conditions of this agreement.

**2. Separate Transactions.** All Purchase Orders shall be subject to written acceptance by Seller. Each shipment shall constitute a separate and independent transaction and Seller may recover for each such shipment without reference to any other. If Buyer is in default of any term or condition of the agreement, Seller may, at its option, without waiving its right to terminate this Agreement, defer further shipments hereunder until such default is remedied on which event Seller may elect to extend the Terms of this Agreement for a period of time equal to the period of time during which shipments were so deferred, or, in addition to any other right or remedy at law or in equity Seller may decline further performance of this Agreement, or if in Seller's opinion the delivery or use of Product may result in an environmental health or safety danger or hazard. Seller may, but shall not be obligated to, grant credit terms to Buyer. Acceptance of any order is subject to final credit approval by Seller. If, in the judgement of Seller, the financial responsibility of Buyer shall at any time become impaired, Seller may without notice to Buyer, suspend credit, cancel any unfilled orders, and/or decline to make further deliveries under this Agreement except upon receipt before shipment, of payment in cash or satisfactory security for such payment. Buyer agrees, upon request, to provide Seller with its most recent financial statements and such other evidence of corporate and financial standing as Seller may reasonably request from time to time to evaluate Buyer's creditworthiness.

**3. Product Returns.** No Product sold hereunder shall be returned to Seller without Seller's prior written permission. Approved Product returns shall be subject to a restocking charge equal to 30% of the then current sale price FOB Seller's warehouse as indicated in the product return approval, with return freight charges for Buyer's account. For Product that cannot be returned, Seller may, in its discretion, provide Buyer with assistance on regulatory issues, disposal options and cost estimates.

#### **4. Warranties.** 4.1 Subject to Clauses

4.2, 4.3 and 4.4, Seller will replace, if necessary, any Product that does not meet the "Product Specifications Submitted by Buyer", if any, on page one (1) of the attached Cover Sheet or if none, the manufacturer's specifications. Seller may, at its sole option, elect to credit Buyer for the purchase price of any defective Product in lieu of replacement.

4.2 Replacement of, or credit for, defective Products is subject to and conditional upon, (a) Buyer's account with Seller being current and in good standing; (b) written notice from the Buyer within seven (7) days of delivery of any Product that does not meet specifications; (c) provision of independent evidence satisfactory to Seller that the Product does not meet specifications; (d) the provision of a sample of the Product to Seller for testing; (e) proper storage of this Product in accordance with Seller's or manufacturer's instructions; (f) decontamination of storage receptacles in accordance with statutory regulations and use of best practices prior to placing any Product in the receptacle; and (g) use of Products for their intended purpose.

4.3 This Warranty excludes damage to or alteration of Products arising from circumstances outside the control of Seller, including, without limitation, mixing of other chemicals or products.

4.4 The Buyer agrees to use the Products in accordance with; (a) any instructions provided to it by Seller from time to time; (b) all federal state & local laws and regulations governing the storage, use and maintenance of the Products; and (c) best industry practices. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PUPOSE. Determination of the suitability of the Product(s) supplied hereunder for the uses and applications contemplated by Buyer and others shall be the sole responsibility of the Buyer. The warranty in clause 4.1 constitutes Buyer's sole remedy and Seller's sole obligation with respect to Products furnished hereunder.

**5. Claims.** No claim shall be allowable after any such Product has been processed in any manner, and claims on account of defect in quality, or loss of, damage to, or shortage in quantity of, the Product shall be deemed to be waived by the Buyer unless made in writing within seven (7) days from the date of receipt at destination. No action, regardless of form, arising out of the sale or delivery of Product hereunder, may be commenced by Buyer more than one year after occurrence of the event giving rise to such cause of action.

**6. Limitation of Liability: Limitation of Damages: Remedies.** BUYER ASSUMES ALL RISKS AND RESPONSIBILITY RESULTING FROM THE HANDLING, USE, STORAGE OR RESALE OF THE PRODUCTS, WHETHER USED SINGLY OR IN A COMBINATION WITH OTHER PRODUCTS, SELLER ASSUMES NO OBLIGATION OR LIABILITY FOR ANY TECHNICAL ADVICE GIVEN BY SELLER WITH REFERENCE TO THE USE OF THE PRODUCTS OR RESULTS WHICH MAY BE OBTAINED THEREFROM, AND ALL SUCH ADVICE IS GIVEN AND ACCEPTED AT BUYERS SOLE RISK, BUYER HEREBY WAIVES ALL CLAIMS AGAINST SELLER FOR CONSEQUENTIAL DAMAGES, LOSS OF OR DAMAGE TO GOODWILL OR REPUTATION, LOSS OF USE, LOSS OF PROFITS OR BUSINESS OPPORTUNITIES OR ANY OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN, LIABILITIES, COSTS AND EXPENSES ARISING OUT

OF ANY USE, HANDLING, STORAGE OR RESALE OF THE PRODUCTS. BUYER'S EXCLUSIVE REMEDY AND SELLER GROUPS TOTAL LIABILITY HEREUNDER WHETHER IN CONTRACT, TORT, OR STRICT LIABILITY FOR INDEMNITY DEFENSE OR OTHERWISE SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE PRODUCT WITH RESPECT TO WHICH SUCH CLAIM IS MADE, SUBJECT IN ALL CASES TO AN AFFIRMATIVE OBLIGATION ON THE PART OF THE CLAIMING PARTY TO MITIGATE ITS DAMAGES. IN THE CASE OF BULK DELIVERIES, SELLER GROUP'S TOTAL LIABILITY IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE DELIVERY OF PRODUCT IMMEDIATELY PRECEDING THE DATE OF SUCH CLAIM, SUBJECT IN ALL CASES TO AFFIRMATIVE OBLIGATION ON THE PART OF THE CLAIMING PARTY TO MITIGATE ITS DAMAGES. BUYER HERBY SPECIFICALLY WAIVES ALL OTHER RIGHTS, IF ANY, TO INDEMNIFICATION BY SELLER WHICH MAY BE AVAILABLE AT LAW OR IN EQUITY, INCLUDING INDEMNIFICATION UNDER STATE, FEDERAL, OR COMMON LAW. SELLER SHALL HAVE NO LIABILITY TO BUYER HEREUNDER IF THE PRODUCT IS NOT USED IN ACCORDANCE WITH ITS INTENDED PUPOSE. THE MANUFACTURER'S INSTRUCTIONS OR THE REQUIREMENTS OF THE FEDERAL FOOD, DRUG AND COSMETIC ACT OR OTHER APPLICABLE LAW.

**7. Safety.** 7.1 Buyer acknowledges that there may be hazards associated with the possession and use of the Product and its containers and shall assume all liability resulting from, or in any way connected with, it's or their possession, transportation, handling, resale or use or its or their suitability for any particular use. Buyer acknowledges the hazardous nature of the Product, and that it has a duty to warn, protect and train as appropriate all persons who may be exposed to these hazards. Buyer also acknowledges that Seller has provided it with appropriate Safety Data Sheet(s) ("SDS"). Upon request of Buyer, Seller shall supply Buyer with additional SDS. Buyer understands that the product must not be handled or used without first consulting the SDS. Buyer will ensure that all of its employees and all other persons who might become exposed to the Product receive and refer to copies of the SDS.

7.2 in the event that Seller elects to respond to an emergency involving Product sold by Seller, Buyer hereby consents to, and releases Seller Group, from liability for, any actions Seller Group may take or fail to take in connection with such emergency. Buyer furthermore agrees to defend, indemnify and save Seller Group harmless from and against any and all losses, damages, injuries, liabilities, actions, claims or proceedings of whatever nature, arising directly or indirectly in connection with such emergency, whether or not based on seller Groups acts or omissions.

**8. Buyer.** Buyer accepts full responsibility for the disposal of any containers and their contents in accordance with applicable law. Buyer agrees to defend, indemnify and save Seller Group harmless from and against any and all claims, losses, damages, or expenses arising from Buyer's handling, use, storage, or disposal of any container or its contents.

**9. Delivery.** 9.1 Unless otherwise agreed in writing by Seller (a) all prices are not, F.O.B. carrier, Seller's warehouse and (b) title to and risk of loss of the Product shall pass to Buyer at F.O.B. point. Seller is not responsible for any loss, damage, or delay that may occur after Products have been accepted for shipment by the carrier. Claims for shipping damages must be made directly with the carrier. Applicable taxes, duties, foreign exchange, and other charges shall be calculated at the rate in effect at the time transfer of title to Buyer.

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9.3 Buyer is responsible for checking all Products to ensure that the correct volume, concentration levels, and type of Products have been received. Any shortage, excess, miss-shipment, or defect in any Product must be reported to seller within seven (7) days of receipt of the product by Buyer. Seller shall not be responsible for any claim for shortages or failure to meet specifications after this time.

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9.5 Late delivery or failure to supply shall in no event entitle Buyer to vary or cancel this agreement, or to claim damages in respect thereof. Delivery of Products to Buyers location shall constitute delivery to Buyer, and all risk of loss or damage shall thereupon be assumed by Buyer.

9.6 Upon Buyer's reasonable request, Seller may, at its option, assist Buyer in loading or unloading Product, but such assistance will be rendered at Buyer's sole risk. BUYER SHALL DEFEND, INDEMNIFY AND SAVE SELLER GROUP HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, INJURIES, LIABILITIES, ACTIONS, CLAIMS OR PROCEEDINGS OF WHATEVER NATURE ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH THE LOADING, DELIVERY OR UNLOADING OF THE PRODUCTS WHETHER OR NOT BASED ON SELLER GROUPS ACT OR OMISSIONS.

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12.2 Unless otherwise agreed in writing by seller, payment terms are net 30 days. All payments due hereunder shall be made to Seller in lawful money of the United States at the location indicated on Seller's invoice. Acceptance by Seller of Sales drafts, checks or other forms of payment is provisional only and is subject to immediate collection of the full face amount thereof. Buyer agrees to pay all taxes (if any) upon the sale, delivery, storage and use of the Product. Buyer shall reimburse Seller for all taxes, increases in or new taxes, excises, duties or other charges which Seller may be required to pay to any government (federal, state, provincial or local) upon, or measured by, the production, sale, transportation or use of, any Product sold hereunder.

12.3 If Buyer does not pay on time, Seller may (I) place Buyer on C.O.D. (II) suspend deliveries and/or (III) charge interest at a rate of 2% per month (24% per annum) or the maximum allowed under applicable law, if less, on all overdue charges and interest.

12.4 Buyer shall pay the fees and prices set forth in this Agreement and any other special non-Price charges (including temporary emergency, plant outage, insurance and fuel and energy surcharges) that Seller may assess, from time to time. Non-Price charges are not subject to provisions of paragraph 11 and may be amended or added at Seller's discretion. Any credit issued by Seller to Buyer on account of Products may only be applied against the cost of future purchases from Seller and will not be paid in cash. Any such credit will expire one (1) year after the date of issuance, and Seller will have no obligation with respect thereto in the event that Buyer does not apply the credit prior to such expiry date.

12.5 Buyer shall have no right of set-off or withholding and no deduction of amounts due from Buyer to Seller shall be made without Seller's prior express written approval.

**13. Force Majeure; Allocation of Product.** 13.1 Seller shall not be liable in damages or otherwise for delay or impairment or failure of performance (other than a failure to pay any monies due) by reason of causes beyond Seller's reasonable control, including without limitation, claims of force majeure, allocations of product, work stoppages or slow-downs, plant closures, or price increases by Seller's suppliers, strikes, labor difficulties, shortage of fuel, power, raw materials or supplies, inability to obtain shipping space, transportation delays, fire, floods, accidents, riots, acts of God, war or terrorism, governmental interference or embargo, and Buyer waives any right to assert a claim against Seller in respect thereof.

13.2 If, at any time, in Seller's opinion there is a period of shortage of supply of Product for any reason, seller may allocate its inventory between Buyer and Seller's other customers in its sole discretion with no liability on Seller's part for failure to deliver the quantity or any portion thereof specified on any order, and Buyer waives any right to assert a claim against Seller in respect thereof.

**14. Shipping Methods and Schedules.** Unless at the time of Buyer's acceptance of Seller's Quotation, Buyer specifies in writing the desired method of transportation (air express, motor freight, etc.) Seller will use its judgement in selecting a carrier and route. Delivery schedules are estimated and assume timely receipt of all necessary information and documentation from Buyer, and Seller assumes no responsibility for delays. If Buyer delays delivery of any Product, Seller may invoice Buyer for such Product and hold it at Buyer's sole risk and expense pending instructions from Buyer.

**15. General Provisions,** 15.1 If Buyer takes the benefit of or becomes subject to any provision of applicable bankruptcy or insolvency law or violates any applicable law, Seller will have the right, by written notice, to immediately terminate this agreement. Seller may also terminate this agreement. In addition to any other rights Seller may have at law or in equity, if within (10) days of being notified by Seller, Buyer has failed to remedy a monetary or any other default.

15.2 Buyer may not assign this Agreement without the prior written consent of Seller. For the purposes of this Agreement, assignment shall include any assignment by merger or other operation of law. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of each of the parties hereto, Buyer will obtain a written assumption of this Agreement, in form acceptable to Seller, from any permitted transferee of Buyer.

15.3 This Agreement shall be governed by and enforced in accordance with the laws of the state in which the Seller's corporate office is located without reference to its conflict of law rules. Any dispute, controversy, or claim arising out of or related in any way to this Agreement and/or any sale and purchase or use of Products hereunder or any transaction contemplated hereby which cannot be amicably resolved by the parties shall be solely, exclusively and finally resolved by binding arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. Judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration shall take place before a single arbitrator unless the amount in controversy exceeds \$250,000, and in such case the arbitration shall take place before a panel of three (3) arbitrators, each of whom shall have experience with and knowledge of the chemical distribution industry. Arbitration shall take place in the state in which the Seller's corporate office is located. The language of the arbitration shall be in English. The decision of the arbitrator(s) shall be in writing with written findings of fact and shall be final and binding on the parties. The arbitrator shall be empowered to award money damages, but shall not be empowered to award any damages precluded by the Agreement, or any injunctive or any other equitable relief. Each party shall bear its own costs relating to the arbitration proceedings irrespective of the outcome. This section is the sole recourse for the resolution of any disputes arising out of, in connection with, or related to the Agreement, other than sections 15.12 and 15.14. The parties hereby expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement, including, without limitation, article 35(2) thereof.

15.4 Except as to revisions in price which are governed by Paragraph 11 herein, any notices required or given in connection with this Agreement shall be sent or delivered in writing and be made by (I) registered mail, (II) certified mail, return receipt requested, (III) overnight mail, or (IV) fax (with confirmation of receipt), to the address and to the attention of the persons specified on the Cover Sheet, which the parties agree to promptly update as necessary. Notice shall be deemed given on the day on which it is actually received or refused by the other party.

15.5 The waiver by either party of any of the rights under this Agreement shall not be construed as constituting a precedent, and shall not in any way affect, limit or prevent such party's right thereafter to enforce and compel strict compliance with each and every term or condition contained herein. The acceptance by the Seller of any payment after the specified due date shall not constitute a waiver of the Buyer's obligation to make further payments on the specified due dates. Seller shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, in any suit brought by Seller in connection with this Agreement.

15.6 If any provisions of this Agreement shall be held to be illegal or unenforceable the legality and enforceability of the remaining provisions shall not in any way be affected or impaired. The paragraph headings are for convenience only and shall not be used in interpreting or construing this Agreement.

15.7 All specifications, formulas, drawings, illustrations, descriptive matter and particulars contained in Seller's catalogs, website and marketing documents (the "Descriptions") are indicative only, do not form part of this Agreement, and are not representations or warranties of any kind. No discrepancy between the Products and the Descriptions will entitle the Buyer to rescind this Agreement or seek compensation or damages.

15.8 Seller may vary or amend this Agreement by notice in writing to Buyer at any time. Any variations or amendments, including, without limitation, any price increases, will apply to orders placed by Buyer after the due date of the notice.

15.9 If buyer requests any amendment to this Agreement, Seller may increase the price of Products to account for any increased costs occasioned thereby.

15.10 Buyer represents and warrants that it is not a "Prohibited Person" as defined by the Office of Foreign Assets Control.

15.11 Unless Buyer is authorized to distribute the Products delivered hereunder pursuant to a written agreement with Seller, the Products are supplied to Buyer for Buyer's internal use only, and Buyer may not repackage, resell or otherwise distribute the Products to third parties without the prior written consent of Seller. Even if Seller's consent is granted, Buyer agrees to comply with all applicable export laws and regulations with respect to the Products and not to transship or resell Product to any person or entity who is a "Prohibited Person" as defined by the Office of Foreign Assets Control.

15.12 Buyer shall not use the Seller's trademarks or any part thereof as part of Buyer's name, nor register any name, including domain names, or mark confusingly similar to the Seller's trademarks. Buyer acknowledges that Buyer is not being licensed any right or interest of any kind in Seller's trademarks and that Buyer may not use same without the prior written consent of Seller.

15.13 The relationship of the parties hereto is that of Buyer and Seller. Nothing in this agreement, and no course of dealing between the parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the parties or between one party and the other party's employees or agents. Accordingly, neither party shall be empowered to bind the other party in any way, to incur any liability or otherwise act on behalf of the other party. Each party shall be solely responsible for payment of its employees' salaries (including withholding of income taxes and social security), worker's compensation, and all other employment benefits.

15.14 The terms of this Agreement are strictly confidential and Buyer shall not use or disclose the terms hereof without Seller's prior written consent.

15.15 This Agreement shall not be construed more strongly against either party regardless of which party is more responsible for its preparation.

15.16 This Agreement may be executed in one or more counterparts, each of which will be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. Signature by facsimile or by e-mail in portable document format (.pdf) shall also bind the parties to this Agreement.

**16. Price Adjustments Due to Delays or Unforeseen Circumstances.** Landmark Aquatic reserves the right to adjust pricing if project commencement or completion is delayed due to circumstances beyond our control, including but not limited to unforeseen site conditions, regulatory changes, supply chain disruptions, force majeure events, customer-requested delays, or other extraordinary events that materially impact costs. Any such adjustments will be communicated in writing and shall be reasonably determined based on the increased costs incurred.

STATE OF TEXAS

CITY OF ALPINE

COUNTY OF BREWSTER

**ORDINANCE 2025-11-03**

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

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

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

**WHEREAS**, the designated project for the scenic walking path was later amended by Resolution 2021-08-02, which redirected \$50,000 of the funds to support the development of a splash pad project and committed the remaining balance toward the purchase of emergency generators for municipal emergency preparedness; and

**WHEREAS**, although the \$50,000 was committed to the splash pad project, the City has not moved forward with construction of the splash pad, and the City Council now finds that these funds are more urgently needed to support necessary municipal swimming pool improvements in advance of the upcoming pool season; and

**WHEREAS**, it is in the best interest of the citizens of Alpine to amend the Fiscal Year 2025-2026 Budget to reflect the reallocation of the previously committed splash pad funds from the Creek Trail Reserve account to the General Fund Pool Maintenance account, as reflected in Exhibit "A"; and

**WHEREAS**, the City Council finds that reallocating these funds to maintain and improve the municipal swimming pool continues to fulfill the donor's intent of supporting community recreation and enhancing the quality of life for Alpine residents.

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

**SECTION I  
FINDINGS OF FACT**

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

**SECTION II  
CUMULATIVE CLAUSE**

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

**SECTION III**

**SEVERABILITY CLAUSE**

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

**SECTION IV  
PROPER NOTICE AND MEETING**

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

**SECTION V  
EFFECTIVE DATE**

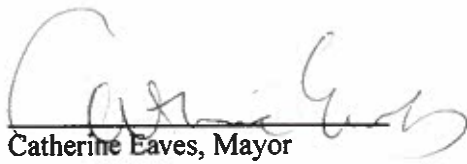
This ordinance shall take effect immediately upon its passage and publication as required by state and local law.

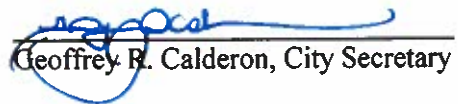
**PASSED, APPROVED, AND ADOPTED THIS 18<sup>TH</sup> DAY OF NOVEMBER, 2025, BY A MAJORITY VOTE OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.**

**FIRST AND FINAL READING**

**NOVEMBER 18, 2025**

**ATTEST:**

  
Catherine Eaves, Mayor

  
Geoffrey R. Calderon, City Secretary



# "Exhibit A" FY 2025-2026 Budget Amendments

Requestor: Geoffrey Calderon

## 1) Re-commit funds from Creek Trail Reserves Splash Pad to General Fund Pool Maintenance and Recreation Operations

Department	Line - Item	Description	Original Budget	Amended Budget	Proposed Amendment	Amended Budget
<b>PARKS &amp; POOL</b>						
Transfer In	01-599-9101	Creek Trail Reserves - Splash Pad	\$ -	\$ -	\$ 61,838.00	\$ 61,838.00
					<b>Revenue \$ 61,838.00</b>	
Appropriation	01-642-0707	Pool Maintenance	\$ 15,000.00	\$ 15,000.00	\$ 61,838.00	\$ 76,838.00
				<b>Appropriation \$ 61,838.00</b>		
<b>Increase/(Decrease)</b>						
					\$ 61,838.00	\$ 61,838.00

*Note: Funds to be transferred in from Creek Trail Reserves - Splash Pad (Committed Funds) held in Texas Class Investment Account*

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**CITY COUNCIL AGENDA ITEM REPORT**

**March 3, 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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Personnel Matters § 551.074, Texas Government Code:

- a. Operational, Finance, and Personnel Discussions and Considerations to ensure that the City Council and the City Manager are aligned. (H. Arredondo, 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