



CITY OF ALPINE
WORKSHOP & REGULAR CITY COUNCIL MEETING
July 7, 2026 – 4:00 PM

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

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

A. Workshop meeting to review the adoption of the City of Alpine Master Fee Schedule for Resolution 2026-06-13. (R. Rückes)

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

A. Pledge of Allegiance to the United States Flag.

B. Pledge of Allegiance to the Texas Flag.

C. Determination of a Quorum and Proof of Notice of the Meeting.

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

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

A. Public Hearing to obtain citizen views and comments regarding the second and final reading of Ordinance 2026-06-05, an ordinance amending Chapter 2 – Administration, Article IV – Finance of the Alpine Code of Ordinances by adding Division 4 – Enterprise Fund Financial Management; Establishing financial management policies for City enterprise funds, including rate sufficiency requirements, reserve requirements, limitations on transfers of enterprise fund revenues, annual reporting requirements, and long-term financial sustainability standards; Providing for Findings of Fact, Enactment, Repealer, Severability, Proper Notice and Meeting, Inclusion in the Code of Ordinances, and Effective Date clauses.

B. Public Hearing to obtain citizen views and comments regarding the first reading Ordinance 2026-07-01, an Ordinance Approving Rezone Application 2026-07-01; Amending the Official Zoning Map of the City by Rezoning the Property Located at 1301 W Ave J and Legally Described as 2.0 acre tract of Land, more or less, known as Track One (1), out of the East One-half (E/2) of Lot Two (2), Means Addition, Subdivision “A”, to the City of Alpine,

Brewster County, Texas, as the Same Appears in the Map or Plat Records on File in the Office of the County Clerk of Brewster County, Texas; Rezoning the Subject Property from R-2 Multi-Family District to R-4 Mixed Residential District; Providing Findings of Fact, Repealer, Severability, Effective Date, Proper Notice, and Hearing Clauses.

- C. Public Hearing to obtain citizen views and comments regarding Resolution 2026-06-13, a resolution adopting the City of Alpine Master Fee Schedule; Establishing Appendices A through H; Including Appendix B: Building Services Fees relating to Building Permit and Departmental Fees; Authorizing the periodic update of fees by resolution; Repealing conflicting resolutions; Directing implementation; And providing for an Effective Date.

5. **PUBLIC PRESENTATIONS.** -

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

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

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

7. **TIME SENSITIVE ITEMS.** -

8. **CONSENT AGENDA.** -

- A. Approval of the June 9, 2026 Special Meeting Minutes (C. Espinoza, Interim City Secretary)
- B. Approval of the June 16, 2026 Regular Meeting Minutes (C. Espinoza, Interim City Secretary)

- C. Approval of 2026-2027 Holiday Calendar. (H. Arredondo, City Manager)
 - D. Approval of the Fiscal Year 2026-2027 City Meeting Calendar. (C. Espinoza, Interim City Secretary)
 - E. Approval of the 2026-2027 Agenda Deadlines Calendar. (C. Espinoza, Interim City Secretary)
 - F. Approval of the 2026-2027 Planning & Zoning Submittal Calendar. (C. Espinoza, Interim City Secretary)
 - G. Approve Special Use Permit 2026-07-01, a special use permit allowing the applicant, Travis & Allie Brianne Waldrep, to establish a short term rental at 305 N. 1st St. The property owner of record is Travis & Allie Brianne Waldrep. The Parcel ID of the subject property is 35496. (C. Espinoza, Interim City Secretary)
 - H. Approval of letter agreement to extend the Country Club Lease for 90 days (H. Arredondo)
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 regarding meeting from Brewster County Groundwater Conservation District & the Meadows Research Institute, with Councilmembers Robert Rückes & Eva Martinez attending. (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 second and final reading of Ordinance 2026-06-05, an ordinance amending Chapter 2 – Administration, Article IV – Finance of the Alpine Code of Ordinances by adding Division 4 – Enterprise Fund Financial Management; Establishing financial management policies for City enterprise funds, including rate sufficiency requirements, reserve requirements, limitations on transfers of enterprise fund revenues, annual reporting requirements, and long-term financial sustainability standards; Providing for Findings of Fact, Enactment, Repealer, Severability, Proper Notice and Meeting, Inclusion in the Code of Ordinances, and Effective Date clauses. (R. Rückes, City Council)
 - B. Approve the first reading of Ordinance Ordinance 2026-07-01, an Ordinance Approving Rezone Application 2026-07-01; Amending the Official Zoning Map of the City by Rezoning the Property Located at 1301 W Ave J and Legally Described as 2.0 acre tract of Land, more or less, known as Track One (1), out of the East One-half (E/2) of Lot Two (2), Means Addition, Subdivision “A”, to the City of Alpine, Brewster County, Texas, as the Same Appears in the Map or Plat Records on File in the Office of the County Clerk of Brewster County, Texas; Rezoning the Subject Property from R-2 Multi-Family District to R-4 Mixed Residential District; Providing Findings of Fact, Repealer, Severability, Effective Date, Proper Notice, and Hearing Clauses. (H. Arredondo, City Manager)

- C. Approve Resolution 2026-06-13, a resolution adopting the City of Alpine Master Fee Schedule; Establishing Appendices A through H; Authorizing the periodic update of fees by resolution; Repealing conflicting resolutions; Directing implementation; And providing for an Effective Date. (H. Arredondo, City Manager)
 - D. Approve the ratification of Resolution 2026-06-18, a resolution appointing Clarinda Espinoza as Interim City Secretary. (H. Arredondo, City Manager)
 - E. Approve Resolution 2026-07-01, a resolution updating authorized check signatories for all city accounts held with West Texas National Bank; Requiring two signatures on all city checks; Designating primary and alternate authorized signers; Providing for an effective date. (H. Arredondo, City Manager)
 - F. Approve Resolution 2026-07-02, a resolution authorizing the City to participate in USDA Water Predevelopment Planning Grant. (H. Arredondo, City Manager)
 - G. Approve Resolution 2026-07-03, a resolution authorizing the City to participate in USDA Emergency Community Water Assistance Grants (ECWAG). (H. Arredondo, City Manager)
 - H. Approve Resolution 2026-07-04, a resolution authorizing the City to participate in Scenic City Texas Grant. (H. Arredondo, City Manager)
 - I. Approval of the Manuel Payne Field Interlocal Agreement between the Alpine Independent School District and City of Alpine (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, Personnel, and Organizational Development; Budget and Financial Administration; Capital Improvement Program and Infrastructure Projects; Streets and Transportation; Utilities Operations (Water, Wastewater, and Utility Systems); Smart Meter Implementation; Utility Billing Software Transition; Information Technology and Cybersecurity; Grants and Funding Opportunities; Requests for Proposals and Procurement Activities; Public Safety and Emergency Services Coordination; Economic Development and Tourism; Elections, Charter Amendments, and Governance Matters; Intergovernmental Relations and Regional Partnerships; Boards, Commissions, and Committees; Pending and Ongoing Projects.
14. **CITY COUNCIL MEMBER COMMENTS.** -
15. **EXECUTIVE SESSION.** - ***NOTICE:*** *The City Council reserves the right to reconvene, recess, realign, change the order of business, or adjourn into Executive Session at any time during the course of the meeting prior to adjournment, to discuss any item listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.087 (development).*

A. Consultation with Attorney § 551.072, Texas Government Code:

Discussion regarding potential impacts to City related to the litigation in Cause No. 25436, Stephen M. Seale vs. Texas Disposal Systems, Inc. (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.** -

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact the Office of the City Secretary at (432) 837-3301, option 1, three working days prior to the meeting for appropriate arrangements.

CERTIFICATION

I, Clarinda Espinoza, do hereby certify that this notice was posted at City Hall, in a convenient and readily accessible place to the general public, and on the City website at www.cityofalpine.com pursuant to Section 551.043, Texas Government Code. The said notice was posted by 2 P.M. on July 1, 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 1st day of July, 2026.

Clarinda Espinoza
Clarinda Espinoza
Interim City Secretary



CITY COUNCIL AGENDA ITEM REPORT

July 7, 2026

Agenda Item No. 1A

Department: Administration

Sponsor: Robert Ruckes, Councilor

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: None



AGENDA ITEM

Workshop meeting to review the adoption of the City of Alpine Master Fee Schedule for Resolution 2026-06-13. (R. Rückes)

EXECUTIVE SUMMARY

Purpose of the Workshop

The purpose of this workshop is to continue reviewing and refining the proposed updates to the 2025–2026 Master Fee Schedule for fees for municipal services, permits, facilities, and administrative functions. This is part of the City’s annual process to ensure that all fees and rates are aligned with operational needs, regulatory requirements, infrastructure costs, and long-term financial sustainability.

The Master Fee Schedule is organized into the following appendices:

- Appendix A: Utilities Fees
- Appendix B: Building Services Fees
- Appendix C: Animal Services Fees
- Appendix D: Administrative Fees
- Appendix E: Environmental Services Fees
- Appendix F: Parks and Recreation Fees
- Appendix G: Alpine Police Department Fees
- Appendix H: Airport Fees

SUPPORTING MATERIALS

1. Alpine Rates Base and Usage 2026 CU 5.21.2026
2. Alpine 5.11.2026 rates Final
3. Comparative Table Master Fee Schedule
4. Rate study 2025

BUDGET CONSIDERATIONS

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

APPROVERS

Alexandra Tackett, Deputy City Secretary

Current Financial Position

WATER EXPENSES: \$2,054,410

WATER REVENUE: \$1,961,000

CURRENT DEFICIT: \$93,410

CURRENT BASE RATE REVENUE: \$295,788

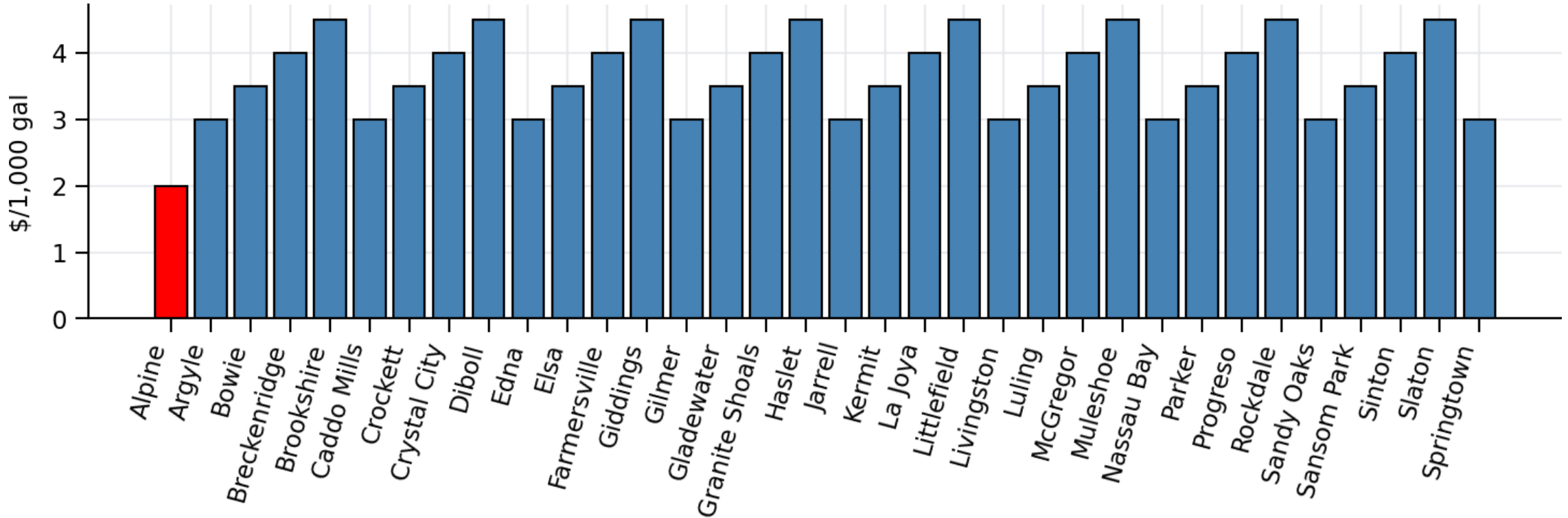
Current Base Rate Revenue: \$295,788

Proposed Base Fee Increase	Total Annual Revenue	Additional (New) Revenue
\$3 Increase	\$396,408	\$100,044
\$5 Increase	\$463,104	\$166,740
\$4 Increase	\$429,756	\$133,392
\$2 Increase	\$363,060	\$66,696

**Cities in Texas
with a population
of 5000K-7000K**

**Alpine is the red
bar- significantly
lower than
comparable cities.**

Alpine vs Peer City Water Rates



Options based on data:

Option A: +\$1
(balanced)

Option B: +\$1.5
(sustainable)

Even after
adjustments, rates
will be within a
normal range.

WATER RATES /Van Horn 2021

Residential: Inside Town Limits.

0—2,000 gallons	\$18.50 minimum
2,001—10,000 gallons	\$4.00/1,000 gallons
All over 10,000 gallons	\$4.25/1,000 gallons

Residential: Outside Town Limits.

0—2,000 gallons	\$29.75 minimum
2,001—10,000 gallons	\$5.25/1,000 gallons
All over 10,000 gallons	\$5.50/1,000 gallons

Commercial and Multi-Family Housing (2—4 units).

0—2,000 gallons	\$32.00 minimum
2,001—10,000 gallons	\$4.50/1,000 gallons
All over 10,000 gallons	\$5.00/1,000 gallons

City of Van Horn, Texas

City of Anthony, Texas



WATER RATES ARE CHANGING!

In 2024, the town council hired a firm to review our water and sewer rate structure for fairness and financial stability, to assess operational costs, and to compare with other utilities for municipal standards. Following their recommendations, we are adjusting our water prices to a tier rate structure. The sewer average will remain a fixed rate by average winter months: December, February and March. The average sewer is 5,000 gallons of water.

Despite the rising cost due to inflation, we've worked hard to limit the rate increases and continue to be committed to a strong and fair water and sewer system in Anthony. See the rates below to see examples of how your water and sewer bills will be impacted by this rate change.

Residential and Commercial bills will change to TIER RATES. All bills will be charged a minimum based on the meter size. A tiered rate is a pricing structure where the cost per unit of a service increases as usage goes up, with each "tier" representing a range of consumption

Current Residential Rates

WT BASE	\$9.53
WT PER 1,000 UNIT	\$3.98
SW BASE	\$12.24
SW 1,000 UNIT	\$4.92
GB	\$26.50 PLUS TAX

FISCAL YEAR 2026 New Residential Rates

WT BASE	\$8.99
WT (0 - 5, 000 gallons)	\$6.10
WT (5,0001 - 10,000 gallons)	\$7.02
WT (10,0001 - 30,000 gallons)	\$8.07
WT (30,0001 & up)	\$9.28
SW BASE	\$12.25
SW 1,000 UNIT	\$6.41
GB	\$26.50 PLUS TAX



Contact (915) 886 - 3944 Option 1 E- utilities@townofanthonytx.org

Note: Nelisa Heddin Consulting LLC conducted the study. The Cost

City of Marble Falls

RESIDENTIAL RATES

** 2025 utility rates effective January 15, 2025*

WATER MONTHLY RATES AND CHARGES		
<u>Monthly Minimum Charge for Meter Size</u>		
3/4"	30.66	M
1"	43.70	N
1-1/2"	78.28	
2"	135.29	M
3"	289.68	3
4"	512.88	1
<u>Volume Rate/1,000 Gallons</u>		
0-10,000	5.81	1
10,001-30,000	7.09	2
31,001+	8.68	3
WATER MONTHLY RATES AND CHARGES OUTSIDE CITY LIMITS		
<u>Monthly Minimum Charge for Meter Size</u>		
3/4"	41.39	4
1"	58.99	€
1-1/2"	105.67	1
2"	182.65	3
3"	391.07	
4"	692.39	
6"	1,225.49	
<u>Volume Rate/1,000 Gallons</u>		
0-10,000	7.84	
10,001-30,000	9.58	
31,001+	11.71	

WATER AND SURCHARGES						
Date Effective				Oct. 2024	Oct. 2025	Surcharge
Minimum Charge for All Meter Sizes						\$2.50
0	2,000	gallons	\$18.15	\$18.70	\$0.75	
Consumption Charge (per thousand gallons)						
2,001	3,000	gallons	\$2.87	\$2.96	\$0.75	
3,001	5,000	gallons	\$2.92	\$3.01	\$0.75	
5,001	8,000	gallons	\$2.94	\$3.03	\$0.75	
8,001	10,000	gallons	\$3.11	\$3.21	\$0.75	
10,001	15,000	gallons	\$3.38	\$3.49	\$0.75	
15,001	20,000	gallons	\$3.56	\$3.67	\$0.75	
20,001	50,000	gallons	\$3.81	\$3.93	\$0.75	
50,001	100,000	gallons	\$4.01	\$4.13	\$0.75	
100,001	Greater	gallons	\$4.33	\$4.46	\$0.75	
Commercial and Governmental ICL Date Effective				Oct. 2024	Oct. 2025	Surcharge
Minimum Charge for All Meter Sizes						\$7.50
0	2,000	gallons	\$25.92	\$28.76	\$0.75	
Consumption Charge (per thousand gallons)						
2,001	3,000	gallons	\$3.18	\$3.49	\$0.75	
3,001	15,000	gallons	\$3.22	\$3.53	\$0.75	
15,001	30,000	gallons	\$3.36	\$3.67	\$0.75	
30,001	50,000	gallons	\$3.39	\$3.70	\$0.75	
50,001	100,000	gallons	\$3.43	\$3.74	\$0.75	

Hotel/Motel/RV Parks ICL Date Effective				Oct. 2024	Oct. 2025	Surcharge
Minimum Charge for All Meter Sizes						\$7.50
0	2,000	gallons	\$27.92	\$30.82	\$0.75	
Consumption Charge (per thousand gallons)						
2,001	3,000	gallons	\$5.18	\$5.55	\$0.75	
3,001	15,000	gallons	\$5.22	\$5.59	\$0.75	
15,001	gallons	\$5.36	\$5.73	\$0.75		
30,001	50,000	gallons	\$5.39	\$5.76	\$0.75	
50,001	100,000	gallons	\$5.43	\$5.80	\$0.75	
100,001	Greater	gallons	\$5.46	\$5.83	\$0.75	
Prisons						
Date Effective				Oct. 2024	Oct. 2025	Surcharge
Minimum Charge for All Meter Sizes						\$7.50
0	2,000	gallons	\$27.92	\$28.76	\$0.75	
Consumption Charge (per thousand gallons)						
2,001	Greater	gallons	\$4.95	\$5.10	\$0.75	

Fort Stockton, Texas

Bowie, Texas

Same Pop

(1) Residential Water Rates—Monthly usage charge to be based on the monthly metered water usage:

<i>Inside City Limits</i>	
Base rate per month:	\$19.96
Usage charge:	\$7.23 per 1,000 gallons

(2) Outside City Limits

Base rate per month:	\$22.96
Usage charge:	\$8.44 per 1,000 gallons

(3) Commercial and Industrial Water Rates—Monthly usage charge to be based on the monthly metered water usage:

<i>Inside City Limits</i>	
Base rate per month:	\$22.79
Usage charge:	\$7.23 per 1,000 gallons

(4) Outside City Limits

Base rate per month:	\$25.51
Usage charge:	\$8.44 per 1,000 gallons

Amon Carter WSD:

Service charge per month:	\$55.46
Usage charge:	\$4.95 per 1,000 gallons

(5) Bulk water sales:

\$13.30 per 1,000 gallons

Sales of bulk water at the rate set out herein, or as that rate may be changed by future city council action, shall continue until such time as the level of Lake Amon G. Carter falls below nine hundred thirteen (913) feet. At such time said bulk water sales shall cease until the lake level has risen above nine hundred thirteen (913) feet.

- **Cities with the same meter count:
2000K-3000K/customers**

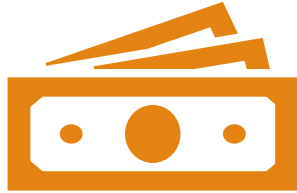
[Water & Wastewater Survey | Texas Municipal League, TX](#)

City	Residential (5K gal)	Commercial (50K gal)	Avg Usage
Gilmer	\$29.61	\$241.00	4,099
Whitehouse	\$42.97	\$416.90	17,603
Decatur	\$47.14	\$428.11	5,400
Manvel	\$47.52	\$231.82	7,000
Canton	\$48.88	\$322.88	7,500
Fritch	\$51.04	\$243.17	4,000
Littlefield	\$56.25	\$252.50	5,750
Hackberry	\$58.64	\$441.46	7,833
Bruceville-Eddy	\$61.00	\$590.00	10,000
Willow Park	\$61.96	\$561.72	8,387
Hitchcock	\$64.91	\$885.52	4,000
Mexia	\$67.95	\$517.00	3,200
Jersey Village	\$71.03	\$770.00	5,000
Fair Oaks Ranch	\$71.74	\$236.59	11,080

Public justification:

“This is not about raising rates above others—it is about bringing Alpine into alignment and ensuring long-term sustainability of the water system.”

Justification



Why Is This Needed?

Alpine's water rates are currently lower than those of most comparable Texas cities

**Current rates do not fully cover the cost of:
Maintaining aging pipes and infrastructure,
Operating wells and storage systems**



Without adjustments, the City risks experiencing:

Delayed repairs

Service disruptions

Larger rate increases in the future



How Will This Help?

Support long-term improvements to the system

Decrease dependence on a few high-volume users

Ensure safe and reliable drinking water

Provide funding for repairs and help avoid costly emergencies

Even after this adjustment, Alpine will still fall within the normal range of other Texas cities.

Costs will be more evenly distributed among all users.

The aim is to make small, manageable changes now to prevent larger increases in the future.

Where Does Your Money Go?

Water rates support essential services such as water production and treatment, maintenance of pipes, wells, and pumps, billing and customer service, as well as infrastructure upgrades and repairs.



City of Alpine

Our Commitment

Ensuring transparency

Engaging in responsible financial planning

Protecting a vital community resource

City of Alpine
2025 WATER RATE STUDY
Water System Financial Sustainability & Rate
Review

May 2026

The 2025 Water Rate Study Update was funded through USDA Rural Development to assist the City of Alpine in evaluating the financial health and long-term sustainability of its water utility system.

Prepared By

COMMUNITIES
Unlimited

Community Infrastructure Division:

Rebecca Manriquez Fuentes

Community Infrastructure Management Specialist

Rebecca.manriquez@communitiesu.org
479-966-5659

Background:

The City of Alpine is facing major challenges with its water supply infrastructure, particularly regarding well capacity and system reliability. An evaluation of current conditions highlights the urgent need to replace a failing well pump and related transmission line, which is estimated to cost around \$1 million. These parts are critical for maintaining proper system pressure, fulfilling daily water demands, and protecting public health and safety.

Purpose: Deciding on a rate adjustment that will allocate current and future funds for prioritized capital, with a focus on urgent water system needs and enhancing the City's financial resilience.

Proposed Use of Rate Adjustments:

Rate Adjustments will go towards Critical Water Infrastructure Improvements. Funds would be directed to water line replacements, treatment system upgrades, facility maintenance, and the replacement of the aging well pump and transmission line. These investments are necessary to stabilize the water system, reduce service disruptions, and ensure the long-term sustainability of Alpine's water delivery to its residents.

Emergency Reserve Replenishment:

Additional revenues may also be used to rebuild the City's emergency reserves. Strengthening these reserves will enable the City to respond promptly to unplanned infrastructure failures, drought conditions, and other emergencies without delaying essential repairs or services.

Overview

This rate study examines the City of Alpine's current base rate fee structure and assesses how proposed increases might affect revenue. It is based on six months of billing data within the city, covering all accounts, rates, and meter sizes. The goal is to identify how changing base rates could address the existing revenue shortfall, support infrastructure projects outlined in the Capital Improvement Plan (CIP), and restore emergency reserve funds.

Current Financial Position

- Water Expenses: \$2,054,410
- Water Revenue: \$1,961,000
- **Current Deficit: \$93,410**
- **Current Base Rate Revenue: \$295,788**

The system is currently operating at a deficit, which limits the City's ability to invest in long-term projects, address system maintenance needs, and maintain sufficient reserves for emergencies.

Base Rate Fee Scenarios and Revenue Impact

The following projections show the annual impact of increasing the base rate fee for all customer classes.

Proposed Base Fee Increase	Total Annual Revenue	Additional (New) Revenue
\$3 Increase	\$396,408	\$100,044
\$5 Increase	\$463,104	\$166,740
\$4 Increase	\$429,756	\$133,392
\$2 Increase	\$363,060	\$66,696

Base Rate Increase

The rate models below are based on a meter-size-based base rate fee, where all customers pay a fixed monthly minimum charge based on meter size, regardless of water usage. The purpose of this type of rate is to recover the utility's fixed costs, such as operations, maintenance, billing, administration, and infrastructure readiness.

Single Option 1: \$3

Base Rate Fee: Revenue					\$3 Increase
Accounts	Customer Count	Minimum Rate	Annual Revenue	Annual Revenue	
Residential 2415					
3/4 inch	2267	\$ 8	\$ 217,632	\$ 299,244	
1 inch	120	\$ 11	\$ 15,840	\$ 20,160	
1 1/2 inch	4	\$ 16	\$ 768	\$ 912	
2 inch	20	\$ 20	\$ 4,800	\$ 5,520	
			\$ 239,040	\$ 325,836	
Commercial 295					
3/4 inch	225	\$ 9	\$ 24,300	\$ 32,400	
1 inch	48	\$ 12	\$ 6,912	\$ 8,640	
1 1/2 inch	1	\$ 17	\$ 204	\$ 240	
2 inch	78	\$ 19	\$ 17,784	\$ 20,592	
3 inch	7	\$ 34	\$ 2,856	\$ 3,108	
4 inch	7	\$ 43	\$ 3,612	\$ 3,864	
6 inch	1	\$ 69	\$ 828	\$ 864	
8 inch	1	\$ 69	\$ 828	\$ 864	
	2710		\$ 57,324	\$ 70,572	
Total Revenues			\$ 296,364	\$ 396,408	
			New Revenue	\$ 100,044	

Total Active Accounts: 2,710

Residential: 2,415 (approximately 89%) vs. Commercial: 295 (approximately 11%)

Rate Design Structure: • Fixed base (minimum) charge based on meter size

- ✓ Tiered usage rates increasing by customer class
- ✓ Proposed modifications will impact both fixed revenue adequacy and volumetric recovery.

Base Rate Increase Analysis (\$3.00)

Revenue Impact/Total New Annual Base Revenue on Base Rate only: \$396,408

Residential: \$325,836 (82%)

Commercial: \$70,572(18%)

Increase over current rates: +\$99,684 per year

The increase in the base rate yields:

- ✓ Stable, drought-resistant revenue
- ✓ Predictable cost recovery for fixed operation and maintenance (labor, billing, debt, administration)

Meter-size differentiation appropriately allocates costs:

- ✓ ¾-inch meters produce most of the revenue in small systems
- ✓ Larger meters reflect a greater system capacity burden
- ✓ This base increase will: enhance revenue stability, comply with cost-of-service principles, and reduce dependence on usage fluctuations.

Potential Concerns:

- Higher fixed charges might reduce incentives for conservation.
- lower-income households could face greater affordability challenges'

Single Option 2: \$5

Base Rate Fee: Revenue					\$3 Increase	\$5 Increase	Base Fee
Accounts	Customer Count	Minimum Rate	Annual Revenue	Annual Revenue	Annual Revenue	Annual Revenue	
Residential 2415							
3/4 inch	2267	\$ 8	\$ 217,632	\$ 299,244	\$ 353,652		
1 inch	120	\$ 11	\$ 15,840	\$ 20,160	\$ 23,040		
1 1/2 inch	4	\$ 16	\$ 768	\$ 912	\$ 1,008		
2 inch	20	\$ 20	\$ 4,800	\$ 5,520	\$ 6,000		
			\$ 239,040	\$ 325,836	\$ 383,700		
Commercial 295							
3/4 inch	225	\$ 9	\$ 24,300	\$ 32,400	\$ 37,800		
1 inch	48	\$ 12	\$ 6,912	\$ 8,640	\$ 9,792		
1 1/2 inch	1	\$ 17	\$ 204	\$ 240	\$ 264		
2 inch	78	\$ 19	\$ 17,784	\$ 20,592	\$ 22,464		
3 inch	7	\$ 34	\$ 2,856	\$ 3,108	\$ 3,276		
4 inch	7	\$ 43	\$ 3,612	\$ 3,864	\$ 4,032		
6 inch	1	\$ 69	\$ 828	\$ 864	\$ 888		
8 inch	1	\$ 69	\$ 828	\$ 864	\$ 888		
	2710		\$ 57,324	\$ 70,572	\$ 79,404		
Total Revenues			\$ 296,364	\$ 396,408	\$ 463,104		
			New Revenue	\$ 100,044	\$ 166,740		

Total Active Accounts: 2,710

Residential: 2,415 (approximately 89%) vs. Commercial: 295 (approximately 11%)

Larger meters pay higher base fees – because-

- ✓ Greater capacity of demands on the system
- ✓ Requires infrastructure sized to meet the peak demands

Again, the smaller residential meters account for most of the customers and therefore generate the majority of base revenue.

Current Base Revenue:

Total: 296,364 annually; residential: \$239,040; commercial: \$57,324

Base Rate increase (\$5.00)

New Total Base Revenue: \$463,104

Residential: \$383,700

Commercial: \$79,404

Increase over current: +\$166,740 per year

- ✓ Stable and predictable revenue
- ✓ Improves operating and debt coverage ratios
- ✓ Commonly supported by lenders and grants agencies: USDA/TWDB

Increase bills for all customers regardless of usage.

The rate is progressive by meter size:

- Customers with larger meters pay higher base charges
- Most residential customers are on ¾-inch meters, keeping impacts relatively uniform

- Commercial customers pay higher fixed charges reflecting higher system capacity needs

Base Rate Fee: Revenue				Base Fee Increase			
				\$3 Increase	\$5 Increase	\$4 Increase	\$2 Increase
Accounts	Customer Count	Minimum Rate	Annual Revenue	Annual Revenue	Annual Revenue	Annual Revenue	Annual Revenue
Residential	2415						
3/4 inch	2267	\$ 8	\$ 217,632	\$ 299,244	\$ 353,652	\$ 326,448	\$ 272,040
1 inch	120	\$ 11	\$ 15,840	\$ 20,160	\$ 23,040	\$ 21,600	\$ 18,720
1 1/2 inch	4	\$ 16	\$ 768	\$ 912	\$ 1,008	\$ 960	\$ 864
2 inch	20	\$ 20	\$ 4,800	\$ 5,520	\$ 6,000	\$ 5,760	\$ 5,280
			\$ 239,040	\$ 325,836	\$ 383,700	\$ 354,768	\$ 296,904
Commercial	295						
3/4 inch	225	\$ 9	\$ 24,300	\$ 32,400	\$ 37,800	\$ 35,100	\$ 29,700
1 inch	48	\$ 12	\$ 6,912	\$ 8,640	\$ 9,792	\$ 9,216	\$ 8,064
1 1/2 inch	1	\$ 17	\$ 204	\$ 240	\$ 264	\$ 252	\$ 228
2 inch	78	\$ 19	\$ 17,784	\$ 20,592	\$ 22,464	\$ 21,528	\$ 19,656
3 inch	7	\$ 34	\$ 2,856	\$ 3,108	\$ 3,276	\$ 3,192	\$ 3,024
4 inch	7	\$ 43	\$ 3,612	\$ 3,864	\$ 4,032	\$ 3,948	\$ 3,780
6 inch	1	\$ 69	\$ 828	\$ 864	\$ 888	\$ 876	\$ 852
8 inch	1	\$ 69	\$ 828	\$ 864	\$ 888	\$ 876	\$ 852
	2710		\$ 57,324	\$ 70,572	\$ 79,404	\$ 74,988	\$ 66,156
Total Revenues			\$ 296,364	\$ 396,408	\$ 463,104	\$ 429,756	\$ 363,060
			New Revenue	\$ 100,044	\$ 166,740	\$ 133,392	\$ 66,696

\$2 Monthly Base Rate Increase

Annual New Revenue: \$66,696

Total Annual System Revenue: \$363,060

Advantages

- ✓ It has the lowest financial impact on both residential and commercial customers.
- ✓ It is the most straightforward to implement from a public acceptance standpoint.
- ✓ Additionally, it offers modest support for emergency reserve replenishment, routine maintenance, and minor repairs.

Limitations

- ✓ Insufficient funds to support significant capital upgrades.
- ✓ Would necessitate: Several consecutive increases, or Heavy dependence on grants, loans, or emergency funds.
- ✓ Results in slower progress in mitigating known system risks

The \$2 increase emphasizes short-term affordability but reduces the City's capacity to actively address infrastructure liabilities. While suitable as a temporary or phased measure, this approach does not fully match the scale or urgency of existing water system requirements.

\$4 Monthly Base Rate Increase

Annual New Revenue: \$133,392

Total Annual System Revenue: \$429,756

Advantages

- ✓ Generates meaningful, recurring revenue, Fund capital improvements on a predictable timeline

Strengthens the City's ability to:

- ✓ Address the failing well pump and transmission line
- ✓ Improve emergency preparedness and system resilience

- ✓ Reduces future dependence on borrowing or crisis-driven rate increases
- ✓ Demonstrates financial capacity when pursuing grants or state funding

The \$4 increase balances affordability with fiscal responsibility and aligns more closely with the City’s long-term infrastructure obligations. This option supports proactive asset management and reduces the risk of emergency failures and higher future costs.

Monthly Base Rate Increase	Annual New Revenue	Customer Affordability Impact	Capital Project Readiness	Emergency Preparedness	Long-Term Sustainability	General Assessment
\$2 Increase	\$66,696	Low	Low	Minimal	Challenging	Reduces short-term customer impact but offers limited ability to tackle major infrastructure needs; additional funding or future increases are likely needed.
\$3 Increase	\$100,044	Low-Moderate	Moderate	Moderate	Improving	A middle-ground option that starts building reserves and capital capacity but is not enough on its own for large, urgent system replacements.
\$4 Increase	\$133,392	Moderate	High	Substantial	Improved	Balances affordability with fiscal responsibility, effectively supporting capital planning, emergency preparedness, and long-term system stability.
\$5 Increase	\$166,740	Moderate-High	Very High	Strong	Strong	Creates the most robust financial position but could lead to affordability issues without a phased rollout or specific customer support.

Rate Increase by Water Usage

Usage Rate Fee: Revenue

Customer Class	Rate Fee (\$)	Avg. Accounts	Avg. Usage in 1000/Gal	Annual Revenue	Usage Rate Increase	
					Rate Increase \$1.00	Rate Increase \$1.50
Commercial						
Under 2000	\$ 8.57	30	1.00	\$ 3,085	\$ 3,445	\$ 3,625
2001 - 4000	\$ 3.30	7	4	\$ 1,109	\$ 1,445	\$ 1,613
4001 - 10000	\$ 3.35	16	7	\$ 4,502	\$ 5,846	\$ 6,518
10,001-15,000	\$ 3.40	5	13	\$ 2,652	\$ 3,432	\$ 3,822
15,001 - 20,000	\$ 3.40	4	18	\$ 2,938	\$ 3,802	\$ 4,234
20,001 - 25,000	\$ 3.40	5	24	\$ 4,896	\$ 6,336	\$ 7,056
25,001 - 50,000	\$ 3.50	16	36	\$ 24,192	\$ 31,104	\$ 34,560
50,001 - 75,000	\$ 3.50	10	64	\$ 26,880	\$ 34,560	\$ 38,400
75,001 - 100,000	\$ 3.50	6	79	\$ 19,908	\$ 25,596	\$ 28,440
> 100,000	\$ 3.60	23	440	\$ 437,184	\$ 558,624	\$ 619,344
				\$ 527,346	\$ 674,190	\$ 747,612
Residential						
Under 2000	\$ 8.57	1014	1	\$ 104,280	\$ 116,448	\$ 122,532
2001 - 4000	\$ 3.30	512	4	\$ 81,101	\$ 105,677	\$ 117,965
4001 - 10000	\$ 3.35	592	7	\$ 166,589	\$ 216,317	\$ 241,181
10,001-15,000	\$ 3.40	157	13	\$ 83,273	\$ 107,765	\$ 120,011
15,001 - 20,000	\$ 3.40	78	17	\$ 54,101	\$ 70,013	\$ 77,969
20,001 - 25,000	\$ 3.40	46	23	\$ 43,166	\$ 55,862	\$ 62,210
25,001 - 50,000	\$ 3.50	75	35	\$ 110,250	\$ 141,750	\$ 157,500
50,001 - 75,000	\$ 3.50	14	61	\$ 35,868	\$ 46,116	\$ 51,240
75,001 - 100,000	\$ 3.50	5	78	\$ 16,380	\$ 21,060	\$ 23,400
> 100,000	\$ 3.60	8	282	\$ 97,459	\$ 124,531	\$ 138,067
				\$ 792,467	\$ 1,005,539	\$ 1,112,075
				Total Revenue	\$ 1,319,813	\$ 1,859,687
				New Revenue	Added	\$ 359,916
						\$ 539,874

Residential Impacts

- Most residential customers use less than 10,000 gallons per month.
- The increase in base charges will affect all customers.
- The rise in usage is modest for households with low usage.

Commercial Impacts

The rate structure is designed to distribute costs to:

- High-demand commercial users.
- Accounts that require higher system capacity.

These increases will help to:

- Improve debt service coverage.
- Replenish and allocate funds to the contingency account.
- Enhance the competitiveness of grants and loans (USDA, TWDB, etc.).

Usage Rate Increase – \$1.00 Scenario

Usage Rate Increase: \$1.00

Customer Class	New Rate Fee	Avg. Accounts	Avg. Usage in 1000/Gal	Annual Revenue
Commercial				
Under 2000	\$ 9.57	30	1.00	\$ 3,445
2001 - 4000	\$ 4.30	7	4	\$ 1,445
4001 - 10000	\$ 4.35	16	7	\$ 5,846
10,001-15,000	\$ 4.40	5	13	\$ 3,432
15,001 - 20,000	\$ 4.40	4	18	\$ 3,802
20,001 - 25,000	\$ 4.40	5	24	\$ 6,336
25,001 - 50,000	\$ 4.50	16	36	\$ 31,104
50,001 - 75,000	\$ 4.50	10	64	\$ 34,560
75,001 - 100,000	\$ 4.50	6	79	\$ 25,596
> 100,000	\$ 4.60	23	440	\$ 558,624
				\$ 674,190
Residential				
Under 2000	\$ 9.57	1007	1	\$ 115,644
2001 - 4000	\$ 4.30	548	4	\$ 113,107
4001 - 10000	\$ 4.35	650	7	\$ 237,510
10,001-15,000	\$ 4.40	157	13	\$ 107,765
15,001 - 20,000	\$ 4.40	78	17	\$ 70,013
20,001 - 25,000	\$ 4.40	46	23	\$ 55,862
25,001 - 50,000	\$ 4.50	75	35	\$ 141,750
50,001 - 75,000	\$ 4.50	14	61	\$ 46,116
75,001 - 100,000	\$ 4.50	5	78	\$ 21,060
> 100,000	\$ 4.60	8	282	\$ 124,531
		2710		\$ 1,033,358
				\$ 1,707,548

Annual Usage Revenue Impact

Total Usage Revenue: \$1,707,548

- Commercial: \$674,190 (40%)
- Residential: \$1,033,358 (60%)

Consumption Characteristics

High-volume users drive revenue:

- Commercial >100,000 gal/month: **\$558,624 (83% of commercial usage revenue)**
- Residential >25,000 gal/month: Significant but more distributed

Overview of this structure:

- ✓ Maintains affordability for low-volume users
- ✓ Strong conservation signal for high users

Usage Rate Increase – \$1.50 Scenario

Usage Rate Increase: \$1.50

Customer Class	New Rate Fee	Avg. Accounts	Avg. Usage in 1000/Gal	Annual Revenue
Commercial				
Under 2000	\$ 10.07	30	1.00	\$ 3,625
2001 - 4000	\$ 4.80	7	4	\$ 1,613
4001 - 10000	\$ 4.85	16	7	\$ 6,518
10,001-15,000	\$ 4.90	5	13	\$ 3,822
15,001 - 20,000	\$ 4.90	4	18	\$ 4,234
20,001 - 25,000	\$ 4.90	5	24	\$ 7,056
25,001 - 50,000	\$ 5.00	16	36	\$ 34,560
50,001 - 75,000	\$ 5.00	10	64	\$ 38,400
75,001 - 100,000	\$ 5.00	6	79	\$ 28,440
> 100,000	\$ 5.10	23	440	\$ 619,344
				\$ 747,612
Residential				
Under 2000	\$ 10.07	1007	1	\$ 121,686
2001 - 4000	\$ 4.80	548	4	\$ 126,259
4001 - 10000	\$ 4.85	650	7	\$ 264,810
10,001-15,000	\$ 4.90	157	13	\$ 120,011
15,001 - 20,000	\$ 4.90	78	17	\$ 77,969
20,001 - 25,000	\$ 4.90	46	23	\$ 62,210
25,001 - 50,000	\$ 5.00	75	35	\$ 157,500
50,001 - 75,000	\$ 5.00	14	61	\$ 51,240
75,001 - 100,000	\$ 5.00	5	78	\$ 23,400
> 100,000	\$ 5.10	8	282	\$ 138,067
		2710		\$ 1,143,152
				\$ 1,890,764

Annual Usage Revenue Impact

Total Usage Revenue: \$1,890,764

- Commercial: \$747,612
- Residential: \$1,143,152

Incremental Gain Over \$1.00 Increase

Additional Revenue: +\$183,216

Generated from:

- Very high commercial users
- Large residential irrigators

Benefits of this structure:

Strong revenue generation
Improves capital and reserve funding capacity

- ✓ Increased bill variability
- ✓ Higher risk of customer pushback
- ✓ Possible demand reduction among the largest users (revenue erosion risk)

<i>Month</i>	Residential Average	Commercial Average
<i>Jan-25</i>	4053.00	56897.00
<i>Feb-25</i>	4657.00	21608.00
<i>Mar-25</i>	4657.00	14661.00
<i>Apr-25</i>	7487.00	20236.00
<i>May-25</i>	9231.00	16371.00
<i>Jun-25</i>	3667.00	118876.00
<i>Jul-25</i>	7519.00	18321.00
<i>Aug-25</i>	7082.00	26401.00
<i>Sep-25</i>	5272.00	19294.00
<i>Oct-25</i>	6064.00	18073.00
<i>Nov-25</i>	3875.00	191000.00
<i>Average</i>	5778.55	47430.73

Note: Water consumption fluctuates monthly – cannot depend solely on water usage increases for steady revenue.

<i>Customer Class</i>	<i>Number of Accounts / Facilities</i>	<i>Average Water Usage (Gallons)</i>	<i>System Impact Overview</i>
<i>Residential</i>	2,490	6,587	Largest customer base within the system and primary contributor to consistent daily demand.
<i>Commercial</i>	295	18,207	Supports local businesses and economic activity with moderate-to-high consumption levels.
<i>Apartments / Multi-Family</i>	18	78,230	High-density residential developments with significantly higher usage concentrations.
<i>Hotels / Lodging</i>	17	88,616	Tourism and hospitality-related demand with elevated seasonal and operational usage patterns.
<i>Institutional Facilities</i>	30	238,446	Highest average water consumption category, including schools, government, and public service facilities.

Combo Increase A: (Consider the current revenue for base rate only: \$296,364.

Consider adopting the \$3.00 base rate increase with the \$1.00 usage increase as an option that may meet the needs of the City of Alpine's infrastructure projects.

Rationale: Balances revenue adequacy and affordability, and maintains strong conservation incentives

Alpine Rate Study Option #1		New Revenue
Base Rate Increase by \$3		\$ 396,408
Usage Rate Increase by \$1.00		\$ 1,033,358
Total Revenue		\$ 2,104,196
Alpine Rate Study Option #1 A		New Revenue
Base Rate Increase by \$3		\$ 396,408
Usage Rate Increase by \$1.50		\$ 1,890,764
Total Revenue		\$ 2,287,172

This rate adjustment aims to enhance long-term financial stability while maintaining affordability and fairness. The proposed \$3.00 base rate increase, along with a \$1.00 rise in usage charges, helps align revenue with the actual cost of service, supports sustainable infrastructure, and reduces negative effects on customers.

Combo Increase B: (Consider the current revenue for base rate only: \$296,364)

Alpine Rate Study Option #2		New Revenue
Base Rate Increase by \$5.00		\$ 463,104
Usage Rate Increase by \$1.00		\$ 1,033,358
		\$ 1,496,462
Total Revenue		
Alpine Rate Study Option #2.1		New Revenue
Base Rate Increase by \$5.00		\$ 463,104
Usage Rate Increase by \$1.50		\$ 1,890,764
Total Revenue		\$ 2,353,868

Consider adopting the \$5.00 base rate increase with the \$1.00 usage increase as an option that may meet the needs of the City of Alpine's infrastructure projects with a better outlook for capital improvement projects.

Rationale: Balances revenue and continues to support strong conservation incentives

Comparison of Combination Rate Increase Options

City of Alpine, Texas – Water System

Category	Combo Increase A	Combo Increase B
Base Rate Increase	\$3.00	\$5.00
Usage Rate Increase	\$1.00	\$1.00
Current Base Rate Revenue	\$296,364	\$296,364
Additional Base Rate Revenue	\$396,408	\$463,104
Additional Usage Revenue	\$1,033,358	\$1,033,358
Total Projected Revenue	\$1,104,196	\$1,496,462
Revenue Adequacy	Moderate-High	High
Support for Capital Improvement Projects	Supports infrastructure needs; slower accumulation for large projects	Stronger and faster funding capacity for major capital projects
Ability to Address \$1M Well Project	May require phased funding or supplemental sources	Improved outlook for direct contribution and reduced financing gap
Customer Affordability Impact	Moderate; lower fixed-charge increase	Moderate-High due to higher base rate
Rate Stability	Balanced mix of base and usage revenue	Greater stability due to higher base revenue
Equity Considerations	Lower fixed cost benefits low-usage customers	Higher fixed costs impact all customers regardless of use
Long-Term Financial Sustainability	Improves sustainability while managing affordability	Strong sustainability and capital readiness
Overall, Policy Tradeoff	Balances affordability, conservation, and infrastructure funding	Prioritizes capital readiness and system resilience over short-term affordability

Combo Increase A (\$3 Base / \$1 Usage)

This option focuses on affordability and fairness while enhancing the City's financial health. It adjusts rates to better reflect the cost of service, preserves strong water-conservation incentives, and minimizes customer impact, though it might require additional time or funding to meet large-scale capital requirements.

Combo Increase B (\$5 Base / \$1 Usage)

This option offers a more immediate and robust revenue source for infrastructure projects and emergency readiness. It enhances long-term system stability and decreases dependence on future rate changes, debt, or emergency funding.

Conclusion

The City of Alpine is trying to **proactively invest in long-term solutions**. Most notably, the imminent need to replace a **failing well pump and transmission line—estimated at approximately \$1 million—poses a direct risk to water supply reliability, public health, and emergency response capacity** if not addressed promptly.

This rate study shows that an **active balanced rate adjustment is essential to protect Alpine's water system**, ensure regulatory and operational compliance, and deliver dependable service to residents and businesses. Carefully balancing base and usage charges helps **stabilize revenues**, encourage conservation, keep rates affordable, and **improve the city's chances of securing grants and low-interest loans from organizations such as the USDA and the Texas Water Development Board**. Promptly implementing a suitable rate structure will help Alpine **shift from reactive management to strategic, sustainable stewardship** of its water resources, ensuring their protection for both current and future generations.

Comparison of other small systems with the same population:

Community	Population (Approx.)	Median Household Income	Typical Monthly Base Rate Pattern*	Relative Position vs. Alpine	Notes
Alpine	~6,000	~\$54,500	\$8–\$20 (meter-size based)	Baseline	Low base rates historically, heavy reliance on volumetric revenue
Marfa	~1,800	~\$49,000	~\$25–\$40	Higher	Small customer base, requires higher fixed charges per user
Presidio	~4,200	~\$36,000	~\$30–\$50	Higher	High fixed costs, strong grant dependence, and affordability constraints
Fabens WCID	~6,500	~\$52,000	~\$35–\$55	Higher	Border district systems rely heavily on base charges for financial stability
Van Horn	~2,100	~\$47,000	~\$40–\$60	Higher	Extremely limited economies of scale; Fixed costs dominate
Fort Hancock WCID	~1,600	~\$41,000	~\$35–\$55	Higher	Aging infrastructure, declining customer base
Anthony (TX)	~5,200	~\$55,000	~\$30–\$45	Slightly higher	Mixed residential/commercial demand; metro spillover effects

Census Reporter; Data USA. [\[censusreporter.org\]](https://censusreporter.org), [\[datausa.io\]](https://datausa.io)

Summary Findings: When benchmarked against peer systems and compared to similar Texas border and border-region systems with comparable populations, the Median Household Income varies.

- ❖ Alpine's current base rates are **below the averages** of its peer systems, especially when compared to similar small border or remote systems that face equivalent or greater infrastructure challenges and risks.
- ❖ Comparable peer systems typically depend more on **fixed (base) charges to ensure financial stability** and consistent funding for operations, maintenance, and infrastructure readiness.
- ❖ Small communities, like Alpine, with limited populations, slow growth, or remote locations, generally rely more on base rates to recover **fixed costs that do not decrease with lower water usage**.
- ❖ Currently, Alpine recovers a smaller portion of its fixed costs through base rates than most similar systems.
- ❖ Many Texas border communities, particularly Water Control and Improvement Districts (WCIDs), often have **higher base rates combined with conservation-focused usage charges**. This structure has become the **standard for maintaining system reliability and promoting efficient water use**.
- ❖ **Median household income alone does not determine base rate levels**. Several peer communities with lower median incomes than Alpine already have higher base rates, indicating that system costs and infrastructure requirements, rather than income, primarily influence rate design.
- ❖ The proposed base rate increase aims to be **protective and corrective, not excessive**.
- ❖ Bringing Alpine's base rates closer to peer systems enhances:
 - **Financial resilience**
 - **Eligibility for grants and loans (including USDA and TWDB programs)**
 - **Long-term affordability by reducing the chance of emergency or crisis-driven rate increases in the future**

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

**CITY OF ALPINE
MASTER FEE SCHEDULE COMPARATIVE TABLE**

APPENDIX A: UTILITIES FEES

FRANCHISE APPLICATION	PREVIOUS FEE	FEE
Franchise Application Fee	NO CHANGE	\$250
SECURITY DEPOSIT	PREVIOUS FEE	FEE
Residential water, sewer, and sanitation	\$200	\$250.00
Small Commercial water, sewer, and sanitation	\$250	\$300.00
Laundromats, recreational vehicle parks, washaterias, and any small business franchise	NO CHANGE	\$500.00
Housing units, industrial and/or agricultural users, motels, and concrete plants	NO CHANGE	\$1,500.00
WATER AND SEWER EXTENSIONS	PREVIOUS FEE	FEE
1” or less Water extension of front footage, per linear foot	NO CHANGE	\$30.00
Greater than 1” water extension of front footage, per linear foot	NO CHANGE	At Cost
Water extension of front footage, per linear foot outside CCR	NO CHANGE	At Cost

4" Sewer extension of front footage, per linear foot	NO CHANGE	\$35.00
Greater than 4" sewer extension of front footage, per linear foot	NO CHANGE	At Cost
Sewer extension of front footage outside CCR	NO CHANGE	At Cost
WATER TAPS AND METER SETTINGS	PREVIOUS FEE	FEE
¾ inch tap	NO CHANGE	\$1,500.00
1 inch tap	NO CHANGE	\$1,800.00
2 inch tap	NO CHANGE	AT COST + \$60/hour of labor and \$100/hour for Equipment – MINIMUM of two hours
Greater than 2 inch tap	NO CHANGE	AT COST + \$60/hour of labor and \$100/hour for Equipment – MINIMUM of two (2) hours
Water tap Impact fee	NO CHANGE	\$500.00 / Each street cut required
Residential 4 inch sewer tap	NO CHANGE	\$1,620.00
All other sewer taps	NO CHANGE	AT COST + \$60/hour of labor and \$100/hour for Equipment – MINIMUM of two (2) hours
Sewer tap Impact fee	NO CHANGE	\$500.00 / Each street cut required

METER AND CUTOFF	PREVIOUS FEE	FEE
5/8 - inch meter	NO CHANGE	\$150.00
3/4 - inch meter	NO CHANGE	\$150.00
MINIMUM CHARGES FOR METERED ACCOUNTS – RESIDENTIAL RATES	PREVIOUS FEE	FEE
¾-inch	\$8.00	\$12.00
1-inch	\$11.00	\$15.00
1½-inch	\$16.00	\$20.00
2-inch	\$20.00	\$24.00
MINIMUM CHARGES FOR METERED ACCOUNTS – COMMERCIAL AND SUL ROSS STATE UNIVERSITY RATES	PREVIOUS FEE	FEE
¾-inch	\$9.00	\$13.00
1-inch	\$12.00	\$16.00
1½-inch	\$17.00	\$21.00
2-inch	\$21.00	\$25.00
3-inch	\$34.00	\$38.00
4-inch	\$43.00	\$47.00

6-inch	\$58.00	\$62.00
8-inch	\$69.00	\$73.00
RESIDENTIAL AND COMMERCIAL WATER RATES PER METER	PREVIOUS FEE	FEE
Minimum for the first 2,000 gallons	\$8.57	\$9.57
For every 1,000 gallons over 2,000 gallons	\$3.30	\$4.30
For every 1,000 gallons over 5,000 gallons	\$3.35	\$4.35
For every 1,000 gallons over 12,000 gallons	\$3.40	\$4.40
For every 1,000 gallons over 25,000 gallons	\$3.50	\$4.50
For every 1,000 gallons over 100,000 gallons	\$3.60	\$4.60
<i>Rates Outside the City Limits</i>		<i>Water Rates outside the City Limits shall be one and one-half times the minimum in-city amended rates</i>
BULK WATER RATES	PREVIOUS FEE	FEE
For first 1,000 gallons	NO CHANGE	\$50.00
For the next 1,000 gallons and thereafter/per 1,000	NO CHANGE	\$45.00

Effluent bulk water	NO CHANGE	Determined by Agreement and/or by City Council Resolution
DELINQUENCY	PREVIOUS FEE	FEE
Disconnect Fee	NO CHANGE	\$35.00
Reconnect Fee	NO CHANGE	\$35.00
Meter re-read after 1st re-read within 1 year of service	NO CHANGE	\$25.00
Vacation fee on	NO CHANGE	\$25.00
Vacation fee off	NO CHANGE	\$25.00
Meter testing fee	NO CHANGE	At Cost
Faulted Meters	NO CHANGE	Expense of the City
Non-Faulted meters	NO CHANGE	Expense of the customer AT COST plus \$60/hour of labor and \$100/hour for Equipment – MINIMUM of one (1) hour
TAMPERING CHARGE	PREVIOUS FEE	FEE
Tampering Fee	NO CHANGE	\$150 + Damages, any additional cost to fix, water usage, and possible criminal charges
SEWER RATES	PREVIOUS FEE	FEE
Residential flat rate	NO CHANGE	\$17.50
<i>Commercial</i>		

Minimum rates for the first 4,000 gallons on the average water consumption of the previous 12 months	NO CHANGE	\$14.55
Minimum rates for every 1,000 gallons over 4,000	NO CHANGE	\$2.78
Camera Fee	NO CHANGE	\$75.00
LIQUID SEWAGE WASTES FEES	PREVIOUS FEE	FEE
0 to 300 gallons	NO CHANGE	\$75.00
Spillage cleanup fee	NO CHANGE	\$150.00
GAS RATES		
Gas rates are set by City Council via contract with Natural Gas Vendor		
To determine the Spot Rate: Cost of gas 5% allowance for losses, Contracted Rate x 1.05 = Amount		
Plus, Cost of Service, City of Alpine	\$11.00	\$12.00
EXCESS FLOW VALVE (EFV) IN GAS DISTRIBUTION SYSTEMS: EFFECTIVE JUNE 20, 2017	PREVIOUS FEE	FEE
Poly Services	NO CHANGE	\$250.00
Steel Services	NO CHANGE	\$750.00
SECURITY DEPOSIT	PREVIOUS FEE	FEE
Residential Deposits	\$200.00	\$250.00

Small commercial to include but not be limited to grocery stores, shops, storages, automatic laundry, automobile parking lots, bakery, bank, barber and beauty shops, billiard or pool hall, cafeteria, clinic, cleaning and pressing shops, drug store, filling station, florists shop, ice retail distributing, mortuaries, picture theater, office, radio repair and sales, real estate office, restaurants, taverns, radio studio, shoe repair, stores and shops for the sale of products at retail, stores and shops for custom work or the making of articles to be sold at retail on the premises, and studios (art, music, photo, etc.)	\$250	\$300
Laundromats, recreational vehicle parks, washaterias and any small business franchise	NO CHANGE	\$500.00
Housing units, industrial and/or agricultural users, motels and concrete plants	NO CHANGE	\$1,500.00
PENALTIES, DISCONNECT, RECONNECT, AND OTHER MISCELLANEOUS SERVICE FEES	PREVIOUS FEE	FEE
Meter re-read after first re-read within one year of service	NO CHANGE	\$25.00

Vacation fee on	NO CHANGE	\$25.00
Vacation off	NO CHANGE	\$25.00
Customers with 500 MCF'S and over shall receive a \$3.00 per MMBTU discount.	NO CHANGE	NO CHANGE
Disconnect Fee	NO CHANGE	\$35.00
Reconnect Fee	NO CHANGE	\$35.00
Late Fee	NO CHANGE	%5 of Gas Billed
Meter Guard Fee	NO CHANGE	\$200.00
TAMPERING CHARGE	PREVIOUS FEE	FEE
Tampering Fee	NO CHANGE	\$150 + Damages, any additional cost to fix, gas usage, and possible criminal charges.
GAS TAP FEES	PREVIOUS FEE	FEE
Retirement of gas tap	\$375.00	\$500.00
1" gas tap	NO CHANGE	\$1,000.00
Retirement of gas tap & relocate	\$1,375.00	\$1,500.00
Over 1" gas tap	NO CHANGE	At Cost
Main Extensions	NO CHANGE	\$10.00 per linear foot
Gas tap Impact fee...\$500.00 each cut required	NO CHANGE	\$500.00 each cut required

GARBAGE & SANITATION RATES		
<i>Garbage & Sanitation Rates are set by City Council via Contract with Waste-Hauler Contractor Company</i>		
Garbage Permit Deposit	\$200	\$200.00

APPENDIX B: BUILDING SERVICES FEES*

**Administrative Note:* The last resolution that the Council adopted to adopt the prior Building Services Fees is Resolution 2025-10-14. The changes in this fee schedule were minimal, so all additions are recorded here in underlined text, while ~~omissions appear in strikethrough red text~~.

DISCOUNTED RATES	FEE
501(c)(3) Organizations	Building Permit Fees Waived, excluding a \$50.00 Application Fee. Will need verification of 501(c)(3) status.
City of Alpine Full Time Employees actively employed	Permit Fees Waived, excluding a \$50.00 Application Fee. Will need verification of employment with current pay stub.
PERMIT FEES FOR RESIDENTIAL AND COMMERCIAL	
ALL PERMIT FEES DO NOT INCLUDE \$100 INSPECTION FEE(S)	
NEW CONSTRUCTION	FEE
R-1 & R-2, R-4, all residential dwellings (detached one- and two family dwellings, townhomes, multi-family quadplex or triplex, cottage accessory dwelling units, <u>garages</u> and casitas,	\$0.55/square foot total area under roof

R-3 residential dwellings (apartments, condominiums, three and four family dwellings), multi-family quadplex or triplex,	\$0.30/square foot total area under roof
New Commercial Building (C0, C-1, C-2, C1a)	\$700.00 Flat fee + \$.06 per sq/ft
ALTERATIONS	FEE
R-1, R-2, R-4, and all residential dwellings, detached one- and two-family dwellings, townhomes, <u>multi-family quadplex or triplex, cottage, accessory dwelling units</u> , casitas, and garages	\$0.25/square foot total area of alteration
R-3 residential dwellings (apartments, condominiums, three and four family dwellings), multi-family quadplex or triplex	\$0.20/square foot total area of alteration
Commercial Building (C0, C-1, C-2, C1a)	\$0.15/square foot total area of alteration
ADDITIONS	FEE
R-1 & R-2 residential dwellings, detached one- and two-family dwellings, cottage, accessory dwelling units, casitas, townhomes and garages	\$1.00/square foot total area of addition
R-3 residential dwellings (apartments, condominiums, three and four family dwellings), multi-family quadplex or triplex	\$0.75/square foot total area of addition
Commercial Building (C0, C-1, C-2, C1a)	\$0.50/square foot total area of addition
MISCELLANEOUS DEVELOPMENT FEES	FEE
Stand-Alone permits or permits not stated (foundation repair, <u>window replacement, insulation energy compliance, demolition</u>)	\$75.00
Residential Pool	\$150.00
Carport / Pergola (Detached/ <u>stand alone</u> Non-Conforming)	\$50.00
Accessory building permit	\$50.00 <u>Flat Fee</u>
Residential Fence	\$50.00 <u>Flat Fee</u>
Roofing Replacement/Repair	\$0.05/square foot
OTHER INSPECTIONS AND FEES	

ALL PERMIT FEES DO NOT INCLUDE \$100 INSPECTION FEE(S)		
DESCRIPTION		FEE
Electric Reconnect (outside inspection Only)		\$50.00 Inspection Fee only
Gas Test Only		\$50.00 100.00 Inspection Fee only
Certificate of Occupancy		\$100.00
Inspections outside of normal business hours		\$100.00
Work commencing before permit issuance		\$500.00
Reinspection Fee (Fee applied at discretion of Building Official)		\$100.00
DESCRIPTION		FEE
Permit Extension Fee		\$100.00
Additional plan review required by changes, additions or revisions to plans		\$42.00 per hour
Use of outside consultants for plan checking/inspections		Actual Cost
Plan review fee		45% of building permit fee in addition to building permit fee
Alpine ISD		25% of fees established in Appendix B; Section 1
Lot drainage fee		\$50.00
Automatic Fire Extinguisher systems Compressed Gases, Fire alarm detection systems and related equipment		3 rd Party testing and inspections required
TRADES PERMIT FEES		
ALL PERMIT FEES DO NOT INCLUDE \$100 INSPECTION FEE(S)		
All applications must include square footage of project in addition to all work conducted unless specific work is isolated to exterior work only.		
TYPE OF OCCUPANCY	BUILDING AREA SQ/FT	PERMIT FEES
All residential, R-1, R-2 single family, duplex, townhouse, new	1-749	\$50.00
	750-1,199	\$65.00

construction, additions (per unit), multi-family quadplex or triplex, cottage accessory dwelling units, and casitas Total sq/ft under roof	1,200-1,500	\$75.00
	1,501-1,750	\$85.00
	1,751-2,000	\$90.00
	2,001-2,250	\$100.00
	2,251-3,000	\$105.00
	3,001-3,500	\$115.00
	3,501-4,000	\$120.00
	4,001+	\$140.00
TYPE OF OCCUPANCY	BUILDING AREA SQ/FT	PERMIT FEES
All residential, R-1, R-2 single family, duplex, townhouse, new construction, additions (per unit), multi-family quadplex or triplex, cottage accessory dwelling units, and casitas Total sq/ft under roof	1-749	\$50.00
	750-1,199	\$65.00
	1,200-1,500	\$75.00
	1,501-1,750	\$85.00
	1,751-2,000	\$90.00
	2,001-2,250	\$100.00
	2,251-3,000	\$105.00
	3,001-3,500	\$115.00
	3,501-4,000	\$120.00
4,001+	\$140.00	
TYPE OF OCCUPANCY	BUILDING AREA SQ/FT	PERMIT FEES
A,E,I,R-3, Hotels, apartments, drinking/dining, educational, assembly, institutional	1-500	\$50.00
	501-100,000	\$50.00 + \$0.035/sqft
	100,001-500,00	\$3,500 + \$0.03/sqft
	500,001+	\$15,000 + \$0.02/sqft
B,F,H,M,S,U, Office retail, wholesale, garages, factories, workshops, service stations, warehouse	1-500	\$50.00
	501-50,000	\$50.00 + \$0.01/sqft
	50,001-100,00	\$182.00 + \$0.007/sqft
	100,001+	\$582.00 + \$0.003/sqft

CONTRACT	
MECHANICAL	FEE
Mini Split/Air Handler	\$50.00
Condensing Unit (# tons)	\$50.00
Condensing Unit/Heat Pump	\$10.00
Indoor Condensing Unit	\$10.00
Walk-In Freezer	\$50.00
Duct Outlet	\$20.00
Heat Pump	\$60.25
Refrigeration Unit (# tons)	\$60.25
Electric Heat Strips	\$60.25
Cooling Coil	\$60.25
Gas Furnace, Gas	\$90.60
Wall Furnace, Gas	\$90.60
Unit Heater, Gas	\$90.60
Radiant Heater, Gas	\$90.60
Exhaust Fan, Commercial/Residential	\$60.25
Curtain Fire Damper	\$20.00
Fire Damper	\$20.00
Condenser, No Compressor	\$60.25
Residential Dryer Exhaust Duct	\$60.25
Rooftop Unit, Electric ___ SEER	\$15.85
Fan Coil Unit	\$60.25
Fan Powered Box	\$60.25
Type II Range Hood (Steam)	\$60.25
Chiller (#)	\$60.25
Absorption Unit (# tons)	\$60.25
Reach-In Cooler	\$60.25

Wall Mounted Unit	\$60.25
Gas Boiler, Steam	\$90.60
Make-Up Air	\$60.25
Electric Furnace	\$60.25
Floor Furnace, Gas	\$90.60
Unit Heater, Electric	\$60.25
Radiant Heater, Electric	\$60.25
Ventilation/Energy Recovery Unit Fan	\$60.25
Ceiling Fire Damper	\$20.00
Smoke/Fire Damper	\$20.00
Commercial Dryer Exhaust Duct	\$90.60
Rooftop Unit, Gas ___ SEER	\$15.85
Variable Air Volume Unit	\$60.25
Type I Range Hood (Grease)	\$60.25
Fume Hood	\$60.25
Cooling Tower (# tons)	\$60.25
Walk-In Cooler	\$60.25
Icemaker (Split System)	\$60.25
Gas Boiler, Hot Water	\$90.60
Evaporative Cooler	\$60.25
Duct Heater, Gas	\$90.60
Hot Water Coil	\$60.25
ELECTRICAL	FEE
General Purpose Outlets/Equipment Devices Less Than 1 HP Motor	\$50.00
Dedicated Equipment/Appliance Outlets 20 Amp and Above	\$50.00
Motors	\$50.00

Gear Items	\$50.00
ELECTRICAL - MISCELLANEOUS	FEE
Underground Work/100 Linear Feet	\$50.00
Outside Overhead Work/100 Linear Feet	\$50.00
Foundation/Concrete Encased Electrode	\$50.00
Control/Low Voltage Systems Over 50 Volts	\$50.00
ELECTRICAL - LIGHT FIXTURE	FEE
HID Fixtures/Ceiling Fans	\$50.00
Fluorescent Fixtures & Ballast Retrofits	\$50.00
Sign Circuit	\$50.00
UPS/Generator (Emergency & Temporary)/Distributed Generation/Storage Batteries/Solar Panel (Each)	\$10.00
Temporary Wiring: Temporary Pole	\$25.00
Service Upgrade	\$100.00
PLUMBING	FEE
Water Heater Gas/Electric	\$8.00
Water Heater Vent	\$8.00
Water Softener	\$17.00
Plumbing Fixture (replacement of water or drain lines, water tempering or tub/shower valves, expansion tank, PRV, etc.)	\$7.00
Roof Drains	\$7.00
Reverse Osmosis	\$7.00
GAS RELATED	FEE
1-5 Terminations	\$10.00
Each Additional Termination	\$3.00
Termination Extension	\$8.00
Replace Gas Line	\$8.00

Split Meter	\$8.00
Move Meter	\$8.00
Gas Conversion	\$8.00
MEDICAL GAS	FEE
1-5 Terminations	\$13.00
Each Additional Termination	\$3.00
RESIDENTIAL FIRE SPRINKLER SYSTEMS (MRFPSS)	FEE
Per Fixture/Head	\$7.00
BACKFLOW PREVENTION ASSEMBLIES	FEE
Install or Replacement	\$15.00
Customer Service Inspection	\$8.00
TRAPS AND INTERCEPTORS	FEE
0-500 gal	\$12.00
501+ gal	\$17.00
IRRIGATION	FEE
Residential Irrigation	\$150.00
Commercial Irrigation	\$200.00
Plan Review	\$100.00
WATER SUPPLY LINES	FEE
0-100 ft	\$50.00
101-250 ft	\$55.00
251-500 ft	\$60.00
501-1000 ft	\$75.00
1001-2000 ft	\$100.00
2001-3000 ft	\$125.00
Over 3001 ft	\$150.00
Additional fee for each 200 ft or part thereof over 3001 ft	\$25.00

SEWER	FEE
0-60 ft	\$50.00
61-150 ft	\$60.00
151-300 ft	\$75.00
301-500 ft	\$90.00
501-750 ft	\$100.00
751-1000 ft	\$120.00
Over 1000 ft	\$150.00
Additional fee for each additional 100 ft or part thereof over 1000 ft	\$100.00
RECLAIMED WATER / DRAIN LINE	FEE
1-4 Openings	\$40.00
Each Additional Opening	\$5.00
ZONING AND LAND USE	
Sign Permit	\$75.00
Short Term Rental Annual Permit and Renewal	\$250.00 Flat fee
<u>Short Term Rental Application / Special Use</u>	<u>\$500.00</u>
Moving Permit	\$25.00 plus \$0.20 per square foot of the building to be moved.
Replat / Plat	\$500.00 Flat fee
Rezone	\$500.00 Flat fee
Special Use/ Conditional Use	\$500.00 Flat fee
Residential Flat Work (Driveways, Sidewalks, Curb Cuts)	\$50.00 Flat fee
<u>Variance</u>	<u>\$500.00 Flat fee</u>
<u>Coin Establishment / Special Use</u>	<u>\$500.00 Flat fee</u>

APPENDIX C: ANIMAL SERVICES FEES

IMPOUND	PREVIOUS FEE	FEE
Regular impound fee/ night stay	\$15	\$20
Impound fees for large animals (livestock)	NO CHANGE	AT COST
Small animal quarantine fee for full 10 night stay	\$200	\$250
Small animal quarantine fee/ night stay \$20	\$20	\$25
Large animal quarantine fee due to known exposure	NO CHANGE	AT COST
Small animal quarantine due to known exposure	\$25/day	\$50/day
CREMATION		FEE
<i>Communal Prices per pound</i>		
0-30 lbs	\$30	\$40
31-50lbs	\$45	\$55
51-70 lbs	\$60	\$70
71-90 lbs	\$75	\$85
over 90 lbs	\$90	\$100
<i>Private prices per pound</i>		
0-30 lbs	\$90	\$110
31-50 lbs	\$110	\$130
51-70 lbs	\$130	\$150
71-90 lbs	\$150	\$170
over 90 lbs	\$170	\$190
<i>Removal of deceased animal</i>		
Pets (owned pets)	\$15	\$15
UPS shipping of remains	NEW CHARGE	\$40
MICROCHIPPING		FEE
Includes chipping and registration	\$15	\$15
MEDICAL		FEE
<i>Vaccines</i>		

Feline Felv/FVRCP combo	\$12	\$25
Canine bordetella	\$5	\$18
Canine Distemper	\$5	\$18
<i>Snap tests</i>		
Feline Felv/FIV snap test	\$19	\$25
Canine 4DX snap test	\$17	\$25
<i>Other Medical</i>		
Small animal euthanasia	NO CHANGE	\$50
Large animal euthanasia	NO CHANGE	AT COST
ADOPTION		FEE
Regular adoption	NO CHANGE	\$100
Thrift store cats	NO CHANGE	\$50
Pet of the week	NO CHANGE	\$50
Adoption events	NO CHANGE	\$50
SURRENDER		FEE
Cat or dog surrender	\$30	\$40
CITY LICENSING		FEE
City license for spayed/ neutered animals	NO CHANGE	\$10
City license for unaltered animals	NO CHANGE	\$20
City license renewal	NO CHANGE	\$5
PERMITS		FEE
Large livestock	NO CHANGE	\$25
Small livestock	NO CHANGE	\$25
Yearly renewal for large and small	NO CHANGE	\$10
Relocation of permit to different address	NO CHANGE	\$25
Permit for kennels	NO CHANGE	\$50
Yearly renewal for kennels	NO CHANGE	\$25

DANGEROUS DOGS		FEE
Registration fee	NO CHANGE	\$100
Removal of animal from City Limits	NO CHANGE	\$100

APPENDIX D: ADMINISTRATIVE FEES

ADMINISTRATION	PREVIOUS FEE	NEW FEE
Alcohol Permit	NO CHANGE	\$25.00
Banner Permit	NEW CHARGE	\$25.00
Live Music Permit - Single	NO CHANGE	\$50.00
Live Music Permit - Annual	NO CHANGE	\$250.00
Movie Filming - Processing Application Fee	NO CHANGE	\$25.00
Movie Filming - Use of city Equipment and Personnel	On a case-by-case basis	Determined by City Manager
Movie Filming - Use of City - Owned Real Estate	Cost per Calendar Day	Determined by City Manager
Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public areas.	NO CHANGE	\$500.00
Partial, non-disruptive use of a public building, park right-of-way, or public area.	NO CHANGE	\$250.00
Total closure or obstruction of public street or right -of-way, including parking lots and on-street parking.	NO CHANGE	\$50.00
Partial closure or obstruction of public street or right-of-way, including parking lots and on street parking.	NO CHANGE	\$25.00

Use of City parking lots, parking areas, and City streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles)	NO CHANGE	\$50.00
ALCOHOL PERMIT		
Application/Permit Fee	NO CHANGE	\$25.00
Deposit for any Park in City of Alpine	NO CHANGE	\$30.00
CIVIC CENTER		
Full Day Rental Fee Commercial General Public (keys are picked up prior day and are given day after event to clean)	NO CHANGE	\$600.00
Additional fee for days prior to event	NO CHANGE	\$50.00
Full Day Non-Profit Organization	NO CHANGE	\$100.00 for any additional days
Full Day Government Agency	NO CHANGE	\$100.00 for any additional day
Security per hour for 2 officers	NO CHANGE	\$40.00 per hour for 1 officer
Deposit (facility rental damage & cleaning fee)	NO CHANGE	\$250.00
Cost for Damages		
Rectangle Table	NO CHANGE	\$150.00
Round Table (5')	NO CHANGE	\$225.00
Chair	NO CHANGE	\$75.00
Lost key	NO CHANGE	\$100.00
Late return Key (per day)	NO CHANGE	\$75.00
Unlocked Door (per day)	NO CHANGE	\$75.00

Lights left on overnight (per day/night)	NO CHANGE	\$50.00
A/C's or Heater not turned off (per day)	NO CHANGE	\$50.00
Alcohol penalty charge	\$200.00	\$500.00
Damages to facilities, window, doors, wall, etc.	NO CHANGE	Repair/Replacement Cost
Miscellaneous		
Fee for Electric Pedestal	NO CHANGE	\$50.00
Fee for Stage (taking it down and setting it up)	NO CHANGE	\$250.00
Minimum fee for any other damages (throwing of trash-sweeping, décor left behind, etc.)	NO CHANGE	\$100.00
Speaker (Sound System)	NO CHANGE	\$100.00
Adding a provision to the Civic Center's rules and regulations of a \$25 fee be applied for each instance and individual rule is broken.	NO CHANGE	\$25.00 for any rule broken
PUBLIC INFORMATION		
Public Information Request	Set by State Law	Set by State Law

APPENDIX E: ENVIRONMENTAL SERVICES FEES*

**Administrative Note:* The last resolution that the Council adopted to adopt the prior Environmental Services Fees is Resolution 2025-11-04. The changes in this fee schedule were minimal, so all additions are recorded here in underlined text, while ~~omissions appear in strikethrough red text~~.

TIRES	FEE
Passenger Car/Light Truck Tire (Up to 22")	\$5.00

Passenger Car/Light Truck Tire & Rim (Up to 22")	\$10.00
Oversized Truck Tire (23" and up)	\$35.00
Oversized Truck Tire & Rim (23" and up)	\$50.00
Tractor Tire	\$75.00
Tractor Tire	\$100.00
Service Fee A	2.6%
Service Fee B	\$0.22
REFRIGERANT REMOVAL	FEE
Refrigerant Removal <i>(With Sanitation Account or permit)</i>	\$0.00
Refrigerant Removal Residential Source <i>(No sanitation account or permit)</i>	\$75.00
TREE LIMBS / YARDWASTE	FEE
Residential DIY Tree limbs <i>(With Sanitation Account or permit)</i>	\$0.00
Tree limbs Commercial Sources (Residential Source) <i>(or For-large trailers, No sanitation account or permit)</i>	\$50.00/CUBIC YARD (CY)
ELECTRONICS	FEE
City of Alpine Resident <i>(With Sanitation Account or permit)</i>	\$0.00
Small Electronic <i>(No sanitation account or permit)</i>	\$5.00
Medium Electronic <i>(No sanitation account or permit)</i>	\$10.00
Large Electronic <i>(No sanitation account or permit)</i>	\$20.00
BULK ITEM	FEE

City of Alpine Resident <i>(With Sanitation Account or permit)</i>	\$0.00
Residential Source <i>(No Sanitation Account or permit)</i>	\$65.00/item
<u>Item are limited: 5 items or 3 cy (per month)</u>	

APPENDIX F: PARKS AND RECREATION FEES

Kokernot Park Pavillion Rental Rates & Fees	Previous Fee	Fee
Kokernot Park Pavilion Rental Deposit (Refundable)	NO CHANGE	\$30
Kokernot Pavilion Rental Fee (9:00 a.m. to 9:00 p.m.)	NO CHANGE	\$30
Pueblo Nuevo Pavillion Rental Rates & Fees		Fee
Pueblo Nuevo Pavilion Rental Deposit (Refundable)	NO CHANGE	\$30
Pueblo Nuevo Pavilion Rental Fee (9:00 a.m. to 9:00 p.m.)	NO CHANGE	\$30
Pool Rates & Fees		Fee
Municipal Pool Rates	Set by Council Resolution	Set by Council Resolution
General Admissions	\$3 Child, \$4 Adult	\$4 flat rate per person
Private Pool Party Deposit (Refundable)	NO CHANGE	\$25
Private Pool Party Reservation	\$100	\$250
Swimming Program/Camp	NEW CHARGE	\$45 per person
Food Truck Vendor Fee for Occasion/Holiday Event	NEW CHARGE	\$175 per vendor
Recreational Activities / Events		Fee
5K / 10K Race Events	NEW CHARGE	\$2,000
Seasonal Youth Camps	NEW CHARGE	\$2,500
Indoor / Outdoor Game Challenge Events Adult / Youth	NEW CHARGE	\$3,000

Seasonal Park Projects	NEW CHARGE	\$3,000
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APPENDIX G: ALPINE POLICE DEPARTMENT FEES

GOLF CART / REGULATED VEHICLE	PREVIOUS FEE	FEE
Initial Registration	NEW CHARGE	\$50
Biennial Reinspection	NEW CHARGE	\$25
VEHICLE IMPOUND FEES		FEE
Impound Fee (Cost Charged by Towing Company)	NO CHANGE	At Cost
Storage Fee	NO CHANGE	\$25/Day
Notification Fee (Cover Cost Associated with Sending Certified Mail Notification, if applicable)	NO CHANGE	\$20

APPENDIX H: AIRPORT FEES

AFTER HOURS CALL-OUT FEE	PREVIOUS FEE	FEE
After Hours Call-Out Fee	\$50	\$75
Holiday After Hours Call-Out Fee	NEW CHARGE	\$100



CITY OF ALPINE, TEXAS

Rate Study by: Communities Unlimited

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

Rebecca Manriquez Fuentes

Community Infrastructure Management Specialist |
Email: Rebecca.manriquez@communitiesu.org
C :479-966-5659

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City of Alpine, Texas Water Rate Study Summary 2025

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

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

Current Loans

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

Existing rate structure

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

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

There was an increase of 417 residential customers.

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

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

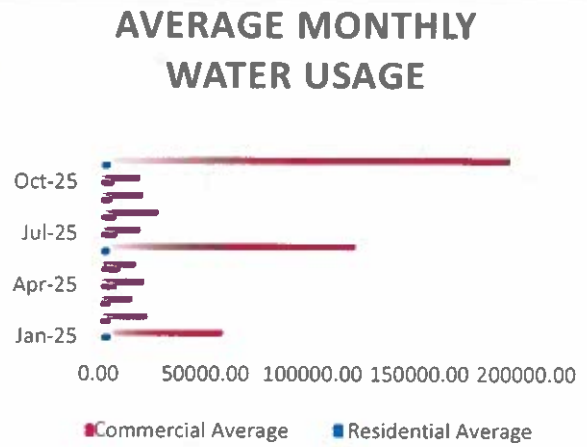
Commercial by Meter Size	2022 Customers	Current Customers	Difference
3/4"	0	225	225
1"	29	48	19
1.5"	2	1	-1
2"	59	78	19
3"	7	7	0
4"	5	7	2
6"	0	1	1
8"	1	1	0
Total	103	295	+192 customers

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



Water Usage

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



Average Monthly Water Usage:

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

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

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

Seasonal Trends:

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

Usage decreases during cooler months (November to February).

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

Building Counts and Average Usages

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

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

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

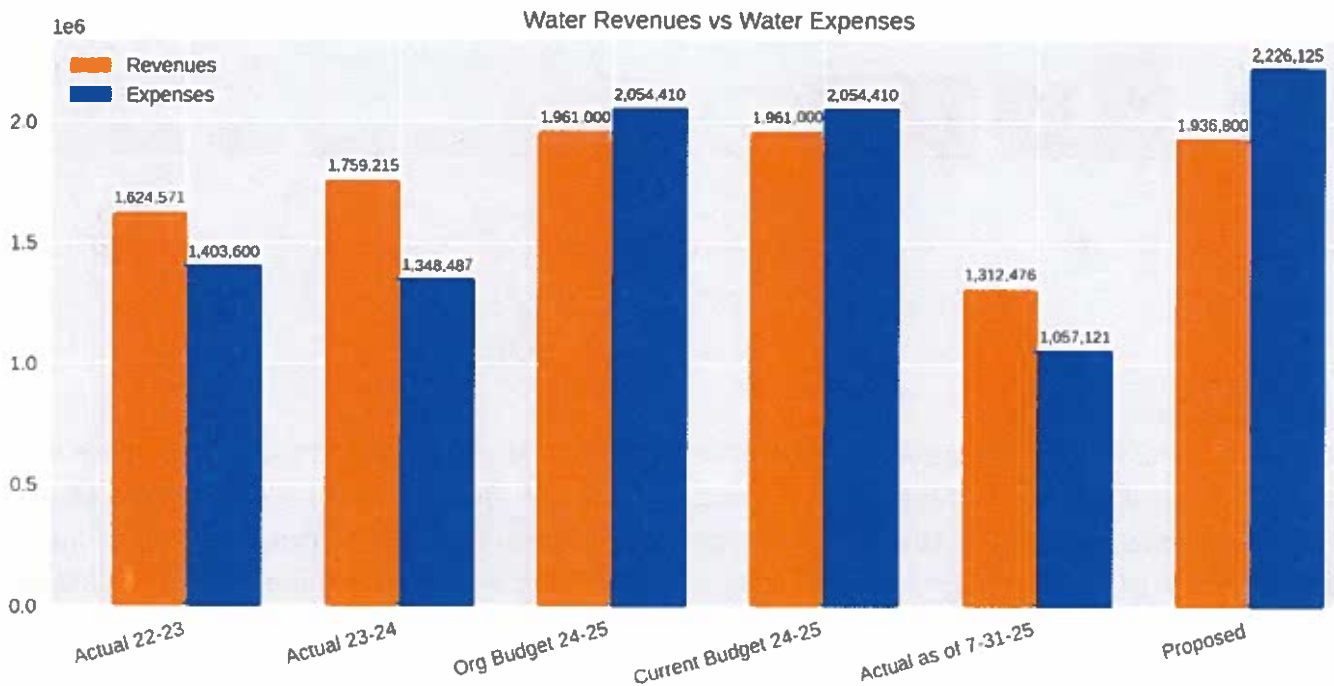
Suggestions for Resource Management in Commercial Properties:

1. **Water Use Audits and Monitoring**
 - Conduct regular water audits to detect leaks, inefficiencies, and areas of high consumption.
 - Implement smart meters and sub-meters for precise monitoring by specific areas or systems.
2. **Efficient Fixtures and Appliances**
 - Upgrade to water-saving toilets, faucets, showerheads, and urinals.
 - Use water-efficient laundry and dishwashing machines in hotels and apartments.
 - Install sensor-activated fixtures to minimize unnecessary water use.
3. **Leak Detection and Repair**
 - Use acoustic sensors or smart meters for initiative-taking leak detection.
 - Conduct regular inspections of pipes, valves, and water-using equipment.

Water Recycling and Reuse

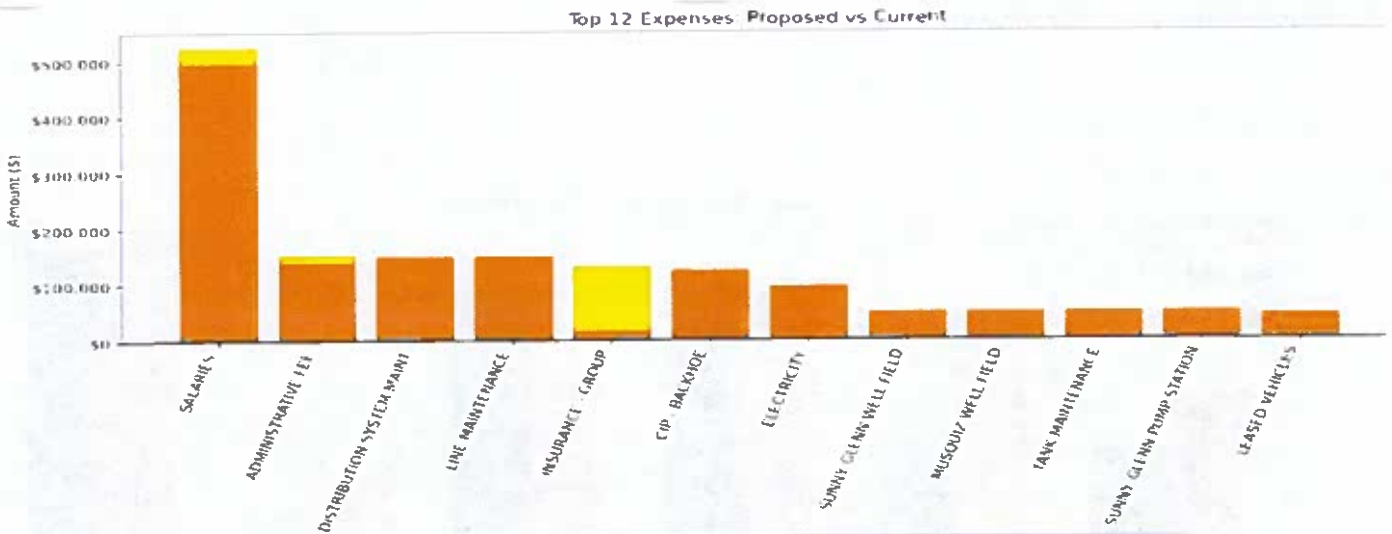
 - Set up greywater systems to recycle water from sinks, showers, and laundry for irrigation or toilet flushing.
4. **Landscaping and Irrigation Management**
 - Select drought-resistant native plants to reduce watering needs.
 - Use smart irrigation controllers that adapt watering schedules based on weather conditions and soil moisture levels.
 - Water early in the morning or late in the evening to reduce evaporation.

Water Revenues vs Water Expenses (excluding taxes, fees)



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

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



Overall Recommendations

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

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

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

Base Rate Fee: Revenue					Base Fee Increase				
Accounts	Customer Count	Minimum Rate	Monthly Revenue	Annual Revenue	\$2 Increase	\$3 Increase	\$4 Increase	\$5 Increase	\$6 Increase
					Annual Revenue	Annual Revenue	Annual Revenue	Annual Revenue	Annual Revenue
Residential									
	2415								
3/4 inch	2267	\$ 8	\$ 18,136	\$ 217,632	\$ 272,040	\$ 259,244	\$ 326,448	\$ 353,652	\$ 380,856
1 inch	120	\$ 11	\$ 1,320	\$ 15,840	\$ 18,720	\$ 20,160	\$ 21,600	\$ 23,040	\$ 24,480
1 1/2 inch	1	\$ 16	\$ 16	\$ 192	\$ 216	\$ 228	\$ 240	\$ 252	\$ 264
2 inch	20	\$ 20	\$ 400	\$ 4,800	\$ 5,280	\$ 5,520	\$ 5,760	\$ 6,000	\$ 6,240
			\$ 19,872	\$ 238,464	\$ 296,256	\$ 325,352	\$ 354,048	\$ 382,944	\$ 411,840
Commercial									
	295								
3/4 inch	225	\$ 9	\$ 2,025	\$ 24,300	\$ 29,700	\$ 32,400	\$ 35,100	\$ 37,800	\$ 40,500
1 inch	48	\$ 12	\$ 576	\$ 6,912	\$ 8,064	\$ 8,640	\$ 9,216	\$ 9,792	\$ 10,368
1 1/2 inch	1	\$ 17	\$ 17	\$ 204	\$ 228	\$ 240	\$ 252	\$ 264	\$ 276
2 inch	78	\$ 21	\$ 1,638	\$ 19,656	\$ 21,528	\$ 22,464	\$ 23,400	\$ 24,336	\$ 25,272
3 inch	7	\$ 34	\$ 238	\$ 2,856	\$ 3,024	\$ 3,108	\$ 3,192	\$ 3,276	\$ 3,360
4 inch	7	\$ 43	\$ 301	\$ 3,612	\$ 3,780	\$ 3,864	\$ 3,948	\$ 4,032	\$ 4,116
6 inch	1	\$ 58	\$ 58	\$ 696	\$ 720	\$ 732	\$ 744	\$ 756	\$ 768
8 inch	1	\$ 69	\$ 69	\$ 828	\$ 852	\$ 864	\$ 876	\$ 888	\$ 900
	2710		\$ 4,922	\$ 59,064	\$ 67,896	\$ 73,312	\$ 76,728	\$ 81,344	\$ 85,560
Total Revenues			\$ 24,794.00	\$ 297,528	\$ 364,152	\$ 397,464	\$ 430,776	\$ 464,088	\$ 497,400
New Revenue					\$ 66,624	\$ 99,436	\$ 133,248	\$ 166,560	\$ 199,872

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

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

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

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

CITY COUNCIL AGENDA ITEM REPORT

July 7, 2026

Agenda Item No. 4A

Department: Office of the City Secretary

Sponsor: Clarinda Espinoza, Interim City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: None



AGENDA ITEM

Public Hearing to obtain citizen views and comments regarding the second and final reading of Ordinance 2026-06-05, an ordinance amending Chapter 2 – Administration, Article IV – Finance of the Alpine Code of Ordinances by adding Division 4 – Enterprise Fund Financial Management; Establishing financial management policies for City enterprise funds, including rate sufficiency requirements, reserve requirements, limitations on transfers of enterprise fund revenues, annual reporting requirements, and long-term financial sustainability standards; Providing for Findings of Fact, Enactment, Repealer, Severability, Proper Notice and Meeting, Inclusion in the Code of Ordinances, and Effective Date clauses.

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

None

BUDGET CONSIDERATIONS

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

APPROVERS

Alexandra Tackett, Deputy City Secretary

CITY COUNCIL AGENDA ITEM REPORT

July 7, 2026

Agenda Item No. 4B

Department: Office of the City Secretary

Sponsor: Clarinda Espinoza, Interim City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: None



AGENDA ITEM

Public Hearing to obtain citizen views and comments regarding the first reading Ordinance 2026-07-01, an Ordinance Approving Rezone Application 2026-07-01; Amending the Official Zoning Map of the City by Rezoning the Property Located at 1301 W Ave J and Legally Described as 2.0 acre tract of Land, more or less, known as Track One (1), out of the East One-half (E/2) of Lot Two (2), Means Addition, Subdivision “A”, to the City of Alpine, Brewster County, Texas, as the Same Appears in the Map or Plat Records on File in the Office of the County Clerk of Brewster County, Texas; Rezoning the Subject Property from R-2 Multi-Family District to R-4 Mixed Residential District; Providing Findings of Fact, Repealer, Severability, Effective Date, Proper Notice, and Hearing Clauses.

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

None

BUDGET CONSIDERATIONS

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

APPROVERS

Alexandra Tackett, Deputy City Secretary

CITY COUNCIL AGENDA ITEM REPORT

July 7, 2026

Agenda Item No. 4C

Department: Administration

Sponsor: Clarinda Espinoza, Interim City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: None



AGENDA ITEM

Public Hearing to obtain citizen views and comments regarding Resolution 2026-06-13, a resolution adopting the City of Alpine Master Fee Schedule; Establishing Appendices A through H; Including Appendix B: Building Services Fees relating to Building Permit and Departmental Fees; Authorizing the periodic update of fees by resolution; Repealing conflicting resolutions; Directing implementation; And providing for an Effective Date.

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

None

BUDGET CONSIDERATIONS

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

APPROVERS

Alexandra Tackett, Deputy City Secretary

CITY COUNCIL AGENDA ITEM REPORT

July 7, 2026

Agenda Item No. 8A

Department: Administration

Sponsor: Clarinda Espinoza, Interim City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: Approve



AGENDA ITEM

Approval of the June 9, 2026 Special Meeting Minutes (C. Espinoza, Interim City Secretary)

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

- 1. 6-9-26 Special City Council Meeting Minutes
-

BUDGET CONSIDERATIONS

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

APPROVERS

Alexandra Tackett, Deputy City Secretary

City Of Alpine
SPECIAL CITY COUNCIL MEETING
Tuesday, June 9, 2026 – 5:30 PM
Minutes

1. **CALL TO ORDER.** -

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

A. Pledge of Allegiance to the United States Flag.

B. Pledge of Allegiance to the Texas Flag.

C. Determination of a Quorum and Proof of Notice of the Meeting.

City Council Members Present:

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

City Staff and Stakeholders Present:

Henry Arredondo, City Manager
Alexandra Tackett, Deputy City Secretary
Cynthia Trevino, City Attorney
Ann Marie Torres, Administrative Recepti
Abel Hinojos, Airport Supervisor

Not Present: None

Others Present: 3 other attendees.

Mayor Eaves announced that a quorum of the City Council was present at the City Council Chambers and Deputy City Secretary, Alexandra Tackett, reported that the meeting agenda was posted by 2:00 P.M. on June 3, 2026.

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

Public Comments: None.

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

Public Comments: None.

4. **PUBLIC PRESENTATIONS.** -
 - A. Presentations & Recognitions
 - B. Proclamations
 - C. Community Interest Items
 - i) Mayor Announcements
 - ii) City Manager Announcements
 - iii) Council Member Announcements
5. **CHANGES TO POSTED AGENDA.** - *NOTICE: The City Council reserves the right to change the order of business at any time during the meeting. To change the order of business a motion, a second, and a majority vote is required.*
 - A. **Items to be continued or withdrawn.** Items may be continued to the next City Council meeting or withdrawn from consideration during this agenda. Items to be continued or withdrawn require a motion, a second, and a majority vote.
 - B. **Items to be removed from the Consent Agenda for separate discussion.** Items may be withdrawn from the consent agenda by a simple request by the Mayor or any City Council member. Items removed from the consent agenda will be considered in the *Items Removed from the Consent Agenda* portion of the meeting directly after approval of the items not requiring separate discussion.
 - C. **Action items to be added to the consent agenda.** Adding action items to the consent agenda must be requested by the Mayor or any City Council member and requires a motion, a second, and a majority vote.
 - D. **Time-Sensitive Items.** The Mayor, any City Council Member, or a member of City Staff may, by simple request, ask that time-sensitive items be considered during that section.
6. **TIME SENSITIVE ITEMS.** -
7. **CONSENT AGENDA.** -
8. **ITEMS REMOVED FROM THE CONSENT AGENDA.** -
9. **REPORTS & PRESENTATIONS.** - *Presentations are limited to 6 minutes each. A bell will ring when the 6-minute timeframe has been reached. If further time is needed the presentation may be extended an additional 4 minutes at the discretion of the presiding officer. After the initial period and extension have passed, the presentation may be extended further by a motion, a second, and a majority vote of the City Council.*
10. **INFORMATION OR DISCUSSION ITEMS.** -

11. **ACTION ITEMS.** - *Action items are to be accompanied by a brief statement of facts, including where funds are coming from, if applicable. (Action items limited to 10 per meeting).*
12. **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, Personnel, and Organizational Development; Budget and Financial Administration; Capital Improvement Program and Infrastructure Projects; Streets and Transportation; Utilities Operations (Water, Wastewater, and Utility Systems); Smart Meter Implementation; Utility Billing Software Transition; Information Technology and Cybersecurity; Grants and Funding Opportunities; Requests for Proposals and Procurement Activities; Public Safety and Emergency Services Coordination; Economic Development and Tourism; Elections, Charter Amendments, and Governance Matters; Intergovernmental Relations and Regional Partnerships; Boards, Commissions, and Committees; Pending and Ongoing Projects.

13. **CITY COUNCIL MEMBER COMMENTS.** -

RESOLUTION 2026-06-15: On a motion by Councilor Robert Rückes and seconded by Councilor Richard Portillo to recess into executive session, the City Council unanimously adopted the motion. **(5:32 P.M.)**

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

A. **Personnel Matters § 551.074 and Consultation with Attorney § 551.071, Texas Government Code.**

- I. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Secretary, including discussion of performance, continued employment, and related personnel matters. (H. Arredondo)
- II. Consultation with City Attorney regarding legal matters related to the employment status of the City Secretary, potential personnel actions including appointment of an Interim City Secretary, including legal rights, obligations and potential liabilities. (H. Arredondo)

15. **ACTION AFTER EXECUTIVE SESSION.** -

RESOLUTION 2026-06-16: On a motion by Councilor Robert Rückes and seconded by Councilor Eva Martinez to move into regular session, the City Council unanimously adopted the motion. **(6:39 P.M.)**

A.

- I. Discussion and possible action regarding matters discussed in Executive Session related to the City Secretary, including employment, reassignment, discipline, or dismissal. (H. Arredondo, City Manager)
- II. Discussion and possible action to appoint an Interim City Secretary, including designation of duties, authority, and effective date of appointment. (H. Arredondo, City Manager)

RESOLUTION 2026-06-17: On a motion by Councilor Richard Portillo and seconded by Councilor Eva Martinez for City Council to remove from office City Secretary Geo Calderon and direct the City Manager for termination of employment effective June 10th, the City Council unanimously adopted the motion.

RESOLUTION 2026-06-18: On a motion by Councilor Robert Rückes and seconded by Councilor Richard Portillo for City Council to appoint Clarinda Espinoza as Interim City Secretary starting at the entry level City Secretary pay based on our compensation study level from Evergreen, the City Council unanimously adopted the motion.

RESOLUTION 2026-06-19: On a motion by Councilor Rick Stephens and seconded by Councilor Robert Rückes for City Council to direct the City Manager to work with Brewster County Elections Officials to be able to support the City for the upcoming November elections, the City Council unanimously adopted the motion.

16. **ADJOURN.** -

There being no further business, the meeting was adjourned by Mayor Eaves. (6:41 P.M.)

APPROVED:

ATTEST:

Catherine Eaves, *Mayor*

Alexandra L. Tackett
Deputy City Secretary

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact the Office of the City Secretary at (432) 837-3301, option 1, three working days prior to the meeting for appropriate arrangements.

CERTIFICATION

I, Alexandra L. Tackett, do hereby certify that this notice was posted at City Hall, in a convenient and readily accessible place to the general public, and on the City website at www.cityofalpine.com pursuant

to Section 551.043, Texas Government Code. The said notice was posted by 2 P.M. on June 3, 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 3 day of June, 2026.



Alexandra L. Tackett
Deputy City Secretary



CITY COUNCIL AGENDA ITEM REPORT

July 7, 2026

Agenda Item No. 8B

Department: Administration

Sponsor: Clarinda Espinoza, Interim City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: Approve



AGENDA ITEM

Approval of the June 16, 2026 Regular Meeting Minutes (C. Espinoza, Interim City Secretary)

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

1. 6-16-26 Regular City Council Minutes (1)
-

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

City Of Alpine
REGULAR CITY COUNCIL MEETING
Tuesday, June 16, 2026 – 5:30 PM
Minutes

1. **CALL TO ORDER.** -

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

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

City Council Members Present:

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

City Staff and Stakeholders Present:

Henry Arredondo, City Manager
Alexandra Tackett, Deputy City Secretary
Clarinda Espinoza, Interim City Secretary
Cynthia Trevino, City Attorney
Kirk Caughman, Chief of Police
Abel Hinojos, Airport Supervisor
Jessica Isley, Building Official
Eddie Molinar, Director of Public Works
Randy Guzman, Director of Gas Utilities
Carmen Rodriguez, C.S. Billing Supervisor
Chriss Rugia, Director of Tourism
Jennifer Stewart, Animal Control Officer
Mike Maciaz, Director of Utilities

Not Present: None

Others Present: Approx. 5 other attendee

Mayor Eaves announced that a quorum of the City Council was present at the City Council Chambers and Deputy City Secretary, Alexandra Tackett, reported that the meeting agenda was posted by 2:00 P.M. on June 10, 2026.

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

Public Comments: None.

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

Open (5:32 P.M.)

- A. Public Hearing to obtain citizen views and comments regarding the second and final reading of Ordinance 2026-06-02, an ordinance amending Chapter 23 – City Council of the Alpine Code of Ordinances by adding Article V – Petitions; Establishing procedures for the submission, receipt, and consideration of petitions; Distinguishing between petitions authorized by state law or the City Charter and general petitions; Amending Article I – In General, Section 23-5 Types of Council Action to amend ordinance procedures related to zoning ordinances; Providing for compliance with applicable state law; And providing for the following: Findings of Fact, Inclusion in the Code of Ordinances, Cumulative, Severability, Proper Notice and Meeting, and an Effective Date.

Public Comments: None.

- B. Public Hearing to obtain citizen views and comments regarding the second and final reading of Ordinance 2026-06-03, an ordinance amending Chapter 22 – Businesses of the Alpine Code of Ordinances; Amending regulations related to the sale of alcoholic beverages for on-premises consumption within the C-1 Neighborhood Commercial District; Providing that certain properties located on U.S. Highway 90 or State Highway 118 may be eligible for on-premises consumption without a special use permit; Providing the establishment of up to a \$500 penalty per occurrence for violations of the ordinance; And providing for the following: Findings of Fact, Enactment, Repealer, Penalty, Savings, Severability, Proper Notice and Meeting, and Effective Date clauses.

Public Comments: None.

- C. Public Hearing to obtain citizen views and comments regarding the second and final reading of Ordinance 2026-06-04, an ordinance amending Appendix C – Zoning, Article I – Basic Ordinance, Section 4 – Nonconforming lots, nonconforming uses of land, nonconforming structures, nonconforming uses of structures and premises, and nonconforming characteristics of use, of the City of Alpine Code of Ordinances; Providing regulations related to pre-1968 nonconforming structures and uses, including continuation of nonconforming rights, repair, maintenance, and limitations on expansion; Providing for Findings of Fact, Inclusion in the Code of Ordinances, Repealer, Savings, Severability, Proper Notice, Penalty, and Effective Date clauses.

Public Comments: None.

- D. Public Hearing to obtain citizen views and comments regarding the first reading of Ordinance 2026-06-05, an ordinance amending Chapter 2 – Administration, Article IV – Finance of the

Alpine Code of Ordinances by adding Division 4 – Enterprise Fund Financial Management; Establishing financial management policies for City enterprise funds, including rate sufficiency requirements, reserve requirements, limitations on transfers of enterprise fund revenues, annual reporting requirements, and long-term financial sustainability standards; Providing for Findings of Fact, Enactment, Repealer, Severability, Proper Notice and Meeting, Inclusion in the Code of Ordinances, and Effective Date clauses.

Public Comments: None.

- E. Public Hearing to obtain citizen views and comments regarding the first and final reading of Ordinance 2026-06-06, An Ordinance Amending The City Of Alpine Fy 2025-2026 Budget To Appropriate Proceeds From The City Of Alpine, Texas; Taxable Limited Tax Notes; Providing For The Following Clauses: Findings Of Fact, Cumulative, Proper Notice And Meeting, And Effective Date.

Public Comments: None.

- F. Public Hearing to obtain citizen views and comments regarding Resolution 2026-06-13, a resolution adopting the City of Alpine Master Fee Schedule; Establishing Appendices A through H; Including Appendix B: Building Services Fees relating to Building Permit and Departmental Fees; Authorizing the periodic update of fees by resolution; Repealing conflicting resolutions; Directing implementation; And providing for an Effective Date.

Public Comments: None.

Close (5:36 P.M.)

4. **PUBLIC PRESENTATIONS.** -

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

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

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

RESOLUTION 2026-06-20: On a motion by Councilor Robert Rückes and seconded by Councilor Richard Portillo to move item 11F from the Action Items for the next City Council meeting & schedule for a workshop for July 7th, the City Council unanimously adopted the motion.

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

Councilor Rick Stephens requested items 7E and 7F for separate discussion.

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

No action items were added to the consent agenda.

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

No time sensitive items were added to the agenda.

6. **TIME SENSITIVE ITEMS.** -

7. **CONSENT AGENDA.** -

- A. Approval of the June 2, 2026 Regular Meeting Minutes. (A. Tackett, Deputy City Secretary)
- B. Approval of the May 2026 invoice for Bojorquez Law Firm Services. (A. Tackett, Deputy City Secretary)
- C. Approve Order 2026-06-01, ordering a General Election for the Offices of City Council Member Ward 5 and for the Office of Mayor. (A. Tackett, Deputy City Secretary)
- D. Approve Order 2026-06-02, ordering a special charter amendment election. (A. Tackett, Deputy City Secretary)

RESOLUTION 2026-06-21: On a motion by Councilor Rick Stephens and seconded by Councilor Robert Rückes to approve items A, B, C & D as presented, the City Council unanimously adopted the motion.

- E. Approve award of contract for RFP 2026-04-02 Airport Fuel to AVFuel Corporation for airport fuel services for the Alpine-Casparis Municipal Airport; and authorize the City Manager to execute all necessary agreements and related documents. (H. Arredondo, City Manager)

- F. Approval of a Landscape Maintenance Agreement between the City of Alpine and the Texas Department of Transportation (TxDOT) for the maintenance of landscape, irrigation, and illumination improvements associated with the TxDOT Landscape & Scenic Enhancement Project along portions of US 67/90, SH 223, and SH 118 within the City of Alpine; and authorize the City Manager to execute all necessary documents. (H. Arredondo, City Manager)

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

E. Approve award of contract for RFP 2026-04-02 Airport Fuel to AVFuel Corporation for airport fuel services for the Alpine-Casparis Municipal Airport; and authorize the City Manager to execute all necessary agreements and related documents. (H. Arredondo, City Manager)

RESOLUTION 2026-06-22: On a motion by Councilor Rick Stephens and seconded by Councilor Robert Rückes to approve item 7E as presented, the City Council unanimously adopted the motion.

F. Approval of a Landscape Maintenance Agreement between the City of Alpine and the Texas Department of Transportation (TxDOT) for the maintenance of landscape, irrigation, and illumination improvements associated with the TxDOT Landscape & Scenic Enhancement Project along portions of US 67/90, SH 223, and SH 118 within the City of Alpine; and authorize the City Manager to execute all necessary documents. (H. Arredondo, City Manager)

RESOLUTION 2026-06-23: On a motion by Councilor Rick Stephens and seconded by Councilor Robert Rückes to approve item 7F as presented, the City Council unanimously adopted the motion.

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

10. **INFORMATION OR DISCUSSION ITEMS.** -

- A. Family Crisis Center of the Big Bend Update. (H. Arredondo, City Manager)
- B. Alpine Country Club Update. (H. Arredondo, City Manager)
- C. Discussion regarding Hotel Occupancy Tax (HOT) grant funding recommendations, projected available funding, and City Council direction on the overall grant budget for Fiscal Year 2026–2027. (H. Arredondo, City Manager)
- D. Discussion regarding the City of Alpine opting into the Ground Water District, with thoughts from the Meadows Research Institute at Sul Ross (C. Eaves, Mayor)
- E. Discussion regarding the development of a strategic water infrastructure plan, with a focus on evaluating existing wells and determining which may need refurbishment or replacement over the next year. (C. Eaves, Mayor)

- F. Discussion regarding the Manuel Payne Field Interlocal Agreement between the Alpine Independent School District and City of Alpine (H. Arredondo)
- G. Discussion regarding renewal of the Alpine Country Club Lease. (H. Arredondo, City Manager)

*Mayor Eaves called a short recess. (7:12 P.M.)
The meeting resumed. (7:22 P.M.)*

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

- A. Approve the second and final reading of Ordinance 2026-06-02, an ordinance amending Chapter 23 – City Council of the Alpine Code of Ordinances by adding Article V – Petitions; Establishing procedures for the submission, receipt, and consideration of petitions; Distinguishing between petitions authorized by state law or the City Charter and general petitions; Amending Article I – In General, Section 23-5 Types of Council Action to amend ordinance procedures related to zoning ordinances; Providing for compliance with applicable state law; And providing for the following: Findings of Fact, Inclusion in the Code of Ordinances, Cumulative, Severability, Proper Notice and Meeting, and an Effective Date. (H. Arredondo, City Manager)

RESOLUTION 2026-06-24: On a motion by Councilor Rick Stephens and seconded by Councilor Robert Rückes to approve the second and final reading of Ordinance 2026-06-02 as presented, the City Council unanimously adopted the motion.

- B. Approve the second and final reading of Ordinance 2026-06-03, an ordinance amending Chapter 22 – Businesses of the Alpine Code of Ordinances; Amending regulations related to the sale of alcoholic beverages for on-premises consumption within the C-1 Neighborhood Commercial District; Providing that certain properties located on U.S. Highway 90 or State Highway 118 may be eligible for on-premises consumption without a special use permit; Providing the establishment of up to a \$500 penalty per occurrence for violations of the ordinance; And providing for the following: Findings of Fact, Enactment, Repealer, Penalty, Savings, Severability, Proper Notice and Meeting, and Effective Date clauses. (R. Rückes, City Council)

RESOLUTION 2026-06-25: On a motion by Councilor Robert Rückes and seconded by Councilor Rick Stephens to approve the second and final reading of Ordinance 2026-06-03 as presented, the City Council unanimously adopted the motion.

- C. Approve the second and final reading of Ordinance 2026-06-04, an ordinance amending Appendix C – Zoning, Article I – Basic Ordinance, Section 4 – Nonconforming lots, nonconforming uses of land, nonconforming structures, nonconforming uses of structures and premises, and nonconforming characteristics of use, of the City of Alpine Code of Ordinances; Providing regulations related to pre-1968 nonconforming structures and uses, including continuation of nonconforming rights, repair, maintenance, and limitations on expansion; Providing for Findings of Fact, Inclusion in the Code of Ordinances, Repealer, Savings, Severability, Proper Notice, Penalty, and Effective Date clauses. (H. Arredondo, City Manager)

RESOLUTION 2026-06-26: On a motion by Councilor Rick Stephens and seconded by Councilor Robert Rückes to approve the second and final reading of Ordinance 2026-06-04 as presented, the City Council unanimously adopted the motion.

- D. Approve the first reading Ordinance 2026-06-05, an ordinance amending Chapter 2 – Administration, Article IV – Finance of the Alpine Code of Ordinances by adding Division 4 – Enterprise Fund Financial Management; Establishing Financial Management Policies for City Enterprise Funds, Including Rate Sufficiency Requirements, Reserve Requirements, Limitations on Transfers of Enterprise Fund Revenues, Annual Reporting Requirements, and Long-term Financial Sustainability Standards; Providing for the following: Findings of Fact, Enactment, Repealer, Severability, Proper Notice and Meeting, Inclusion in the Code of Ordinances, and Effective Date. (R. Rückes, City Council)

RESOLUTION 2026-06-27: On a motion by Councilor Robert Rückes and seconded by Councilor Rick Stephens to approve the first reading of Ordinance 2026-06-05, the City Council unanimously adopted the motion.

- E. Approve the first reading of Ordinance 2026-06-06, an Ordinance amending The City Of Alpine FY 2025-2026 Budget To Appropriate Proceeds From The City Of Alpine, Texas; Taxable Limited Tax Notes; Providing For The Following Clauses: Findings Of Fact, Cumulative, Proper Notice And Meeting, And Effective Date. (H. Arredondo, City Manager)

RESOLUTION 2026-06-28: On a motion by Councilor Rick Stephens and seconded by Councilor Richard Portillo to approve the first reading of ordinance 2026-06-06, with Councilor Richard Portillo, Councilor Eva Martinez, Councilor Robert Rückes, and Councilor Lucy Escovedo voting in favor of approving Ordinance 2026-06, and Councilor Rick Stephens voting against.

- F. Approve Resolution 2026-06-13, a resolution adopting the City of Alpine Master Fee Schedule; Establishing Appendices A through H; Authorizing the periodic update of fees by resolution; Repealing conflicting resolutions; Directing implementation; And providing for an Effective Date. (H. Arredondo, City Manager)

Item 11-F was removed from the agenda on Resolution 2026-06-15.

- G. Approve Resolution 2026-06-14, a resolution approving Blanket Grant Writing Services. (H. Arredondo, City Manager)

RESOLUTION 2026-06-29: On a motion by Councilor Richard Portillo and seconded by Councilor Robert Rückes to approve resolution 2026-06-14 as presented, the City Council unanimously adopted the motion.

- H. Approve the acceptance of the Fiscal Year 2023-2024 Audit from Gibson, Ruddock, and Patterson LLC. (Henry Arredondo, City Manager)

RESOLUTION 2026-06-30: On a motion by Councilor Robert Rückes and seconded by Councilor Rick Stephens to approve the acceptance of the Fiscal year 2023-2024 audit, the City Council unanimously adopted the motion.

12. **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, Personnel, and Organizational Development; Budget and Financial Administration; Capital Improvement Program and Infrastructure Projects; Streets and Transportation; Utilities Operations (Water, Wastewater, and Utility Systems); Smart Meter Implementation; Utility Billing Software Transition; Information Technology and Cybersecurity; Grants and Funding Opportunities; Requests for Proposals and Procurement Activities; Public Safety and Emergency Services Coordination; Economic Development and Tourism; Elections, Charter Amendments, and Governance Matters; Intergovernmental Relations and Regional Partnerships; Boards, Commissions, and Committees; Pending and Ongoing Projects.

13. **CITY COUNCIL MEMBER COMMENTS.** -

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

15. **ACTION AFTER EXECUTIVE SESSION.** -

16. **ADJOURN.** -

There being no further business, the meeting was adjourned by Mayor Eaves. (8:25 P.M.)

APPROVED:

ATTEST:

Catherine Eaves, Mayor

Alexandra Tackett
Deputy City Secretary

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact the Office of the City Secretary at (432) 837-3301, option 1, three working days prior to the meeting for appropriate arrangements.

CERTIFICATION

I, Alexandra L. Tackett, do hereby certify that this notice was posted at City Hall, in a convenient and readily accessible place to the general public, and on the City website at www.cityofalpine.com pursuant to Section 551.043, Texas Government Code. The said notice was posted by 2 P.M. on June 10, 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 10 day of June, 2026.



Alexandra L. Tackett
Deputy City Secretary



CITY COUNCIL AGENDA ITEM REPORT

July 7, 2026

Agenda Item No. 8C

Department: Administration

Sponsor: Henry Arredondo, City Manager

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: Approve



AGENDA ITEM

Approval of 2026-2027 Holiday Calendar. (H. Arredondo, City Manager)

EXECUTIVE SUMMARY

This item is being presented for formal approval of the City of Alpine's holiday calendar for the upcoming year, which includes 18 paid holidays. The City’s holiday schedule is a key component of our employee benefits package. Offering a generous number of paid holidays strengthens the City’s ability to attract and retain qualified personnel by promoting work-life balance and enhancing employee satisfaction.

SUPPORTING MATERIALS

1. 2026-2027 Holiday List - Approved 7-7-26
-

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

**CITY OF ALPINE
OFFICIAL HOLIDAYS FOR FY 2026-2027**

COLUMBUS DAY	MONDAY	OCTOBER 12, 2026	1
VETERANS DAY	WEDNESDAY	NOVEMBER 11, 2026	2
THANKSGIVING DAY	WEDNESDAY	NOVEMBER 25, 2026	3
	THURSDAY	NOVEMBER 26, 2026	4
	FRIDAY	NOVEMBER 27, 2026	5
CHRISTMAS DAY	WEDNESDAY	DECEMBER 23, 2026	6
	THURSDAY	DECEMBER 24, 2026	7
	FRIDAY	DECEMBER 25, 2026	8
NEW YEAR'S EVE	THURSDAY	DECEMBER 31, 2026	9
	FRIDAY	JANUARY 1, 2027	10
MARTIN LUTHER KING JR DAY	MONDAY	JANUARY 18, 2027	11
PRESIDENT'S DAY	MONDAY	FEBRUARY 15, 2027	12
GOOD FRIDAY	FRIDAY	MARCH 26, 2027	13
EASTER MONDAY	MONDAY	MARCH 29, 2027	14
MEMORIAL DAY	MONDAY	MAY 31, 2027	15
JUNETEENTH	FRIDAY	JUNE 18, 2027	16
INDEPENDENCE DAY	MONDAY	JULY 5, 2027	17
LABOR DAY	MONDAY	SEPTEMBER 6, 2027	18

CITY COUNCIL AGENDA ITEM REPORT

July 7, 2026

Agenda Item No. 8D

Department: Administration

Sponsor: Clarinda Espinoza, Interim City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: Approve



AGENDA ITEM

Approval of the Fiscal Year 2026-2027 City Meeting Calendar. (C. Espinoza, Interim City Secretary)

EXECUTIVE SUMMARY

The proposed annual meeting calendar is being presented to the City Council for review, feedback, and approval.

Developing standardized calendars for all City boards, commissions, and committees—including the City Council—promotes transparency by providing the public with timely and consistent notice of upcoming meetings. It also allows City staff to effectively plan and allocate resources necessary to support these meetings. It also affords the administrative team the opportunity to develop a master calendar of important dates, including agenda posting dates, packet deadlines, and tasks to update the numerous calendars that are required ahead of each meeting.

The creation of a unified master meeting calendar improves internal coordination, enhances operational efficiency, and reinforces the City’s commitment to transparent and accessible governance.

SUPPORTING MATERIALS

1. City Meeting Calendar FY 2026-2027

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

2026-2027 CITY MEETING CALENDAR

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

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

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

January 2027						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2027						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 2027						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 2027						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2027						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2027						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July 2027						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August 2027						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2027						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

City Holidays for Fiscal Year 2026-2027

Oct 12, 2026	Columbus Day	Jan 1, 2027	New Year's Day	May 31, 2027	Memorial Day
Nov 11, 2026	Veterans Day	Jan 18, 2027	Martin L. King Day	Jun 18, 2027	Juneteenth (obs.)
Nov 26, 2026	Thanksgiving Day	Feb 15, 2027	Presidents' Day	Jul 4, 2027	Independence Day
Dec 25, 2026	Christmas Day	Mar 26, 2027	Good Friday	Jul 5, 2027	Indepen. Day (obs.)
Dec 31, 2026	New Year's Eve	Mar 29, 2027	Easter Monday	Sep 6, 2027	Labor Day

	City Council		Animal & Advisory Board		Hotel Occupancy Tax Committee
	Planning & Zoning		Music Advisory Board		City Offices Closed
	Parks & Recreation		Building & Standards		

CITY COUNCIL AGENDA ITEM REPORT

July 7, 2026

Agenda Item No. 8E

Department: Office of the City Secretary

Sponsor: Clarinda Espinoza, Interim City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: Approve



AGENDA ITEM

Approval of the 2026-2027 Agenda Deadlines Calendar. (C. Espinoza, Interim City Secretary)

EXECUTIVE SUMMARY

In accordance with City Ordinance, the City Council holds regular meetings on the first and third Tuesdays of each month. The ordinance also requires that agenda items be submitted no later than twelve (12) days prior to the scheduled meeting date by 5:00 p.m.

Additionally, House Bill 1522 was recently passed by the Texas Legislature and signed by the Governor. The bill went into effect September 1, 2025 and revises the legal agenda posting requirement to three (3) business days prior to the meeting at 5:00 p.m.

Developing standardized calendars for all City boards, commissions, and committees—including the City Council—promotes transparency by providing the public with timely and consistent notice of upcoming meetings. It also allows City staff to effectively plan and allocate resources necessary to support these meetings. It also affords the administrative team the opportunity to develop a master calendar of important dates, including agenda posting dates, packet deadlines, and tasks to update the numerous calendars that are required ahead of each meeting.

SUPPORTING MATERIALS

1. FY 2026-2027 Agenda Deadlines List
-

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

FISCAL YEAR 2026-2027 CITY COUNCIL PACKET DEADLINES

Council Meeting	Agenda/Backup Deadline & Legal review Date -12 days Thursday	Agenda Posting before 2pm & Packet Delivery Date -6 days Wednesday	Packet Posting Date Friday
October 6, 2026	September 24, 2026	September 30, 2026	October 2, 2026
October 20, 2026	October 7, 2026	October 14, 2026	October 16, 2026
November 3, 2026	October 22, 2026	October 28, 2026	October 30, 2026
November 17, 2026	November 4, 2026	November 10, 2026	November 13, 2026
December 1, 2026	November 16, 2026	November 20, 2026	November 20, 2026
January 5, 2027	December 18, 2026	December 28, 2026	December 30, 2026
January 19, 2027	January 7, 2027	January 12, 2027	January 14, 2027
February 2, 2027	January 21, 2027	January 27, 2027	January 29, 2027
February 16, 2027	February 4, 2027	February 9, 2027	February 11, 2027
March 2, 2027	February 18, 2027	February 24, 2027	February 26, 2027
March 16, 2027	March 4, 2027	March 10, 2027	March 12, 2027
April 6, 2027	March 23, 2027	March 31, 2027	April 2, 2027
April 20, 2027	April 8, 2027	April 14, 2027	April 16, 2027
May 4, 2027	April 22, 2027	April 28, 2027	April 30, 2027
May 18, 2027	May 6, 2027	May 12, 2027	May 14, 2027
June 1, 2027	May 20, 2027	May 25, 2027	May 27, 2027
June 15, 2027	June 3, 2027	June 9, 2027	June 11, 2027
July 6, 2027	June 24, 2027	June 29, 2027	July 1, 2027
July 20, 2027	July 8, 2027	July 14, 2027	July 16, 2027
August 3, 2027	July 22, 2027	July 28, 2027	July 30, 2027
August 17, 2027	August 5, 2027	August 11, 2027	August 13, 2027
September 7, 2027	August 26, 2027	August 31, 2027	September 2, 2027
September 21, 2027	September 9, 2027	September 15, 2027	September 17, 2027
October 5, 2027	September 23, 2027	September 29, 2027	October 1, 2027

CITY COUNCIL AGENDA ITEM REPORT

July 7, 2026

Agenda Item No. 8F

Department: Office of the City Secretary

Sponsor: Clarinda Espinoza, Interim City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: Approve



AGENDA ITEM

Approval of the 2026-2027 Planning & Zoning Submittal Calendar. (C. Espinoza, Interim City Secretary)

EXECUTIVE SUMMARY

LEGAL FOUNDATIONS OF SUBMITTAL CALENDARS IN TEXAS LAW

1. **Statutory "Shot Clock" Requirements (§ 212.009, Local Government Code):** Projects such as plats or plans must be approved, conditionally approved, or disapproved within 30 calendar days of submittal. If not, they're deemed approved by default—a process often referred to as "automatic approval." Acknowledging the pressure this places on local governments, House Bill 3699 (effective Sept 1, 2023) explicitly allows municipalities to adopt a submittal calendar to streamline and comply with these statutory deadlines.
2. **Extension Options:** The 30-day period can be extended in writing and with mutual agreement between the city and applicant, for up to another 30 days.

BENEFITS OF A FORMAL SUBMITTAL CALENDAR

1. **Predictability & Transparency:** A published calendar provides applicants with clear deadlines tied to public hearing dates and review timelines, enhancing transparency and reducing administrative ambiguities.
2. **Efficient Staff Workflows:** Knowing submission deadlines and hearing cycles in advance allows staff to allocate time and resources effectively, manage public notices, and schedule reviews without last-minute haste.
3. **Legal Risk Mitigation:** A structured calendar helps municipalities avoid triggering the shot clock, reducing the risk of plans being automatically approved due to inaction—a scenario that can bypass public oversight and land-use policy.

EXECUTIVE SUMMARY

Since launching its inaugural Fiscal Year 2024 Submittal Calendar, the City has experienced notable improvements:

1. **Clear scheduling of key meeting dates:** Aligns applicant submittal windows with Planning & Zoning Commission and City Council meeting dates—reducing lag and aligning stakeholder expectations.
2. **Staff resource optimization:** Empowers staff to plan publications, public notices, and interdepartmental reviews well ahead of deadlines, streamlining agency workflows.
3. **Legal compliance & risk avoidance:** Offers a proactive tool to meet statutory deadlines under § 212.009, minimizing exposure to automatic approvals and associated legal challenges.
4. **Observed benefits:** Increased productivity, with accelerated review cycles and fewer deferred items. Greater accountability and transparency, reflected in fewer last-minute extensions and improved stakeholder satisfaction.

CONCLUSION

A thoughtfully structured Planning & Zoning Submittal Calendar is not merely administrative—it’s a strategic, legally sound best practice for Texas municipalities. It aligns internal operations with the tight timelines mandated by state law, supports efficient staff use of time and resources, and helps the City deliver transparent, reliable service to its residents and developers. This practice leads to faster, better-managed development reviews and protects against unintended legal consequences.

SUPPORTING MATERIALS

1. 2026-2027 Submittal Calendar & Procedures

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



Fiscal Year 2026-2027
Planning & Zoning Commission
Application Submittal Packet

Zoning: Planned Development | Conditional/Special Use Permit | Rezone

Plats: Amending | Conceptual | Preliminary | Replat | Large Acreage Tract

Building Services Department

309 W. Sul Ross Ave

Alpine, Texas 79830

Office: (432) 837-3281, option 2

Email: building.services@cityofalpine.com

This packet is also available online at www.cityofalpine.com

IMPORTANT INFORMATION

PRELIMINARY APPLICATION CONFERENCE

1. Prior to the submission of any application, applicants must schedule a meeting with the Building Services department to discuss their project.
2. There is no charge for the initial meeting. Subsequent meetings for the same site, same development may incur a scheduling fee.
3. To schedule, please contact the Building Official at (432) 837-3281, option 2.

APPLICATION SUBMITTALS *(Refer to page 3 of this packet for the list of all deadline dates)*

1. A completed application form, associated documents, and applicable fees must be submitted on the specified submittal deadline date(s).
2. The city will not accept a plat application on a date other than a submittal deadline date.
3. An incomplete plat application will be disapproved.
4. A plat application, filed with the city, will be submitted to the Planning and Zoning Commission within 30 days following the submittal deadline date(s).

PUBLIC HEARINGS *(Refer to pages 3 of this packet for the regular meeting schedule)*

1. Public hearings are required for the consideration of all zoning changes. Public hearings are held during the Planning and Zoning (P&Z) Commission and (a) City Council meeting(s).
2. If required, plats will be considered by the Planning and Zoning Commission and the City Council through a public hearing.
3. Applicants or their agents are strongly encouraged to attend all public hearings and be available for questions. It is the applicant's responsibility to follow up with the Building Services Department regarding the status of the application(s).

EXTENSIONS AND MODIFICATIONS

1. An applicant may request an extension after an application has been filed and at least 10 days prior to the Planning and Zoning Commission Meeting.
2. Minor modifications to an application that has been filed may be made up until 10 days prior to the Planning and Zoning Commission Meeting. Major modifications will be disapproved.

P&Z COMMISSION REPORTS AND ACTIONS

1. Applicants will receive a response from the Building Services Department following the completeness check period.
2. Final recommended actions will be released by the Friday prior to the P&Z Commission meeting date.
3. The P&Z Commission will take the following actions on an initial plat application:
 - a. Approve.
 - b. Approve with conditions.
 - c. Disapprove.
4. If an application is disapproved, a new application, documents, and new plat application fees must be submitted in accordance with application submittals.
5. Submittal/Application fees are explicitly non-refundable. If an application is denied, withdrawn, or otherwise unsuccessful, subsequent applications will require a new fee.



Building Services Department
 309 W. Sul Ross | Alpine, Texas 79830
building.services@cityofalpine.com
 (432) 837-3281, option 2

FISCAL YEAR 2026-2027 SUBMITTAL CALENDAR

Zoning and Plat Applications are only accepted on the submittal deadlines published in the Planning & Zoning Application Submittal Packet. Zoning Applications include rezone applications, conditional use permit applications, and special use permit applications. *Plans, plats, and related application submitted on a date other than a designated date are subject to disapproval.*

Zoning & Plat Application Submittal Date (Initial Application Only) 28 days ahead of P&Z Meeting	Planning & Zoning Commission Agenda/Hearing Date	City Council Hearing Date, As Applicable (1st Reading of Ordinance)	City Council Hearing Date, As Applicable (2nd Reading of Ordinance)	Public Hearing Notice (At least 15 days in advance of hearings)	Paper Deadline
9/28/2026 - 9/29/2026	10/26/2026	11/3/2026	11/17/2026	10/8/2026	10/6/2026
10/26/2026 - 10/27/2026	11/23/2026	12/1/2026	1/5/2027	11/5/2026	11/3/2026
11/9/2026	12/14/2026	1/5/2027	1/20/2026	11/19/2026	11/17/2026
12/28/2026	1/25/2027	2/2/2027	2/18/2027	1/7/2027	1/5/2027
1/25/2027 - 1/26/2027	2/22/2027	3/2/2027	3/16/2027	2/4/2027	2/2/2027
2/22/2027 - 2/23/2027	3/22/2027	4/6/2027	4/20/2027	3/4/2027	3/2/2027
3/29/2027 - 3/30/2027	4/26/2027	5/4/2027	5/18/2027	4/8/2027	4/6/2027
4/19/2027 - 4/20/2027	5/24/2027	6/1/2027	6/15/2027	4/29/2027	4/27/2027
5/24/2027	6/28/2027	7/6/2027	7/20/2027	6/3/2027	6/1/2027
6/28/2027 - 6/29/2027	7/26/2027	8/3/2027	8/17/2027	7/8/2027	7/6/2027
7/26/2027 - 7/27/2027	8/23/2027	9/7/2027	9/21/2027	8/5/2027	8/3/2027
8/30/2027 - 8/31/2027	9/27/2027	10/5/2027	10/19/2027	9/9/2027	9/7/2027

Questions may be directed to the Building Services Department at (432) 837-3281, option 2.

CITY COUNCIL AGENDA ITEM REPORT

July 7, 2026

Agenda Item No. 8G

Department: Office of the City Secretary

Sponsor:

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: Approve



AGENDA ITEM

Approve Special Use Permit 2026-07-01, a special use permit allowing the applicant, Travis & Allie Brienne Waldrep, to establish a short term rental at 305 N. 1st St. The property owner of record is Travis & Allie Brienne Waldrep. The Parcel ID of the subject property is 35496. (C. Espinoza, Interim City Secretary)

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

1. 305 N 1st - STR Conditional Use App - NEW (1)_Redacted

BUDGET CONSIDERATIONS

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

APPROVERS

Alexandra Tackett, Deputy City Secretary



SHORT-TERM RENTAL/SPECIAL USE – CONDITIONAL USE PERMIT APPLICATION

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

Please complete one application per unit

New Application / Change in Application
 Existing Structure / New Construction

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

SECTION 1: PROPERTY INFORMATION

Property Name (Trade Name) THE ROCK HAVEN	Street Number 305	Street Name N 1st ST.
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LEGAL DESCRIPTION (must provide copy of survey or describe meets and bounds on 8 1/2 x 11 sheet)

Addition OT, BLOCK 21, .151AC OUT OF LOTS 3 & 4; ESMNT CONTAINING .028AC.	Block 21	Lot 3 & 4	
Present zoning district RESIDENTIAL	Square footage of property 1720 SF	Size of property lot 0.18 AC	Total Number of Units in Building 2

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

A. Individual Ownership

Owner First Name TRAVIS & ALLIE BRIANNE	Owner Last Name WALDREP	Primary Telephone Number
Mailing Address PO BO 2455 ALPINE, TX 79831		Email Address

B. Corporate Ownership

Ownership Form: <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Kiosk <input type="checkbox"/> Other (Please Explain)		
Business Name TBW LEGACY, LLC		
Contact First Name TRAVIS	Contact Last Name WALDREP	Primary Telephone Number
Mailing Address (cannot be P.O. Box) 305 N 1st ST, UNIT A ALPINE, TX 79830		Email Address

SECTION 3: PROPERTY MANAGER /DESIGNATED OPERATOR'S INFORMATION

First Name BRIANNE	Last Name WALDREP	Primary Telephone Number
Physical Address (must be located within 30 minutes of STR property) 305 N 1ST ST. UNIT A ALPINE, TX 79830		Email Address

STAFF USE ONLY

SUP number 26-008623	Finance Account Number	Permit Number
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CITY OF ALPINE STR LOCAL REPRESENTATIVE CERTIFICATION

New Change

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

Property Owner First Name TRAVIS & ALLIE BRIANNE	Property Owner Last Name WALDREP
Short-term Rental Address 305 N 1ST ST ALPINE, TX 79830	

LOCAL REPRESENTATIVE:		
First Name BRIANNE	Last Name WALDREP	Primary Telephone Number
Physical Address (cannot be P.O. Box) 305 N 1ST ST, UNIT A ALPINE TX 79830		
Mailing Address PO BOX 2455 ALPINE, TX 79831	Email Address	

Local Representative Responsibilities:

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

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

Local Representative Signature: _____ Date: _____

Property Owner's Signature: Allie B Waldrep Date: 6/2/2026

ACKNOWLEDGEMENTS

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

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

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

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

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

After a STR-SUP is approved, all short-term rentals must register with the city annually. There is a \$250 annual registration fee.

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

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


Applicant's Signature

ALLIE B. WALDREP
Printed Name

6/2/2026
Date

STR HOMEOWNER'S ASSOCIATION DECLARATION

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

NA
Address

NA
Managing HOA Representative Signature

Date

Or:

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

305 N 1ST ST ALPINE, TX 79830
Address

Alvin G. Waldrop
STR Owners Signature

6/2/2026
Date

STR PROOF OF PROPERTY INSURANCE

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

Alvin G. Waldrop
Property Owner's Signature

6/2/2026
Date

Property Owner's Signature

Date

Or:

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

Property Owner's Signature

Date

Property Owner's Signature

Date

GENERAL RELEASE OF LIABILITY

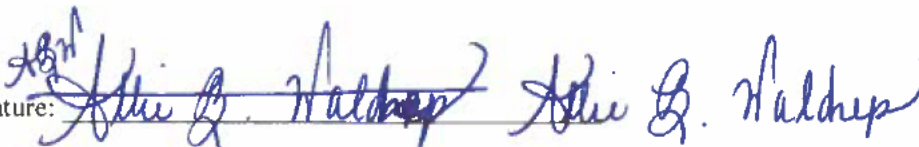
I, ALLIE B. WALDREP, of 305 N. 1st ST. - UNIT B,
 Short-Term Rental Operator Street Address
ALPINE, TX, 79830 (Hereinafter the "Releasor") have agreed to this General
 City State Zip
 Release of Liability ("Agreement") for no payment or consideration.

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

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

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

EXECUTED this JUNE day of 2, 20 20.

Releasor's Signature: 

Releasor's Printed Name: ALLIE B. WALDREP

SIGNATURE TO AUTHORIZE FILING OF A STR-SUP

Submit an additional signature page if necessary.

ALLIE B. WALDREP
Print Applicant Name

Allie B Waldrep
Applicant signature

The State Of Texas

County Of Brewster

Before Me Leticia Hernandez
Notary

on this day personally appeared Allie B Waldrep
Applicant

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

Seal

Given under my hand and seal of the office this 2nd day of June, A.D. 2020



Leticia Hernandez
Notary in and for the State of Texas

Print Applicant Name

Applicant signature

The State Of _____

County Of _____

Before Me _____
Notary

on this day personally appeared _____
Applicant

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

Seal

Given under my hand and seal of the office this _____ day of _____, A.D. _____

Notary in and for the State of Texas

SHORT TERM RENTAL INSPECTION CHECKLIST

Initial inspection: At the time of the initial application, the short-term rental shall be inspected by the Building Official or designee. The purpose of this inspection is to assure conformance of the dwelling unit with the International Residential Code, International Fire Code, Property Management Code and City of Alpine Short term Rental ordinance, related to potential safety issues and to establish maximum occupancy, including but not limited to an approve means of egress from every bedroom. A follow up inspection is included in the initial fee. Any further inspections will cost \$35.00 each. An inspection won't occur until all required application documents and permit fee have been received by the City. To request an inspection please call Building Services, 432.837.3281.

General requirements:

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

Sanitation:

- All plumbing fixtures connected to sanitary sewer with approved P-traps.
- All plumbing fixtures connected to approved water supply Hot and Cold water.
- No signs of mold or mildew on wall surfaces.
- No signs of infestation from rodents or insects.
- All sanitary facilities installed and maintained in safe and sanitary conditions

Safety:

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


Mechanical:

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

Structural:

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

I acknowledge the Short-term inspection checklist requirements.


Applicant's Signature

ALLIE B. WALDREP
Printed Name

6/2/2026
Date



EXHIBIT A

June 1, 2026

The Rock Haven
305 N 1st St-Unit B
Alpine, TX 79830

City of Alpine/To Whom it may concern:

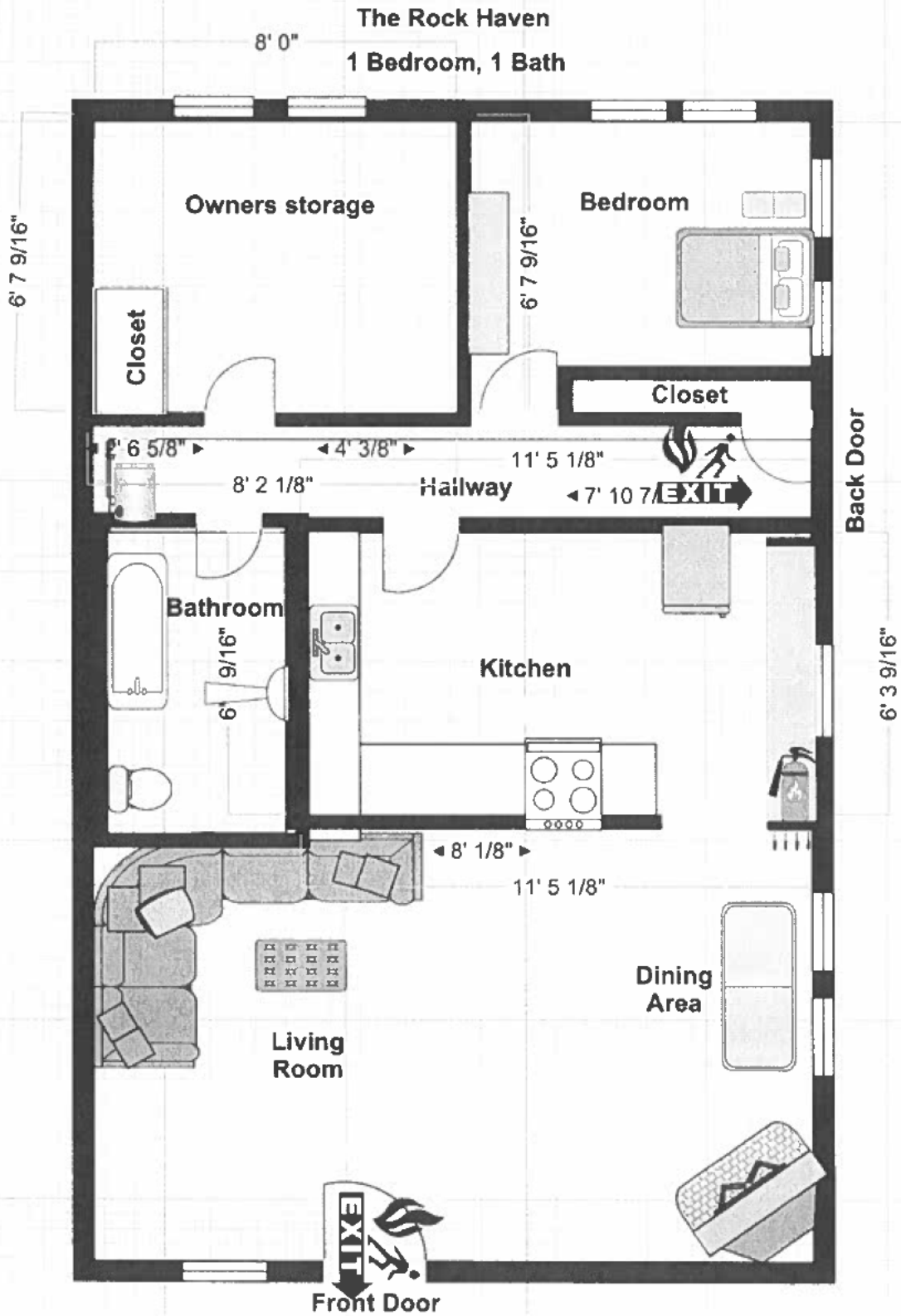
We are writing this letter for approval to operate as an STR.
The proposed STR will not cause harm to the value, use, or enjoyment of the other properties in the neighborhood. We believe this will only add to the value of the neighborhood with other surrounding homes being utilized as rentals and STR's and being conveniently located in town.

Sincerely yours,

Travis & Brienne Waldrep

Property owners

EXHIBIT B



THE ROCK HAVEN
305 N 1ST-UNIT B
ALPINE, TX 79830

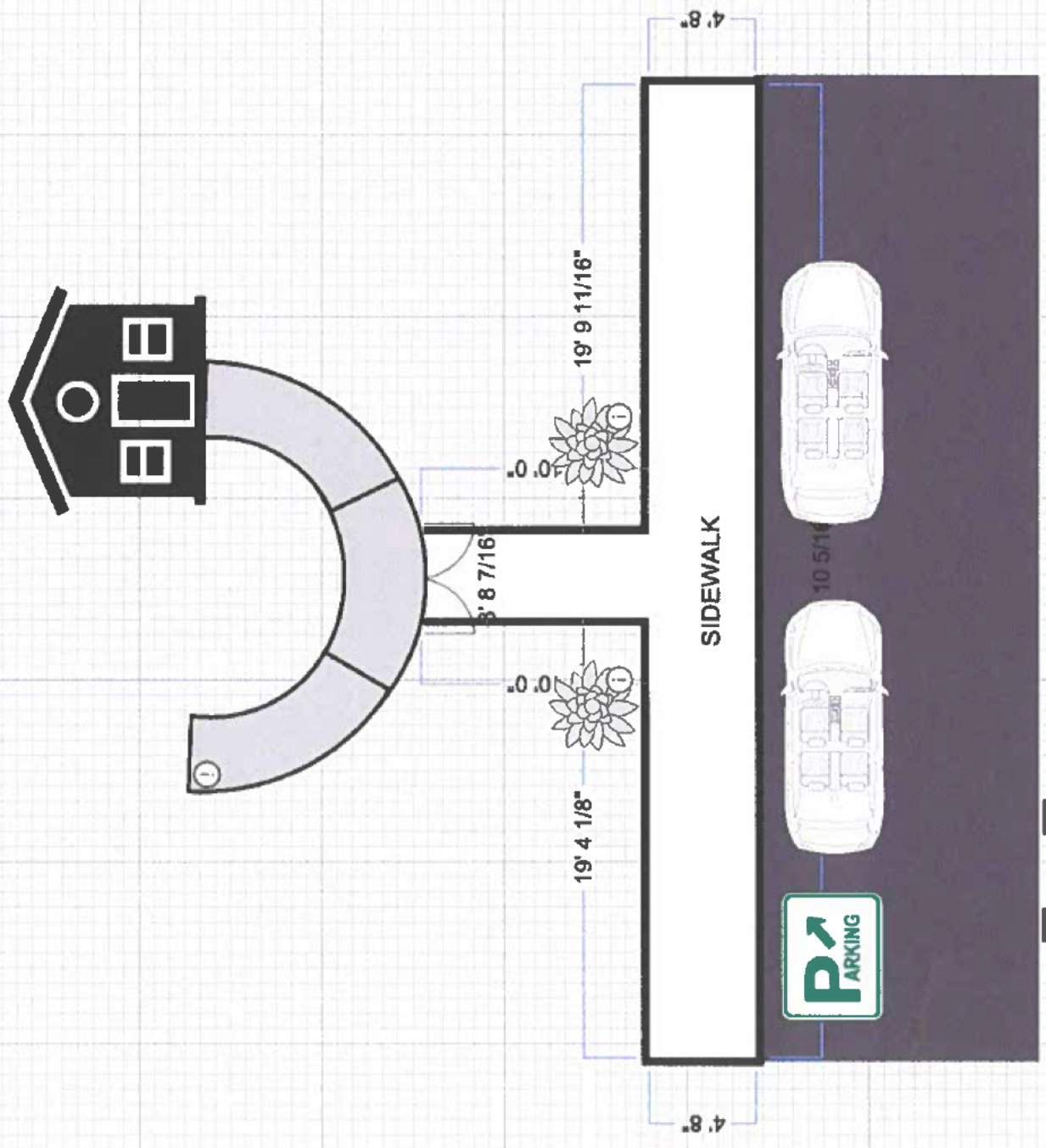


EXHIBIT F

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

SPECIAL WARRANTY DEED

Effective Date: April 6, 2024

Grantor: TRAVIS WALDREP and ALLIE BRIANNE WALDREP

Grantor's Mailing Addresses: 402 E. Brown St
Alpine, TX 79830-3108
Brewster County, Texas

Grantee: TBW LEGACY LLC

Grantee's Mailing Address: 402 E. Brown St
Alpine, TX 79830-3108
Brewster County, Texas

Consideration: TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable Consideration

Property (including any improvements):

Being 0.151 acres of land, more or less, out of Lots Three (3) and Four (4) Block Twenty-one (21), ORIGINAL TOWNSITE, City of Alpine, as shown on the Plat recorded in Volume 2, Page 97, Deed Records of Brewster County, Texas, being a portion of that certain tract described in Volume 372, Page 21, Official Public Records of Brewster County, Texas. Said 0.151 acres more particularly described in a Metes and Bounds Description attached hereto as Exhibit "A" and Plat of the survey attached hereto as Exhibit "C", dated June 19, 2021, prepared by Kevin Mueller, R.P.L.S. No. 5911, which Exhibits are made a part of this instrument by reference and incorporated herein for all purposes.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Subject to any unrecorded or prescriptive easement, either public or private, which exists or may be later claimed as existing for construction, maintenance, repair, and/or replacement of the "OVERHEAD UTILITY" crossing the land.

Subject to a 0.028 acre ACCESS EASEMENT along the South side of the Property, as shown in the Metes and Bounds Description attached hereto as Exhibit "B" and Plat of the survey attached hereto as Exhibit "C", dated June 19, 2021, prepared by Kevin Mueller, R.P.L.S. No. 5911, which Exhibits are made a part of this instrument by reference and incorporated herein for all purposes.

Subject to validly existing easements and rights-of-way, whether of record or not; rights of tenants, under unrecorded leases or tenancies; mineral interests outstanding in persons other than Grantor, if any; and taxes for 2024, which have been prorated and adjusted in cash as of the date hereof, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, WHEN THE CLAIM IS BY, THROUGH OR UNDER GRANTOR BUT NOT OTHERWISE, except as to the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED by Grantor on April 6, 2024, to be effective as of the Effective Date.

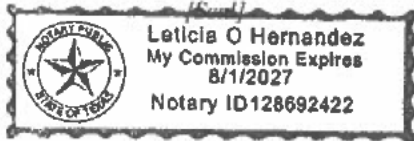
TRAVIS WALDREP

ALLIE BRIANNE WALDREP

(Acknowledgment)

STATE OF TEXAS §
COUNTY OF Brewster §

This instrument was acknowledged before me on April 6, 2024, by TRAVIS WALDREP and ALLIE BRIANNE WALDREP.


Notary Public, State of Texas

AFTER RECORDING RETURN TO:
BIG BEND TITLE, LLC
P.O. BOX 813
FORT DAVIS, TX 79734
GF# 11860-24-B

PREPARED IN THE LAW OFFICE OF:
JOSEPH P. JAMES
ATTORNEY AT LAW
729 MADILYNN CT
FREDERICKSBURG, TX 78624

Brewster County Appraisal District
PROPERTY 35496
Legal Description
LOT BLOCK 21, 151AC OUT OF LOTS 3 & 4; ESMINT
CONTAINING .028AC

OWNER ID 10/05/2021
40283
OWNERSHIP
100.00%

PROPERTY APPRAISAL INFORMATION 2024
TBW LEGACY LLC
402 E. BROWN ST
ALPINE, TX 79830

Values
IMPROVEMENTS 113,890
LAND MARKET + 16,224
MARKET VALUE = 130,114
PRODUCTIVITY LOSS - 0
APPRAISED VALUE = 130,114
CAP LOSS - 0
ASSESSED VALUE = 130,114

Entities
 11 100%
 2 100%
 21 100%
 4 100%
 CAD 100%

ACRES: .1790
EFF. ACRES:
APPR VAL METHOD: Cost

Ref ID2: 1927
SITUS 305 N 1st Alpine, TX 79830

GENERAL
UTILITIES
TOPOGRAPHY
ROAD ACCESS
ZONING
BUILDER
NEXT REASON
REMARKS

LAST APPR. Adela
 LAST APPR. YR 2019
 LAST INSP. DATE 11/10/2021
 NEXT INSP. DATE 01/01/2025

RENTAL PROPERTY.

BUILDING PERMITS
ISSUE DT PERMIT TYPE PERMIT AREA ST PERMIT VAL

SALE DT PRICE GRANTOR DEED INFO
 04/06/2024 ***** WALDREP TRAVIS & SWD / /
 03/15/2024 ***** 6012 AVENUE T L GWD / 0448 / 0639
 02/21/2023 ***** EGAN GREGORY ANISWD / 0434 / 0128

SUBD: 1109
TYPE DESCRIPTION MTHD CLASS/SUBCL AREA UNIT PRICE/UNITS BUILT EFF.YR COND. VALUE DEPR PHYS ECON FUNC COMP ADJ ADJ VALUE
 LA RF 1.720.0 RM RS2M 1.720.0 144 26 1 1920 1920 AV 248.127 60% 85% 90% 100% 100% 0.46 113,890
 1. RF STCD. A1 1.720.0 Homestead: Y (100%) 248,127 113,890

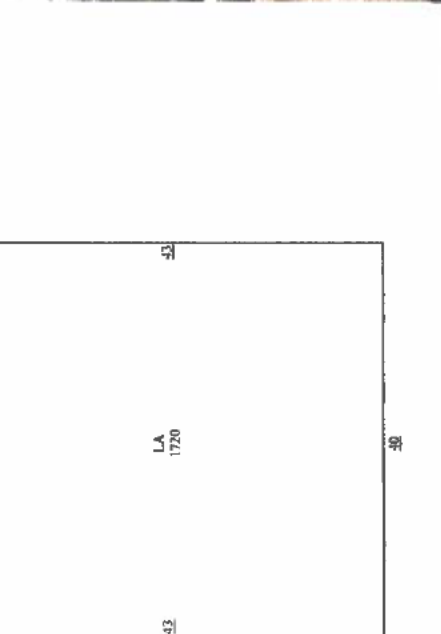
IMPROVEMENT INFORMATION
FOUNDATION
ROOF COVERING
FLOORING

IMPROVEMENT FEATURES
 FD1 0
 ROOF5 0
 FL3 0

LAND INFORMATION
DIMENSIONS 81.12X130 200.00 16,224 1.00 1.00 A
IRR WELLS: 0 Capacity: 0
AG CLASS AG APPLY AG TABLE AG UNIT PRC AG VALUE
 16,224 NO 0.00 0
 16,224 0

Oil Wells: 0

Effective Date of Appraisal: January 1 Date Printed: 05/20/2024 04:08:50PM by nicole

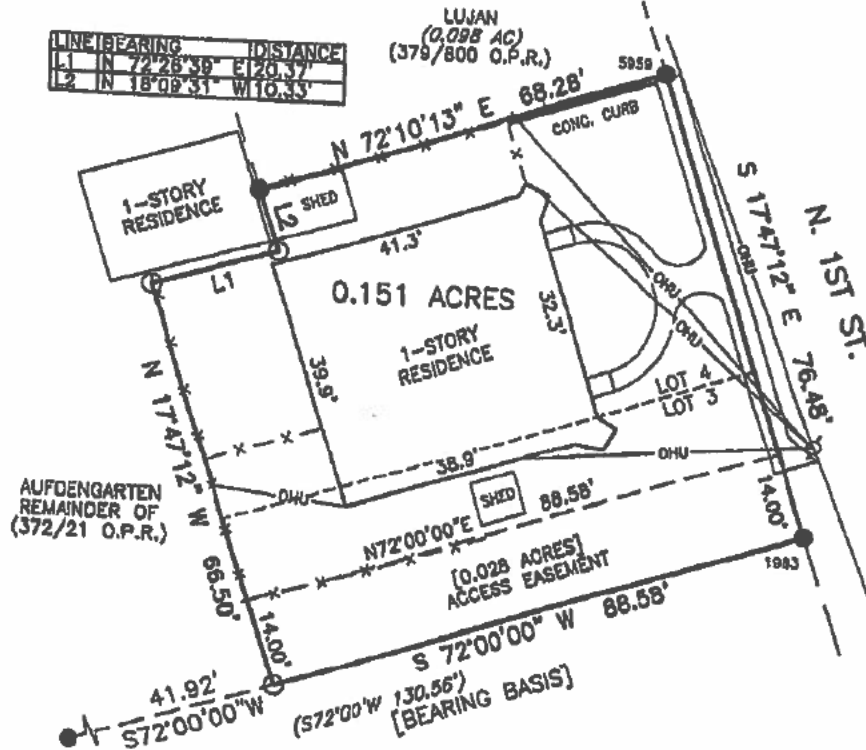


SURVEY PLAT

0.151 ACRES OUT OF LOTS 3 AND 4, BLOCK 21, ORIGINAL TOWNSITE, CITY OF ALPINE
 AS SHOWN ON PLAT RECORDED IN VOLUME 2, PAGE 97, DEED RECORDS OF BREWSTER COUNTY, TEXAS

BEING A PORTION OF THAT CERTAIN TRACT DESCRIBED IN VOLUME 372, PAGE 32
 OFFICIAL PUBLIC RECORDS OF BREWSTER COUNTY, TEXAS

ALPINE, TEXAS



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 [MUELLER]
 - ⊕ UTILITY POLE
 - DHU— OVERHEAD UTILITY
 - x - x - WOOD FENCE
 - () RECORD INFORMATION
- BEARING BASIS: AS SHOWN



ACCORDING TO FEMA FIRM MAP PANEL 4800850002B, DATED 11/18/1990, THIS TRACT APPEARS TO BE WITHIN ZONE X [AREAS OUTSIDE THE 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

08-19-2021

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

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

0.028 ACRES

[EASEMENT - 14FT WIDE]

0.028 ACRES OUT OF LOT 3, BLOCK 21, ORIGINAL TOWNSITE, CITY OF ALPINE, AS SHOWN ON PLAT RECORDED IN VOLUME 2, PAGE 97, DEED RECORDS OF BREWSTER COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT DESCRIBED IN VOLUME 372, PAGE 21, OFFICIAL PUBLIC RECORDS OF BREWSTER COUNTY, TEXAS, SAID 0.028 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a capped iron rod [1983] found in the west line of N. 1st St. for the southeast corner of said parent tract described in Volume 372, Page 21, and **POINT OF BEGINNING** of the herein described tract;

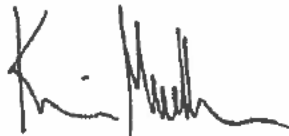
THENCE with the south line of said parent tract, **S 72°00'00" W**, a distance of **88.58** feet to a capped iron rod [MUELLER] set for the southwest corner of the herein described tract, from which an iron rod found for the southwest corner of said parent tract bears, **S 72°00'00" W**, a distance of **41.92** feet;

THENCE over and across said parent tract the following two (2) courses:

- 1) **N 17°47'12" W**, a distance **14.00** feet to a calculated point for the northwest corner of the herein described tract, and
- 2) **N 72°00'00" E**, a distance **88.58** feet to a calculated point in the west line of N. 1st St. for the northeast corner of the herein described tract;

THENCE with the west line of said N 1st St. **S 17°47'12" E**, a distance **14.00** feet to the **POINT OF BEGINNING** of the herein described tract, containing **0.028 ACRES** of land, more or less.

I, Kevin Mueller, do hereby certify that this description was prepared from a survey performed under my supervision during May and June 2021, and is true and correct to the best of my knowledge.



6-19-2021



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

EXHIBIT A-1

0.151 ACRES

0.151 ACRES OUT OF LOTS 3 AND 4, BLOCK 21, ORIGINAL TOWNSITE, CITY OF ALPINE, AS SHOWN ON PLAT RECORDED IN VOLUME 2, PAGE 97, DEED RECORDS OF BREWSTER COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT DESCRIBED IN VOLUME 372, PAGE 21, OFFICIAL PUBLIC RECORDS OF BREWSTER COUNTY, TEXAS, SAID 0.151 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a capped iron rod [1983] found in the west line of N. 1st St. for the southeast corner of said parent tract described in Volume 372, Page 21, and **POINT OF BEGINNING** of the herein described tract;

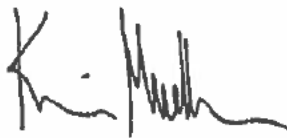
THENCE with the south line of said parent tract, **S 72°00'00" W**, a distance of **88.58 feet** to a capped iron rod [MUELLER] set for the southwest corner of the herein described tract, from which an iron rod found for the southwest corner of said parent tract bears, **S 72°00'00" W**, a distance of **41.92 feet**;

THENCE over and across said parent tract the following four (4) courses:

- 1) **N 17°47'12" W**, a distance **66.50 feet** to a capped iron rod [MUELLER] set for a northwest corner of the herein described tract,
- 2) **N 72°26'39 E**, a distance **20.37 feet** to a capped iron rod [MUELLER] set for a re-entrant corner of the herein described tract,
- 3) **N 18°09'31" W**, a distance **10.33 feet** to an iron rod found for the southwest corner of that certain 0.098 acre tract described in Volume 379, Page 800, Official Public Records of Brewster County, Texas, and
- 4) with the south line of said 0.098 acre tract, **N 72°10'13 E**, a distance **68.28 feet** to a capped iron rod [5959] found in the west line of said N 1st St. for the northeast corner of the herein described tract;

THENCE with the west line of said N 1st St. **S 17°47'12" E**, a distance **76.48 feet** to the **POINT OF BEGINNING** of the herein described tract, containing **0.151 ACRES** of land, more or less.

I, Kevin Mueller, do hereby certify that this description was prepared from a survey performed under my supervision during May and June 2021, and is true and correct to the best of my knowledge.



6-19-2021



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

EXHIBIT A

EXHIBIT A

LEGAL DESCRIPTION

0.151 acres of land, more or less, out of Lots Three (3) and Four (4) Block Twenty-one (21), ORIGINAL TOWNSITE, City of Alpine, as shown on the Plat recorded in Volume 2, Page 97, Deed Records of Brewster County, Texas, being a portion of that certain tract described in Volume 372, Page 21, Official Public Records of Brewster County, Texas. Said 0.151 acres more particularly described in a Metes and Bounds Description attached hereto as Exhibit "A" and a 0.028 acre Easement Tract on Exhibit A-1 and Plat of the survey attached hereto as Exhibit "B", dated June 19, 2021, prepared by Kevin Mueller, R.P.L.S. No. 5911, which Exhibits are made a part of this policy by reference and incorporated herein for all purposes.

NOTE: The Company is prohibited from insuring the area, acres or quantity of land described herein. Any statement in the legal description set out in Schedule A of the area, acres or quantity of land is not a representation that such area, acreage or quantity is correct, but is made only for informational and/or identification purposes and does not override Item #2 of Schedule B hereof.

Emergency

INFORMATION



LOCATION ADDRESS:

305 N 1st St-Unit B
Alpine, TX 79830



HOSPITAL - 432-837-3447 | 2600 N 118



FIRE DEPARTMENT - 432-837-2366



POLICE - 432-837-2366



POISON CONTROL - 800-222-1222

IN CASE OF EMERGENCY CALL 911

Instructions for obtaining severe weather, natural or man-made disaster alerts. Local alert service is available at: Brewstercountytx.com/hyper-reach

CITY COUNCIL AGENDA ITEM REPORT

July 7, 2026

Agenda Item No. 8H

Department: Administration

Sponsor: Henry Arredondo, City Manager

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: Approve



AGENDA ITEM

Approval of letter agreement to extend the Country Club Lease for 90 days (H. Arredondo)

EXECUTIVE SUMMARY

The proposed action is the **approval of a letter agreement extending the Country Club Lease for an additional 90 days**. This short-term extension is intended to provide the City and the Country Club adequate time to continue negotiations, finalize operational or financial terms, and address any outstanding issues related to the long-term lease arrangement.

The 90-day extension maintains the current lease conditions without modification, ensuring uninterrupted use of the facility and preventing any lapse in contractual obligations. This temporary measure supports continuity of services, protects City interests, and avoids disruption to public access or scheduled activities while both parties work toward a comprehensive long-term agreement.

Approval of the extension will authorize the City Manager to execute the letter agreement and formally extend the lease through the specified 90-day period.

SUPPORTING MATERIALS

1. Alpine_Real Estate_Country Club Lease Letter Agmt_[final]

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

CITY OF ALPINE

LETTER AGREEMENT TO EXTEND LEASE

This Letter Agreement (“Agreement”) is entered into by and between the City of Alpine, Texas (the “City”), and Alpine Country Club of Alpine (the “Lessee”).

RECITALS

WHEREAS, the City and Lessee are parties to that certain Lease Agreement for the operation of the Alpine Country Club and related facilities (the “Lease”); and

WHEREAS, the Lease was accepted by the Lessee on June 30, 2016 and is scheduled to expire June 2026; and

WHEREAS, the Parties are currently negotiating the terms of a new lease agreement;

WHEREAS, the Parties desire to continue the existing Lease while negotiations continue; and

WHEREAS, the Parties desire that all terms and conditions of the existing Lease remain in full force and effect during the extension period.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Extension of Lease.** The Parties agree that the Lease is hereby extended for a period of ninety (90) days beginning on June 22, 2026, and ending on September 22, 2026 (the “Extension Period”).
2. **Continuation of Existing Terms.** During the Extension Period, the Parties shall continue to be governed by and adhere to all terms, conditions, covenants, obligations, rights, and responsibilities contained in the Lease as though the Lease had not expired.
3. **No Modification of Lease Terms.** Except for the extension of the term provided herein, all provisions of the Lease shall remain unchanged and in full force and effect.
4. **Superseding Lease.** If the Parties execute a new lease agreement during the Extension Period, this Agreement shall automatically terminate upon the effective date of the new lease agreement.
5. **No Waiver.** Nothing contained herein shall be construed as a waiver of any rights, remedies, or obligations of either Party under the Lease.

6. **Authority.** The undersigned representatives certify that they are authorized to execute this Agreement on behalf of their respective Parties.

This Agreement shall become effective upon execution by both Parties.

EXECUTED this ____ day of _____, 2026.

CITY OF ALPINE, TEXAS

By: _____
Henry Arredondo, City Manager

ALPINE COUNTRY CLUB

By: _____

Name: _____

Title: _____

CITY COUNCIL AGENDA ITEM REPORT

July 7, 2026

Agenda Item No. 11A

Department: Administration

Sponsor: Catherine Eaves, Mayor

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: None



AGENDA ITEM

Discussion regarding meeting from Brewster County Groundwater Conservation District & the Meadows Research Institute, with Councilmembers Robert Rückes & Eva Martinez attending. (C. Eaves, Mayor)

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

None

BUDGET CONSIDERATIONS

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

APPROVERS

Alexandra Tackett, Deputy City Secretary

CITY COUNCIL AGENDA ITEM REPORT

July 7, 2026

Agenda Item No. 12A

Department: City Council

Sponsor: Robert Ruckes, Councilor

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: Approve



AGENDA ITEM

Approve the second and final reading of Ordinance 2026-06-05, an ordinance amending Chapter 2 – Administration, Article IV – Finance of the Alpine Code of Ordinances by adding Division 4 – Enterprise Fund Financial Management; Establishing financial management policies for City enterprise funds, including rate sufficiency requirements, reserve requirements, limitations on transfers of enterprise fund revenues, annual reporting requirements, and long-term financial sustainability standards; Providing for Findings of Fact, Enactment, Repealer, Severability, Proper Notice and Meeting, Inclusion in the Code of Ordinances, and Effective Date clauses. (R. Ruckes, City Council)

EXECUTIVE SUMMARY

This ordinance proposes amendments to Chapter 2 – Administration, Article IV – Finance of the Alpine Code of Ordinances by adding Division 4 – Enterprise Fund Financial Management. The ordinance establishes comprehensive financial management policies for the City’s enterprise funds to promote fiscal accountability, operational sustainability, and long-term financial stability. Key provisions include requirements for rate sufficiency to ensure enterprise funds generate adequate revenues to support operations, maintenance, debt obligations, and capital needs; establishment of reserve requirements; limitations on transfers of enterprise fund revenues to other City funds; annual financial reporting requirements; and standards for long-term financial planning and sustainability.

SUPPORTING MATERIALS

1. 2026-06-05 Enterprise Fund Financial Mgmt

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

ORDINANCE 2026-06-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS AMENDING CHAPTER 2 – ADMINISTRATION, ARTICLE IV – FINANCE OF THE ALPINE CODE OF ORDINANCES BY ADDING DIVISION 4 – ENTERPRISE FUND FINANCIAL MANAGEMENT; ESTABLISHING FINANCIAL MANAGEMENT POLICIES FOR CITY ENTERPRISE FUNDS, INCLUDING RATE SUFFICIENCY REQUIREMENTS, RESERVE REQUIREMENTS, LIMITATIONS ON TRANSFERS OF ENTERPRISE FUND REVENUES, ANNUAL REPORTING REQUIREMENTS, AND LONG-TERM FINANCIAL SUSTAINABILITY STANDARDS; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT, ENACTMENT, REPEALER, SEVERABILITY, PROPER NOTICE AND MEETING, INCLUSION IN THE CODE OF ORDINANCES, AND EFFECTIVE DATE.

WHEREAS, the City of Alpine, Texas, is a home rule municipality acting pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City owns and operates municipal utility systems, including water, wastewater, and gas utility systems, for the benefit of the citizens of Alpine; and

WHEREAS, the City Council recognizes the importance of maintaining financially stable and self-supporting enterprise funds in order to ensure the continued operation, maintenance, repair, replacement, and improvement of critical utility infrastructure; and

WHEREAS, the City Council finds that long-term financial sustainability of utility systems requires disciplined rate management, adequate reserve levels, proper financial planning, and restrictions on the use of enterprise fund revenues for unrelated purposes; and

WHEREAS, the City Council further finds that implementation of enterprise fund financial management standards will promote transparency, responsible fiscal stewardship, and protection of utility ratepayers; and

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City has authority to adopt ordinances necessary for the good government, peace, and order of the municipality and for carrying out powers granted by law; and

WHEREAS, the City Council finds that adoption of this ordinance is in the best interest of the public health, safety, and welfare of the citizens of Alpine and will support the long-term sustainability and reliability of the City's utility systems.

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

SECTION I

STATEMENT OF ACTION & FINDINGS OF FACT

Chapter 2 – Administration, Article IV – Finance of the Alpine Code of Ordinances is hereby amended by adding Division 4 – Enterprise Fund Financial Management, attached hereto as Exhibit “A” and incorporated herein for all purposes. The premises attached as Exhibit “A” are hereby found to be true and correct legislative and factual findings of the City Council of the City of Alpine and are hereby approved and incorporated herein as findings of fact.

SECTION II

INCLUSION IN THE CODE OF ORDINANCES

The provisions of this ordinance shall become and be made a part of the Code of Ordinances of Alpine, Texas. The sections of this 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 ordinances, in which event the conflicting provisions 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 shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance, since the same would have been enacted by the City Council without incorporation in this ordinance of any such unconstitutional phrase, 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 passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code.

SECTION VI

EFFECTIVE DATE

This ordinance shall take effect immediately upon its adoption and publication as required by law.

PASSED AND ADOPTED THIS 7th DAY OF JULY, 2026 BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.

INTRODUCTION AND FIRST READING

JUNE 16, 2026

SECOND AND FINAL READING

JULY 7, 2026

APPROVED:

Catherine Eaves, Mayor

ATTEST:

Alexandra L. Tackett
Deputy City Secretary

APPROVED AS TO FORM:

Cynthia Trevino, City Attorney

EXHIBIT “A”

EDITOR’S NOTE:

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

CHAPTER 2 – ADMINISTRATION

ARTICLE IV – FINANCE

DIVISION 4 – ENTERPRISE FUND FINANCIAL MANAGEMENT

SECTION 1 – PURPOSE

The purpose of this division is to establish enforceable financial policies governing the management of enterprise funds to ensure the long-term sustainability of utility systems and the proper use of revenues generated from those systems. This division is intended to ensure that revenues derived from utility services, including water, wastewater, and gas systems, are used for their intended utility purposes and are managed in a manner that:

- (1) fully funds operations and maintenance;
- (2) meets all debt service obligations;
- (3) supports capital improvements and infrastructure replacement; and
- (4) maintains adequate financial reserves.

It is further the intent of this division to promote disciplined rate management, reduce the likelihood of deferred maintenance or financial instability, and ensure that utility systems are operated as financially self-supporting enterprise funds for the benefit of current and future ratepayers.

SECTION 2 – ENTERPRISE FUND DESIGNATION AND APPLICABILITY

- (a) The City’s utility systems, including water, wastewater, and gas services, are and shall continue to be accounted for as enterprise funds and operated as self-supporting activities financed primarily through user charges.
- (b) The provisions of this division shall apply to all revenues, expenditures, and financial resources derived from or associated with the operation of such utility systems.
- (c) Enterprise fund revenues and resources shall be accounted for separately from General Fund revenues and shall not be commingled except as expressly authorized under this division.
- (d) No exception to the requirements of this division shall be made except by formal action of the City Council through ordinance or resolution.

SECTION 3 – RATE SUFFICIENCY AND ANNUAL REVIEW

- a) The City Council shall review utility rates and fee schedules annually and adopt adjustments by resolution as necessary to ensure compliance with this division.

- b) Utility rates shall be established and maintained at levels sufficient to:
 - 1) Fully fund operations and maintenance (O&M);
 - 2) Meet all debt service obligations;
 - 3) Maintain required reserve levels; and
 - 4) Fund capital improvements and infrastructure replacement.
- c) If at any time actual or projected revenues are insufficient to meet the requirements of this section, the City Council shall adopt corrective rate adjustments during the next budget cycle.
- d) In establishing rates, the City Council shall consider cost-of-service principles, system demand, inflationary impacts, and long-term financial sustainability.
- e) Nothing in this section shall be interpreted to limit the City Council's authority to implement multi-year rate plans, provided such plans are consistent with the requirements of this division.

SECTION 4 – INTERPRETATION AND CONSISTENCY

This division shall be interpreted in a manner consistent with generally accepted municipal finance principles for enterprise funds.

In the event of a conflict between this division and any other provision of the Code of Ordinances, the provisions of this division shall control with respect to enterprise fund management.

Nothing in this division shall be construed to limit the City Council's authority to set rates or manage municipal finances, provided such actions remain consistent with the requirements of this division.

SECTION 5 – CONTINUOUS RATE ADJUSTMENT AND LONG-TERM FINANCIAL SUSTAINABILITY

- (a) Following the completion of any adopted multi-year rate plan, including any rate study implementation, the City Council shall continue to review and adjust utility rates annually as necessary to maintain compliance with this division.
- (b) It is the policy of the City to implement timely and incremental rate adjustments to address changes in operating costs, system demand, inflationary impacts, and long-term infrastructure needs, with the objective of minimizing the need for large or infrequent rate increases.
- (c) In conducting annual rate reviews, the City Council shall consider:
 - 1) Changes in operations and maintenance costs;
 - 2) Capital improvement and infrastructure replacement needs;
 - 3) System demand and usage patterns;
 - 4) Inflationary and economic conditions; and
 - 5) Long-term financial sustainability of the utility system.
- (d) The failure to implement necessary rate adjustments that results in projected or actual noncompliance with the requirements of this division shall require corrective action pursuant to Section 3 of this division.

SECTION 6 – RESERVE REQUIREMENTS AND FUND BALANCE POLICY

- (a) Each enterprise fund shall maintain a minimum unrestricted reserve equal to three (3) months of operations and maintenance (O&M) expenses.
- (b) The City shall achieve and maintain a reserve level of at least six (6) months of O&M expenses within a reasonable period of time through rate adjustments and financial management practices.
- (c) It shall be the policy of the City to maintain a long-term reserve target of nine (9) to twelve (12) months of O&M expenses where feasible.
- (d) If an enterprise fund's reserve level falls below the minimum requirement established in subsection (a), the City Council shall take corrective action during the next budget cycle, which may include rate adjustments, expenditure controls, or other financial measures necessary to restore compliance.
- (e) Reserve funds shall be used only for:
 - 1) Emergency repairs or system failures;
 - 2) Unanticipated revenue shortfalls;
 - 3) Critical capital expenditures necessary to maintain system operation, safety, or regulatory compliance; or
 - 4) Other circumstances directly impacting the continued operation, safety, or regulatory compliance of the utility system;
- (f) Use of reserve funds for any purpose other than those listed above shall require approval by a supermajority vote of the City Council and must be supported by a written financial justification demonstrating that such use will not impair the long-term financial stability of the enterprise fund.

SECTION 7 – RESTRICTION ON USE OF ENTERPRISE FUND REVENUES

- a) Revenues generated by each enterprise fund shall be used solely for the purposes of operating, maintaining, repairing, improving, and replacing the utility system from which such revenues are derived, including the payment of debt service, funding of capital improvements, and maintenance of required reserves.
- b) Enterprise fund revenues shall not be used to support unrelated General Fund operations, programs, or capital projects, except as expressly authorized under this division.
- c) All expenditures of enterprise fund revenues shall be consistent with the requirements of this division and shall not impair the enterprise fund's ability to meet its obligations for operations and maintenance, debt service, reserve requirements, and capital improvement needs.

SECTION 8 – LIMITED TRANSFER AUTHORITY

- a) Transfers from an enterprise fund to the General Fund or any other fund shall not exceed five percent (5%) of the enterprise fund's annual operating revenue in any fiscal year.
- b) Any transfer of enterprise fund revenues shall require approval by a supermajority vote of the City Council, defined as at least two-thirds (2/3) of the full council membership, or such greater voting requirement as may be required by the City Charter or applicable law.
- c) Transfers shall be permitted only for the following purposes: (1) documented shared administrative or operational services that directly benefit the enterprise fund; or (2) extraordinary circumstances impacting public health, safety, or critical infrastructure.
- d) Transfers shall not be used to support routine General Fund operations, budget deficits, or unrelated capital projects.
- e) Prior to approval of any transfer, the City shall prepare a written financial analysis demonstrating that the proposed transfer will not impair the enterprise fund's ability to:
 - 1) fully fund operations and maintenance;
 - 2) meet all debt service obligations;
 - 3) maintain required reserve levels; and
 - 4) support planned capital improvements.
- (f) All transfers shall be disclosed as part of the annual budget and financial reporting process.

SECTION 9 – CONDITIONS FOR TRANSFER

- (a) No transfer of funds from an enterprise fund shall be authorized unless the enterprise fund is in compliance with the requirements of this division at the time of the proposed transfer.
- (b) For purposes of this section, compliance shall require that the enterprise fund:
 - 1) is fully funding operations and maintenance (O&M);
 - 2) is meeting all current and projected debt service obligations;
 - 3) is maintaining reserve levels at or above the minimum required under Section 6 of this division; and
 - 4) is reasonably funding capital improvements and infrastructure needs necessary to maintain system operation, safety, and regulatory compliance.
- (c) If an enterprise fund is projected to fall below any of the requirements listed in subsection (b) as a result of a proposed transfer, such transfer shall not be approved.
- (d) Determination of compliance shall be based on the most recent audited financial statements, where available, together with current budget projections and any financial analysis required under this division.
- (e) In the absence of current audited financial statements, the City shall utilize the most recent available financial data and shall proceed in good faith to restore compliance with audit requirements in accordance with applicable state law and reporting standards.

- (f) Nothing in this division shall be interpreted to prohibit transfers required by law or necessary to meet legally binding obligations of the City.

SECTION 10 – ANNUAL FINANCIAL REPORTING AND TRANSPARENCY

- (a) As part of the annual budget process, the City shall prepare and present a utility financial report for each enterprise fund.
- (b) The report shall include, at a minimum:
 - 1) Total revenues and expenditures;
 - 2) Operations and maintenance (O&M) costs;
 - 3) Debt service obligations and coverage;
 - 4) Reserve levels expressed in months of O&M;
 - 5) Capital improvement funding and planned infrastructure needs; and
 - 6) A comparison of actual financial performance to adopted budget projections.
- (c) The report shall include a written determination of compliance with the requirements of this division, including, but not limited to:
 - 1) Rate sufficiency;
 - 2) Reserve requirements; and
 - 3) Any transfers authorized during the fiscal year.
- (d) If the report identifies any actual or projected noncompliance with this division, the City Council shall take corrective action during the next budget cycle in accordance with Sections 3 and 5 of this division.
- (e) The report shall be presented to the City Council in a public meeting and shall be made available for public review.

SECTION 11 – COMPLIANCE AND REQUIRED ACTION

- (a) The City shall operate all enterprise funds in compliance with the requirements of this division.
- (b) (b) If at any time an enterprise fund is identified as being out of compliance with any provision of this division, the City Council shall take corrective action during the next budget cycle.
- (c) Corrective action may include, but is not limited to:
 - 1) Rate adjustments;
 - 2) Expenditure reductions;
 - 3) Deferral or reprioritization of capital projects; or
 - 4) Other financial measures necessary to restore compliance.
- (d) Failure to maintain compliance shall not relieve the City of its obligation to take corrective action under this division.

CITY COUNCIL AGENDA ITEM REPORT

July 7, 2026

Agenda Item No. 12B

Department: Administration

Sponsor: Henry Arredondo, City Manager

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: Approve



AGENDA ITEM

Approve the first reading of Ordinance Ordinance 2026-07-01, an Ordinance Approving Rezone Application 2026-07-01; Amending the Official Zoning Map of the City by Rezoning the Property Located at 1301 W Ave J and Legally Described as 2.0 acre tract of Land, more or less, known as Track One (1), out of the East One-half (E/2) of Lot Two (2), Means Addition, Subdivision “A”, to the City of Alpine, Brewster County, Texas, as the Same Appears in the Map or Plat Records on File in the Office of the County Clerk of Brewster County, Texas; Rezoning the Subject Property from R-2 Multi-Family District to R-4 Mixed Residential District; Providing Findings of Fact, Repealer, Severability, Effective Date, Proper Notice, and Hearing Clauses. (H. Arredondo, City Manager)

EXECUTIVE SUMMARY

The City Council will receive information and engage in discussion regarding a proposed zoning change for the property located at 1301 W Ave J, legally described as the 2.0 acre tract of Land, more or less, known as Track One (1), out of the East One-half (E/2) of Lot Two (2), Means Addition, Subdivision “A”, to the City of Alpine. The applicant, Thomas R. Lancaster, has requested that the zoning designation be changed from R-2 Two Family District to R-4 Mobile Home District.

The purpose of the request is to allow additional flexibility for residential development.

In accordance with statutory requirements and City procedures, the Planning & Zoning Commission conducted a public hearing on June 22, 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 July 7, 2026, and second and final reading on July 21, 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.

SUPPORTING MATERIALS

1. 2026-07-01 Rezone 1301 W Ave J -Lancaster Ordinance
2. Rezone App - Lancaster,Thomas 1301 W Ave J_Redacted

BUDGET CONSIDERATIONS

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

APPROVERS

Alexandra Tackett, Deputy City Secretary

ORDINANCE 2026-07-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS APPROVING REZONE APPLICATION 2026-07-01; AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY REZONING THE PROPERTY LOCATED AT 1301 W AVE J AND LEGALLY DESCRIBED AS 2.0 ACRE TRACT OF LAND, MORE OR LESS, KNOWN AS TRACK ONE (1), OUT OF THE EAST ONE-HALF (E/2) OF LOT TWO (2), MEANS ADDITION, SUBDIVISION “A” TO THE CITY OF ALPINE, BREWSTER COUNTY, TEXAS, AS THE SAME APPEARS IN THE MAP OR PLAT RECORDS ON FILE IN THE OFFICE OF THE COUNTY CLERK OF BREWSTER COUNTY, TEXAS; REZONING THE SUBJECT PROPERTY FROM R-2 MULTI-FAMILY DISTRICT TO R-4 MIXED RESIDENTIAL DISTRICT; PROVIDING FINDINGS OF FACT, REPEALER, SEVERABILITY, EFFECTIVE DATE, PROPER NOTICE, AND HEARING CLAUSES.

WHEREAS, Thomas R. Lancaster initiated a zoning change to update the zoning designation from R-2 Multi-Family District to R-4 Mixed Residential District for the property located at 1301 W Ave J; and

WHEREAS, the subject property is legally described as 2.0 acre tract of Land, more or less, known as Track One (1), out of the East One-half (E/2) of Lot Two (2), Means Addition, Subdivision “A” to the City of Alpine, Brewster County, Texas, as the same appears in the map or plat records on file in the Office of the County Clerk of Brewster County, Texas; and

WHEREAS, the subject property has a property identification number of 34385 in the public records of Brewster County, Texas, and the record owner of the property is Thomas R. Lancaster & Maribel Chacon Pena; and

WHEREAS, the applicant of the rezoning application seeks to add flexibility for residential development, including casita-style housing, the use of which is not acceptable under the current zoning designation; and

WHEREAS, on June 22, 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 June 4, 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 July 7, 2026 and July 21, 2026, regarding the request to rezone, public notice of which was duly provided to the public in the June 4, 2026 and July 2, 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 R-4 Mixed Residential District is hereby approved for the property located at 1301 W Ave J and legally described as Track One (1), out of the East One-half (E/2) of Lot Two (2), Means Addition, Subdivision “A” to the City of Alpine, Brewster County, Texas, as the same appears in the map or plat records on file in the Office of the County Clerk 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 July 7, 2026 and July 21, 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 June 4, 2026 and July 2, 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 21ST DAY OF JULY 2026 BY MAJORITY VOTE OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.

INTRODUCTION AND FIRST READING

JULY 7, 2026

SECOND AND FINAL READING

JULY 21, 2026

APPROVED:

Catherine Eaves, Mayor

ATTEST:

Clarinda Espinoza, Interim City
Secretary

APPROVED AS TO FORM:

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 1301 W. Ave J	Parcel ID# 34385
Legal Description MEANS A, Block 2 TR: 1, E/2 of Lot: 2	
Acreage of Site 2	Current Zone R2
OWNER INFORMATION	
Property Owner Thomas R. Lancaster	
Applicant Name Thomas R. Lancaster	
Applicant Mailing Address PO Box 269	
City, State, Zip Alpine, Tx 79831	
Telephone Number	Email Address
Project for which Rezoning is Sought 4 For more flexibility ^{to build} to creative and affordable housing.	
Applicable Section/ Subjection Ordinance Appendix C zoning - schedule of districts	Specific Use of the Property Residential
Existing Uses of Adjacent Properties Residential	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.

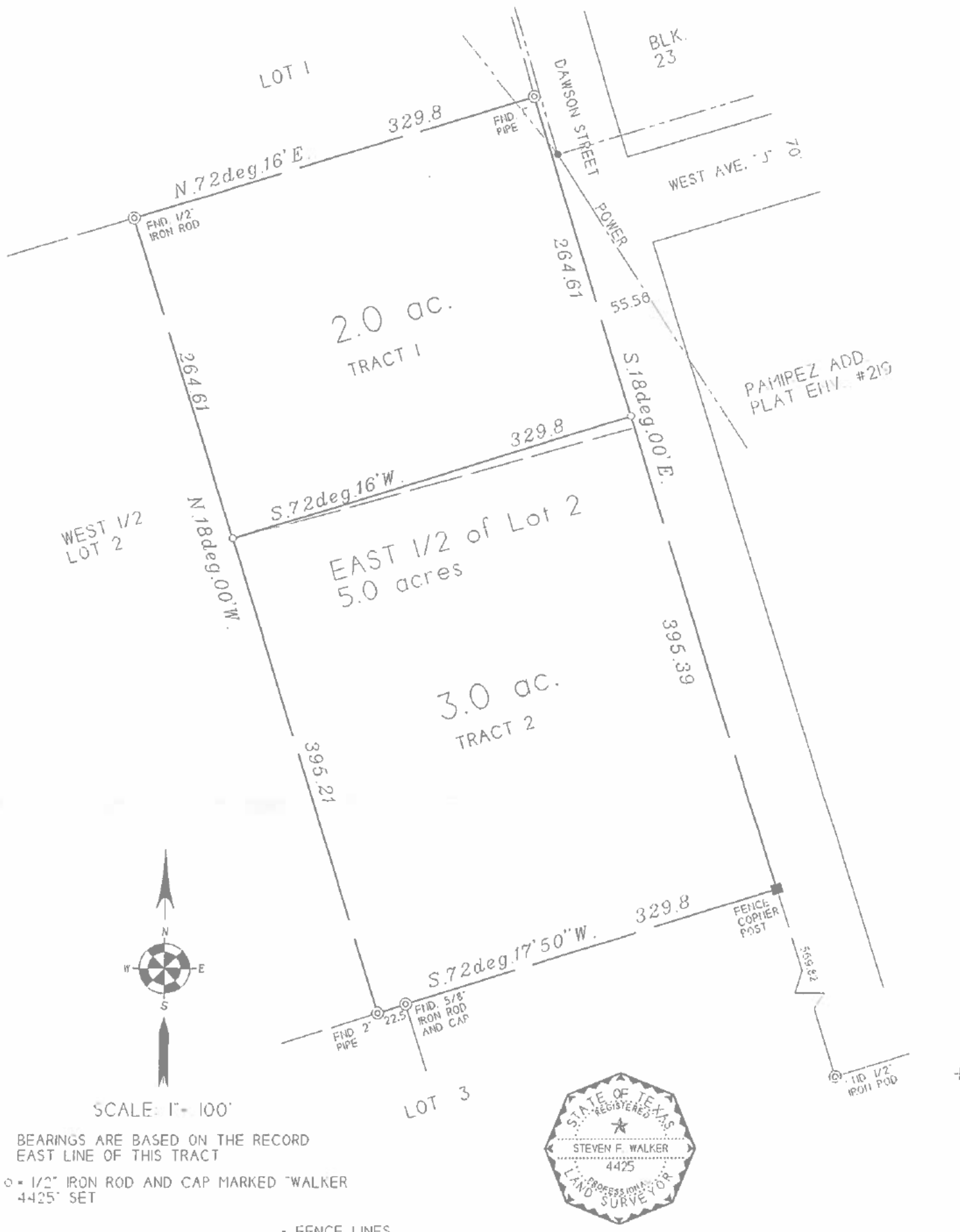
Thomas R. Lancaster Thomas R. Lancaster 5/22/26
Applicant's Signature Printed Name Date

FOR STAFF USE ONLY		
Permit No. 26-008616	Total Fees \$50000	Date 05/26/26

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





SCALE: 1" = 100'

BEARINGS ARE BASED ON THE RECORD EAST LINE OF THIS TRACT

○ = 1/2" IRON ROD AND CAP MARKED "WALKER 4425" SET

— — — — — FENCE LINES

PLAT of a survey of two tracts of land known as Tract 1 and Tract 2 out of the East 1/2 of Lot 2. Means Addition Subdivision "A", as per a plat on file in Envelope #63. Plat Records, in the office of the County Clerk, City of Alpine, Brewster County, Texas

ACCORDING TO THE FIRM MAP, COMMUNITY-PANEL NUMBER 480085 0002 B, DATED NOVEMBER 16, 1990, THIS TRACT IS IN ZONE X. AREAS OUTSIDE THE 500 YEAR FLOODPLAIN

TWO METES AND BOUNDS DESCRIPTIONS ACCOMPANY THIS PLAT

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

Steven F. Walker
 Steven F. Walker
 Registered Professional Land Surveyor #4425
 Date: July 9, 2015

WALKER LAND SURVEYING
 405 E. Ave "B"
 Alpine, TX
 79830
 432-837-7272
 FIR1 NO 10097800



CITY COUNCIL AGENDA ITEM REPORT

July 7, 2026

Agenda Item No. 12C

Department: Administration

Sponsor: Henry Arredondo, City Manager

Memo Prepared By:

Staff Recommendation: Approve



AGENDA ITEM

Approve Resolution 2026-06-13, a resolution adopting the City of Alpine Master Fee Schedule; Establishing Appendices A through H; Authorizing the periodic update of fees by resolution; Repealing conflicting resolutions; Directing implementation; And providing for an Effective Date. (H. Arredondo, City Manager)

EXECUTIVE SUMMARY

This resolution adopts the City of Alpine Master Fee Schedule, establishing a consolidated and standardized schedule of fees for municipal services, permits, facilities, and administrative functions. The Master Fee Schedule is designed to improve transparency, ensure consistency in fee administration, support cost recovery for City services, and provide a single reference document for residents, businesses, and City staff.

The Master Fee Schedule is organized into the following appendices:

- Appendix A: Utilities Fees
- Appendix B: Building Services Fees
- Appendix C: Animal Services Fees
- Appendix D: Administrative Fees
- Appendix E: Environmental Services Fees
- Appendix F: Parks and Recreation Fees
- Appendix G: Alpine Police Department Fees
- Appendix H: Airport Fees

Adoption of this resolution authorizes the implementation and use of the Master Fee Schedule as the official fee structure for the City of Alpine and provides a framework for future updates as needed by the City Council.

SUPPORTING MATERIALS

1. 2026-06-13 Master Fee Schedule Resolution
2. Comparative Table Master Fee Schedule

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

RESOLUTION 2026-06-13

A RESOLUTION OF THE CITY OF ALPINE, TEXAS ADOPTING THE CITY OF ALPINE MASTER FEE SCHEDULE; ESTABLISHING APPENDICES A THROUGH H; AUTHORIZING THE PERIODIC UPDATE OF FEES BY RESOLUTION; REPEALING CONFLICTING RESOLUTIONS; DIRECTING IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Alpine, Texas, periodically reviews municipal fees, rates, charges, permits, licenses, and service costs to ensure consistency, transparency, administrative efficiency, and the continued delivery of quality municipal services; and

WHEREAS, the City Council previously adopted and amended various departmental fee schedules through separate resolutions, including but not limited to utility fees, building services fees, animal services fees, administrative fees, and environmental services fees; and

WHEREAS, the City Council finds that consolidating municipal fee schedules into a unified Master Fee Schedule will improve administrative organization, simplify annual updates, enhance public accessibility, and promote consistency throughout the City’s Code of Ordinances and municipal operations; and

WHEREAS, the City Council further finds that allowing fee schedules to be updated periodically by resolution provides flexibility necessary for efficient municipal administration while maintaining public transparency and Council oversight.

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

SECTION I.

The City of Alpine Master Fee Schedule, attached hereto as Exhibit “A” and incorporated herein for all purposes, is hereby adopted as the official consolidated fee schedule of the City of Alpine.

SECTION II.

The Master Fee Schedule shall consist of the following appendices:

- Appendix A: Utilities Fees
- Appendix B: Building Services Fees
- Appendix C: Animal Services Fees
- Appendix D: Administrative Fees
- Appendix E: Environmental Services Fees
- Appendix F: Parks and Recreation Fees
- Appendix G: Alpine Police Department Fees

Appendix H: Airport Fees

SECTION III.

The fee amounts contained within each appendix may be amended, revised, updated, added, or repealed by subsequent resolution of the City Council unless otherwise required by the City Charter, state law, or specific ordinance provisions.

SECTION IV.

The City Manager, or designee, is hereby directed to implement and maintain the Master Fee Schedule and ensure the current fee schedules are made publicly available on the City's website.

SECTION V.

All resolutions or portions of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION VI.

This Resolution shall take effect immediately upon its passage.

PASSED, APPROVED, AND ADOPTED BY MAJORITY VOTE ON THIS 7TH DAY OF JULY, 2026 BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.

Catherine Eaves, Mayor

ATTEST:

Clarinda Espinoza
Interim City Secretary

**EXHIBIT “A”
CITY OF ALPINE MASTER FEE SCHEDULE**

APPENDIX A: UTILITIES FEES

FRANCHISE APPLICATION	FEE
Franchise Application Fee	\$250
SECURITY DEPOSIT	FEE
Residential water, sewer, and sanitation	\$250.00
Small Commercial water, sewer, and sanitation	\$300.00
Laundromats, recreational vehicle parks, washaterias, and any small business franchise	\$500.00
Housing units, industrial and/or agricultural users, motels, and concrete plants	\$1,500.00
WATER AND SEWER EXTENSIONS	FEE
1” or less Water extension of front footage, per linear foot	\$30.00
Greater than 1” water extension of front footage, per linear foot	At Cost
Water extension of front footage, per linear foot outside CCR	At Cost
4” Sewer extension of front footage, per linear foot	\$35.00
Greater than 4” sewer extension of front footage, per linear foot	At Cost
Sewer extension of front footage outside CCR	At Cost
WATER TAPS AND METER SETTINGS	FEE
¾ inch tap	\$1,500.00
1 inch tap	\$1,800.00
2 inch tap	AT COST + \$60/hour of labor and \$100/hour for Equipment – MINIMUM of two hours
Greater than 2 inch tap	AT COST + \$60/hour of labor and \$100/hour for Equipment – MINIMUM of two (2) hours
Water tap Impact fee	\$500.00 / Each street cut required
Residential 4 inch sewer tap	\$1,620.00
All other sewer taps	AT COST + \$60/hour of labor and \$100/hour for Equipment – MINIMUM of two (2) hours
Sewer tap Impact fee	\$500.00 / Each street cut required
METER AND CUTOFF	FEE
5/8 - inch meter	\$150.00
3/4 - inch meter	\$150.00
MINIMUM CHARGES FOR METERED ACCOUNTS – RESIDENTIAL RATES	FEE

¾-inch	\$12.00
1-inch	\$15.00
1½-inch	\$20.00
2-inch	\$24.00
MINIMUM CHARGES FOR METERED ACCOUNTS – COMMERCIAL AND SULLY STATE UNIVERSITY RATES	FEE
¾-inch	\$13.00
1-inch	\$16.00
1½-inch	\$21.00
2-inch	\$25.00
3-inch	\$38.00
4-inch	\$47.00
6-inch	\$62.00
8-inch	\$73.00
RESIDENTIAL AND COMMERCIAL WATER RATES PER METER	FEE
Minimum for the first 2,000 gallons	\$9.57
For every 1,000 gallons over 2,000 gallons	\$4.30
For every 1,000 gallons over 5,000 gallons	\$4.35
For every 1,000 gallons over 12,000 gallons	\$4.40
For every 1,000 gallons over 25,000 gallons	\$4.50
For every 1,000 gallons over 100,000 gallons	\$4.60
<i>Rates Outside the City Limits</i>	<i>Water Rates outside the City Limits shall be one and one-half times the minimum in-city amended rates</i>
BULK WATER RATES	FEE
For first 1,000 gallons	\$50.00
For the next 1,000 gallons and thereafter/per 1,000	\$45.00
Effluent bulk water	
DELINQUENCY	FEE
Disconnect Fee	\$35.00
Reconnect Fee	\$35.00
Meter re-read after 1st re-read within 1 year of service	\$25.00
Vacation fee on	\$25.00
Vacation fee off	\$25.00
Meter testing fee	At Cost
Faulted Meters	Expense of the City

Non-Faulted meters	Expense of the customer AT COST plus \$60/hour of labor and \$100/hour for Equipment – MINIMUM of one (1) hour
TAMPERING CHARGE	FEE
Tampering Fee	\$150 + Damages, any additional cost to fix, water usage, and possible criminal charges
SEWER RATES	FEE
Residential flat rate	\$17.50
<i>Commercial</i>	
Minimum rates for the first 4,000 gallons on the average water consumption of the previous 12 months	\$14.55
Minimum rates for every 1,000 gallons over 4,000	\$2.78
Camera Fee	\$75.00
LIQUID SEWAGE WASTES FEES	FEE
0 to 300 gallons	\$75.00
Spillage cleanup fee	\$150.00
GAS RATES	
Gas rates are set by City Council via contract with Natural Gas Vendor	
To determine the Spot Rate: Cost of gas 5% allowance for losses, Contracted Rate x 1.05 = Amount	
Plus, Cost of Service, City of Alpine	\$12.00
EXCESS FLOW VALVE (EFV) IN GAS DISTRIBUTION SYSTEMS: EFFECTIVE JUNE 20, 2017	FEE
Poly Services	\$250.00
Steel Services	\$750.00
SECURITY DEPOSIT	FEE
Residential Deposits	\$250.00
Small commercial to include but not be limited to grocery stores, shops, storages, automatic laundry, automobile parking lots, bakery, bank, barber and beauty shops, billiard or pool hall, cafeteria, clinic, cleaning and pressing shops, drug store, filling station, florists shop, ice retail distributing, mortuaries, picture theater, office, radio repair and sales, real estate office, restaurants, taverns, radio studio, shoe repair, stores and shops for the sale of products at retail, stores and shops for custom work or the making of articles to be sold at retail on the premises, and studios (art, music, photo, etc.)	\$300

Laundromats, recreational vehicle parks, washaterias and any small business franchise	\$500.00
Housing units, industrial and/or agricultural users, motels and concrete plants	\$1,500.00
PENALTIES, DISCONNECT, RECONNECT, AND OTHER MISCELLANEOUS SERVICE FEES	FEE
Meter re-read after first re-read within one year of service	\$25.00
Vacation fee on	\$25.00
Vacation off	\$25.00
Customers with 500 MCF'S and over shall receive a \$3.00 per MMBTU discount.	
Disconnect Fee	\$35.00
Reconnect Fee	\$35.00
Late Fee	%5 of Gas Billed
Meter Guard Fee	\$200.00
TAMPERING CHARGE	FEE
Tampering Fee	\$150 + Damages, any additional cost to fix, gas usage, and possible criminal charges.
GAS TAP FEES	FEE
Retirement of gas tap	\$500.00
1" gas tap	\$1,000.00
Retirement of gas tap & relocate	\$1,500.00
Over 1" gas tap	At Cost
Main Extensions	\$10.00 per linear foot
Gas tap Impact fee...\$500.00 each cut required	\$500.00 each cut required
GARBAGE & SANITATION RATES	
<i>Garbage & Sanitation Rates are set by City Council via Contract with Waste-Hauler Contractor Company</i>	
Garbage Permit Deposit	\$200.00

APPENDIX B: BUILDING SERVICES FEES

DISCOUNTED RATES	FEE
501(c)(3) Organizations	Building Permit Fees Waived, excluding a \$50.00 Application Fee. Will need verification of 501(c)(3) status.
City of Alpine Full Time Employees actively employed	Permit Fees Waived, excluding a \$50.00 Application Fee. Verification of employment with current pay stub required.
PERMIT FEES FOR RESIDENTIAL AND COMMERCIAL	
ALL PERMIT FEES DO NOT INCLUDE \$100 INSPECTION FEE(S)	
NEW CONSTRUCTION	FEE
R-1 & R-2, R-4, all residential dwellings (detached one- and two family dwellings, townhomes, multi-family quadplex or triplex, cottage accessory dwelling units, garages and casitas,	\$0.55/square foot total area under roof
R-3 residential dwellings (apartments, condominiums, three and four family dwellings), multi-family quadplex or triplex,	\$0.30/square foot total area under roof
New Commercial Building (C0, C-1, C-2, C1a)	\$700.00 Flat fee + \$.06 per sq/ft
ALTERATIONS	FEE
R-1, R-2, R-4, and all residential dwellings, detached one- and two-family dwellings, townhomes, multi-family quadplex or triplex, cottage, accessory dwelling units, casitas, and garages	\$0.25/square foot total area of alteration
R-3 residential dwellings (apartments, condominiums, three and four family dwellings), multi-family quadplex or triplex	\$0.20/square foot total area of alteration
Commercial Building (C0, C-1, C-2, C1a)	\$0.15/square foot total area of alteration
ADDITIONS	FEE
R-1 & R-2 residential dwellings, detached one- and two-family dwellings, cottage, accessory dwelling units, casitas, townhomes and garages	\$1.00/square foot total area of addition
R-3 residential dwellings (apartments, condominiums, three and four family dwellings), multi-family quadplex or triplex	\$0.75/square foot total area of addition
Commercial Building (C0, C-1, C-2, C1a)	\$0.50/square foot total area of addition
MISCELLANEOUS DEVELOPMENT FEES	FEE
Stand-Alone permits or permits not stated (foundation repair, window replacement, insulation energy compliance, demolition)	\$75.00
Residential Pool	\$150.00
Carport / Pergola (Detached/ stand alone Non-Conforming)	\$50.00

Accessory building permit	\$50.00 Flat Fee
Residential Fence	\$50.00 Flat Fee
Roofing Replacement/Repair	\$0.05/square foot

OTHER INSPECTIONS AND FEES

ALL PERMIT FEES DO NOT INCLUDE \$100 INSPECTION FEE(S)

DESCRIPTION	FEE
Electric Reconnect (outside inspection Only)	\$50.00 Inspection Fee only
Gas Test Only	\$100.00 Inspection Fee only
Certificate of Occupancy	\$100.00
Inspections outside of normal business hours	\$100.00
Work commencing before permit issuance	\$500.00
Reinspection Fee (Fee applied at discretion of Building Official)	\$100.00

DESCRIPTION	FEE
Permit Extension Fee	\$100.00
Additional plan review required by changes, additions or revisions to plans	\$42.00 per hour
Use of outside consultants for plan checking/inspections	Actual Cost
Plan review fee	45% of building permit fee in addition to building permit fee
Alpine ISD	25% of fees established in Appendix B; Section 1
Lot drainage fee	\$50.00
Automatic Fire Extinguisher systems Compressed Gases, Fire alarm detection systems and related equipment	3 rd Party testing and inspections required

TRADES PERMIT FEES

ALL PERMIT FEES DO NOT INCLUDE \$100 INSPECTION FEE(S)

All applications must include square footage of project in addition to all work conducted unless specific work is isolated to exterior work only.

TYPE OF OCCUPANCY	BUILDING AREA SQ/FT	PERMIT FEES
All residential, R-1, R-2 single family, duplex, townhouse, new construction, additions (per unit), multi-family quadplex or triplex, cottage accessory dwelling units, and casitas Total sq/ft under roof	1-749	\$50.00
	750-1,199	\$65.00
	1,200-1,500	\$75.00
	1,501-1,750	\$85.00
	1,751-2,000	\$90.00
	2,001-2,250	\$100.00
	2,251-3,000	\$105.00
	3,001-3,500	\$115.00
	3,501-4,000	\$120.00
	4,001+	\$140.00
TYPE OF OCCUPANCY	BUILDING AREA SQ/FT	PERMIT FEES

All residential, R-1, R-2 single family, duplex, townhouse, new construction, additions (per unit), multi-family quadplex or triplex, cottage accessory dwelling units, and casitas Total sq/ft under roof	1-749	\$50.00
	750-1,199	\$65.00
	1,200-1,500	\$75.00
	1,501-1,750	\$85.00
	1,751-2,000	\$90.00
	2,001-2,250	\$100.00
	2,251-3,000	\$105.00
	3,001-3,500	\$115.00
	3,501-4,000	\$120.00
4,001+	\$140.00	
TYPE OF OCCUPANCY	BUILDING AREA SQ/FT	PERMIT FEES
A,E,I,R-3, Hotels, apartments, drinking/dining, educational, assembly, institutional	1-500	\$50.00
	501-100,000	\$50.00 + \$0.035/sqft
	100,001-500,00	\$3,500 + \$0.03/sqft
	500,001+	\$15,000 + \$0.02/sqft
B,F,H,M,S,U, Office retail, wholesale, garages, factories, workshops, service stations, warehouse	1-500	\$50.00
	501-50,000	\$50.00 + \$0.01/sqft
	50,001-100,00	\$182.00 + \$0.007/sqft
	100,001+	\$582.00 + \$0.003/sqft
CONTRACT		
MECHANICAL		FEE
Mini Split/Air Handler		\$50.00
Condensing Unit (# tons)		\$50.00
Condensing Unit/Heat Pump		\$10.00
Indoor Condensing Unit		\$10.00
Walk-In Freezer		\$50.00
Duct Outlet		\$20.00
Heat Pump		\$60.25
Refrigeration Unit (# tons)		\$60.25
Electric Heat Strips		\$60.25
Cooling Coil		\$60.25
Gas Furnace, Gas		\$90.60
Wall Furnace, Gas		\$90.60
Unit Heater, Gas		\$90.60
Radiant Heater, Gas		\$90.60
Exhaust Fan, Commercial/Residential		\$60.25
Curtain Fire Damper		\$20.00
Fire Damper		\$20.00
Condenser, No Compressor		\$60.25
Residential Dryer Exhaust Duct		\$60.25
Rooftop Unit, Electric ___ SEER		\$15.85

Fan Coil Unit	\$60.25
Fan Powered Box	\$60.25
Type II Range Hood (Steam)	\$60.25
Chiller (#)	\$60.25
Absorption Unit (# tons)	\$60.25
Reach-In Cooler	\$60.25
Wall Mounted Unit	\$60.25
Gas Boiler, Steam	\$90.60
Make-Up Air	\$60.25
Electric Furnace	\$60.25
Floor Furnace, Gas	\$90.60
Unit Heater, Electric	\$60.25
Radiant Heater, Electric	\$60.25
Ventilation/Energy Recovery Unit Fan	\$60.25
Ceiling Fire Damper	\$20.00
Smoke/Fire Damper	\$20.00
Commercial Dryer Exhaust Duct	\$90.60
Rooftop Unit, Gas ___ SEER	\$15.85
Variable Air Volume Unit	\$60.25
Type I Range Hood (Grease)	\$60.25
Fume Hood	\$60.25
Cooling Tower (# tons)	\$60.25
Walk-In Cooler	\$60.25
Icemaker (Split System)	\$60.25
Gas Boiler, Hot Water	\$90.60
Evaporative Cooler	\$60.25
Duct Heater, Gas	\$90.60
Hot Water Coil	\$60.25
ELECTRICAL	FEE
General Purpose Outlets/Equipment Devices Less Than 1 HP Motor	\$50.00
Dedicated Equipment/Appliance Outlets 20 Amp and Above	\$50.00
Motors	\$50.00
Gear Items	\$50.00
ELECTRICAL - MISCELLANEOUS	FEE
Underground Work/100 Linear Feet	\$50.00
Outside Overhead Work/100 Linear Feet	\$50.00
Foundation/Concrete Encased Electrode	\$50.00
Control/Low Voltage Systems Over 50 Volts	\$50.00
ELECTRICAL - LIGHT FIXTURE	FEE

HID Fixtures/Ceiling Fans	\$50.00
Fluorescent Fixtures & Ballast Retrofits	\$50.00
Sign Circuit	\$50.00
UPS/Generator (Emergency & Temporary)/Distributed Generation/Storage Batteries/Solar Panel (Each)	\$10.00
Temporary Wiring: Temporary Pole	\$25.00
Service Upgrade	\$100.00
PLUMBING	FEE
Water Heater Gas/Electric	\$8.00
Water Heater Vent	\$8.00
Water Softener	\$17.00
Plumbing Fixture (replacement of water or drain lines, water tempering or tub/shower valves, expansion tank, PRV, etc.)	\$7.00
Roof Drains	\$7.00
Reverse Osmosis	\$7.00
GAS RELATED	FEE
1-5 Terminations	\$10.00
Each Additional Termination	\$3.00
Termination Extension	\$8.00
Replace Gas Line	\$8.00
Split Meter	\$8.00
Move Meter	\$8.00
Gas Conversion	\$8.00
MEDICAL GAS	FEE
1-5 Terminations	\$13.00
Each Additional Termination	\$3.00
RESIDENTIAL FIRE SPRINKLER SYSTEMS (MRFSS)	FEE
Per Fixture/Head	\$7.00
BACKFLOW PREVENTION ASSEMBLIES	FEE
Install or Replacement	\$15.00
Customer Service Inspection	\$8.00
TRAPS AND INTERCEPTORS	FEE
0-500 gal	\$12.00
501+ gal	\$17.00
IRRIGATION	FEE
Residential Irrigation	\$150.00
Commercial Irrigation	\$200.00
Plan Review	\$100.00
WATER SUPPLY LINES	FEE

0-100 ft	\$50.00
101-250 ft	\$55.00
251-500 ft	\$60.00
501-1000 ft	\$75.00
1001-2000 ft	\$100.00
2001-3000 ft	\$125.00
Over 3001 ft	\$150.00
Additional fee for each 200 ft or part thereof over 3001 ft	\$25.00
SEWER	FEE
0-60 ft	\$50.00
61-150 ft	\$60.00
151-300 ft	\$75.00
301-500 ft	\$90.00
501-750 ft	\$100.00
751-1000 ft	\$120.00
Over 1000 ft	\$150.00
Additional fee for each additional 100 ft or part thereof over 1000 ft	\$100.00
RECLAIMED WATER / DRAIN LINE	FEE
1-4 Openings	\$40.00
Each Additional Opening	\$5.00
ZONING AND LAND USE	
Sign Permit	\$75.00
Short Term Rental Annual Permit and Renewal	\$250.00 Flat fee
Short Term Rental Application / Special Use	\$500.00
Replat / Plat	\$500.00 Flat fee
Rezone	\$500.00 Flat fee
Special Use/ Conditional Use	\$500.00 Flat fee
Residential Flat Work (Driveways, Sidewalks, Curb Cuts)	\$50.00 Flat fee
Variance	\$500.00 Flat fee
Coin Establishment / Special Use	\$500.00 Flat fee

APPENDIX C: ANIMAL SERVICES FEES

IMPOUND	FEE
Regular impound fee/ night stay	\$20
Impound fees for large animals (livestock)	At Cost
Small animal quarantine fee for full 10 night stay	\$250
Small animal quarantine fee/ night stay \$20	\$25
Large animal quarantine fee due to known exposure	At Cost
Small animal quarantine due to known exposure	\$50/day
CREMATION	FEE
<i>Communal Prices per pound</i>	
0-30 lbs	\$40
31-50lbs	\$55
51-70 lbs	\$70
71-90 lbs	\$85
over 90 lbs	\$100
<i>Private prices per pound</i>	
0-30 lbs	\$110
31-50 lbs	\$130
51-70 lbs	\$150
71-90 lbs	\$170
over 90 lbs	\$190
<i>Removal of deceased animal</i>	
Pets (owned pets)	\$15
UPS shipping of remains	\$40
MICROCHIPPING	FEE
Includes chipping and registration	\$15
MEDICAL	FEE
<i>Vaccines</i>	
Feline Felv/FVRCP combo	\$25
Canine bordetella	\$18
Canine Distemper	\$18
<i>Snap tests</i>	
Feline Felv/FIV snap test	\$25
Canine 4DX snap test	\$25
<i>Other medical</i>	
Small animal euthanasia	\$50
Large animal euthanasia	At Cost
<i>Other medical</i>	
Small animal euthanasia	\$50
Large animal euthanasia	

ADOPTION	FEE
Regular adoption	\$100
Thrift store cats	\$50
Pet of the week	\$50
Adoption events	\$50
SURRENDER	FEE
Cat or dog surrender	\$40
CITY LICENSING	FEE
City license for spayed/ neutered animals	\$10
City license for unaltered animals	\$20
City license renewal	\$5
PERMITS	FEE
Large livestock	\$25
Small livestock	\$25
Yearly renewal for large and small	\$10
Relocation of permit to different address	\$25
Permit for kennels	\$50
Yearly renewal for kennels	\$25
DANGEROUS DOGS	FEE
Registration fee	\$100
Removal of animal from City Limits	\$100

APPENDIX D: ADMINISTRATIVE FEES

Appendix D: Administrative Fees	
ADMINISTRATION	FEE
Alcohol Permit	\$25.00
Banner Permit	\$25.00
Live Music Permit - Single	\$50.00
Live Music Permit - Annual	\$250.00
Movie Filming - Processing Application Fee	\$25.00
Movie Filming - Use of City Equipment and Personnel (determined by City Manager)	Determined by City Manager
Movie Filming - Use of City - Owned Real Estate	Determined by City Manager
Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public areas.	\$500.00
Partial, non-disruptive use of a public building, park right-of-way, or public area.	\$250.00
Total closure or obstruction of public street or right -of-way, including parking lots and on-street parking.	\$50.00
Partial closure or obstruction of public street or right-of-way, including parking lots and on street parking.	\$25.00
Use of City parking lots, parking areas, and City streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles)	\$50.00
ALCOHOL PERMIT	FEE
Application/Permit Fee	\$25.00
Deposit for any Park in City of Alpine	\$30.00
CIVIC CENTER	FEE
Full Day Rental Fee Commercial General Public (keys are picked up prior day and are given day after event to clean)	\$600.00
Additional fee for days prior to event	\$50.00
Full Day Non-Profit Organization	\$100.00 for any additional days
Full Day Government Agency	\$100.00 for any additional day
Security per hour for 2 officers	\$40.00 per hour for 1 officer
Deposit (facility rental damage & cleaning fee)	\$250.00
Cost for Damages	
Rectangle Table	\$150.00
Round Table (5')	\$225.00

Chair	\$75.00
Lost key	\$100.00
Late return Key (per day)	\$75.00
Unlocked Door (per day)	\$75.00
Lights left on overnight (per day/night)	\$50.00
A/C's or Heater not turned off (per day)	\$50.00
Alcohol penalty charge	\$500.00
Damages to facilities, window, doors, wall, etc.	Repair/Replacement Cost
Miscellaneous	
Fee for Electric Pedestal	\$50.00
Fee for Stage (taking it down and setting it up)	\$250.00
Minimum fee for any other damages (throwing of trash-sweeping, décor left behind, etc.)	\$100.00
Speaker (Sound System)	\$100.00
Adding a provision to the Civic Center's rules and regulations of a \$25 fee be applied for each instance and individual rule is broken.	\$25.00 for any rule broken
PUBLIC INFORMATION	
Public Information Request	Set by State Law

APPENDIX E: ENVIRONMENTAL SERVICES FEES

TIRES	FEE
Passenger Car/Light Truck Tire (Up to 22")	\$5.00
Passenger Car/Light Truck Tire & Rim (Up to 22")	\$10.00
Oversized Truck Tire (23" and up)	\$35.00
Oversized Truck Tire & Rim (23" and up)	\$50.00
Tractor Tire	\$75.00
Tractor Tire	\$100.00
Service Fee A	2.6%
Service Fee B	\$0.22
REFRIGERANT REMOVAL	FEE
Refrigerant Removal <i>(With Sanitation Account or permit)</i>	\$0.00
Refrigerant Removal Residential Source <i>(No sanitation account or permit)</i>	\$75.00
TREE LIMBS / YARDWASTE	FEE
Residential DIY Tree limbs <i>(With Sanitation Account or permit)</i>	\$0.00
Tree limbs (Residential Source) <i>(For-large trailers, No sanitation account or permit)</i>	\$50.00/CUBIC YARD (CY)
ELECTRONICS	FEE
City of Alpine Resident <i>(With Sanitation Account or permit)</i>	\$0.00
Small Electronic <i>(No sanitation account or permit)</i>	\$5.00
Medium Electronic <i>(No sanitation account or permit)</i>	\$10.00
Large Electronic <i>(No sanitation account or permit)</i>	\$20.00
BULK ITEM	FEE
City of Alpine Resident <i>(With Sanitation Account or permit)</i>	\$0.00
Residential Source <i>(No Sanitation Account or permit)</i>	\$65.00/item
<i>Item are limited: 5 items or 3 cy (per month)</i>	

APPENDIX F: PARKS AND RECREATION FEES

KOKERNOT PARK PAVILLION RENTAL RATES & FEES	FEE
Kokernot Park Pavilion Rental Deposit (Refundable)	\$30
Kokernot Pavilion Rental Fee (9:00 a.m. to 9:00 p.m.)	\$30
PUEBLO NUEVO PAVILLION RENTAL RATES & FEES	FEE
Pueblo Nuevo Pavilion Rental Deposit (Refundable)	\$30
Pueblo Nuevo Pavilion Rental Fee (9:00 a.m. to 9:00 p.m.)	\$30
POOL RATES & FEES	FEE
Municipal Pool Rates	Set by Council Resolution
General Admissions	\$4 flat rate per person
Private Pool Party Deposit (Refundable)	\$25
Private Pool Party Reservation	\$250
Swimming Program/Camp	\$45 per person
Food Truck Vendor Fee for Occasion/Holiday Event	\$175 per vendor
RECREATIONAL ACTIVITIES / EVENTS	FEE
5K / 10K Race Events	\$2,000
Seasonal Youth Camps	\$2,500
Indoor / Outdoor Game Challenge Events Adult / Youth	\$3,000
Seasonal Park Projects	\$3,000

APPENDIX G: ALPINE POLICE DEPARTMENT FEES

GOLF CART / REGULATED VEHICLE	FEE
Initial Registration	\$50
Biennial Reinspection	\$25
VEHICLE IMPOUND FEES	FEE
Impound Fee (Cost Charged by Towing Company)	At Cost
Storage Fee	\$25/Day
Notification Fee (Cover Cost Associated with Sending Certified Mail Notification, if applicable)	\$20

APPENDIX H: AIRPORT FEES

AFTER HOURS CALL-OUT FEE	FEE
After Hours Call-Out Fee	\$75
Holiday After Hours Call-Out Fee	\$100

**CITY OF ALPINE
MASTER FEE SCHEDULE COMPARATIVE TABLE**

APPENDIX A: UTILITIES FEES

FRANCHISE APPLICATION	PREVIOUS FEE	FEE
Franchise Application Fee	NO CHANGE	\$250
SECURITY DEPOSIT	PREVIOUS FEE	FEE
Residential water, sewer, and sanitation	\$200	\$250.00
Small Commercial water, sewer, and sanitation	\$250	\$300.00
Laundromats, recreational vehicle parks, washaterias, and any small business franchise	NO CHANGE	\$500.00
Housing units, industrial and/or agricultural users, motels, and concrete plants	NO CHANGE	\$1,500.00
WATER AND SEWER EXTENSIONS	PREVIOUS FEE	FEE
1” or less Water extension of front footage, per linear foot	NO CHANGE	\$30.00
Greater than 1” water extension of front footage, per linear foot	NO CHANGE	At Cost
Water extension of front footage, per linear foot outside CCR	NO CHANGE	At Cost

4" Sewer extension of front footage, per linear foot	NO CHANGE	\$35.00
Greater than 4" sewer extension of front footage, per linear foot	NO CHANGE	At Cost
Sewer extension of front footage outside CCR	NO CHANGE	At Cost
WATER TAPS AND METER SETTINGS	PREVIOUS FEE	FEE
¾ inch tap	NO CHANGE	\$1,500.00
1 inch tap	NO CHANGE	\$1,800.00
2 inch tap	NO CHANGE	AT COST + \$60/hour of labor and \$100/hour for Equipment – MINIMUM of two hours
Greater than 2 inch tap	NO CHANGE	AT COST + \$60/hour of labor and \$100/hour for Equipment – MINIMUM of two (2) hours
Water tap Impact fee	NO CHANGE	\$500.00 / Each street cut required
Residential 4 inch sewer tap	NO CHANGE	\$1,620.00
All other sewer taps	NO CHANGE	AT COST + \$60/hour of labor and \$100/hour for Equipment – MINIMUM of two (2) hours
Sewer tap Impact fee	NO CHANGE	\$500.00 / Each street cut required

METER AND CUTOFF	PREVIOUS FEE	FEE
5/8 - inch meter	NO CHANGE	\$150.00
3/4 - inch meter	NO CHANGE	\$150.00
MINIMUM CHARGES FOR METERED ACCOUNTS – RESIDENTIAL RATES	PREVIOUS FEE	FEE
¾-inch	\$8.00	\$12.00
1-inch	\$11.00	\$15.00
1½-inch	\$16.00	\$20.00
2-inch	\$20.00	\$24.00
MINIMUM CHARGES FOR METERED ACCOUNTS – COMMERCIAL AND SUL ROSS STATE UNIVERSITY RATES	PREVIOUS FEE	FEE
¾-inch	\$9.00	\$13.00
1-inch	\$12.00	\$16.00
1½-inch	\$17.00	\$21.00
2-inch	\$21.00	\$25.00
3-inch	\$34.00	\$38.00
4-inch	\$43.00	\$47.00

6-inch	\$58.00	\$62.00
8-inch	\$69.00	\$73.00
RESIDENTIAL AND COMMERCIAL WATER RATES PER METER	PREVIOUS FEE	FEE
Minimum for the first 2,000 gallons	\$8.57	\$9.57
For every 1,000 gallons over 2,000 gallons	\$3.30	\$4.30
For every 1,000 gallons over 5,000 gallons	\$3.35	\$4.35
For every 1,000 gallons over 12,000 gallons	\$3.40	\$4.40
For every 1,000 gallons over 25,000 gallons	\$3.50	\$4.50
For every 1,000 gallons over 100,000 gallons	\$3.60	\$4.60
<i>Rates Outside the City Limits</i>		<i>Water Rates outside the City Limits shall be one and one-half times the minimum in-city amended rates</i>
BULK WATER RATES	PREVIOUS FEE	FEE
For first 1,000 gallons	NO CHANGE	\$50.00
For the next 1,000 gallons and thereafter/per 1,000	NO CHANGE	\$45.00

Effluent bulk water	NO CHANGE	Determined by Agreement and/or by City Council Resolution
DELINQUENCY	PREVIOUS FEE	FEE
Disconnect Fee	NO CHANGE	\$35.00
Reconnect Fee	NO CHANGE	\$35.00
Meter re-read after 1st re-read within 1 year of service	NO CHANGE	\$25.00
Vacation fee on	NO CHANGE	\$25.00
Vacation fee off	NO CHANGE	\$25.00
Meter testing fee	NO CHANGE	At Cost
Faulted Meters	NO CHANGE	Expense of the City
Non-Faulted meters	NO CHANGE	Expense of the customer AT COST plus \$60/hour of labor and \$100/hour for Equipment – MINIMUM of one (1) hour
TAMPERING CHARGE	PREVIOUS FEE	FEE
Tampering Fee	NO CHANGE	\$150 + Damages, any additional cost to fix, water usage, and possible criminal charges
SEWER RATES	PREVIOUS FEE	FEE
Residential flat rate	NO CHANGE	\$17.50
<i>Commercial</i>		

Minimum rates for the first 4,000 gallons on the average water consumption of the previous 12 months	NO CHANGE	\$14.55
Minimum rates for every 1,000 gallons over 4,000	NO CHANGE	\$2.78
Camera Fee	NO CHANGE	\$75.00
LIQUID SEWAGE WASTES FEES	PREVIOUS FEE	FEE
0 to 300 gallons	NO CHANGE	\$75.00
Spillage cleanup fee	NO CHANGE	\$150.00
GAS RATES		
Gas rates are set by City Council via contract with Natural Gas Vendor		
To determine the Spot Rate: Cost of gas 5% allowance for losses, Contracted Rate x 1.05 = Amount		
Plus, Cost of Service, City of Alpine	\$11.00	\$12.00
EXCESS FLOW VALVE (EFV) IN GAS DISTRIBUTION SYSTEMS: EFFECTIVE JUNE 20, 2017	PREVIOUS FEE	FEE
Poly Services	NO CHANGE	\$250.00
Steel Services	NO CHANGE	\$750.00
SECURITY DEPOSIT	PREVIOUS FEE	FEE
Residential Deposits	\$200.00	\$250.00

Small commercial to include but not be limited to grocery stores, shops, storages, automatic laundry, automobile parking lots, bakery, bank, barber and beauty shops, billiard or pool hall, cafeteria, clinic, cleaning and pressing shops, drug store, filling station, florists shop, ice retail distributing, mortuaries, picture theater, office, radio repair and sales, real estate office, restaurants, taverns, radio studio, shoe repair, stores and shops for the sale of products at retail, stores and shops for custom work or the making of articles to be sold at retail on the premises, and studios (art, music, photo, etc.)	\$250	\$300
Laundromats, recreational vehicle parks, washaterias and any small business franchise	NO CHANGE	\$500.00
Housing units, industrial and/or agricultural users, motels and concrete plants	NO CHANGE	\$1,500.00
PENALTIES, DISCONNECT, RECONNECT, AND OTHER MISCELLANEOUS SERVICE FEES	PREVIOUS FEE	FEE
Meter re-read after first re-read within one year of service	NO CHANGE	\$25.00

Vacation fee on	NO CHANGE	\$25.00
Vacation off	NO CHANGE	\$25.00
Customers with 500 MCF'S and over shall receive a \$3.00 per MMBTU discount.	NO CHANGE	NO CHANGE
Disconnect Fee	NO CHANGE	\$35.00
Reconnect Fee	NO CHANGE	\$35.00
Late Fee	NO CHANGE	%5 of Gas Billed
Meter Guard Fee	NO CHANGE	\$200.00
TAMPERING CHARGE	PREVIOUS FEE	FEE
Tampering Fee	NO CHANGE	\$150 + Damages, any additional cost to fix, gas usage, and possible criminal charges.
GAS TAP FEES	PREVIOUS FEE	FEE
Retirement of gas tap	\$375.00	\$500.00
1" gas tap	NO CHANGE	\$1,000.00
Retirement of gas tap & relocate	\$1,375.00	\$1,500.00
Over 1" gas tap	NO CHANGE	At Cost
Main Extensions	NO CHANGE	\$10.00 per linear foot
Gas tap Impact fee...\$500.00 each cut required	NO CHANGE	\$500.00 each cut required

GARBAGE & SANITATION RATES		
<i>Garbage & Sanitation Rates are set by City Council via Contract with Waste-Hauler Contractor Company</i>		
Garbage Permit Deposit	\$200	\$200.00

APPENDIX B: BUILDING SERVICES FEES*

**Administrative Note:* The last resolution that the Council adopted to adopt the prior Building Services Fees is Resolution 2025-10-14. The changes in this fee schedule were minimal, so all additions are recorded here in underlined text, while ~~omissions appear in strikethrough red text~~.

DISCOUNTED RATES	FEE
501(c)(3) Organizations	Building Permit Fees Waived, excluding a \$50.00 Application Fee. Will need verification of 501(c)(3) status.
City of Alpine Full Time Employees actively employed	Permit Fees Waived, excluding a \$50.00 Application Fee. Will need verification of employment with current pay stub.
PERMIT FEES FOR RESIDENTIAL AND COMMERCIAL	
ALL PERMIT FEES DO NOT INCLUDE \$100 INSPECTION FEE(S)	
NEW CONSTRUCTION	FEE
R-1 & R-2, R-4, all residential dwellings (detached one- and two family dwellings, townhomes, multi-family quadplex or triplex, cottage accessory dwelling units, <u>garages</u> and casitas,	\$0.55/square foot total area under roof

R-3 residential dwellings (apartments, condominiums, three and four family dwellings), multi-family quadplex or triplex,	\$0.30/square foot total area under roof
New Commercial Building (C0, C-1, C-2, C1a)	\$700.00 Flat fee + \$.06 per sq/ft
ALTERATIONS	FEE
R-1, R-2, R-4, and all residential dwellings, detached one- and two-family dwellings, townhomes, <u>multi-family quadplex or triplex, cottage, accessory dwelling units</u> , casitas, and garages	\$0.25/square foot total area of alteration
R-3 residential dwellings (apartments, condominiums, three and four family dwellings), multi-family quadplex or triplex	\$0.20/square foot total area of alteration
Commercial Building (C0, C-1, C-2, C1a)	\$0.15/square foot total area of alteration
ADDITIONS	FEE
R-1 & R-2 residential dwellings, detached one- and two-family dwellings, cottage, accessory dwelling units, casitas, townhomes and garages	\$1.00/square foot total area of addition
R-3 residential dwellings (apartments, condominiums, three and four family dwellings), multi-family quadplex or triplex	\$0.75/square foot total area of addition
Commercial Building (C0, C-1, C-2, C1a)	\$0.50/square foot total area of addition
MISCELLANEOUS DEVELOPMENT FEES	FEE
Stand-Alone permits or permits not stated (foundation repair, <u>window replacement, insulation energy compliance, demolition</u>)	\$75.00
Residential Pool	\$150.00
Carport / Pergola (Detached/ <u>stand alone</u> Non-Conforming)	\$50.00
Accessory building permit	\$50.00 <u>Flat Fee</u>
Residential Fence	\$50.00 <u>Flat Fee</u>
Roofing Replacement/Repair	\$0.05/square foot
OTHER INSPECTIONS AND FEES	

ALL PERMIT FEES DO NOT INCLUDE \$100 INSPECTION FEE(S)		
DESCRIPTION		FEE
Electric Reconnect (outside inspection Only)		\$50.00 Inspection Fee only
Gas Test Only		\$50.00 100.00 Inspection Fee only
Certificate of Occupancy		\$100.00
Inspections outside of normal business hours		\$100.00
Work commencing before permit issuance		\$500.00
Reinspection Fee (Fee applied at discretion of Building Official)		\$100.00
DESCRIPTION		FEE
Permit Extension Fee		\$100.00
Additional plan review required by changes, additions or revisions to plans		\$42.00 per hour
Use of outside consultants for plan checking/inspections		Actual Cost
Plan review fee		45% of building permit fee in addition to building permit fee
Alpine ISD		25% of fees established in Appendix B; Section 1
Lot drainage fee		\$50.00
Automatic Fire Extinguisher systems Compressed Gases, Fire alarm detection systems and related equipment		3 rd Party testing and inspections required
TRADES PERMIT FEES		
ALL PERMIT FEES DO NOT INCLUDE \$100 INSPECTION FEE(S)		
All applications must include square footage of project in addition to all work conducted unless specific work is isolated to exterior work only.		
TYPE OF OCCUPANCY	BUILDING AREA SQ/FT	PERMIT FEES
All residential, R-1, R-2 single family, duplex, townhouse, new	1-749	\$50.00
	750-1,199	\$65.00

construction, additions (per unit), multi-family quadplex or triplex, cottage accessory dwelling units, and casitas Total sq/ft under roof	1,200-1,500	\$75.00
	1,501-1,750	\$85.00
	1,751-2,000	\$90.00
	2,001-2,250	\$100.00
	2,251-3,000	\$105.00
	3,001-3,500	\$115.00
	3,501-4,000	\$120.00
	4,001+	\$140.00
TYPE OF OCCUPANCY	BUILDING AREA SQ/FT	PERMIT FEES
All residential, R-1, R-2 single family, duplex, townhouse, new construction, additions (per unit), multi-family quadplex or triplex, cottage accessory dwelling units, and casitas Total sq/ft under roof	1-749	\$50.00
	750-1,199	\$65.00
	1,200-1,500	\$75.00
	1,501-1,750	\$85.00
	1,751-2,000	\$90.00
	2,001-2,250	\$100.00
	2,251-3,000	\$105.00
	3,001-3,500	\$115.00
	3,501-4,000	\$120.00
4,001+	\$140.00	
TYPE OF OCCUPANCY	BUILDING AREA SQ/FT	PERMIT FEES
A,E,I,R-3, Hotels, apartments, drinking/dining, educational, assembly, institutional	1-500	\$50.00
	501-100,000	\$50.00 + \$0.035/sqft
	100,001-500,00	\$3,500 + \$0.03/sqft
	500,001+	\$15,000 + \$0.02/sqft
B,F,H,M,S,U, Office retail, wholesale, garages, factories, workshops, service stations, warehouse	1-500	\$50.00
	501-50,000	\$50.00 + \$0.01/sqft
	50,001-100,00	\$182.00 + \$0.007/sqft
	100,001+	\$582.00 + \$0.003/sqft

CONTRACT	
MECHANICAL	FEE
Mini Split/Air Handler	\$50.00
Condensing Unit (# tons)	\$50.00
Condensing Unit/Heat Pump	\$10.00
Indoor Condensing Unit	\$10.00
Walk-In Freezer	\$50.00
Duct Outlet	\$20.00
Heat Pump	\$60.25
Refrigeration Unit (# tons)	\$60.25
Electric Heat Strips	\$60.25
Cooling Coil	\$60.25
Gas Furnace, Gas	\$90.60
Wall Furnace, Gas	\$90.60
Unit Heater, Gas	\$90.60
Radiant Heater, Gas	\$90.60
Exhaust Fan, Commercial/Residential	\$60.25
Curtain Fire Damper	\$20.00
Fire Damper	\$20.00
Condenser, No Compressor	\$60.25
Residential Dryer Exhaust Duct	\$60.25
Rooftop Unit, Electric ___ SEER	\$15.85
Fan Coil Unit	\$60.25
Fan Powered Box	\$60.25
Type II Range Hood (Steam)	\$60.25
Chiller (#)	\$60.25
Absorption Unit (# tons)	\$60.25
Reach-In Cooler	\$60.25

Wall Mounted Unit	\$60.25
Gas Boiler, Steam	\$90.60
Make-Up Air	\$60.25
Electric Furnace	\$60.25
Floor Furnace, Gas	\$90.60
Unit Heater, Electric	\$60.25
Radiant Heater, Electric	\$60.25
Ventilation/Energy Recovery Unit Fan	\$60.25
Ceiling Fire Damper	\$20.00
Smoke/Fire Damper	\$20.00
Commercial Dryer Exhaust Duct	\$90.60
Rooftop Unit, Gas ___ SEER	\$15.85
Variable Air Volume Unit	\$60.25
Type I Range Hood (Grease)	\$60.25
Fume Hood	\$60.25
Cooling Tower (# tons)	\$60.25
Walk-In Cooler	\$60.25
Icemaker (Split System)	\$60.25
Gas Boiler, Hot Water	\$90.60
Evaporative Cooler	\$60.25
Duct Heater, Gas	\$90.60
Hot Water Coil	\$60.25
ELECTRICAL	FEE
General Purpose Outlets/Equipment Devices Less Than 1 HP Motor	\$50.00
Dedicated Equipment/Appliance Outlets 20 Amp and Above	\$50.00
Motors	\$50.00

Gear Items	\$50.00
ELECTRICAL - MISCELLANEOUS	FEE
Underground Work/100 Linear Feet	\$50.00
Outside Overhead Work/100 Linear Feet	\$50.00
Foundation/Concrete Encased Electrode	\$50.00
Control/Low Voltage Systems Over 50 Volts	\$50.00
ELECTRICAL - LIGHT FIXTURE	FEE
HID Fixtures/Ceiling Fans	\$50.00
Fluorescent Fixtures & Ballast Retrofits	\$50.00
Sign Circuit	\$50.00
UPS/Generator (Emergency & Temporary)/Distributed Generation/Storage Batteries/Solar Panel (Each)	\$10.00
Temporary Wiring: Temporary Pole	\$25.00
Service Upgrade	\$100.00
PLUMBING	FEE
Water Heater Gas/Electric	\$8.00
Water Heater Vent	\$8.00
Water Softener	\$17.00
Plumbing Fixture (replacement of water or drain lines, water tempering or tub/shower valves, expansion tank, PRV, etc.)	\$7.00
Roof Drains	\$7.00
Reverse Osmosis	\$7.00
GAS RELATED	FEE
1-5 Terminations	\$10.00
Each Additional Termination	\$3.00
Termination Extension	\$8.00
Replace Gas Line	\$8.00

Split Meter	\$8.00
Move Meter	\$8.00
Gas Conversion	\$8.00
MEDICAL GAS	FEE
1-5 Terminations	\$13.00
Each Additional Termination	\$3.00
RESIDENTIAL FIRE SPRINKLER SYSTEMS (MRFSS)	FEE
Per Fixture/Head	\$7.00
BACKFLOW PREVENTION ASSEMBLIES	FEE
Install or Replacement	\$15.00
Customer Service Inspection	\$8.00
TRAPS AND INTERCEPTORS	FEE
0-500 gal	\$12.00
501+ gal	\$17.00
IRRIGATION	FEE
Residential Irrigation	\$150.00
Commercial Irrigation	\$200.00
Plan Review	\$100.00
WATER SUPPLY LINES	FEE
0-100 ft	\$50.00
101-250 ft	\$55.00
251-500 ft	\$60.00
501-1000 ft	\$75.00
1001-2000 ft	\$100.00
2001-3000 ft	\$125.00
Over 3001 ft	\$150.00
Additional fee for each 200 ft or part thereof over 3001 ft	\$25.00

SEWER	FEE
0-60 ft	\$50.00
61-150 ft	\$60.00
151-300 ft	\$75.00
301-500 ft	\$90.00
501-750 ft	\$100.00
751-1000 ft	\$120.00
Over 1000 ft	\$150.00
Additional fee for each additional 100 ft or part thereof over 1000 ft	\$100.00
RECLAIMED WATER / DRAIN LINE	FEE
1-4 Openings	\$40.00
Each Additional Opening	\$5.00
ZONING AND LAND USE	
Sign Permit	\$75.00
Short Term Rental Annual Permit and Renewal	\$250.00 Flat fee
<u>Short Term Rental Application / Special Use</u>	<u>\$500.00</u>
Moving Permit	\$25.00 plus \$0.20 per square foot of the building to be moved.
Replat / Plat	\$500.00 Flat fee
Rezone	\$500.00 Flat fee
Special Use/ Conditional Use	\$500.00 Flat fee
Residential Flat Work (Driveways, Sidewalks, Curb Cuts)	\$50.00 Flat fee
<u>Variance</u>	<u>\$500.00 Flat fee</u>
<u>Coin Establishment / Special Use</u>	<u>\$500.00 Flat fee</u>

APPENDIX C: ANIMAL SERVICES FEES

IMPOUND	PREVIOUS FEE	FEE
Regular impound fee/ night stay	\$15	\$20
Impound fees for large animals (livestock)	NO CHANGE	AT COST
Small animal quarantine fee for full 10 night stay	\$200	\$250
Small animal quarantine fee/ night stay \$20	\$20	\$25
Large animal quarantine fee due to known exposure	NO CHANGE	AT COST
Small animal quarantine due to known exposure	\$25/day	\$50/day
CREMATION		FEE
<i>Communal Prices per pound</i>		
0-30 lbs	\$30	\$40
31-50lbs	\$45	\$55
51-70 lbs	\$60	\$70
71-90 lbs	\$75	\$85
over 90 lbs	\$90	\$100
<i>Private prices per pound</i>		
0-30 lbs	\$90	\$110
31-50 lbs	\$110	\$130
51-70 lbs	\$130	\$150
71-90 lbs	\$150	\$170
over 90 lbs	\$170	\$190
<i>Removal of deceased animal</i>		
Pets (owned pets)	\$15	\$15
UPS shipping of remains	NEW CHARGE	\$40
MICROCHIPPING		FEE
Includes chipping and registration	\$15	\$15
MEDICAL		FEE
<i>Vaccines</i>		

Feline Felv/FVRCP combo	\$12	\$25
Canine bordetella	\$5	\$18
Canine Distemper	\$5	\$18
<i>Snap tests</i>		
Feline Felv/FIV snap test	\$19	\$25
Canine 4DX snap test	\$17	\$25
<i>Other Medical</i>		
Small animal euthanasia	NO CHANGE	\$50
Large animal euthanasia	NO CHANGE	AT COST
ADOPTION		FEE
Regular adoption	NO CHANGE	\$100
Thrift store cats	NO CHANGE	\$50
Pet of the week	NO CHANGE	\$50
Adoption events	NO CHANGE	\$50
SURRENDER		FEE
Cat or dog surrender	\$30	\$40
CITY LICENSING		FEE
City license for spayed/ neutered animals	NO CHANGE	\$10
City license for unaltered animals	NO CHANGE	\$20
City license renewal	NO CHANGE	\$5
PERMITS		FEE
Large livestock	NO CHANGE	\$25
Small livestock	NO CHANGE	\$25
Yearly renewal for large and small	NO CHANGE	\$10
Relocation of permit to different address	NO CHANGE	\$25
Permit for kennels	NO CHANGE	\$50
Yearly renewal for kennels	NO CHANGE	\$25

DANGEROUS DOGS		FEE
Registration fee	NO CHANGE	\$100
Removal of animal from City Limits	NO CHANGE	\$100

APPENDIX D: ADMINISTRATIVE FEES

ADMINISTRATION	PREVIOUS FEE	NEW FEE
Alcohol Permit	NO CHANGE	\$25.00
Banner Permit	NEW CHARGE	\$25.00
Live Music Permit - Single	NO CHANGE	\$50.00
Live Music Permit - Annual	NO CHANGE	\$250.00
Movie Filming - Processing Application Fee	NO CHANGE	\$25.00
Movie Filming - Use of city Equipment and Personnel	On a case-by-case basis	Determined by City Manager
Movie Filming - Use of City - Owned Real Estate	Cost per Calendar Day	Determined by City Manager
Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public areas.	NO CHANGE	\$500.00
Partial, non-disruptive use of a public building, park right-of-way, or public area.	NO CHANGE	\$250.00
Total closure or obstruction of public street or right -of-way, including parking lots and on-street parking.	NO CHANGE	\$50.00
Partial closure or obstruction of public street or right-of-way, including parking lots and on street parking.	NO CHANGE	\$25.00

Use of City parking lots, parking areas, and City streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles)	NO CHANGE	\$50.00
ALCOHOL PERMIT		
Application/Permit Fee	NO CHANGE	\$25.00
Deposit for any Park in City of Alpine	NO CHANGE	\$30.00
CIVIC CENTER		
Full Day Rental Fee Commercial General Public (keys are picked up prior day and are given day after event to clean)	NO CHANGE	\$600.00
Additional fee for days prior to event	NO CHANGE	\$50.00
Full Day Non-Profit Organization	NO CHANGE	\$100.00 for any additional days
Full Day Government Agency	NO CHANGE	\$100.00 for any additional day
Security per hour for 2 officers	NO CHANGE	\$40.00 per hour for 1 officer
Deposit (facility rental damage & cleaning fee)	NO CHANGE	\$250.00
Cost for Damages		
Rectangle Table	NO CHANGE	\$150.00
Round Table (5')	NO CHANGE	\$225.00
Chair	NO CHANGE	\$75.00
Lost key	NO CHANGE	\$100.00
Late return Key (per day)	NO CHANGE	\$75.00
Unlocked Door (per day)	NO CHANGE	\$75.00

Lights left on overnight (per day/night)	NO CHANGE	\$50.00
A/C's or Heater not turned off (per day)	NO CHANGE	\$50.00
Alcohol penalty charge	\$200.00	\$500.00
Damages to facilities, window, doors, wall, etc.	NO CHANGE	Repair/Replacement Cost
Miscellaneous		
Fee for Electric Pedestal	NO CHANGE	\$50.00
Fee for Stage (taking it down and setting it up)	NO CHANGE	\$250.00
Minimum fee for any other damages (throwing of trash-sweeping, décor left behind, etc.)	NO CHANGE	\$100.00
Speaker (Sound System)	NO CHANGE	\$100.00
Adding a provision to the Civic Center's rules and regulations of a \$25 fee be applied for each instance and individual rule is broken.	NO CHANGE	\$25.00 for any rule broken
PUBLIC INFORMATION		
Public Information Request	Set by State Law	Set by State Law

APPENDIX E: ENVIRONMENTAL SERVICES FEES*

**Administrative Note:* The last resolution that the Council adopted to adopt the prior Environmental Services Fees is Resolution 2025-11-04. The changes in this fee schedule were minimal, so all additions are recorded here in underlined text, while ~~omissions appear in strikethrough red text~~.

TIRES	FEE
Passenger Car/Light Truck Tire (Up to 22")	\$5.00

Passenger Car/Light Truck Tire & Rim (Up to 22")	\$10.00
Oversized Truck Tire (23" and up)	\$35.00
Oversized Truck Tire & Rim (23" and up)	\$50.00
Tractor Tire	\$75.00
Tractor Tire	\$100.00
Service Fee A	2.6%
Service Fee B	\$0.22
REFRIGERANT REMOVAL	FEE
Refrigerant Removal <i>(With Sanitation Account or permit)</i>	\$0.00
Refrigerant Removal Residential Source <i>(No sanitation account or permit)</i>	\$75.00
TREE LIMBS / YARDWASTE	FEE
Residential DIY Tree limbs <i>(With Sanitation Account or permit)</i>	\$0.00
Tree limbs Commercial Sources (Residential Source) <i>(orFor-large trailers, No sanitation account or permit)</i>	\$50.00/CUBIC YARD (CY)
ELECTRONICS	FEE
City of Alpine Resident <i>(With Sanitation Account or permit)</i>	\$0.00
Small Electronic <i>(No sanitation account or permit)</i>	\$5.00
Medium Electronic <i>(No sanitation account or permit)</i>	\$10.00
Large Electronic <i>(No sanitation account or permit)</i>	\$20.00
BULK ITEM	FEE

City of Alpine Resident <i>(With Sanitation Account or permit)</i>	\$0.00
Residential Source <i>(No Sanitation Account or permit)</i>	\$65.00/item
<u>Item are limited: 5 items or 3 cy (per month)</u>	

APPENDIX F: PARKS AND RECREATION FEES

Kokernot Park Pavillion Rental Rates & Fees	Previous Fee	Fee
Kokernot Park Pavilion Rental Deposit (Refundable)	NO CHANGE	\$30
Kokernot Pavilion Rental Fee (9:00 a.m. to 9:00 p.m.)	NO CHANGE	\$30
Pueblo Nuevo Pavillion Rental Rates & Fees		Fee
Pueblo Nuevo Pavilion Rental Deposit (Refundable)	NO CHANGE	\$30
Pueblo Nuevo Pavilion Rental Fee (9:00 a.m. to 9:00 p.m.)	NO CHANGE	\$30
Pool Rates & Fees		Fee
Municipal Pool Rates	Set by Council Resolution	Set by Council Resolution
General Admissions	\$3 Child, \$4 Adult	\$4 flat rate per person
Private Pool Party Deposit (Refundable)	NO CHANGE	\$25
Private Pool Party Reservation	\$100	\$250
Swimming Program/Camp	NEW CHARGE	\$45 per person
Food Truck Vendor Fee for Occasion/Holiday Event	NEW CHARGE	\$175 per vendor
Recreational Activities / Events		Fee
5K / 10K Race Events	NEW CHARGE	\$2,000
Seasonal Youth Camps	NEW CHARGE	\$2,500
Indoor / Outdoor Game Challenge Events Adult / Youth	NEW CHARGE	\$3,000

Seasonal Park Projects	NEW CHARGE	\$3,000
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APPENDIX G: ALPINE POLICE DEPARTMENT FEES

GOLF CART / REGULATED VEHICLE	PREVIOUS FEE	FEE
Initial Registration	NEW CHARGE	\$50
Biennial Reinspection	NEW CHARGE	\$25
VEHICLE IMPOUND FEES		FEE
Impound Fee (Cost Charged by Towing Company)	NO CHANGE	At Cost
Storage Fee	NO CHANGE	\$25/Day
Notification Fee (Cover Cost Associated with Sending Certified Mail Notification, if applicable)	NO CHANGE	\$20

APPENDIX H: AIRPORT FEES

AFTER HOURS CALL-OUT FEE	PREVIOUS FEE	FEE
After Hours Call-Out Fee	\$50	\$75
Holiday After Hours Call-Out Fee	NEW CHARGE	\$100

CITY COUNCIL AGENDA ITEM REPORT

July 7, 2026

Agenda Item No. 12D

Department: Administration

Sponsor: Henry Arredondo, City Manager

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: Approve



AGENDA ITEM

Approve the ratification of Resolution 2026-06-18, a resolution appointing Clarinda Espinoza as Interim City Secretary. (H. Arredondo, City Manager)

EXECUTIVE SUMMARY

Resolution 2026-06-18 was adopted at a special called meeting of the City Council on June 9, 2026, to formally terminate the position of City Secretary Geoffrey Calderon and to appoint Clarinda Espinoza as Interim City Secretary.

While the resolution accurately reflects the actions taken at the June 9, 2026 meeting and is supported by the video record and draft minutes, it must be ratified by the City Council to ensure formal inclusion in the City’s legislative record. Ratification is necessary to provide full legal effect and transparency.

SUPPORTING MATERIALS

1. 2026-06-18- Resolution Interim City Secretary
-

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

RESOLUTION 2026-06-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS APPOINTING CLARINDA ESPINOZA AS INTERIM CITY SECRETARY.

WHEREAS, on June 9, 2026, the City Council considered an item at a special called meeting to discuss the termination of the former City Secretary, Geoffrey R. Calderon; and

WHEREAS, on June 9, 2026, the City Council considered an item at a special meeting to discuss the appointment of an Interim City Secretary; and

WHEREAS, the City Council authorized entry level City Secretary pay based on the City’s compensation study; and

WHEREAS, the City Council finds and determines that appointment of an Interim City Secretary is necessary and 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 termination of the former City Secretary was effective June 10, 2026.

SECTION II. The City Council appoints Clarinda Espinoza as the Interim City Secretary, with the entry level City Secretary pay based on the City’s compensation study. The actions of the City council taken on June 9, 2026 are hereby ratified in all respects as to the appointment of the Interim City Secretary.

SECTION III. This Resolution shall take effect immediately from and after its approval.

PASSED, APPROVED, AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL ON THIS THE 7th DAY OF JULY 2026, BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.

APPROVED:

ATTEST:

Catherine Eaves, Mayor

Alexandra Tackett, Deputy City Secretary

CITY COUNCIL AGENDA ITEM REPORT

July 7, 2026

Agenda Item No. 12E

Department: Administration

Sponsor: Henry Arredondo, City Manager

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: Approve



AGENDA ITEM

Approve Resolution 2026-07-01, a resolution updating authorized check signatories for all city accounts held with West Texas National Bank; Requiring two signatures on all city checks; Designating primary and alternate authorized signers; Providing for an effective date. (H. Arredondo, City Manager)

EXECUTIVE SUMMARY

Overview

The City Council is requested to consider Resolution 2026-01-04, which updates the list of individuals authorized to sign checks for all municipal accounts held with West Texas National Bank (WTNB). This action is necessary to maintain accurate financial controls following personnel changes and to ensure compliance with previously adopted requirements for dual signatures on all City checks.

Background & Purpose

The City of Alpine maintains several accounts with WTNB for operational and financial purposes. The City is required to keep current signature authority on file with the bank to lawfully issue payments. The resignation of the former Chief of Police, who previously served as an authorized signer, necessitates updating the City's official list of signatories.

Resolution 2026-07-04:

- Reaffirms the requirement of two signatures on all City checks, consistent with existing internal controls and Resolution 2021-05-17.
- Designates new primary and alternate signatories to ensure continuity of operations.
- Removes former employees from all accounts to protect financial integrity.
- Directs the City Manager to transmit certified copies of the resolution to WTNB and complete required bank documentation.

Designated Signatories (per Resolution 2026-07-04)

Primary: Clarinda Espinoza, Interim City Secretary; Henry Arredondo, City Manager

Alternate: Randy Guzman, Director of Gas Utility; Kirk Caughman, Chief of Police

Any combination of **two** of the above signatories is required for the issuance of City checks.

Rationale

Updating authorized signatories is a standard and necessary financial management practice to:

- Maintain strong internal controls,
- Ensure compliance with depository bank requirements,
- Prevent unauthorized access, and
- Support smooth fiscal operations during staffing transitions.

Fiscal Impact

There is no direct fiscal impact associated with adopting the resolution. The action contributes to the safeguarding of City funds and the maintenance of compliant banking practices.

SUPPORTING MATERIALS

1. 2026-07-01 WTNB Signatories

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

STATE OF TEXAS

CITY OF ALPINE

COUNTY OF BREWSTER

RESOLUTION 2026-07-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS, UPDATING AUTHORIZED CHECK SIGNATORIES FOR ALL CITY ACCOUNTS HELD WITH WEST TEXAS NATIONAL BANK; REQUIRING TWO SIGNATURES ON ALL CITY CHECKS; DESIGNATING PRIMARY AND ALTERNATE AUTHORIZED SIGNERS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Alpine has previously adopted Resolution No. 2021-05-17 establishing the requirement of two signatures on all City checks and authorizing designated employees to sign such checks; and

WHEREAS, the City of Alpine maintains multiple depository and operational accounts with West Texas National Bank (“WTNB”), requiring current and accurate signature authority for the lawful expenditure of City funds; and

WHEREAS, a change in personnel has occurred, including the removal of the City Secretary, who previously served as an authorized signer, thereby necessitating an update to the list of individuals authorized to sign City checks and other financial instruments; and

WHEREAS, the City Council finds it in the best interest of the City to update its official list of primary and alternate check signatories to ensure the continuity of operations, proper internal controls, and adherence to municipal best practices.

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

SECTION I. TWO SIGNATURE REQUIREMENT.

The City of Alpine reaffirms that **two signatures** shall be required on all City checks issued from any City account held with West Texas National Bank.

SECTION II. DESIGNATION OF AUTHORIZED SIGNATORIES.

The following employees are hereby authorized to sign checks on behalf of the City of Alpine:

Primary Signatories:

- Clarinda Espinoza, Interim City Secretary
- Henry Arredondo, City Manager

Alternate Signatories (when primaries are unavailable):

- Randy Guzman, Director of Gas Utility
- Kirk Caughman, Chief of Police

Any two signatories listed above—whether primary or alternate—shall constitute valid authorization on City checks.

SECTION III. REMOVAL OF FORMER SIGNATORIES.

All individuals previously authorized to sign City checks who are no longer employed by the City or are no longer designated by this Resolution are hereby removed from all signature authority with WTNB, effective immediately.

SECTION IV. SUPERSEDING PRIOR ACTIONS.

This Resolution supersedes any prior resolutions or actions of the City Council that conflict with the signatory designations stated herein, including Resolution No. 2021-05-17 where inconsistent.

SECTION V. DIRECTION TO PROVIDE CERTIFIED COPY.

The City Secretary is directed to provide a certified copy of this Resolution to West Texas National Bank and to complete all necessary bank forms to implement these changes.

SECTION VI. EFFECTIVE DATE.

This Resolution is effective immediately upon its passage.

PASSED, APPROVED, AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL ON THIS THE 7TH DAY OF JULY 2026 BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.

ATTEST:

Catherine Eaves, Mayor

Clarinda Espinoza, Interim City Secretary

CITY COUNCIL AGENDA ITEM REPORT

July 7, 2026

Agenda Item No. 12F

Department: Office of the City Manager

Sponsor: Henry Arredondo, City Manager

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: Approve



AGENDA ITEM

Approve Resolution 2026-07-02, a resolution authorizing the City to participate in USDA Water Predevelopment Planning Grant. (H. Arredondo, City Manager)

EXECUTIVE SUMMARY

This resolution authorizes the City of Alpine to submit an application to the United States Department of Agriculture (USDA) Rural Development for a **Predevelopment Planning Grant (PPG)** in the amount of **\$60,000**, with a required **local match of \$20,000**. The grant will support planning activities necessary for future water infrastructure improvements and strengthen the City's ability to pursue additional funding opportunities.

The resolution also designates the **City Manager as the Authorized Representative** to execute all required application, grant, and administrative documents on behalf of the City. Approval of this resolution positions the City to advance critical water system planning efforts and enhance the long-term reliability and sustainability of its municipal infrastructure.

SUPPORTING MATERIALS

1. 2026-07-02 USDA Water Predevelopment Planning Grant

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

RESOLUTION 2026-07-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS, AUTHORIZING THE SUBMISSION OF APPLICATION TO THE UNITED STATES DEPARTMENT OF AGRICULTURE RURAL DEVELOPMENT FOR THE PREDEVELOPMENT PLANNING GRANT (PPG); DESIGNATING THE CITY MANAGER AS THE AUTHORIZED REPRESENTATIVE; AND AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS.

WHEREAS, the City of Alpine is a municipal corporation located in Brewster County, Texas, and is eligible to apply for financial assistance through the United States Department of Agriculture (USDA) Rural Development programs; and

WHEREAS, USDA Rural Development offers the Predevelopment Planning Grant (PPG) program to assist communities with planning and development of water infrastructure projects; and

WHEREAS, the City of Alpine intends to apply for a Predevelopment Planning Grant (PPG) in the amount of \$60,000, which requires a local matching contribution of \$20,000 from the City; and

WHEREAS, the City of Alpine desires to submit applications for funding under the PPG and ECWAG programs in order to support planning and improvements related to the City's water system and related infrastructure; and

WHEREAS, it is necessary to designate an Authorized Representative to act on behalf of the City in all matters related to the application, award, and administration of these grants.

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

SECTION I. Authorization to Apply

The City of Alpine hereby authorizes the submission of applications to the USDA Rural Development for:

- The Predevelopment Planning Grant (PPG) in the amount of \$60,000, with a required City match of \$20,000; and
- The Emergency Community Water Assistance Grant (ECWAG).

SECTION II. Authorized Representative

The City Manager is hereby designated as the Authorized Representative of the City of Alpine and is authorized to:

- Execute and submit all applications;
- Execute grant agreements, assurances, and certifications;
- Sign any and all documents necessary for the administration of these grants; and
- Act on behalf of the City in all matters pertaining to the applications and any resulting awards.

SECTION III. Commitment to Matching Funds

The City of Alpine hereby commits to providing the required \$20,000 local match for the Predevelopment Planning Grant (PPG), subject to budget approval and availability of funds.

SECTION IV. Commitment to Compliance

The City of Alpine agrees to comply with all applicable federal, state, and local laws, rules, and regulations governing these programs.

SECTION V. Effective Date

This Resolution shall become effective immediately upon its approval.

PASSED, APPROVED, AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL ON THE 7TH DAY OF JULY, 2026.

Catherine Eaves, Mayor

ATTEST:

Clarinda Espinoza, Interim City Secretary

CITY COUNCIL AGENDA ITEM REPORT

July 7, 2026

Agenda Item No. 12G

Department: Administration

Sponsor: Henry Arredondo, City Manager

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: Approve



AGENDA ITEM

Approve Resolution 2026-07-03, a resolution authorizing the City to participate in USDA Emergency Community Water Assistance Grants (ECWAG). (H. Arredondo, City Manager)

EXECUTIVE SUMMARY

This resolution authorizes the City of Alpine to submit an application to the United States Department of Agriculture (USDA) Rural Development for the Emergency Community Water Assistance Grant (ECWAG). The grant program provides funding to help communities address emergency drinking water infrastructure needs and protect the City's water supply.

The resolution also designates the City Manager as the City's Authorized Representative to execute all required grant applications, agreements, and related documents.

Approval of this resolution enables the City to pursue federal funding opportunities that support critical water system improvements without committing local funds unless approved at a later date.

SUPPORTING MATERIALS

1. 2026-07-03 USDA Emergency Community Water Assistance Grants (ECWAG)

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

RESOLUTION 2026-07-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS, AUTHORIZING THE SUBMISSION OF APPLICATION TO THE UNITED STATES DEPARTMENT OF AGRICULTURE RURAL DEVELOPMENT FOR THE EMERGENCY COMMUNITY WATER ASSISTANCE GRANT (ECWAG); DESIGNATING THE CITY MANAGER AS THE AUTHORIZED REPRESENTATIVE; AND AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS.

WHEREAS, the City of Alpine is a municipal corporation located in Brewster County, Texas, and is eligible to apply for financial assistance through the United States Department of Agriculture (USDA) Rural Development programs; and

WHEREAS, USDA Rural Development offers the Emergency Community Water Assistance Grant (ECWAG) program to assist eligible communities in addressing emergency water supply and infrastructure needs, and to help recover from, or prevent an emergency that threatens the City’s safe drinking water supply; and

WHEREAS, the City of Alpine desires to submit applications for funding under the PPG and ECWAG programs in order to support planning and improvements related to the City’s water system and related infrastructure; and

WHEREAS, it is necessary to designate an Authorized Representative to act on behalf of the City in all matters related to the application, award, and administration of these grants.

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

SECTION I. Authorization to Apply

The City of Alpine hereby authorizes the submission of application to the USDA Rural Development for:

- The Emergency Community Water Assistance Grant (ECWAG).

SECTION II. Authorized Representative

The City Manager is hereby designated as the Authorized Representative of the City of Alpine and is authorized to:

- Execute and submit all applications;
- Execute grant agreements, assurances, and certifications;
- Sign any and all documents necessary for the administration of these grants; and
- Act on behalf of the City in all matters pertaining to the applications and

any resulting awards.

SECTION III. Commitment to Compliance

The City of Alpine agrees to comply with all applicable federal, state, and local laws, rules, and regulations governing these programs.

SECTION IV. Effective Date

This Resolution shall become effective immediately upon its approval.

PASSED, APPROVED, AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL ON THE 7TH DAY OF JULY, 2026.

Catherine Eaves, Mayor

ATTEST:

Clarinda Espinoza, Interim City Secretary

CITY COUNCIL AGENDA ITEM REPORT

July 7, 2026

Agenda Item No. 12H

Department: Administration

Sponsor: Henry Arredondo, City Manager

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: Approve



AGENDA ITEM

Approve Resolution 2026-07-04, a resolution authorizing the City to participate in Scenic City Texas Grant. (H. Arredondo, City Manager)

EXECUTIVE SUMMARY

This resolution authorizes the City of Alpine to submit an application to the Texas Scenic City Certification Program, which recognizes communities that demonstrate a commitment to high-quality scenic standards and community beautification. Certification supports the City's efforts to preserve its unique Big Bend character, enhance public spaces, attract economic investment, and promote civic pride. The resolution also designates the City Manager as the City's Authorized Representative to execute the application and all necessary documents related to the certification process.

SUPPORTING MATERIALS

1. 2026-07-04 Scenic City Texas Grant

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

RESOLUTION 2026-07-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE TEXAS SCENIC CITY CERTIFICATION PROGRAM; ACKNOWLEDGING THE BENEFITS OF CERTIFICATION IN PRESERVING THE CITY’S BIG BEND CHARACTER, ATTRACTING INVESTMENT, AND PROMOTING CIVIC PRIDE; DESIGNATING THE CITY MANAGER AS THE AUTHORIZED REPRESENTATIVE; AND AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS.

WHEREAS, the City of Alpine is a municipal corporation located in Brewster County, Texas; and

WHEREAS, the Texas Scenic City Certification Program recognizes communities that implement high-quality scenic standards for public roadways and spaces; and

WHEREAS, participation in the Texas Scenic City Certification Program supports the City of Alpine’s efforts to protect and enhance its unique Big Bend character, promote aesthetic quality, and preserve its natural and cultural resources; and

WHEREAS, certification can help the City attract economic investment, improve quality of life, and build long-term civic pride among residents and stakeholders; and

WHEREAS, the City of Alpine desires to submit an application for certification in order to advance these community goals; and

WHEREAS, it is necessary to designate an Authorized Representative to act on behalf of the City in all matters related to the application and certification process.

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

SECTION I. Authorization to Apply

The City of Alpine hereby authorizes the submission of an application to the Texas Scenic City Certification Program.

SECTION II. Community Commitment

The City Council affirms its commitment to maintaining and enhancing scenic standards that preserve the City’s Big Bend character, support economic development, and foster civic pride.

SECTION III. Authorized Representative

The City Manager is hereby designated as the Authorized Representative of the City

of Alpine and is authorized to:

- Execute and submit the application;
- Execute any agreements, certifications, or supporting documentation; and
- Sign any and all documents necessary to complete the application and certification process.

SECTION IV. Compliance

The City of Alpine agrees to comply with all program requirements and guidelines associated with the Texas Scenic City Certification Program.

SECTION V. Effective Date

This Resolution shall become effective immediately upon its approval.

PASSED, APPROVED, AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL ON THE 7TH DAY OF JULY, 2026.

Catherine Eaves, Mayor

ATTEST:

Clarinda Espinoza, Interim City Secretary

CITY COUNCIL AGENDA ITEM REPORT

July 7, 2026

Agenda Item No. 12I

Department: Administration

Sponsor: Henry Arredondo, City Manager

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: Approve



AGENDA ITEM

Approval of the Manuel Payne Field Interlocal Agreement between the Alpine Independent School District and City of Alpine (H. Arredondo, City Manager)

EXECUTIVE SUMMARY

The City of Alpine and Alpine ISD have developed an interlocal agreement to support the restoration and improvement of the Manuel Payne Softball Field, a shared community asset used for school athletics, youth programs, and public recreation. The agreement outlines a cooperative framework in which both entities contribute resources—such as labor, materials, equipment, and funding—to complete necessary repairs and upgrades that will enhance safety, playability, and long-term maintenance of the facility.

The restoration project addresses field conditions, fencing, lighting, dugouts, and other essential infrastructure that has deteriorated over time. By partnering through an interlocal agreement, the City and AISD can reduce costs, streamline project coordination, and ensure the field meets standards for school competitions and community use. This collaboration strengthens the relationship between the City and the school district while improving a valued recreational space for residents.

Approval of the interlocal agreement authorizes both parties to proceed with the restoration plan, formalizes shared responsibilities, and ensures timely completion of improvements ahead of upcoming athletic seasons.

SUPPORTING MATERIALS

1. Interlocal Agreement - AISD CoA for Manuel Payne Field - REVISED 6.25.26 - CLEAN
-

BUDGET CONSIDERATIONS

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

APPROVERS

Alexandra Tackett, Deputy City Secretary

INTERLOCAL AGREEMENT REGARDING MANUAL PAYNE FIELD
BETWEEN THE ALPINE INDEPENDENT SCHOOL DISTRICT
AND CITY OF ALPINE

This Agreement is between the **City of Alpine, Texas** (“City”), a municipality and home rule city of the State of Texas, and **Alpine Independent School District** (“District”), an independent school district and political subdivision of the State of Texas, hereinafter collectively referred to as the “Parties.”

WHEREAS, the City owns, operates, and maintains certain recreational fields and related amenities (the “City Facilities”), more particularly described in Section I., below, for the benefit of the general public; and,

WHEREAS, the District desires to utilize the City Facilities for school-related athletic programs, practices, competitions, and other educational and extracurricular activities; and,

WHEREAS, the City and the District are authorized to enter into interlocal agreements pursuant to applicable law, including but not limited to Chapter 791 of the Texas Government Code (the “Interlocal Cooperation Act”); and,

WHEREAS, the parties share a common interest in maximizing the efficient use of public resources and enhancing recreational and educational opportunities for residents, students, and the broader community; and,

WHEREAS, the parties desire to collaborate on the planning, funding, construction, improvement, maintenance, and operation of the City Facilities in order to meet both municipal and District needs; and,

WHEREAS, the City and the District each find that the joint use and improvement of the City Facilities serves a valid and lawful public purpose, including but not limited to promoting public health, safety, welfare, recreation, and education; and,

WHEREAS, the parties acknowledge that any funds expended by either party under this Agreement are for the direct accomplishment of a public purpose of such party and that each party will receive sufficient consideration and benefit in exchange for such expenditures; and,

WHEREAS, the parties intend that this Agreement includes adequate controls to ensure that public funds are used efficiently and solely for the public purposes described herein; and,

WHEREAS, the City and the District desire to provide for shared financial contributions toward capital improvements, renovations, and upgrades to the City Facilities (the “Improvements”), which may include, but are not limited to, field surfacing, lighting, irrigation, seating, parking, and related infrastructure; and,

WHEREAS, the parties recognize that such Improvements will enhance the usability, safety, and longevity of the City Facilities for both public use and District activities; and,

WHEREAS, the parties intend to establish terms governing scheduling, priority of use, maintenance responsibilities, and cost-sharing arrangements to ensure equitable and efficient use of the City Facilities; and,

WHEREAS, the City retains ownership of the City Facilities, and any Improvements made pursuant to this Agreement shall become part of the real property and remain the property of the City, subject to the terms and conditions of this Agreement; and,

WHEREAS, the parties desire to ensure that, except as otherwise provided herein, the City Facilities remain available for public use in a manner consistent with the City's policies and this Agreement; and,

WHEREAS, the governing bodies of the City and the District have each determined that entering into this Agreement is in the best interests of their respective entities and the public they serve.

NOW THEREFORE, for and in consideration of the mutual promises and covenants expressed herein, the Parties agree as follows:

I. City Premises

1. **Facilities Use**: In consideration of the mutual covenants and agreements of this Agreement, and other good and valuable consideration, City grants to District an exclusive license to use the following City Facilities and adjacent parking areas, as depicted on **Exhibit A** which is attached hereto and incorporated herein, which are located at:

Facility Name: Manuel Payne Field, which is located within Kokernot Municipal Park in Alpine, Texas

(hereinafter "City Facilities"). This Agreement grants a contractual license only for scheduling and operational use and does not create a leasehold, tenancy, or any real property interest in favor of the District. This Agreement does not entitle District or District's officers, agents, employees, contractors, students or invitees to enter, occupy, or use any other area, facility, or building owned or controlled by City.

2. **Permitted Use**. District is granted the right to use the City Facilities for the following purposes (the "Permitted Use"):
 - a. The City Facilities shall serve as the primary home field for District softball games conducted as part of the University Interscholastic League ("UIL"). The District shall have exclusive control over the scheduling and use of the City Facilities for all District activities, including games, practices, and related events. The District's schedule shall have absolute priority over all other uses and schedules.
 - b. On an annual basis, the District's Athletic Director, or designee, shall provide the City Manager or the City Manager's designee with the District's anticipated game and practice schedules for informational purposes only. The City acknowledges that such schedules are established solely by the District and shall not be subject to approval, modification, or restriction by the City. The City further acknowledges that the schedules may change.
 - c. In the event the District participates in post-season play, the District shall have the exclusive right to schedule and host post-season games and related activities at the City Facilities, including practices and "walk-throughs." Such post-season use shall be determined solely by the District and shall not be subject to interference by the City.
 - d. The District may host non-District or third-party games, tournaments, or events at the City Facilities at its discretion. In furtherance of community use, the District shall make the City Facilities reasonably available to local baseball and softball associations, including youth leagues, when not in conflict with District use. All such uses shall be subject to the District's sole scheduling authority, and District use shall at all times take precedence.

- e. District may use all portions of the City Facilities necessary for its Permitted Use, including but not limited to the playing field, concession stand, restrooms, storage areas, and batting cages, as depicted in Exhibit A.
- f. City shall not establish blackout dates or community programming that limits District's priority to use the City Facilities.

3. Scheduling Authority and Community Use. The District shall have sole and exclusive authority to schedule all use of the City Facilities, including use by third parties. The City shall not interfere with, restrict, override, or otherwise control the scheduling or use of the City Facilities by the District or any District-approved user. The District acknowledges the importance of providing community recreational opportunities and, subject to District scheduling priorities, intends to make the City Facilities available for use by the Big Bend Amateur Softball Association (BBASA) and other local youth baseball and softball leagues when the facilities are not being used for District games, practices, or other District activities. Accordingly, the District may permit use of the City Facilities by BBASA, other youth leagues, and other third parties, provided that:

- District-sponsored activities, including games, practices, tournaments, and other school functions, shall have first priority for use of the City Facilities;
- BBASA and other local youth baseball and softball leagues shall be afforded reasonable opportunities to use the City Facilities during times the facilities are not scheduled for District use;
- All third-party use shall remain subordinate to District scheduling priority;
- The District retains sole and absolute discretion over all dates, times, duration, and conditions of use;
- Third-party users are not guaranteed access and may be rescheduled, relocated, or displaced as necessary to accommodate District needs or other District-approved uses; and,
- Third-party users shall be solely responsible for their own operations, personnel, insurance, and compliance with applicable laws and shall not be deemed agents, employees, or representatives of the District.

4. Compliance with Laws and Policies. District shall, at all times during its use of the City Facilities, comply with all applicable federal, state, and local laws, regulations, and ordinances relating to the use, condition, and occupancy of the City Facilities. District shall also comply with reasonable written requirements of utility providers and applicable insurance requirements affecting the City Facilities. District shall adhere to applicable District policies and reasonable City administrative regulations that do not conflict with this Agreement. In the event of any conflict between this Agreement and any policy or regulation, the terms of this Agreement shall control. No retroactive or event-specific regulations shall diminish District rights under this Agreement.

5. Use Restrictions. District shall not use the City Facilities in any manner that (a) constitutes a nuisance, (b) causes waste or damage beyond ordinary wear and tear, or (c) is unreasonably hazardous. District shall not knowingly use the City Facilities in a manner that would materially increase the City's insurance premiums or result in the cancellation of the City's insurance coverage due to District's negligence or misconduct.

6. Compliance with Rules. District shall conduct all activities at the City Facilities in accordance with applicable rules and regulations of the University Interscholastic League ("UIL"), District policies, and applicable laws and ordinances.

7. Standard of Care; Damage. District shall exercise reasonable care in its use of the City Facilities. District shall be responsible only for damage to the City Facilities caused by the negligent acts or omissions of District or its officers, employees, agents, or invitees, reasonable wear and tear excepted.

District shall promptly repair, or cause to be repaired, such damage and restore the City Facilities to substantially the same condition as existed prior to such damage.

II. Term and Termination

8. **Term.** The term of this Agreement (the “Term”) shall commence on **July 13, 2026** (the “Effective Date”) and shall continue through **June 30th of each year**, for an initial period of twenty (20) years, unless earlier terminated as expressly provided herein. In recognition of the substantial financial investments made by both Parties, this Agreement may not be terminated for convenience by either Party during the initial Term, except as expressly provided in this Section.
9. **District Termination for Operational or Programmatic Needs.** Notwithstanding the foregoing, the District may terminate this Agreement, in whole or in part, at its sole discretion for operational, educational, or programmatic reasons upon not less than one hundred eighty (180) days’ prior written notice to the City. The District may elect to terminate only a portion of its use rights if full termination is not required. Any such termination shall not constitute a default by the District.
10. **Termination for Cause; Material Breach.** Either Party may terminate this Agreement upon the occurrence of a Material Breach by the other Party that remains uncured as provided herein.
 - a. **Definition of Material Breach.** A “Material Breach” means a failure to perform a material obligation under this Agreement that substantially impairs the value of this Agreement to the non-breaching Party, including, but not limited to:
 - Failure to perform or observe any material covenant or obligation under this Agreement;
 - **Failure by the District to operate or manage the City Facilities in accordance with its obligations under this Agreement;**
 - Failure by the City to provide reasonable access to, or to maintain, the City Facilities in a safe and usable condition;
 - Any action by the City that materially interferes with the District’s scheduling rights or permitted use of the City Facilities;
 - Failure by either Party to fulfill agreed capital funding or improvement obligations; and/or
 - Any condition or action that creates a material risk to health or safety that is not promptly addressed.Material violation of applicable laws or regulations in connection with this Agreement.
 - b. **Notice and Cure.** The non-breaching Party shall provide written notice of the Material Breach describing the nature of the breach in reasonable detail. The breaching Party shall have sixty (60) days from receipt of such notice to cure the breach; provided, however, that if the breach is not reasonably capable of cure within such period, the breaching Party shall not be in default if it commences cure within the sixty (60) day period; and diligently pursues completion of the cure to completion within a reasonable time.
 - c. **Immediate Termination.** Notwithstanding the foregoing, this Agreement may be terminated upon written notice if a Material Breach creates an immediate threat to health or safety; or the breaching Party fails to commence cure within the required time.
11. **Renewal Option.** Upon expiration of the initial Term, this Agreement may be renewed for one (1) additional term of up to ten (10) years (the “Renewal Term”) upon mutual written agreement of the Parties. The Parties shall meet and confer in good faith regarding renewal no later than ninety (90) days prior to the expiration of the initial Term. Any Renewal Term shall be memorialized in a written amendment or renewal agreement approved and executed by an authorized representative for each Party. Unless otherwise agreed to in writing, the Renewal Term shall be on the same terms and conditions of this Agreement.

12. Reimbursement for Improvements. In the event this Agreement is terminated prior to the expiration of the Initial Term for any reason other than a default by the District, the City shall reimburse the District for the unamortized portion of the District's capital contributions, amortized on a straight-line basis over ten (10) years. Such reimbursement shall be paid within ninety (90) days following the effective date of termination and shall survive termination of this Agreement.
13. Suspension of Obligations. In the event of a Material Breach by the City that materially interferes with the District's use of the City Facility, the District may suspend its obligations under this Agreement until such breach is cured.
14. District Step-In Rights. If the City fails to timely cure a Material Breach relating to maintenance, safety, or usability of the City Facility, the District may, but is not obligated to, perform such work or cause such work to be performed. The City shall reimburse the District for all reasonable costs incurred, or such costs may be offset against any amounts otherwise owed by the District under this Agreement. District's exercise of step-in rights shall not be deemed an assumption of maintenance responsibility.

III. Regulation of Use

15. Safety and Access. City shall comply with applicable fire and safety codes and shall ensure that all walkways, entrances, exits, corridors, stairways, ramps, and access points to utilities within the City Facilities remain unobstructed at all times. Such areas shall not be used in any manner that restricts ingress or egress or access by emergency personnel.
16. Prohibited Conduct. The possession or consumption of alcoholic beverages and smoking within the City Facilities or adjacent areas is prohibited during District use, unless otherwise expressly authorized in writing by the City for non-District events.
17. Hazardous Materials. District shall not knowingly permit the introduction of any materials, substances, equipment, or objects that pose an unreasonable risk of injury or damage to persons or property. City may require removal of such items only upon a reasonable determination that a material hazard exists.

IV. Services, Personnel, and Equipment Provided by City

18. Access. City shall provide District with access to the City Facilities throughout the Term, consistent with the District's exclusive scheduling authority set forth in this Agreement.
19. Structural Maintenance and Repairs. City shall, at its sole cost and expense, remain responsible for the structural components, building systems, lighting systems, plumbing, electrical systems, seating, fencing, and restrooms.
20. Compliance with Laws. City represents that the City Facilities comply with all current applicable laws, codes, and regulations, including safety and accessibility requirements, except to the extent compliance is required solely due to District-specific use or modifications.
21. Condition of Facility. City represents that, as of the Effective Date, the City Facilities are in a condition suitable for its intended use. City shall not permit conditions to exist that materially interfere with District's use of the City Facilities.
22. Non-Interference. City shall not take any action, or permit any condition, that unreasonably interferes with District's use and enjoyment of the City Facilities during its scheduled use periods.

23. Access to Support Areas. City shall provide District access to all areas of the City Facilities reasonably necessary for its use, including restrooms, storage areas, and utility access, in good working condition.
24. Coordination of Improvements. City shall reasonably cooperate with District in the planning, design, and implementation of capital improvements funded in whole or in part by District as set out in more detail in Section IX., below.

V. Services, Personnel, and Equipment Provided by District

25. Event Operations. The District shall be responsible for providing personnel necessary for District-sponsored events, including event supervision and ticketing, at the District's expense. With respect to concession operations for local events including District-sponsored events held at the City Facilities, the BBASA shall have the first right-of-refusal to operate concession services. The District shall provide BBASA with reasonable advance notice of local events for which concessions may be operated. If BBASA elects to operate the concessions for a particular event, the District shall have no obligation to staff, operate, or manage concession services for that event. If BBASA declines or fails to timely accept the opportunity, the District may elect to operate the concessions itself or authorize another organization to do so.
26. Revenue Rights. The District shall retain all revenues derived from ticket sales, programs, and District-related merchandise during District-sponsored events. Concession revenues shall belong to the entity operating the concession services for the applicable event. Accordingly, if BBASA exercises its first right of refusal and operates the concessions, BBASA shall retain all concession revenues from that event. If the District operates the concessions or authorizes another organization to do so after BBASA declines the opportunity, the operating entity shall retain the associated concession revenues.

VI. Use Fee and Utilities

27. Capital Contributions in Lieu of Use Fee. In consideration for the District's use of the City Facilities, the Parties agree that no recurring use fee shall be required. Instead, the City and the District shall each contribute up to Six Hundred Fifty Thousand Dollars and no 00/100 (\$650,000.00) toward the design, construction, and completion of the Improvements to the City Facilities in 2026 (the "Improvements"), consistent with plans prepared by the District's design team and contractor(s) and approved by both Parties. Such capital contributions shall constitute full and complete consideration for the District's use of the City Facilities during the initial Term of this Agreement.
28. Funding and Payment of Contributions. Each Party's capital contribution shall be funded and disbursed in accordance with a mutually agreed project budget, timeline, and funding schedule using the process set out in Section IX., below. Payments may be made directly to contractors, vendors, or into a mutually agreed project account, as determined by the Parties.
29. No Additional Fees. Except as expressly provided in this Agreement, the District shall not be required to pay any additional fees, rent, or charges for its use of the City Facilities during the Term.
30. Accounting and Documentation. The Parties shall maintain reasonable records of all capital expenditures related to the Improvements and shall make such records available to the other Party upon reasonable request.
31. Utilities. The Parties acknowledge that the City Facilities are not separately metered for utility services. The City shall provide and be responsible for arranging utility services to the City Facilities, including

electricity, water, sewer, and lighting. The District shall reimburse the City for a mutually agreed fixed percentage of the utility costs attributable to the District's use of the City Facilities. The Parties shall negotiate in good faith and mutually establish such fixed percentage no later than June 1, 2027. Until such percentage is established, the District shall have no obligation to reimburse the City for utility costs unless otherwise mutually agreed in writing. The City shall provide copies of the applicable utility bills and such other reasonable supporting documentation as may be necessary to substantiate the utility costs and the District's allocated share. The City's submission of such documentation shall be a condition precedent to the District's obligation to make any reimbursement payment. If the City fails to provide the required documentation, the District shall have no obligation to pay the applicable invoice until the required documentation is received and the parties agree on a fixed percentage. Once established, the agreed percentage shall remain in effect unless modified by the Parties through a written amendment to this Agreement.

VII. Control of Premises

32. Ownership and Control. City retains ownership of the City Facilities. During District's scheduled use, District shall have primary operational control of the City Facilities, including event management, scheduling, and supervision. City may enter the City Facilities for inspection, maintenance, or repair, provided such entry does not unreasonably interfere with District's use. District shall be responsible for safety and supervision during its use, but only to the extent of its own acts or omissions and those of its officers, employees, agents, and invitees. The Parties acknowledge that the District's operational control during scheduled use does not constitute exclusive possession and does not create a leasehold or other real property interest.

VIII. Maintenance

33. District Responsibilities - Field Maintenance and Event Operations. District shall be responsible, at its cost, for routine maintenance and upkeep of the softball field necessary to maintain a safe and high-quality playing surface, including:

- Stadium seating;
- Turf sweeping and grooming;
- Minor turf and infield maintenance;
- General field preparation; and,
- Other routine, non-structural maintenance associated with normal use.

District shall perform such work in a manner consistent with maintaining a game-ready and playable condition.

34. Field Preparation for District Events. District shall prepare the playing surface for District events and shall return the playing surface to a game-ready condition following such events, including, but not limited to: removing bases; covering the pitcher's mound; covering the home plate area; and preparing the infield.
35. Third-Party Use and Field Preparation. District may make field maintenance equipment available to local youth sports organizations, including, but not limited to, the Big Bend Amateur Softball Association or similar groups. Such third-party users shall be responsible for preparing the playing surface for their events and returning the playing surface to a game-ready condition following their use. District shall not be responsible for field conditions or damage resulting from third-party use except to the extent caused by the negligent acts or omissions of the District.

36. Coordination of Field Conditions. Any concerns regarding field maintenance or playing conditions shall be addressed collaboratively by the City Manager (or designee) and the District Athletic Director (or designee), who shall work in good faith to resolve such issues in a timely manner.
37. City Responsibilities – Structures and Systems. City shall be responsible, at its sole cost and expense, for maintenance and repair of all building structures and facility systems that are not routine field maintenance, including:
- Restrooms and plumbing fixtures;
 - Electrical systems and lighting;
 - Fixed improvements that were outside the scope of the 2026 Improvements (as defined below); and,
 - Other building components necessary to preserve the usability and safety of the City Facility.
- City shall not recharacterize structural or capital repairs as routine maintenance.
38. Standard of Maintenance. City shall maintain the City Facilities in a safe, functional, and code-compliant condition, suitable for its intended use. District's routine maintenance obligations shall not be interpreted as assuming responsibility for structural, capital, or long-term maintenance of the City Facilities.
39. Damage and Repairs. District shall be responsible for damage to the City Facilities only to the extent caused by the negligent acts or omissions of the District or its representatives, reasonable wear and tear excepted. City shall be responsible for all other repairs, including those resulting from normal wear and tear; age or deterioration; failure of systems or infrastructure; third-party use not caused by District negligence; and any pre-existing conditions, defects, or deficiencies in the City Facilities, including those that the Improvements (as set out in Section IX)., below are intended to repair, correct, or remediate.
40. No Assumption of Capital or Remedial Responsibility. District shall not be responsible for, and shall have no obligation to repair or maintain, any structural conditions, defects, or deficiencies that are intended to be addressed or remediated by the Improvements described in Section IX., whether such conditions existed prior to or are discovered during or after construction of such Improvements. Routine maintenance performed by the District shall not be construed as an assumption of responsibility for such conditions.
41. Emergency Suspension of Use. District may suspend use of the City Facilities immediately, without liability, if it reasonably determines that conditions at the City Facilities present a risk to health or safety of students, staff, or the public. District shall provide prompt notice to City of such suspension and the reasons therefor. Use may resume once the condition has been corrected to a safe and usable condition.
42. Future Turf Replacement. The Parties acknowledge that the synthetic turf installed as part of the 2026 Improvements is anticipated to have a useful life of approximately ten (10) years, although the actual service life may vary depending upon usage, maintenance practices, environmental conditions, and manufacturer recommendations. Accordingly, no later than July 1, 2035, or such earlier date as the Parties mutually determine appropriate based upon the condition of the turf, the Parties shall jointly inspect and evaluate the condition of the playing surface and shall confer in good faith regarding the timing, scope, and funding of any recommended turf replacement in conjunction with any Renewal Term.

The Parties acknowledge that replacement of the synthetic turf constitutes a capital improvement and is not routine maintenance. Neither Party shall be obligated under this Agreement to replace the

synthetic turf at its sole expense unless otherwise expressly agreed in writing. Any agreement regarding turf replacement, including the allocation of costs and responsibilities, shall be subject to approval by the governing bodies of both Parties and memorialized in a written amendment to this Agreement.

IX. Capital Improvements and Alterations

43. Authorization, Design, and Review of Improvements. Subject to the terms of this Agreement and applicable law, the District shall have the right to design, procure, and construct any improvements to the City Facilities (the “Improvements”), including, without limitation, field enhancements, site work, drainage, lighting, fencing, seating, walkways, landscaping, and related athletic infrastructure. The District shall have sole discretion to select the design professionals, contractors, subcontractors, and vendors, and to determine the plans, specifications, and construction methods for the Improvements, subject to the review process set forth herein.

Prior to commencement of construction, the District shall provide the City with plans, specifications, or a reasonable description of the proposed Improvements for review (the “Initial Submittal”). The City shall have thirty (30) days from receipt of the Initial Submittal to provide written comments, objections, or requested modifications.

Following the Initial Submittal, any subsequent design submissions, revisions, or additional scopes (each, a “Subsequent Submittal”) shall be subject to a fifteen (15) business day review period from receipt by the City.

The City’s review shall be limited to confirming that the Improvements:

- (a) comply with applicable laws, codes, and permitting requirements;
- (b) do not materially and adversely affect the structural integrity or core systems of the City Facilities; and,
- (c) are generally consistent with the intended public use of the facility.

If the City fails to provide written comments or objections within the applicable review period, the applicable submittal shall be deemed approved, and the City shall be considered to have waived its right to object to such plans. If the City timely provides comments, the District shall consider such comments in good faith but shall retain final decision-making authority, provided the Improvements comply with applicable law and the standards set forth above. If the City’s comments are accepted by the District but would increase the cost, the City agrees to fund the additional costs.

44. Permitting and Fees. The City shall cooperate with and support the District’s development of the Improvements, including by expediting the review and approval of all permits, licenses, inspections, and other governmental authorizations required for the Improvements. To the fullest extent permitted by law, the City agrees that no fees, charges, or costs shall be imposed on the District in connection with such permits, licenses, inspections, or approvals, including but not limited to application fees, plan review fees, inspection fees, or similar charges. City shall use commercially reasonable efforts to process permits within fifteen (15) business days.
45. Cost Sharing and Funding Commitment. The City and the District agree to share the cost of the Improvements on a fifty percent (50%) / fifty percent (50%) basis, with each Party contributing up to Six Hundred Fifty Thousand Dollars (\$650,000.00) toward the total project cost. Neither Party shall be obligated to contribute funds in excess of its respective cap without prior written agreement. District shall have no obligation to proceed with Improvements if total project cost exceeds the combined funding cap unless agreed in writing.

46. Payment, Reimbursement, and Cash Flow. The District may advance funds for the Improvements in the ordinary course of construction, including payment of contractors, consultants, and vendors. City shall reimburse the District for its share of eligible Improvement costs on at least a monthly basis upon receipt of invoices, pay applications, or other reasonable supporting documentation. All reimbursements shall be made within thirty (30) days of receipt of such documentation. Any undisputed amounts not paid when due shall accrue interest at 6% per annum or the maximum allowed by law, whichever is less.
47. Escrow Funding Requirement. To ensure timely payment of the City's obligations, the City shall deposit its share of the Improvement funding (up to \$650,000) into a dedicated escrow account (the "Escrow Account"). The Escrow Account shall be held by a mutually agreed independent third-party escrow agent, which may include a financial institution, title company, or other qualified escrow service provider acceptable to both Parties (the "Escrow Agent").

The Escrow Account shall be governed by a written escrow agreement (the "Escrow Agreement"), attached hereto as **Exhibit B** and incorporated herein by reference, which shall include, at a minimum, the following terms:

- Initial Funding: City shall fund the Escrow Account with its full committed amount, or an agreed initial installment, prior to commencement of construction;
- Permitted Disbursements: Funds shall be disbursed solely for payment of the City's share of approved Improvement costs;
- Disbursement Process: Disbursements may be made upon submission of invoices or pay applications approved by the District, or as otherwise agreed in the Escrow Agreement;
- Replenishment (if applicable): If the Escrow Account is funded in phases, the City shall timely replenish funds as needed to meet its obligations;
- Dispute Resolution: The Escrow Agreement shall include procedures for handling disputed disbursements, provided that undisputed amounts shall not be withheld; and
- Return of Funds: Any remaining funds in the Escrow Account following final reconciliation shall be returned to the City.

Failure by the City to timely fund or maintain the Escrow Account in accordance with this Section shall constitute a Material Breach of this Agreement.

48. Permits and Compliance with Law. The District shall obtain all required permits, approvals, and inspections and shall ensure that all Improvements comply with applicable federal, state, and local laws, including procurement and public works requirements under Texas law.
49. Construction Obligations; No Liens. The District shall ensure that all contractors comply with applicable bonding and construction requirements, including payment and performance bonds where required by law. The District shall keep the City Facilities free from any liens or claims arising from the Improvements and shall promptly discharge or bond over any such lien.
50. Minor Repairs and Non-Structural Improvements. The District may perform routine maintenance, repairs, and minor non-structural improvements without prior City approval, provided such work does not affect structural components or major systems; does not materially alter the facility footprint or safety systems; and is consistent with applicable law. The District shall provide reasonable notice to the City prior to performing such work.
51. Ownership of Improvements. All permanent Improvements constructed at the City Facilities shall become part of the City Facilities and shall remain the property of the City upon installation.

52. No Transfer of Maintenance Responsibility. The construction or funding of Improvements by the District shall not transfer responsibility for structural, capital, or long-term maintenance of such Improvements to the District, unless expressly agreed in writing.
53. Protection for Non-Payment. If the City fails to timely fund the escrow account or reimburse the District as required herein, the District may suspend work on the Improvements and/or offset such amounts against any financial obligations otherwise owed under this Agreement until such failure is cured.

X. Liability, Insurance, Indemnification, and Immunity

54. Liability. Each Party shall be responsible for claims, damages, and liabilities arising from its own negligent acts or omissions and those of its officers, employees, agents, and contractors.
55. Insurance. Each party shall, at its own expense, obtain and maintain throughout the term of this Agreement a policy of comprehensive general liability insurance from an insurance company authorized to do business in the State of Texas. Such insurance shall provide coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. These limits may be satisfied through a combination of primary and umbrella/excess liability policies. Each party shall name the other party as an additional insured on its respective policy or policies. Prior to occupancy of the premises or commencement of use under this Agreement, each party shall provide the other with a certificate of insurance evidencing the required coverage. Failure to provide such certificate shall prohibit occupancy or use, and the non-compliant party shall be solely responsible for any resulting loss or liability.
56. Responsibility for Acts; No Indemnification. No provision of this Agreement shall be construed as requiring either party to indemnify, defend, or hold harmless the other party, and any such obligation is expressly disclaimed and deemed void to the extent prohibited by law. Each party shall be responsible for its own acts and omissions, and those of its officers, employees, agents, contractors, and invitees, in accordance with applicable law. Nothing in this Agreement shall be construed to expand or waive any immunities, defenses, or limitations of liability available to either party under Texas law.
57. Governmental Immunity. Nothing in this Agreement shall be construed to waive any immunity from suit or liability available to either Party under Texas law.

XI. Inspection and Repairs

58. Condition of City Facilities. District shall have the right, but not the obligation, to inspect the City Facilities prior to use. District shall not be deemed to have accepted or assumed responsibility for pre-existing conditions. District shall be responsible only for damage caused by the negligent acts or omissions of the District or its representatives, reasonable wear and tear excepted.

XII. Notices

59. Notices. All notices and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment, or (c) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses, facsimile numbers or e-mail addresses designated below (or to such other address, facsimile number or e-mail address as a party may designate by notice to the other parties):

To CITY: City of Alpine, Texas Attn: City Manager (Henry Arredondo) 100 N 13th St Alpine, Texas 79830 Fax: 432-837-2044 E-mail: h.arredondo@ci.alpine.tx.us	To DISTRICT: Alpine Independent School District Attn: Superintendent (Dr. Michelle Rinehart) 704 W Sul Ross Ave Alpine, TX 79830 Fax: 432-837-7740 E-mail: mrinehart@alpineisd.net
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Each Party may update its notice information by written notice to the other Party.

XIII. Dispute Resolution

60. Dispute Resolution The Parties shall attempt in good faith to resolve any dispute, claim, or controversy arising out of or relating to this Agreement (a “Dispute”) through informal discussions between the City Manager (or designee) and the District Superintendent (or designee). If the Dispute is not resolved through informal discussions within thirty (30) days, either Party may request that the Dispute be submitted to non-binding mediation. The mediation shall be conducted in Brewster County, Texas, unless otherwise agreed by the Parties. The mediator shall be mutually agreed upon by the Parties. If the Parties are unable to agree on a mediator within fifteen (15) days after a written request for mediation, either Party may request that a mediator be appointed by a mutually acceptable dispute resolution service, such as the American Arbitration Association, or another qualified mediator with experience in Texas public-sector or construction-related disputes. The Parties shall share the mediator’s fees and administrative costs equally, unless otherwise agreed in writing. Each Party shall bear its own attorneys’ fees and costs associated with the mediation. Participation in mediation is a condition precedent to the filing of any legal action, except in cases where a Party seeks injunctive relief, emergency relief, or action necessary to preserve public safety or property. If the Dispute is not resolved through mediation, either Party may pursue any remedies available at law or in equity. Venue for any legal action shall lie exclusively in Brewster County, Texas, and the Parties agree to submit to the jurisdiction of the courts located therein.

XIV. Miscellaneous

- 61. Assignment. Neither Party may assign this Agreement without the prior written consent of the other, which shall not be unreasonably withheld.
- 62. Independent Entities. The Parties are independent governmental entities and agree that this Agreement is an interlocal cooperation agreement and a license for use, and shall not be construed as a lease, joint venture, or partnership.
- 63. Governing Law. This Agreement shall be governed by the laws of the State of Texas, and venue shall lie in Brewster County, Texas.
- 64. Waiver. No waiver of any provision shall be effective unless in writing and shall not constitute a waiver of any future breach.
- 65. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns.
- 66. No Third-Party Beneficiaries. This Agreement does not create rights in any third party, including youth sports organizations or leagues.

67. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.
68. Severability. If any provision is held invalid, the remaining provisions shall remain in full force and effect.
69. Force Majeure. Neither Party shall be liable or deemed in default under this Agreement for any delay or failure in the performance of its obligations (other than payment obligations expressly due and owing) if such delay or failure results from events beyond the reasonable control of the affected Party (each, a “Force Majeure Event”). Force Majeure Events may include, but are not limited to: acts of God; severe weather events; floods; fires; drought; earthquakes; epidemics or pandemics; war; terrorism; civil unrest; labor disputes not involving the affected Party; interruptions of utilities not caused by the affected Party; acts or orders of governmental authorities; or inability to obtain materials, equipment, or services due to supply chain disruptions not caused by the affected Party. The affected Party shall provide written notice to the other Party within a reasonable time after the occurrence of a Force Majeure Event, describing the nature of the event, its anticipated duration, and the obligations affected. The affected Party shall use commercially reasonable efforts to mitigate the impact of the Force Majeure Event and to resume performance as soon as practicable. During the continuance of the Force Majeure Event, the obligations of the affected Party shall be temporarily suspended to the extent and for the duration that performance is prevented or materially impaired. Time for performance shall be extended for a period equal to the duration of the Force Majeure Event. Notwithstanding the foregoing: (a) obligations relating to safety, protection of persons and property, and compliance with applicable law shall not be excused; (b) undisputed payment obligations for work already performed or costs already incurred prior to the Force Majeure Event shall not be excused, but timing for payment may be reasonably extended; and (c) if a Force Majeure Event continues for more than one hundred eighty (180) consecutive days and materially prevents the use of the City Facility for its intended purpose, either Party may terminate this Agreement upon written notice, without penalty, except for obligations accrued prior to such termination.
70. Amendment. This Agreement may be amended only by written agreement of the Parties.
71. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements.
72. Authority; Approval by Governing Bodies. Each Party represents and warrants that it has the full legal authority to enter into and perform this Agreement. Each Party further represents and warrants that this Agreement has been duly authorized, approved, and adopted by its governing body in accordance with all applicable laws, rules, and procedures. The individuals executing this Agreement on behalf of each Party represent and warrant that they are duly authorized to execute and bind such Party to the terms of this Agreement.
73. Electronic Signatures. The Parties agree that this Agreement may be executed by electronic means, including electronic signature, and that such execution shall have the same force and effect as a handwritten signature for all purposes under Texas law. Pursuant to the Texas Uniform Electronic Transactions Act (Tex. Bus. & Com. Code § 322.001 *et seq.*), each Party consents to the use of electronic records and signatures in connection with this transaction. Delivery of a signed counterpart of this Agreement by email in PDF format or by use of an electronic signature platform (e.g., DocuSign, Adobe Sign, Nitro) shall be effective as delivery of a manually executed counterpart and shall have the same legal effect as original signatures.

[Signature on following page intentionally.]

IN WITNESS WHEREOF, the Parties have executed this Escrow Agreement as of the dates set forth below.

CITY: CITY OF ALPINE, TEXAS

DRAFT FOR REVIEW – NOT FOR SIGNATURE – WILL SEND FOR ESIGN ONCE APPROVED

By: _____

Date: _____

Henry Arredondo, City Manager

Email: h.arredondo@ci.alpine.tx.us

DISTRICT: ALPINE INDEPENDENT SCHOOL DISTRICT

DRAFT FOR REVIEW – NOT FOR SIGNATURE – WILL SEND FOR ESIGN ONCE APPROVED

By: _____

Date: _____

Michelle Rinehart, Superintendent of Schools

Email: mrinehart@alpineisd.net

Exhibit A

City Facilities

The Portion of property shown below is approximate representation of the City Facilities that are the subject of this Agreement:



Larger tract for context:



Exhibit B

Escrow Agreement

This Escrow Agreement (“Escrow Agreement”) is entered into by and among the City of Alpine, Texas, a municipality (“City”), Alpine Independent School District, a political subdivision of the State of Texas (“District”), and **West Texas National Bank**, a bank of the State of Texas authorized to do business in the State of Texas (“Escrow Agent”). This Escrow Agreement is entered into pursuant to that certain Interlocal Agreement Regarding Manuel Payne Field between the City and the District (the “Agreement”). Capitalized terms not otherwise defined herein shall have the meanings assigned in the Agreement. In the event of any conflict between this Escrow Agreement and the Agreement, the terms of the Agreement shall control.

The purpose of this Escrow Agreement is to establish a mechanism to ensure the timely funding and disbursement of the City’s financial obligations for the Improvements contemplated by the Agreement. Escrow Agent shall establish and maintain a segregated, interest-bearing escrow account (the “Escrow Account”) to hold funds deposited by the City for such purpose. All funds deposited into the Escrow Account shall be held in trust by the Escrow Agent and shall not be comingled with other funds of the Escrow Agent. Any interest earned on funds in the Escrow Account shall accrue to the benefit of the City unless otherwise agreed in writing by the Parties.

The City shall deposit into the Escrow Account an amount of up to Six Hundred Fifty Thousand Dollars (\$650,000), or such lesser amount as may be agreed in writing by the Parties, prior to the commencement of construction of the Improvements, unless the Parties mutually agree to fund the Escrow Account in phases. The City’s failure to timely deposit or maintain sufficient funds in the Escrow Account as required herein shall constitute a Material Breach of the Agreement.

Funds held in the Escrow Account shall be used solely for payment of the City’s share of costs associated with the Improvements, including payment of contractors, consultants, vendors, and other project-related expenses that are properly incurred under the Agreement. Disbursements from the Escrow Account shall be made by the Escrow Agent upon receipt of a written disbursement request from the District, accompanied by reasonable supporting documentation such as invoices, pay applications, or other evidence of incurred costs. The Parties agree that approval by the District shall be sufficient authorization for the Escrow Agent to disburse funds, and the Escrow Agent shall not be required to independently verify the underlying work, services, or materials.

The Escrow Agent shall disburse funds within five (5) business days after receipt of a complete disbursement request. In the event the City disputes any requested disbursement, the City shall provide written notice to the District and the Escrow Agent within ten (10) business days after receipt of the request, specifying in reasonable detail the basis for the dispute and the amount in dispute. The existence of a dispute shall not delay or impair the disbursement of any undisputed amounts, which shall be promptly paid from the Escrow Account. The Parties shall work in good faith to resolve any disputed amounts in accordance with the dispute resolution provisions of the Agreement.

If the Escrow Account is funded in phases, the City shall timely replenish the Escrow Account as necessary to ensure that sufficient funds are available to meet its obligations under the Agreement. Failure to timely replenish the Escrow Account shall constitute a Material Breach of the Agreement and shall entitle the District to exercise any remedies available under the Agreement, including suspension of work on the Improvements.

Escrow Fees and Costs. The Parties anticipate that the Escrow Agent will not charge any fees in connection with the establishment or administration of the Escrow Account. However, if the Escrow Agent imposes any fees, costs, or expenses in connection with the establishment, administration, maintenance, investment, disbursement, or termination of the Escrow Account, including any transaction, wire transfer, account maintenance, or similar fees, the City shall be solely responsible for payment of such fees and expenses. The District shall have no obligation to pay or advance any escrow-related fees or costs. If the District pays any escrow fees or expenses on behalf of the City to avoid delay in the Improvements or otherwise, the City shall reimburse the District for such amounts within thirty (30) days after receipt of an invoice and reasonable supporting documentation. The City's obligations under this Section shall survive termination of the Agreement and this Escrow Agreement.

The Escrow Agent shall hold and disburse funds strictly in accordance with the terms of this Escrow Agreement and shall maintain accurate records of all deposits and disbursements. The Escrow Agent shall provide account statements to the Parties upon reasonable request. The Escrow Agent shall have no duty to monitor construction progress, verify performance, interpret the Agreement, or resolve disputes between the Parties, and may rely conclusively on written instructions received from the District that the Escrow Agent reasonably believes to be genuine and authorized.

The Escrow Agent shall not be liable to the Parties for any act or omission taken in good faith in accordance with this Escrow Agreement, except in the case of the Escrow Agent's gross negligence or willful misconduct. The Escrow Agent may rely on any written notice, instruction, or document believed by it to be genuine and shall not be required to make any independent investigation or determination of facts.

Upon completion of the Improvements and final reconciliation of project costs, any remaining funds in the Escrow Account shall be returned to the City, provided that all outstanding obligations related to the Improvements have been satisfied or otherwise accounted for. This Escrow Agreement shall terminate upon the earlier of the final disbursement of all funds in the Escrow Account or termination of the Agreement, subject to any obligations that expressly survive termination.

This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue for any action arising out of or relating to this Escrow Agreement shall lie exclusively in Brewster County, Texas. Any disputes arising under this Escrow Agreement shall be resolved in accordance with the dispute resolution procedures set forth in the Agreement.

This Escrow Agreement constitutes the entire agreement among the Parties with respect to the Escrow Account and may be amended only by written agreement executed by all Parties.

IN WITNESS WHEREOF, the Parties have executed this Escrow Agreement as of the dates set forth below.
AGREED TO BY:

[Signature on Following Page Intentionally.]

CITY: CITY OF ALPINE

By: _____
Henry Arredondo, City Manager
Email: h.arredondo@ci.alpine.tx.us

Date: _____

DISTRICT: ALPINE INDEPENDENT SCHOOL DISTRICT

By: _____
Michelle Rinehart, Superintendent of Schools
Email: mrinehart@alpineisd.net

Date: _____

ESCROW AGENT: [ESCROW AGENT NAME/COMPANY]

By: _____
Printed Name: _____
Title: _____

Date: _____

CITY COUNCIL AGENDA ITEM REPORT

July 7, 2026

Agenda Item No. 15A

Department: Administration

Sponsor: Henry Arredondo, City Manager

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: None



AGENDA ITEM

Consultation with Attorney § 551.072, Texas Government Code:

Discussion regarding potential impacts to City related to the litigation in Cause No. 25436, Stephen M. Seale vs. Texas Disposal Systems, Inc. (H. Arredondo City Manager)

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

None

BUDGET CONSIDERATIONS

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

APPROVERS
