



CITY OF ALPINE
REGULAR CITY COUNCIL MEETING
803 W. Holland Avenue, Alpine, Texas 79830
Tuesday, August 1, 2023 - 5:30 P.M.

Notice is hereby given that the City Council of the City of Alpine, Texas, will hold a regular meeting at 5:30 P.M. on August 1, 2023, in City Council Chambers, at 803 West Holland Avenue, in the City of Alpine, Texas for the purpose of considering the attached agenda. This notice is posted pursuant to the Texas Open Meetings Act (Government Code Sec. 551.043). **PUBLIC NOTICE – THE USE OF CELLULAR PHONES AND ELECTRONIC EQUIPMENT IS PROHIBITED IN THE CITY COUNCIL CHAMBERS DURING MEETINGS OF THE CITY COUNCIL EXCEPT FOR PURPOSES EXPLICITLY AUTHORIZED BY STATE LAW (TEXAS GOVERNMENT CODE SEC. 551.023).** This meeting will be conducted in accordance with the official Rules of Decorum for City Council Meetings available at www.cityofalpine.com/decorum. Public Comments are limited to agenda items only. Individuals who wish to address the City Council may do so by completing a Public Comment Card and by placing the completed card on the City Secretary's desk no later than five minutes before the commencement of the meeting. The Public Comment Card may also be completed online at www.cityofalpine.com/councilcomments. A Public Comment Card is not required for speakers who wish to comment on a Public Hearing item. When speakers are acknowledged, please approach the microphone at the podium and state your name and Ward for the record. Public Comments are limited to 3 minutes per person, and a bell will signal the end of each speaker's time. Please conclude speaker comments promptly when the bell rings. State law generally prohibits the Council from discussing or taking any action on any issue not included on the agenda, but if appropriate, the Council may schedule the topic for future discussion or refer the matter to staff. **NO PERSONAL ATTACKS ON COUNCIL MEMBERS OR CITY STAFF WILL BE ALLOWED.** The Mayor and/or City Council Members may call a point of order to stop personal attacks. If an individual continues to personally attack an elected official or staff member in a meeting, they may be barred.

AGENDA

1. **Call to Order & Pledge of Allegiance to the Flags.**
2. **Determination of a Quorum and Proof of Notice of the Meeting.**
3. **Public Comments** – (limited to 3 minutes per person)
4. **Presentations, Recognitions, and Proclamations** – None.
5. **Reports** – For information only, no discussion or action may take place.

City Mayor Report.

City Attorney Report.

City Manager Report.

City Staff Update.

1. Municipal Court Update by the Honorable Judge Gilbert E. Valenzuela & Municipal Court Clerk, Linda Stewart.
6. **Public Hearings** –
1. Public Hearing to obtain citizen views and comments regarding Special Use Permit 2023-08-01, a Short term Rental Special Use Permit allowing a short term rental to be established at 405 N. 9th St. The property owner of record is Christopher Jacob. The Parcel ID of the subject property is 11974.
7. **Consent Agenda** – (Minutes, Financial reports, Department written reports, board appointments, etc.) **Notice to the Public** – The following items are of a routine and administrative nature. The Council has been furnished with background and support material on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Council Member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.
1. Approval of July 18, 2023 Regular Meeting Minutes. (G. Calderon, City Secretary)
 2. Approval of the excused absence of Councilor Rodriguez from the July 18, 2023 Regular City Council Meeting. (G. Calderon, City Secretary)
 3. Approval of the amended Fiscal Year 2023-2024 City Holiday Schedule. (G. Calderon, City Secretary)
 4. Approval of the Fiscal Year 2023-2024 City Meeting Calendar. (G. Calderon, City Secretary)
 5. Approval of Special Use Permit 2023-08-01, a Short term Rental Special Use Permit allowing a short term rental to be established at 405 N. 9th St. The property owner of record is Christopher Jacob. The Parcel ID of the subject property is 11974. (G. Calderon, City Secretary)

8. Information or Discussion Items –

1. Parks and Recreation Board Update by Chair of the Board, Karen Cantrell. (M. Antrim, City Manager)
2. Sunshine House presentation by Executive Director, Kerie Van Zeyst and discussion of services and city support. (C. Eaves, Mayor)
3. Property Tax Rate - Appraised Values/Tax Roll. (M. Antrim, City Manager)
4. Discussion regarding the Fiscal Year 2023-2024 Budget. (M. Antrim, City Manager)
5. Discuss and schedule 4 workshops to educate Council and members of the community about key strategic items that are of interest to the community so that Council can make appropriate financial/budget decisions and goals for the next fiscal year can be put in place in the areas of 1) Water production and Delivery, 2) Waste Water Production and Effluent Water Production 3) Road maintenance and potential equipment needed if the City is to “self pave” and 4) Key actions need to align employee pay and benefits. (R. Stephens, City Council)

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

1. Approve Resolution 2023-08-01, a resolution authorizing the renewal of the City of Alpine employee health insurance, dental insurance, and vision insurance benefits for the fiscal year 2023-2024. (M. Antrim, City Manager)
2. Approve Resolution 2023-08-02, a resolution authorizing the transfer of designated fire apparatuses, equipment, and vehicles to Brewster County, Texas as outlined under the Interlocal Agreement regarding firefighting and fire protection services, and Alpine Emergency Services Board. (M. Antrim, City Manager)
3. Approve Resolution 2023-08-03, a resolution approving the renewal of the City’s telecommunication and broadband contract with Big Bend Telephone. (M. Antrim, City Manager)
4. Approve Resolution 2023-08-04, a resolution approving the Fiscal Year 2023-2024 Health Reimbursement Arrangement managed through Total Administrative Services Corporation (TASC). (M. Antrim, City Manager)
5. Approval of the FY 2024/2025 E9-1-1 Public Safety Answering Point Services Interlocal Agreement between the City of Alpine and Rio Grande Council of Governments (RGCOG). (M. Antrim, City Manager)

10. City Council Member Comments – No discussion or action may take place.

NOTICE: The City Council reserves the right to reconvene, recess, realign, change the order of business, or adjourn into Executive Session at any time during the course of the meeting prior to adjournment, to discuss any item listed above, as authorized by 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).

NOTICE: In compliance with the Americans with Disabilities Act, the City of Alpine will provide reasonable accommodations for persons attending meetings. This facility is wheelchair accessible,

and accessible parking space is available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the Office of the City Secretary at (432) 837-3301, option 1, or email city.secretary@cityofalpine.com for further information.

11. Executive Session –

Consultation with Attorney § 551.071, Texas Government Code

1. Pursuant to Texas Government Code Sec. 551.071 (Consultation with Attorney) receive legal advice related to Pending Legal Requests, Potential Claims, and City Council Legal Requests. (M. Antrim, City Manager)

12. Action – Executive Session – None.

13. Adjourn.

CERTIFICATION

I, Geoffrey R. Calderon, do hereby certify that this notice was posted at City Hall, in a convenient and readily accessible place to the general public, and on the City website at www.cityofalpine.com/agenda pursuant to Section 551.043, Texas Government Code. The said notice was posted by 2:00 P.M. on Friday, July 28, 2023, and remained so posted for at least 72 hours preceding the scheduled time of the said meeting.


Geoffrey R. Calderon, City Secretary



INTRODUCTION OVERVIEW

1. **Call to Order & Pledge of Allegiance to the Flags.**
2. **Determination of a Quorum and Proof of Notice of the Meeting.**
3. **Public Comments** – (limited to 3 minutes per person)
4. **Presentations, Recognitions, and Proclamations** – None.

REPORTS OVERVIEW

5. Reports –

City Mayor Report.

City Attorney Report.

City Manager Report.

City Staff Update.

1. Municipal Court Update by the Honorable Judge Gilbert E. Valenzuela & Municipal Court Clerk, Linda Stewart.



CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO
AUGUST 1, 2023

REPORTS

City Staff Update –

1. Municipal Court Update by the Honorable Judge Gilbert E. Valenzuela & Municipal Court Clerk, Linda Stewart.

BACKGROUND

NONE.

SUPPORTING MATERIALS

1. Slide Presentation

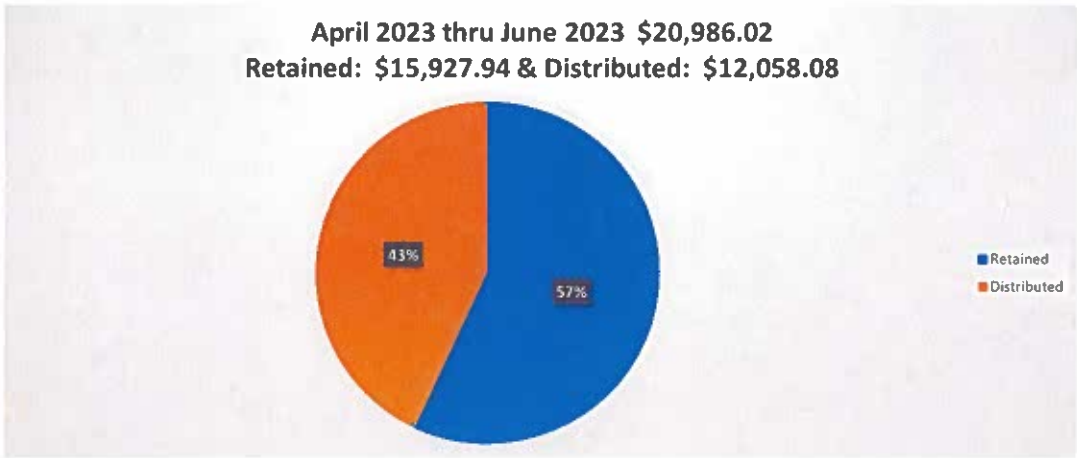
STAFF RECOMMENDATION

N/A

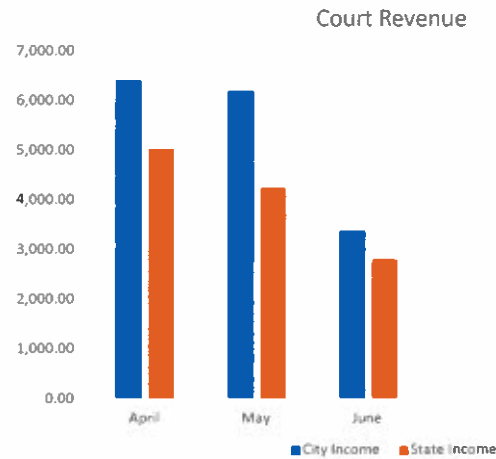
Municipal Court Report

April 2023 – June 2023

Apr thru June 2023 Revenue Distribution

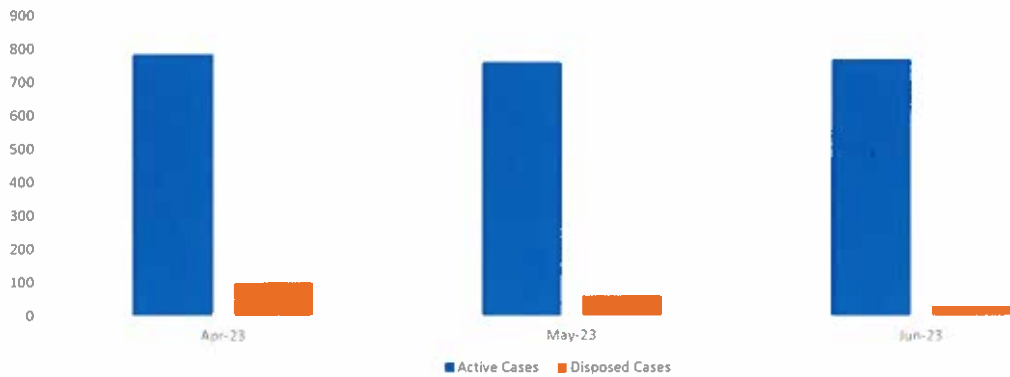


Court Revenue: April 2023 – June 2023



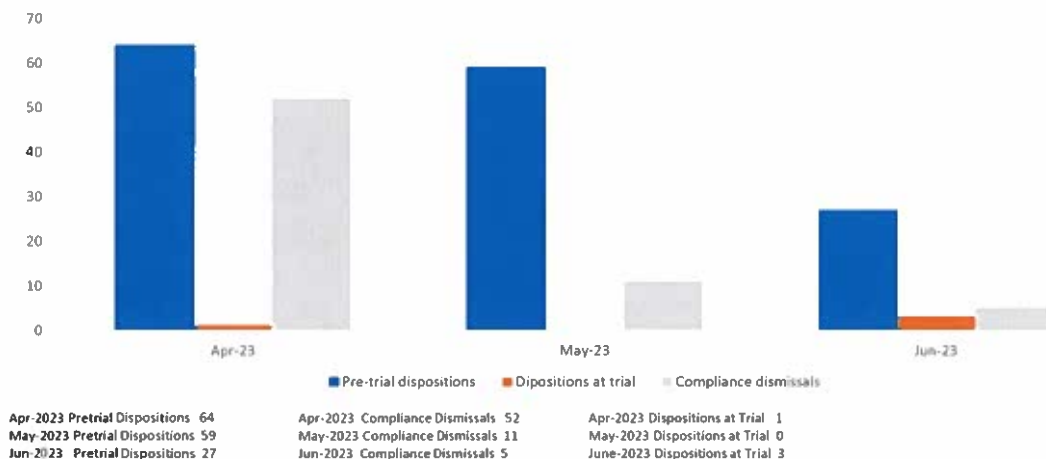
Apr City Income:	\$ 6,392.25	May City Income:	\$ 6,175.42	Jun City Income:	\$ 3,360.27
Apr State Income:	\$ 5,022.91	May State Income:	\$ 4,237.04	Jun State Income:	\$ 2,798.13

Apr thru Jun 2023 Cases In Court



Apr 2023 Active Cases:	784	Apr 2023 Disposed Cases:	96
May 2023 Active Cases:	759	May 2023 Disposed Cases:	58
Jun 2023 Active Cases:	767	Jun 2023 Disposed Cases:	25

Apr thru Jun 2023 Dismissals



Municipal Court Progress/Changes

- Next Warrant Round-up has been scheduled for September 14, 2023.
- Municipal Court Clerk has been awarded a scholarship valued up to \$1,000.00 to attend a TCCA Conference in Georgetown October 29-November 1, of this year. Municipal Court Clerk will earn 20 continuing education credit hours.
- Municipal Court Clerk took Examination for Municipal Court Clerk Certification on June 27, 2023; still waiting for exam results; was informed that it could take up to 45 days.
- Municipal Court Calendar has been set for 2023-2024. (See following Slide)
- Municipal Court has 2 new prosecutors that will be assisting the court via Zoom. Mr. Christopher Gad and Allesandra Gad who both are associates at the Bojorquez Law Firm in El Paso, Texas.

Municipal Court Calendar 2023-2024

AUG 2023 – Aug 10 & Aug 24	APR 2024 – Apr 11 & Apr 25
SEP 2023 – Sep 14 & Sep 21	MAY 2024 – May 9 & May 23
OCT 2023 – Oct 12 & Oct 26	JUN 2024 – Jun 6 & Jun 20
NOV 2023 – Nov 9 & Nov 16	JUL 2024 – Jul 11 & 25
DEC 2023 – Dec 7 & Dec 14	AUG 2024 – Aug 8 & 22
JAN 2024 – Jan 11 & Jan 25	SEP 2024 – Sep 12 & Sep 26
FEB 2024 – Feb 8 & Feb 22	OCT 2024 – Oct 10 & Oct 24
MAR 2024 – Mar 7 & Mar 28	NOV 2024 – Nov 7 & 14
DEC 2024 – Dec 5 & 12	

PUBLIC HEARINGS OVERVIEW

6. Public Hearings –

1. Public Hearing to obtain citizen views and comments regarding Special Use Permit 2023-08-01, a Short term Rental Special Use Permit allowing a short term rental to be established at 405 N. 9th St. The property owner of record is Christopher Jacob. The Parcel ID of the subject property is 11974.

CONSENT AGENDA OVERVIEW

7. **Consent Agenda** – (Minutes, Financial reports, Department written reports, board appointments, etc.) **Notice to the Public** – The following items are of a routine and administrative nature. The Council has been furnished with background and support material on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Council Member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.
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**CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO
AUGUST 1, 2023**

CONSENT AGENDA

1. Approval of July 18, 2023 Regular Meeting Minutes (G. Calderon, City Secretary)

BACKGROUND

NONE.

SUPPORTING MATERIALS

1. July 18, 2023 Regular Meeting Minutes.

STAFF RECOMMENDATION

APPROVE.

**City of Alpine
Budget Workshop
Regular City Council Meeting
Tuesday, July 18, 2023
Minutes**

WORKSHOP – 3:00 P.M.

1. **Call to Order & Pledge of Allegiance to the Flags** - Mayor Catherine Eaves called the workshop meeting to order at 3:00 P.M. The meeting was held at City Council Chambers located at 803 West Holland Avenue and via Zoom Videoconference in the City of Alpine, Texas. Mayor Eaves led the pledge of allegiance to the flags.

City Council Members Present:

Mayor Catherine Eaves
Councilor Judy Stokes
Councilor Darin Nance
Councilor Martin Sandate
Councilor Rick Stephens

City Staff and Stakeholders Present:

Megan Antrim, City Manager
Geoffrey R. Calderon, City Secretary
Darrell Losoya, Chief of Police
Andrew Devaney, Building Official
Aaron Lara, Utilities Worker II

Not Present:

Councilor Chris Rodriguez

2. **Workshop the Fiscal Year 2023-2024 Budget.**
3. **Adjourn. (4:36 P.M.)**

REGULAR MEETING – 5:30 P.M.

1. **Call to Order & Pledge of Allegiance** – 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.
2. **Determination of a Quorum and Proof of Notice of the Meeting –**

City Council Members Present:

Mayor Catherine Eaves
Councilor Judy Stokes
Councilor Darin Nance
Councilor Rick Stephens

City Staff and Stakeholders Present:

Megan Antrim, City Manager
Geoffrey R. Calderon, City Secretary
Darrell Losoya, Chief of Police
Abel Hinojos, Airport Supervisor

Not Present:

Councilor Chris Rodriguez

Mayor Eaves announced that a quorum of the City Council was present at the City Council Chambers and City Secretary, Geoffrey Calderon, reported that the meeting agenda was posted by 2:00 P.M. on July 14, 2023.

Minutes: 07-18-2023

Approved: 08-01-2023

3. **Public Comments** – (limited to 3 minutes per person) – None.
4. **Presentations, Recognitions, and Proclamations** – None.
5. **Reports** – Copies of presentations displayed during the meeting are posted on the City website at www.cityofalpine.com/reports –

City Mayor Report

1. Streamlining Council Meetings (thank you).
2. October – December Heavy with Major Items that will benefit Alpine.
3. City Government 101 Mini Course Coming soon.

RESOLUTION 2023-07-10: On a motion by Councilor Stephens and seconded by Councilor Sandate to move information or discussion item no. 1 to the end of the meeting, the City Council unanimously voted to adopt the motion.

City Attorney Report –

1. EP Franchise Agreement.
2. Draft Alpine Old School House Lease Agreement.
3. Draft Services Contract for Big Bend Concrete.
4. J. Rutledge – Resolution to Convey Coventry Property.
5. Draft Neighborhood Center Lease.
6. Review Short Term Rental Regulations.
7. Texas Disposal Services.
8. Daugherty Well Negotiations with Jacob/Martin Engineers and Texas Commission on Environmental Quality.
9. Planning and Zoning Questions.
10. Surplus Real Property Disposal Policy.

City Manager Report – None.

City Staff Updates – None.

6. **Public Hearings** –

Open (5:42 P.M.)

1. Public Hearing to obtain citizen views and comments regarding the 2024-2028 Capital Improvement Plan.

Public Comments: None.

Close (5:42 P.M.)

7. **Consent Agenda** – (Minutes, Financial reports, Department written reports, Board appointments, etc.) – (Notice to the Public – The following items are of a routine and administrative nature. The Council has been furnished with background and support material on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Council Member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.) –

Minutes: 07-18-2023

Approved: 08-01-2023

1. Approval of July 11, 2023 Regular Meeting Minutes. (G. Calderon, City Secretary)
2. Approval of the excused absence of Councilor Sandate from the July 11, 2023 Regular City Council Meeting. (G. Calderon, City Secretary)

RESOLUTION 2023-07-11: On a motion by Councilor Stephens and seconded by Councilor Stokes to approve, the City Council unanimously voted to adopt the motion.

8. Information or Discussion items

- ~~1. City Council discuss the key elements of the draft Fiscal Year 2023-2024 budget. (R. Stephens, City Council)~~

Item No. 8 was moved to the end of the meeting.

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

1. Approve Resolution 2023-07-08, a resolution approving the Fiscal Year 2024-2028 Capital Improvement Plan. (M. Antrim, City Manager)

RESOLUTION 2023-07-12: On a motion by Councilor Stokes and seconded by Councilor Sandate to approve, the City Council adopted the motion 3 to 1 with Councilor Stokes, Councilor Nance, and Councilor Sandate voting aye and with Councilor Stephens voting nay.

2. Approve Resolution 2023-07-09, a resolution approving the recommended Hotel Occupancy Tax Grant Awards from the Hotel Occupancy Tax Committee for the Fiscal Year 2023-2024. (M. Antrim, City Manager)

RESOLUTION 2023-07-13: On a motion by Councilor Stokes and seconded by Councilor Sandate to approve, discussion ensued and an amendment to the motion was offered.

RESOLUTION 2023-07-14: Councilor Stephens moved to amend the original motion to increase the budget by \$20,000 for Historic Restoration Preservation funds for Kokernot Field Restoration, and that in October the Council will task the Hotel Occupancy Tax Committee to come back with Council recommendations to go forward, and that the Hotel Occupancy Tax Committee will meet at least quarterly. Councilor Stokes seconded the motion. The City Council voted to adopt the motion with Councilor Stokes, Councilor Sandate, and Councilor Stephens voting aye, and Councilor Nance abstaining. The Council subsequently voted to adopt the original motion as amended with Councilor Stokes, Councilor Sandate, and Councilor Stephens voting aye, and with Councilor Nance abstaining.

3. Approve the Fiscal Year 2023-2024 City Holiday Calendar. (M. Antrim, City Manager)

RESOLUTION 2023-07-15: On a motion by Councilor Sandate and seconded by Councilor Nance to approve, the City Council unanimously voted to adopt the motion.

10. City Council Member Comments and Answers – No discussion or action may take place.

11. Information or Discussion items –

1. City Council discuss the key elements of the draft Fiscal Year 2023-2024 budget. (R. Stephens, City Council)

Minutes: 07-18-2023

Approved: 08-01-2023

NOTICE: The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed on the posted agenda, above, Pursuant to Texas Government Code 551.071 (consultation with an 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 551.086 (economic development).

12. **Executive Session** – None.

13. **Action – Executive Session** – None.

There being no further business, the meeting was adjourned.

14. **Adjourn.** (6:21 P.M.)

APPROVED:

ATTEST:

Catherine Eaves, Mayor

Geoffrey R. Calderon, City Secretary

CERTIFICATION

I, Geoffrey R. Calderon, hereby certify that notice of this meeting was posted at City Hall, in a convenient and readily accessible place to the general public, and to the City website at www.cityofalpine.com/agenda pursuant to Section 551.043, Texas Government Code. The said notice was posted by 2:00 P.M. on July 14, 2023, and remained so posted for at least 72 hours preceding the scheduled time of the said meeting. This facility is wheelchair accessible and accessible parking space is available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the Office of the City Secretary at (432) 837-3301, option 1, or email city.secretary@cityofalpine.com for further information.

Geoffrey R. Calderon, City Secretary

Minutes: 07-18-2023

Approved: 08-01-2023



**CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO
AUGUST 1, 2023**

CONSENT AGENDA

2. Approval of the excused absence of Councilor Rodriguez from the July 18, 2023 Regular City Council Meeting. (G. Calderon, City Secretary)

BACKGROUND

NONE.

SUPPORTING MATERIALS

NONE.

STAFF RECOMMENDATION

APPROVE.



**CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO
AUGUST 1, 2023**

CONSENT AGENDA

3. Approval of the amended Fiscal Year 2023-2024 City Holiday Schedule. (G. Calderon, City Secretary)

BACKGROUND

- The previous holiday calendar contained a typo on the year for some of the dates listed in 2024. The dates were listed as 2023 instead of 2024. This item is being presented to correct the typographical errors – the previously approved dates are still the same with the correct year.

SUPPORTING MATERIALS

1. 2023-2024 City Holiday Schedule.

STAFF RECOMMENDATION

APPROVE.

FY 2023-2024 CITY CALENDAR

WK	SU	MO	TU	WE	TH	FR	SA
1		1	2	3	4	5	6
2	8	9	10	11	12	13	14
3	15	16	17	18	19	20	21
4	22	23	24	25	26	27	28
5	29	30	31				

OCTOBER 2023

WK	SU	MO	TU	WE	TH	FR	SA
5				1	2	3	4
6	5	6	7	8	9	10	11
7	12	13	14	15	16	17	18
8	19	20	21	22	23	24	25
9	26	27	28	29	30		

NOVEMBER 2023

WK	SU	MO	TU	WE	TH	FR	SA
9							1
10	3	4	5	6	7	8	9
11	10	11	12	13	14	15	16
12	17	18	19	20	21	22	23
13	24	25	26	27	28	29	30
14	31						

DECEMBER 2023

WK	SU	MO	TU	WE	TH	FR	SA
14		1	2	3	4	5	6
15	7	8	9	10	11	12	13
16	14	15	16	17	18	19	20
17	21	22	23	24	25	26	27
18	28	29	30	31			

JANUARY 2024

WK	SU	MO	TU	WE	TH	FR	SA
18					1	2	3
19	4	5	6	7	8	9	10
20	11	12	13	14	15	16	17
21	18	19	20	21	22	23	24
22	25	26	27	28	29		

FEBRUARY 2024

WK	SU	MO	TU	WE	TH	FR	SA
22							1
23	3	4	5	6	7	8	9
24	10	11	12	13	14	15	16
25	17	18	19	20	21	22	23
26	24	25	26	27	28	29	30
27	31						

MARCH 2024

WK	SU	MO	TU	WE	TH	FR	SA
27		1	2	3	4	5	6
28	7	8	9	10	11	12	13
29	14	15	16	17	18	19	20
30	21	22	23	24	25	26	27
31	28	29	30				

APRIL 2024

WK	SU	MO	TU	WE	TH	FR	SA
31				1	2	3	4
32	5	6	7	8	9	10	11
33	12	13	14	15	16	17	18
34	19	20	21	22	23	24	25
35	26	27	28	29	30	31	

MAY 2024

WK	SU	MO	TU	WE	TH	FR	SA
35							1
36	2	3	4	5	6	7	8
37	9	10	11	12	13	14	15
38	16	17	18	19	20	21	22
39	23	24	25	26	27	28	29
40	30						

JUNE 2024

WK	SU	MO	TU	WE	TH	FR	SA
40		1	2	3	4	5	6
41	7	8	9	10	11	12	13
42	14	15	16	17	18	19	20
43	21	22	23	24	25	26	27
44	28	29	30	31			

JULY 2024

WK	SU	MO	TU	WE	TH	FR	SA
44					1	2	3
45	4	5	6	7	8	9	10
46	11	12	13	14	15	16	17
47	18	19	20	21	22	23	24
48	25	26	27	28	29	30	31

AUGUST 2024

WK	SU	MO	TU	WE	TH	FR	SA
49	1	2	3	4	5	6	7
50	8	9	10	11	12	13	14
51	15	16	17	18	19	20	21
52	22	23	24	25	26	27	28
53	29	30					

SEPTEMBER 2024

Oct 9	Columbus Day	Jan 15	M L King Day	Jun 19	Juneteenth	Parks & Recreation Board
Nov 9	Veterans Day	Feb 19	Presidents' Day	Jul 04	Independence Day	Animal Advisory Board
Nov 23	Thanksgiving Day	Mar 29	Good Friday	Sep 02	Labor Day	City Council Meeting
Dec 25	Christmas	Mar 31	Easter Sunday		Planning & Zoning	City Offices Closed
Jan 01	New Years Day	May 27	Memorial Day		Building & Standards	Municipal Court Docket Day



**CITY OF ALPINE
OFFICIAL HOLIDAYS FOR FY 2023-2024**

COLUMBUS DAY	MONDAY	OCTOBER 9, 2023	1
VETERANS DAY	FRIDAY	NOVEMBER 10, 2023	2
THANKSGIVING DAY	WEDNESDAY	NOVEMBER 22, 2023	3
	THURSDAY	NOVEMBER 23, 2023	4
	FRIDAY	NOVEMBER 24, 2023	5
CHRISTMAS DAY	MONDAY	DECEMBER 25, 2023	6
	TUESDAY	DECEMBER 26, 2023	7
	WEDNESDAY	DECEMBER 27, 2023	8
NEW YEAR'S EVE	FRIDAY	DECEMBER 29, 2023	9
	MONDAY	JANUARY 1, 2024	10
MARTIN LUTHER KING JR DAY	MONDAY	JANUARY 15, 2024	11
PRESIDENT'S DAY	MONDAY	FEBRUARY 19, 2024	12
GOOD FRIDAY	FRIDAY	MARCH 29, 2024	13
	MONDAY	APRIL 1, 2024	14
MEMORIAL DAY	MONDAY	MAY 27, 2024	15
JUNETEENTH	WEDNESDAY	JUNE 19, 2024	16
INDEPENDENCE DAY	THURSDAY	JULY 4, 2024	17
LABOR DAY	MONDAY	SEPTEMBER 2, 2024	18

2023-2024 HOLIDAY CALENDAR

OCTOBER 2023						
WK	SU	MO	TU	WE	TH	FR SA
1	1	2	3	4	5	6 7
2	8	9	10	11	12	13 14
3	15	16	17	18	19	20 21
4	22	23	24	25	26	27 28
5	29	30	31			

NOVEMBER 2023						
WK	SU	MO	TU	WE	TH	FR SA
5				1	2	3 4
6	5	6	7	8	9	10 11
7	12	13	14	15	16	17 18
8	19	20	21	22	23	24 25
9	26	27	28	29	30	

DECEMBER 2023						
WK	SU	MO	TU	WE	TH	FR SA
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11	10	11	12	13	14	15 16
12	17	18	19	20	21	22 23
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14	31					

JANUARY 2024						
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FEBRUARY 2024						
WK	SU	MO	TU	WE	TH	FR SA
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MARCH 2024						
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27	31					

APRIL 2024						
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31	28	29	30			

MAY 2024						
WK	SU	MO	TU	WE	TH	FR SA
31				1	2	3 4
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33	12	13	14	15	16	17 18
34	19	20	21	22	23	24 25
35	26	27	28	29	30	31

JUNE 2024						
WK	SU	MO	TU	WE	TH	FR SA
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36	2	3	4	5	6	7 8
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38	16	17	18	19	20	21 22
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40	30					

JULY 2024						
WK	SU	MO	TU	WE	TH	FR SA
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41	7	8	9	10	11	12 13
42	14	15	16	17	18	19 20
43	21	22	23	24	25	26 27
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AUGUST 2024						
WK	SU	MO	TU	WE	TH	FR SA
44					1	2 3
45	4	5	6	7	8	9 10
46	11	12	13	14	15	16 17
47	18	19	20	21	22	23 24
48	25	26	27	28	29	30 31

SEPTEMBER 2024						
WK	SU	MO	TU	WE	TH	FR SA
49	1	2	3	4	5	6 7
50	8	9	10	11	12	13 14
51	15	16	17	18	19	20 21
52	22	23	24	25	26	27 28
53	29	30				

Oct 9	Columbus Day	Jan 15	M L King Day	Jun 19	Juneteenth
Nov 9	Veterans Day	Feb 19	Presidents' Day	Jul 04	Independence Day
Nov 23	Thanksgiving Day	Mar 29	Good Friday	Sep 02	Labor Day
Dec 25	Christmas	Mar 31	Easter Sunday		City Offices Closed
Jan 01	New Years Day	May 27	Memorial Day		



CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO
AUGUST 1, 2023

CONSENT AGENDA

4. Approval of the Fiscal Year 2023-2024 City Meeting Calendar. (G. Calderon, City Secretary)

BACKGROUND

NONE.

SUPPORTING MATERIALS

1. 2023-2024 City Meeting Calendar.

STAFF RECOMMENDATION

APPROVE.

CITY OF ALPINE
FY 2023-2024 MASTER MEETING SCHEDULE

OCTOBER 2023

Regular City Council Meeting	October 3, 2023
Animal Advisory Board Meeting	October 10, 2023
Parks & Recreation Board Meeting	October 11, 2023
Municipal Court Docket Day	October 12, 2023
Regular City Council Meeting	October 17, 2023
Planning & Zoning Commission	October 23, 2023
Building & Standards Commission	October 25, 2023
Municipal Court Docket Day	October 26, 2023

NOVEMBER 2023

Regular City Council Meeting	November 7, 2023
Parks & Recreation Board Meeting	November 8, 2023
Municipal Court Docket Day	November 9, 2023
Municipal Court Docket Day	November 16, 2023
Regular City Council Meeting	November 21, 2023
Planning & Zoning Commission Meeting	November 27, 2023
Building & Standards Commission Meeting	November 29, 2023

DECEMBER 2023

Regular City Council Meeting	December 5, 2023
Municipal Court Docket Day	December 7, 2023
Municipal Court Docket Day	December 14, 2023

JANUARY 2024

Regular City Council Meeting	January 2, 2024
Animal Advisory Board Meeting	January 9, 2024
Parks & Recreation Board Meeting	January 10, 2024
Municipal Court Docket Day	January 11, 2024
Regular City Council Meeting	January 16, 2024
Planning & Zoning Commission	January 22, 2024
Building & Standards Commission	January 24, 2024
Municipal Court Docket Day	January 25, 2024

FEBRUARY 2024

Regular City Council Meeting	February 6, 2024
Municipal Court Docket Day	February 8, 2024
Parks & Recreation Board Meeting	February 14, 2024
Regular City Council Meeting	February 20, 2024
Municipal Court Docket Day	February 22, 2024
Planning & Zoning Commission	February 26, 2024
Building & Standards Commission	February 28, 2024

MARCH 2024

Regular City Council Meeting	March 5, 2024
Municipal Court Docket Day	March 7, 2024
Parks & Recreation Board Meeting	March 13, 2024
Regular City Council Meeting	March 19, 2024
Planning & Zoning Commission	March 25, 2024
Building & Standards Commission	March 27, 2024
Municipal Court Docket Day	March 28, 2024

APRIL 2024

Regular City Council Meeting	April 2, 2024
Animal Advisory Board	April 9, 2024
Parks & Recreation Board Meeting	April 10, 2024
Municipal Court Docket Day	April 11, 2024
Regular City Council Meeting	April 16, 2024
Planning & Zoning Commission	April 22, 2024
Building & Standards Commission	April 24, 2024
Municipal Court Docket Day	April 25, 2024

MAY 2024

Regular City Council Meeting	May 7, 2024
Parks & Recreation Board Meeting	May 8, 2024
Municipal Court Docket Day	May 9, 2024
Planning & Zoning Commission	May 20, 2024
Regular City Council Meeting	May 21, 2024
Building & Standards Commission	May 22, 2024
Municipal Court Docket Day	May 23, 2024

JUNE 2024

Regular City Council Meeting	June 4, 2024
Municipal Court Docket Day	June 6, 2024
Parks & Recreation Board Meeting	June 12, 2024
Regular City Council Meeting	June 18, 2024
Municipal Court Docket Day	June 20, 2024
Planning & Zoning Commission	June 24, 2024
Building & Standards Commission	June 26, 2024

JULY 2024

Regular City Council Meeting	July 2, 2024
Animal Advisory Board Meeting	July 9, 2024
Parks & Recreation Board Meeting	July 10, 2024
Municipal Court Docket Day	July 11, 2024
Regular City Council Meeting	July 16, 2024
Planning & Zoning Commission	July 22, 2024
Building & Standards Commission	July 24, 2024
Municipal Court Docket Day	July 25, 2024

AUGUST 2024

Regular City Council Meeting	August 6, 2024
Municipal Court Docket Day	August 8, 2024
Parks & Recreation Board Meeting	August 14, 2024
Regular City Council Meeting	August 20, 2024
Municipal Court Docket Day	August 22, 2024
Planning & Zoning Commission	August 26, 2024
Building & Standards Commission	August 28, 2024

SEPTEMBER 2024

Regular City Council Meeting	September 3, 2024
Parks & Recreation Board Meeting	September 11, 2024
Municipal Court Docket Day	September 12, 2024
Regular City Council Meeting	September 17, 2024
Planning & Zoning Commission	September 23, 2024
Building & Standards Commission	September 25, 2024
Municipal Court Docket Day	September 26, 2024



**CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO
JULY 11, 2023**

CONSENT AGENDA

5. Approval of Special Use Permit 2023-08-01, a Short term Rental Special Use Permit allowing a short term rental to be established at 405 N. 9th St. The property owner of record is Christopher Jacob. The Parcel ID of the subject property is 11974. (G. Calderon, City Secretary)

BACKGROUND

NONE.

SUPPORTING MATERIALS

1. Special Use Permit Application & Documents.

STAFF RECOMMENDATION

APPROVE.



TRANSIENT/SHORT TERM RENTAL INSPECTION CHECKLIST

Initial inspection:

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

PROPERTY OWNER:	CHRISTOPHER JACOB
PROPERTY ADDRESS:	405 N 9 TH GRINGO HONEYMOON
PROPERTY OWNER PHONE:	512-983-3132
LOCAL REPRESENTATIVE:	CHRISTOPHER.C.JACOB@GMAIL.COM
LOCAL REPRESENTATIVE PHONE:	SAME AS OWNER

GENERAL REQUIREMENTS:

PARKING DIAGRAM APPROVED: YES ☒ NO ☐

☒ House Numbers installed and clearly visible from the street.

☒ Smoke alarms installed in all sleeping rooms.

☒ Carbon Monoxide detectors as required by Fire Code

☒ Fire Extinguisher visibly labeled or displayed.

(1-A-10-BC rating required)

SANITATION:

☒ All plumbing fixtures connected to sanitary sewer with approved P-Traps.

☒ All plumbing fixtures connected to approved water supply with hot & cold water.

☒ No signs of mold or mildew on wall surfaces.

☒ No signs of infestation from rodents or insects.

☒ All sanitary facilities installed and maintained in a safe and sanitary condition.

SAFETY:

☒ Basement & all sleeping rooms are provided with windows designed to meet egress standards or exterior doors.

☒ All stairs, decks, and balconies over 30" in height are provided with approved guardrails.

☒ Requirements of the IBC & IRC are met for dwelling units.

☒ Dwelling has no broken windows or doors.

☒ No broken, rotted, split, buckled exterior wall or roof coverings that affect the protection of the structural elements behind them.

NUMBER OF OCCUPANTS APPROVED: YES ☒ / NO ☐

OCCUPANT LOAD TOTAL:

MECHANICAL:

☒ Every habitable room contains at least two electrical outlets and light fixtures.

☒ All electrical equipment, wiring, and appliances have been installed and are in safe manner.

☒ Dwelling is equipped with heating facilities in operating condition.

☒ All solid fuel burning appliances are installed per applicable codes, maintained in a safe working condition.

☒ Dwelling has proper ventilation in all rooms and areas where all fuel burning appliances are installed.

STRUCTURAL:

☒ Dwelling has no sags, splits or buckling of ceiling, roofs, roof supports or other horizontal members due to defective material or deterioration.

☒ No split, lean, list, or buckle of dwelling walls, partitions other vertical supports due to defective material or deterioration.

☒ No evidence of decay or damage to exterior or decks.

NOTES:

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

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

INSPECTED BY:	ANDREW DEVANEY	APPROVED <input checked="" type="checkbox"/> DATE:	07/12/2023
FAILED: <input type="checkbox"/> DATE:		RE-INSPECTION REQUIRED:	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>



SHORT-TERM RENTAL PERMIT APPLICATION



PAID
CASH

INV# 23-006911

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

Please complete one application per property

☒ 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)	Street Number	Street Name	
Gringo Honeymoon	405	North 9th Street	
LEGAL DESCRIPTION (must provide copy of survey or describe meets and bounds on 8 1/2 x 11 sheet)			
Addition	Block	Lot	
OT	BLOCK 32	LOT 3,2 AND 8.44' OF LOT 2	
Present zoning district	Square footage of property	Size of property lot	Total Number of Units in Building
R-2	1767	8320	1
SECTION 2: PROPERTY OWNER INFORMATION - Complete at least one of section A or B			
A. Individual Ownership			
Owner First Name	Owner Last Name	Primary Telephone Number	
Christopher	Jacob	512.983.3132	
Mailing Address		Email Address	
P.O. Box 1965 Alpine Texas 79830		christopher.c.jacob@gmail.com	
B. Corporate Ownership			
Ownership Form:			
<input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Kiosk <input type="checkbox"/> Other (Please Explain)			
Business Name			
Contact First Name	Contact Last Name	Primary Telephone Number	
Mailing Address (cannot be P.O. Box)		Email Address	
SECTION 3: PROPERTY MANAGER /DESIGNATED OPERATOR'S INFORMATION			
First Name	Last Name	Primary Telephone Number	
Christopher	Jacob	512.983.3132	
Physical Address (must be located within 30 minutes of STR property)		Email Address	
405 N. 9th Street, Alpine Texas		christopher.c.jacob@gmail.com	

CS

Survey for Section 1

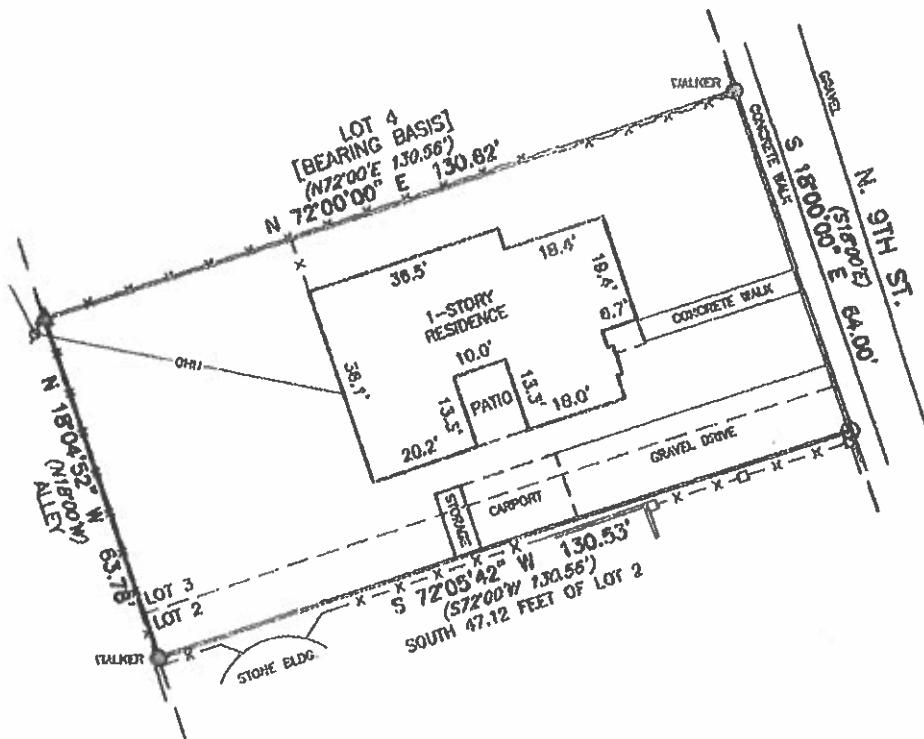
EXHIBIT A

TX SURVEY FIRM NO. 10194432

SURVEY PLAT

22-0294

ALL OF LOTS 2 AND 3, BLOCK 32, ORIGINAL TOWNSITE OF ALPINE
SAVE AND EXCEPT THE SOUTH 47.12 FEET OF LOT 2,
ENVELOPE 184, PLAT RECORDS OF BREWSTER COUNTY, TEXAS
405 N. 9TH ST. 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]
 - △ NAIL SET IN FENCE POST
 - ⊙ UTILITY POLE
 - OVERHEAD UTILITY
 - - x - - FENCE
 - () RECORD INFORMATION
- BEARING BASIS: AS SHOWN



ACCORDING TO FEMA FIRM MAP PANEL 4800850002B, DATED 11/10/1900, THIS TRACT APPEARS TO LIE WITHIN ZONE X [AREAS OUTSIDE 500-YEAR FLOODPLAIN].

I HEREBY CERTIFY THAT THIS PLAT IS BASED ON AN ACTUAL ON THE GROUND SURVEY AND THAT THE LINES AND CORNERS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Kevin Mueller
0-20-2022

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

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

CS

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 <u>Christopher</u>	Property Owner Last Name <u>Jacob</u>
Short-term Rental Address <u>405 N. 9th Street, Alpine Texas 78930</u>	

LOCAL REPRESENTATIVE:		
First Name <u>Christopher</u>	Last Name <u>Jacob</u>	Primary Telephone Number <u>512.983.3132</u>
Physical Address (cannot be P.O. Box) <u>405 N. 9th Street, Alpine Texas 79830</u>		
Mailing Address <u>P.O. Box 1965, Alpine Texas 79830</u>		Email Address <u>Christopher.c.jacob@gmail.com</u>

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: _____

07/11/2023

Property Owner's Signature: _____

Date: _____

07/11/2023

ACKNOWLEDGEMENTS

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

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

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

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

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

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

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

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



Applicant's Signature

Christopher Jacob
Printed Name

07/11/2023
Date

STR HOMEOWNER'S ASSOCIATION DECLARATION

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

Address

Managing HOA Representative Signature

Date

Or:

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

405 N. 9th Street, Alpine Texas 79830

Address


STR Owners Signature

07/11/2023
Date

STR PROOF OF PROPERTY INSURANCE

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

Property Owner's Signature

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

07/11/2023
Date

Property Owner's Signature

Date

GENERAL RELEASE OF LIABILITY

I, Christopher Jacob, of 405 N. 9th St,
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 11 day of July, 20 23.

Releasor's Signature: 

Releasor's Printed Name: Christopher Jacob

SIGNATURE TO AUTHORIZE FILING OF A STR-SUP

Submit an additional signature page if necessary.

Christopher Jacob

Print Applicant Name

[Signature]

Applicant signature

The State Of Texas
County Of Dewster

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 11th day of JULY, A.D. 2023



[Signature]
DONALD G. WETTER
Notary Public, State of Texas
Expires 08/10/2023
I.D. #13213177-1

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 or exterior wall or roof coverings that affect the protection of the structural elements behind them.

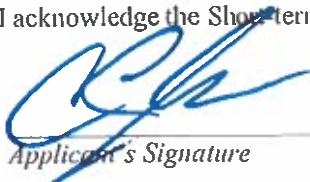
Mechanical:

- 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

Christopher Jacob
Printed Name

6/7/11/2023
Date

Please complete and submit the following attached documents with your application.

x **1. Short-Term Rental Application Form.**

Complete form on page 1.

x **2. STR Local Representative Certification.**

Complete form on page 2.

x **3. Acknowledgements**

Sign form on page 3.

x **4. Homeowner's Association Declaration & Proof of Property Insurance.**

Please complete attachment on page 4 and provide a copy of a property insurance summary that states STR coverage is included and complete insurance waiver.

x **5. General Release of Liability.**

Form on page 5 must be signed by the operator.

x **6. Signature to authorize filing STR-SUP.**

Form on page 6 must be completed by a Notary Public.

x **7. Short Term Rental Inspection checklist.**

Form on page 7 must be signed by the STR applicant.

EXHIBITS – Please, clearly mark each exhibit title on top of each page, for example. Exhibit "A" letter.

x **A. Letter.**

Submit a letter describing the proposed STR use, describe whether the proposed STR will, or will not cause substantial harm to the value, use, or enjoyment of the other properties in the neighborhood. Also describe how the proposed STR will add to the value, use or enjoyment of other properties in the neighborhood.

x **B. Floor Plan.**

A Sketch floor plan of the dwelling with dimensional room layout. Please identify sleeping areas, evacuation route(s) and location of fire extinguishers.

x **C. Parking Plan Requirement.**

A site plan/survey of the property that indicates the maximum number of vehicles that can be legally parked on the property. Parking spaces cannot include on-street parking, sidewalks, alleys or other public rights-of-way.

x **D. Applicant's Driver's License.**

Please provide a copy of STR owner's driver's license.

NA **E. Driver License of Local Representative if Different from Applicant.**

x **F. Proof of STR Property Ownership and/or authorization from property owner.**

Property tax documents, deed, or copy of title. If applicant doesn't own property, copy of proof of authorization from property owner, lease agreement, and/or letter is required.

x **G. Info Sheet.**

A copy of the informational sheet/brochure that is provided to guests of the STR. Please include:

- The 24-hour contact information of the STR owner or local representative.
- Neighborhood info such as parking and noise restrictions, trash collection schedules, etc.
- Emergency and non-emergency telephone numbers for police and fire departments.
- Instructions for obtaining severe weather, natural or man-made disaster alerts. Local alert service is available at: Brewstercountytx.com/hyper-reach.

Christopher Jacob
405 N. 9th St
Alpine Texas 79830
512.983.3132

City of Alpine
Alpine Texas 70830

Date: July 10, 2023
Subject: STR Application 405 N. 9th Street

To Whom It May Concern:

The use of the home will not cause impact in values positive or negative. The subject property has been in the area for decades with more than adequate off street parking manicured landscaping this loving family home will provide other families a place to stay when I am not using it as a primary residence.

The impact on the neighborhood will be minimal as we intend on it being used as a STR for less than 30 stays a year and intend to occupy it as primary over 250 nights a year. We have strict rules for number of guest and no parties. We are surrounded by other STR and Bed and Breakfast.

Thank You,

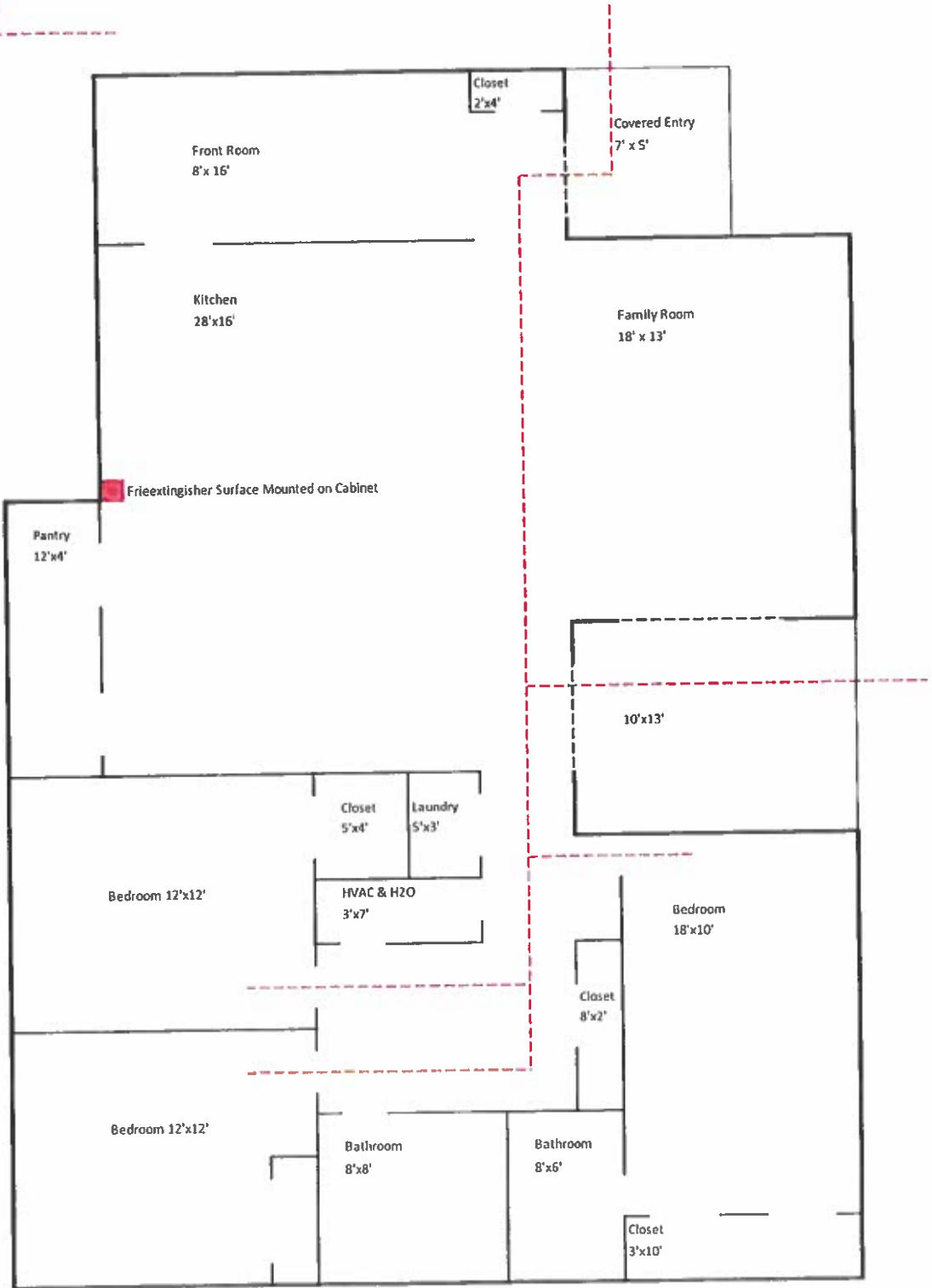
Christopher Jacob



405 N. 9th Street Floor Plan

Fire Extinguisher 

Evacuation Route 



Parking Plan

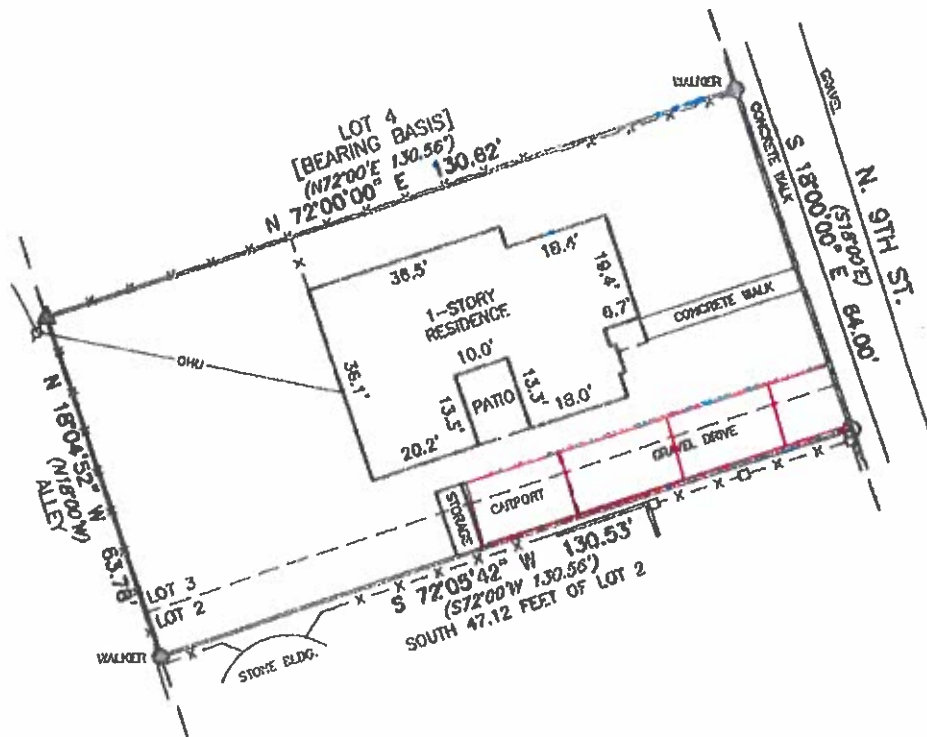
EXHIBIT A

TX SURVEY FIRM NO. 10194432

SURVEY PLAT

22-0254

ALL OF LOTS 2 AND 3, BLOCK 32, ORIGINAL TOWNSITE OF ALPINE
SAVE AND EXCEPT THE SOUTH 47.12 FEET OF LOT 2,
ENVELOPE 184, PLAT RECORDS OF BREWSTER COUNTY, TEXAS
405 N. 9TH ST. ALPINE, TEXAS



Parking Plan: 1 Covered Space, 2 Open Space Shotgun Style offstreet Parking

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]
 - ▲ NAIL SET IN FENCE POST
 - ⊕ UTILITY POLE
 - OHW — OVERHEAD UTILITY
 - X --- FENCE
 - () RECORD INFORMATION
- BEARING BASIS: AS SHOWN



ACCORDING TO FEMA FIRM MAP PANEL 480085-0002B, DATED 11/18/1980, THIS TRACT APPEARS TO BE WITHIN ZONE X [AREAS OUTSIDE 500-YEAR FLOODPLAIN].

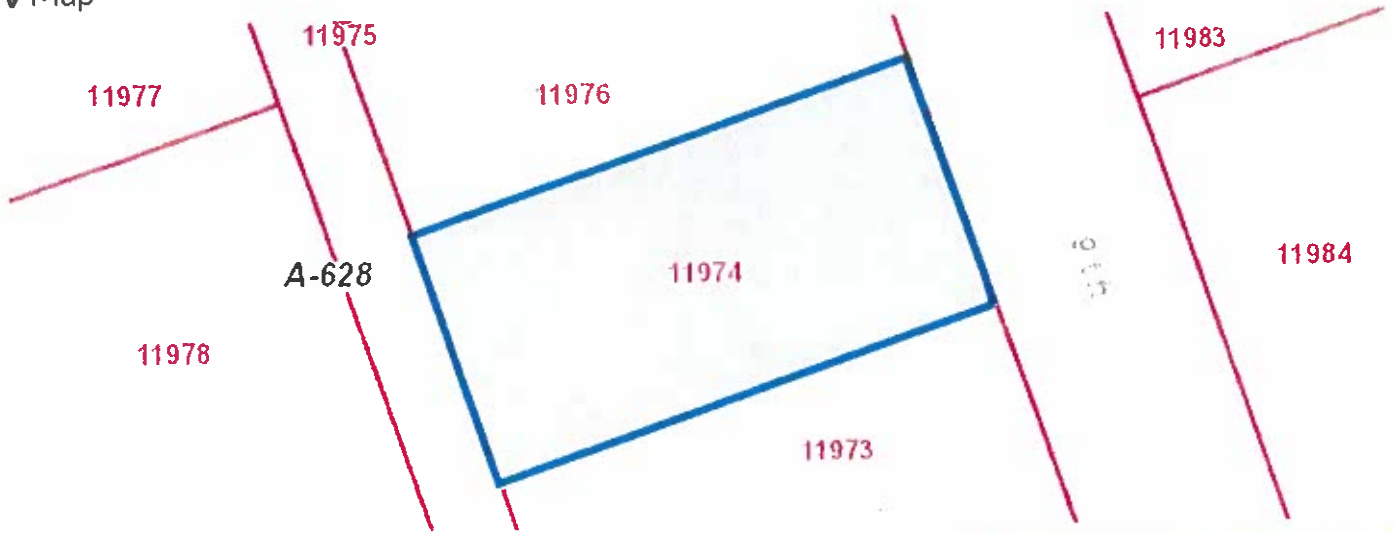
I HEREBY CERTIFY THAT THIS PLAT IS BASED ON AN ACTUAL ON THE GROUND SURVEY AND THAT THE LINES AND CORNERS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Kevin Mueller
6-20-2022

KEVIN MUELLER
105 N. COCKRELL ST.
(432) 539-2115
KEVIN.MUELLER@SAWTOOTHSURVEY.COM

SAW TOOTH SURVEY
P.O. BOX 1751
ALPINE, TX 79031

Map



Property Details

ccount

roperty ID: 11974

Geographic ID: 973600320003000000

ype: Real

Zoning:

roperty Use:

Condo:

ocation

itus Address: 405 N 9TH ALPINE, TX

lap ID:

egal Description: OT, BLOCK 32, LOT 3,2 AND 8.44' OFLOT 2

bstract/Subdivision: 1109 - OT

eighborhood: NORTH

wner

wner ID: 38904

ame: JACOB CHRISTOPHER

gent:

ailing Address: PO BOX 1965
ALPINE, TX 79831

, Ownership: 100.0%

xemptions: HS - Homestead
For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	\$256,046 (
Improvement Non-Homesite Value:	\$0 (
and Homesite Value:	\$22,400 (
and Non-Homesite Value:	\$0 (
Agricultural Market Valuation:	\$0 (
Market Value:	\$278,446 (
Agricultural Value Loss: ?	\$0 (
Appraised Value:	\$278,446 (
Homestead Cap Loss: ?	\$0 (
Assessed Value:	\$278,44
Ag Use Value:	\$

VALUES DISPLAYED ARE 2023 PRELIMINARY VALUES AND ARE SUBJECT TO CHANGE PRIOR TO CERTIFICATION.

Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: JACOB CHRISTOPHER %Ownership: 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax
1	City of Alpine	0.466326	\$278,446	\$278,446	\$1,298.4
	Brewster County	0.395545	\$278,446	\$273,446	\$1,081.6
1	Alpine ISD	1.136100	\$278,446	\$210,601	\$2,392.6
	Big Bend Regional Hospital District	0.083240	\$278,446	\$273,446	\$227.6
AD	Central Appraisal District	0.000000	\$278,446	\$278,446	\$0.0

Total Tax Rate: 2.081211

Estimated Taxes With Exemptions: \$5,000.33

Estimated Taxes Without Exemptions: \$5,795.06

Property Improvement - Building

Description: HC Type: conv code R State Code: A1 Living Area: 1,767.00sqft Value: \$256,046

/pe	Description	Class CD	Year Built	SQF
ORCHES	PORCHES	RS3F	1970	143.0
A	LIVING AREA	RS3F	1970	1,767.0
NPY	PORCH	CNS1	1970	240.0
T	STORAGE	STF3	1970	72.0

Property Land

/pe	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
331	ORIGINAL/ NORTH OF RAILROAD	0.1910	8,320.00	64.00	130.00	\$22,400	\$

Welcome to the Gringo Honeymoon!

This is our family home here in the Davis Mountain Foothills. Alpine is a great place to visit all the great things in the area. Big Bend, Davis Mountains, Marfa, Balmorhea, or any of the other great things out there.

For Emergencies Call 911

Non-Emergencies
Alpine Police
432.837.3486

Brewster County Sheriff
432.837.3488

Alpine Fire Department
432.837.2366

Poison Control
800.222.1222

Host Chris
512.983.3132

Wifi
Cass Alpine House
Password

Or Scan this QR code from your phone to be added to the network.

House Rules

1. Subscribe to Emergency Alerts at: Brewstercountytexas.com/hyper-reach
2. Parking is off street in the driveway.
3. No Smoking
4. No Parties
5. Quiet Hours are 10pm to 8am
6. No Pets without prior arrangements
7. Do not rearrange furniture
8. Enjoy Your Stay

TV Info

TV has Apple TV with quite a few apps installed. Please feel free to use our accounts. Please Select Alpine Home as the user. There is Live CBS TV on the Paramount+ app. PBS Kids has a great service we use for our toddler. The TV has some free internet TV stations.

Scan this for a quick video on how to use the TV. (Our YouTube Channel for the home)



Trash

Dumpster is across the street.

Parking

Please use driveway, or right in front of the home.

Attractions

Alpine

Museum of Big Bend - www.museumofthebigbend.com

Alpine Cowboys Professional Baseball - alpine.pecosleague.com

Visits Alpine Calendar of Events - visitalpinetexas.com

South County

Big Bend National Park - nps.gov

Big Bend Ranch State Park - tpwd.texas.gov

Terlingua - visitbigbend.com

Fort Davis

Chihuahuan Desert Research Institute - www.cdri.org

Davis Mountain State Park - tpwd.texas.gov

McDonald Observatory - mcdonaldobservatory.org

Marfa

Chinati Foundation - chinati.org

Ayn Foundation (Andy Warhol – Last Supper) www.aynfoundation.com

Gas (Always Leave Alpine with a full tank)

Best Start your day with a full tank of gas. It is not uncommon in busy seasons for stations to run out.

Grocery Stores

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

Porters: 104 N 2nd Street (between the one-ways aka Hwy 90)

ATM/Cash

We recommend carrying cash as a backup out here. Lots of Local Banks with ATM

Restaurants

Our Favorites

Reata - reata.net (reservations suggested)

Spicewood - qc7hotel.com (reservations suggested)

La Casita - 1104 E Avenue H, Alpine, TX 79830 (limited hours)

Cedar Coffee & Supply - cedarcoffeesupply.com

Full List - visitalpinetx.com

Checkout Instructions

We love our cleaning service, and we ask you complete the following:

- Leave beds unmade
- Empty the fridge of all items (feel free to leave sealed drinks and condiments)
- Load and run dishwasher, wash any other used dishes. (Leave out to dry)
- Take out all trash to the dumpster.
- Double check for items left behind.
- Sign out of any apps you have signed in to on the TV.
- Lock all doors.
- Shoot me a Text you have left 512.983.3132

INFORMATION OR DISCUSSION OVERVIEW

8. Information or Discussion Items –

1. Parks and Recreation Board Update by Chair of the Board, Karen Cantrell. (M. Antrim, City Manager)
2. Sunshine House presentation by Executive Director, Kerie Van Zeyst and discussion of services and city support. (C. Eaves, Mayor)
3. Property Tax Rate - Appraised Values/Tax Roll. (M. Antrim, City Manager)
4. Discussion regarding the Fiscal Year 2023-2024 Budget. (M. Antrim, City Manager)
5. Discuss and schedule 4 workshops to educate Council and members of the community about key strategic items that are of interest to the community so that Council can make appropriate financial/budget decisions and goals for the next fiscal year can be put in place in the areas of
1) Water production and Delivery, 2) Waste Water Production and Effluent Water Production
3) Road maintenance and potential equipment needed if the City is to “self pave” and 4) Key actions need to align employee pay and benefits. (R. Stephens, City Council)



CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO
AUGUST 1, 2023

INFORMATION OR DISCUSSION

1. Parks and Recreation Board Update by Chair of the Board, Karen Cantrell. (M. Antrim, City Manager)

BACKGROUND

NONE.

SUPPORTING MATERIALS

1. City Council task Objectives Update

STAFF RECOMMENDATION

NONE.

UPDATE ON CITY COUNCIL TASKED OBJECTIVES

Ordinance Review - The current ordinances should be streamlined and uniform guidelines put in place. The Board is tasked with reviewing the ordinances and recommending changes that benefit the citizens of Alpine. **Deadline: Ongoing**

Park Rules - Uniform rules and guidelines are desired at City Parks, although exceptions may be made per Park for matters that benefit the general public. **Deadline: September 2023.**

There's a draft that I will present to the Board in August

Festivals and Event Planning - Establishing small, medium, and large Event or Festival permits, processes, and procedures. The Board shall determine what rules organizers must follow, guidelines, and other information pertinent to events and festivals in City Parks. **Deadline: September 2023**

Board Member resigned - will reassign.

Rental Fees: Rental Fees for assets in City Parks Including Kokernot Park Pavilion and Event Permitting should be reviewed and recommended by the Board. **Deadline: September 2023 –**

Darin is working on this with the Board

Park Prioritization: The Board shall advise the City Council on the priority of each City Park to the citizens of Alpine, which will assist the Council in determining which parks shall be prioritized, closed, or repurposed to benefit the general public. The Board shall also determine what percentage of the budget should be spent on each park. **Deadline: September 2023 –**

Andy Ramos was assigned this task - still ongoing

Inventory of Playground Equipment: Develop an inventory of playground equipment, its condition, and determine if the City needs more equipment for some parks, and determine the cost associated with the improvements. **Deadline: 2023 Done**

TK did an excellent job of inventory of the playground equipment of all of the Parks, including a list of repairs to be made.

Possible Utility Bill Donation Project: Study the possibility of including a donation box on our utility bills for use in improving City Parks. **Deadline: September 2023**

Project is in final stages per the City Manager.

Park Activities: Study the implementation of park activities to be held in City Parks, and investigate the feasibility of revenue generating activities. **Deadline: September 2023**

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This was unassigned due to lack of board members. Will be assigned at the next meeting.

Reporting: Present updates on the board's activity each quarter and work with City Staff to determine the best time to make the quarterly presentations. **Deadline: Ongoing –**

Will be assigned at the next meeting.



CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO
AUGUST 1, 2023

INFORMATION OR DISCUSSION

2. Sunshine House presentation by Executive Director, Kerie Van Zeyst and discussion of services and city support. (C. Eaves, Mayor)

BACKGROUND

NONE.

SUPPORTING MATERIALS

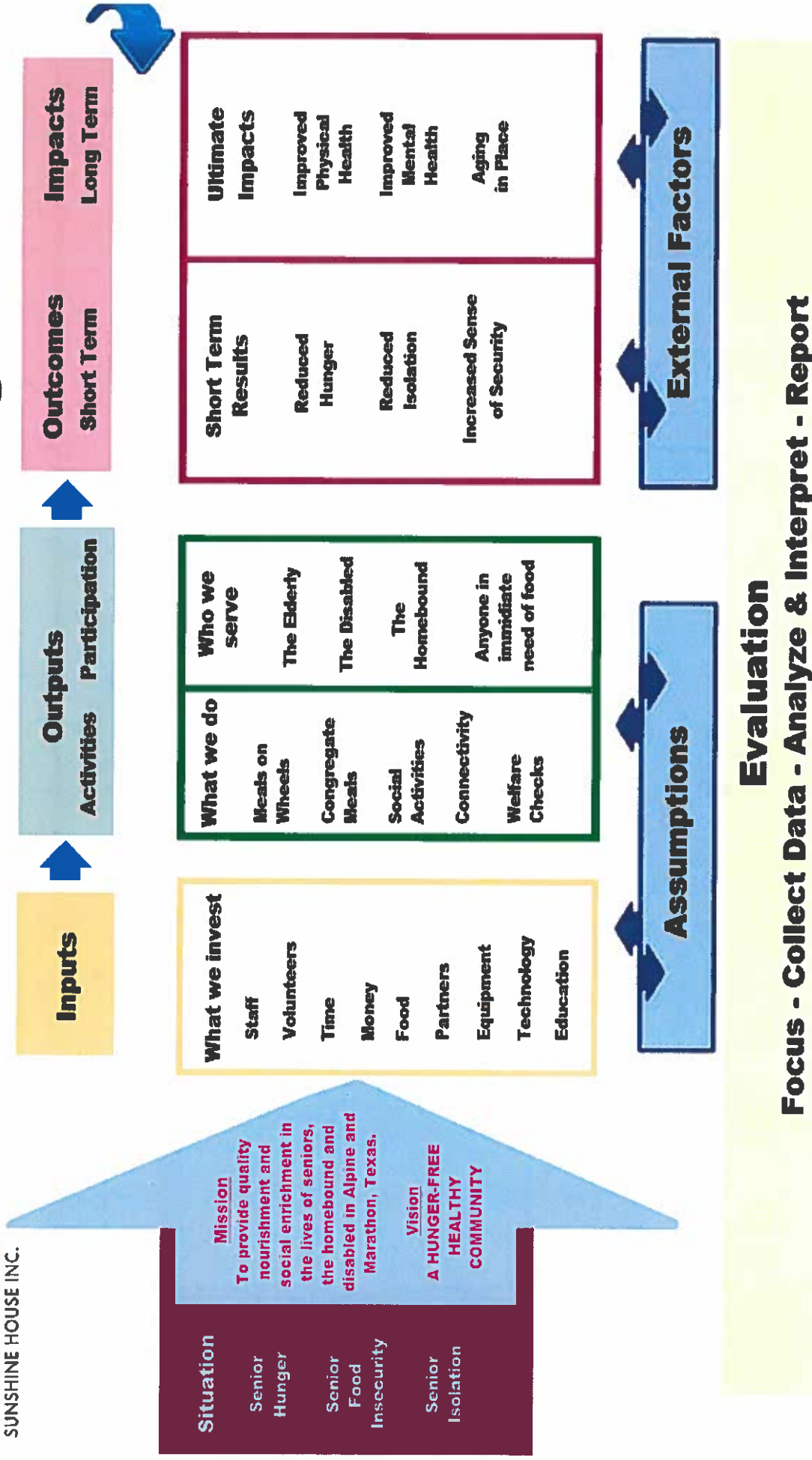
1. Slide Presentation/Report.

STAFF RECOMMENDATION

NONE.



Sunshine House - Logic Model



June 2023 MEAL COUNT

Year	Month	HD	Cong	Holiday HD	Holiday Cong	Total Hot Meals	Sack B&L	Total All Meals
2020	Oct	4293	1030	0	0	5323	1148	6471
2020	Nov	3752	970	386	96	5204	952	6156
2020	Dec	4283	1010	405	67	5765	1176	6941
2021	Jan	3801	839	198	32	4870	934	5804
2021	Feb	3948	893	0	0	4841	926	5767
2021	Mar	4342	1035	0	0	5377	870	6247
2021	Apr	4012	789	181	29	5011	1080	6091
2021	May	3255	696	170	29	4150	803	4953
2021	June	3722	863	0	0	4585	782	5367
2021	July	3657	801	173	34	4665	1034	5699
2021	Aug	4084	846	0	0	4930	845	5775
2021	Sept	3866	910	186	36	4998	857	5855
Total		47015	10682	1699	323	59719	11407	71126
2021	Oct	3810	851	0	0	4661	1082	5743
2021	Nov	3624	835	368	52	4879	866	5745
2021	Dec	3830	940	365	72	5207	1076	6283
2022	Jan	3787	935	0	0	4722	864	5586
2022	Feb	3551	908	0	0	4459	644	5103
2022	Mar	4127	830	0	0	4957	837	5794
2022	Apr	3872	605	175	9	4661	991	5652
2022	May	3802	723	169	22	4716	787	5503
2022	June	3764	709	0	0	4473	773	5246
2022	July	3550	707	172	24	4453	959	5412
2022	Aug	3730	815	0	0	4545	757	5302
2022	Sept	3587	738	162	20	4507	951	5458
Total		45034	9596	1411	199	56240	10587	66827
2022	Oct	3385	721	0	0	4106	753	4859
2022	Nov	3615	839	333	42	4829	790	5619
2022	Dec	3510	854	920	110	5394	784	6178
2023	Jan	3507	937	151	36	4631	776	5407
2023	Feb	3196	888	0	0	4084	789	4873
2023	Mar	3709	1083	0	0	4792	996	5788
2023	Apr	3112	919	160	29	4220	784	5004
2023	May	3629	1095	157	39	4920	804	5724
2023	June	3374	1001	0	0	4375	977	5352
2023	July							
2023	Aug							
2023	Sept							
Total		31037	8337	1721	256	41351	7453	48804



**CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO
AUGUST 1, 2023**

INFORMATION OR DISCUSSION

3. Property Tax Rate – Appraised Values/ Tax Roll (M. Antrim, Interim City Manager)

BACKGROUND

- The City received the Certified Appraised Values on July 25, 2023.
- The certified appraised values include 217 accounts currently under protest.
- The estimated values for 2023 reflected \$516,402,898
- The final appraised values (with protest) for 2023 reflect \$497,821,662
- 2022 Certified Appraised values were \$437,117,603
- Appraised values increased \$60,704,059
- Total New Taxable values for 2023 are \$2,822,425

SUPPORTING MATERIALS

1. 2023 Certified 2023 Appraisal Roll

STAFF RECOMMENDATION

N/A

CERTIFICATION OF 2023 APPRAISAL ROLL FOR
THE CITY OF ALPINE

"I Denise Flores, Chief Appraiser for the Brewster County Central Appraisal District, solemnly swear that the attached is that portion of the approved appraisal roll of the Brewster County Central Appraisal District which lists property taxable by City of Alpine and constitutes the appraisal roll for The City of Alpine"

2023 Appraisal Roll Information

Total Appraised Value	\$591,448,365
Total Assessed Value	\$552,141,162
Net Taxable Value	\$497,821,662
Freeze Adjusted Taxable*	N/A
Number of Accounts	<u>4,051</u>
Number of Accounts Under Protest	<u>217</u>
 *Number of Accounts that have a Ceiling	 0
*Actual Tax from Accounts that have a Ceiling	N/A

Denise Flores
Chief Appraiser

7/25/2023
Date

Sylvia Lopez
Received By

7/25/2023
Date

2023 CERTIFIED TOTALS

Property Count: 4,051

11 - City of Alpine
Grand Totals

7/25/2023 12:16:11PM

Land		Value			
Homesite:		64,130,072			
Non Homesite:		12,996,526			
Ag Market:		219,855			
Timber Market:		0	Total Land	(+)	77,346,453
Improvement		Value			
Homesite:		373,163,500			
Non Homesite:		95,197,095	Total Improvements	(+)	468,360,595
Non Real		Count	Value		
Personal Property:	433		45,959,401		
Mineral Property:	0		0		
Autos:	0		0	Total Non Real	(+)
				Market Value	=
					45,959,401
					591,666,449
Ag	Non Exempt	Exempt			
Total Productivity Market:	219,855	0			
Ag Use:	1,771	0	Productivity Loss	(-)	218,084
Timber Use:	0	0	Appraised Value	=	591,448,365
Productivity Loss:	218,084	0			
			Homestead Cap	(-)	39,307,203
			Assessed Value	=	552,141,162
			Total Exemptions Amount (Breakdown on Next Page)	(-)	54,319,500
			Net Taxable	=	497,821,662

APPROXIMATE TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)
 2,321,471.84 = 497,821,662 * (0.466326 / 100)

Certified Estimate of Market Value: 575,964,036
 Certified Estimate of Taxable Value: 482,662,996

Tax Increment Finance Value: 0
 Tax Increment Finance Levy: 0.00

2023 CERTIFIED TOTALS

Property Count: 4,051

11 - City of Alpine
Grand Totals

7/25/2023

12:16:13PM

Exemption Breakdown

Exemption	Count	Local	State	Total
CHODO	2	921,267	0	921,267
DV1	13	0	113,739	113,739
DV2	11	0	105,000	105,000
DV3	15	0	162,000	162,000
DV4	23	0	240,000	240,000
DV4S	1	0	12,000	12,000
DVHS	25	0	5,618,345	5,618,345
EX	1	0	0	0
EX-XG	3	0	1,297,566	1,297,566
EX-XJ	2	0	310,227	310,227
EX-XL	1	0	30,317	30,317
EX-XN	13	0	482,834	482,834
EX-XU	1	0	99,631	99,631
EX-XV	172	0	32,820,945	32,820,945
EX366	110	0	101,310	101,310
LVE	1	0	0	0
OV65	616	12,004,319	0	12,004,319
Totals		12,925,586	41,393,914	54,319,500

2023 CERTIFIED TOTALS

Property Count: 4,051

11 - City of Alpine
Grand Totals

7/25/2023 12:16:13PM

State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	2,296	740.5601	\$2,261,113	\$368,321,050	\$312,121,188
B	MULTIFAMILY RESIDENCE	65	34.5727	\$0	\$19,000,987	\$18,947,461
C1	VACANT LOTS AND LAND TRACTS	583	194.8527	\$0	\$8,424,755	\$8,412,755
D1	QUALIFIED OPEN-SPACE LAND	7	83.5800	\$0	\$219,855	\$1,771
E	RURAL LAND, NON QUALIFIED OPE	13	188.0660	\$0	\$924,759	\$924,759
F1	COMMERCIAL REAL PROPERTY	307	147.3918	\$477,752	\$102,845,052	\$102,780,376
F2	INDUSTRIAL AND MANUFACTURIN	2	2.4900	\$0	\$233,921	\$233,921
J3	ELECTRIC COMPANY (INCLUDING C	5	0.7882	\$0	\$7,312,586	\$7,312,586
J4	TELEPHONE COMPANY (INCLUDI	14	14.3153	\$0	\$6,968,455	\$6,968,455
J5	RAILROAD	2	0.3077	\$0	\$3,789,109	\$3,789,109
J7	CABLE TELEVISION COMPANY	4		\$0	\$978,240	\$978,240
J8	OTHER TYPE OF UTILITY	3		\$0	\$167,720	\$167,720
L1	COMMERCIAL PERSONAL PROPE	262		\$0	\$27,907,861	\$27,907,861
L2	INDUSTRIAL AND MANUFACTURIN	1		\$0	\$127,640	\$127,640
M1	TANGIBLE OTHER PERSONAL, MOB	289		\$114,740	\$8,380,362	\$7,147,820
X	TOTALLY EXEMPT PROPERTY	304	487.4996	\$0	\$36,064,097	\$0
Totals			1,894.4241	\$2,853,605	\$591,666,449	\$497,821,662

2023 CERTIFIED TOTALS

Property Count: 4,051

11 - City of Alpine
Grand Totals

7/25/2023 12:16:13PM

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A1	SINGLE FAMILY RESIDENCE	1,934	615.5782	\$1,699,569	\$341,875,722	\$291,550,283
A2	SINGLE FAMILY RESIDENCE (MH)	385	124.9819	\$561,544	\$26,445,328	\$20,570,905
B1	MULTIFAMILY RESIDENCE	59	34.2513	\$0	\$17,348,306	\$17,294,780
B2	MULTIFAMILY RESIDENCE	6	0.3214	\$0	\$1,652,681	\$1,652,681
C1	VACANT LOT	514	154.9430	\$0	\$7,237,071	\$7,225,071
C2	VACANT LOT	27	8.1271	\$0	\$590,066	\$590,066
C3	VACANT LOT	43	31.7826	\$0	\$597,618	\$597,618
D1	QUALIFIED AG LAND	7	83.5800	\$0	\$219,855	\$1,771
E1	FARM OR RANCH IMPROVEMENT	1	7.0800	\$0	\$54,091	\$54,091
E3	NON QUALIFIED LAND	12	180.9860	\$0	\$870,668	\$870,668
F1	COMMERCIAL REAL PROPERTY	307	147.3918	\$477,752	\$102,845,052	\$102,780,376
F2	INDUSTRIAL REAL PROPERTY	2	2.4900	\$0	\$233,921	\$233,921
J3	ELECTRIC COMPANY (INCLUDING CC	5	0.7882	\$0	\$7,312,586	\$7,312,586
J4	TELEPHONE COMPANY (INCLUDING I	14	14.3153	\$0	\$6,968,455	\$6,968,455
J5	RAILROAD	2	0.3077	\$0	\$3,789,109	\$3,789,109
J7	CABLE TV COMPANY	4		\$0	\$978,240	\$978,240
J8	OTHER TYPE OF UTILITY	3		\$0	\$167,720	\$167,720
L1	COMMERCIAL PERSONAL PROPER	262		\$0	\$27,907,861	\$27,907,861
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M1	TANGIBLE OTHER PERSONAL, MOBI	289		\$114,740	\$8,380,362	\$7,147,820
X	TOTALLY EXEMPT PROPERTY	304	487.4996	\$0	\$36,064,097	\$0
Totals			1,894.4241	\$2,853,605	\$591,666,449	\$497,821,662

2023 CERTIFIED TOTALS

Property Count: 4,051

11 - City of Alpine
Effective Rate Assumption

7/25/2023 12:16:13PM

New Value

TOTAL NEW VALUE MARKET:	\$2,853,605
TOTAL NEW VALUE TAXABLE:	\$2,822,425

New Exemptions

Exemption	Description	Count		
EX-XV	Other Exemptions (including public property, r	2	2022 Market Value	\$555,393
EX366	HB366 Exempt	8	2022 Market Value	\$22,381
ABSOLUTE EXEMPTIONS VALUE LOSS				\$577,754

Exemption	Description	Count	Exemption Amount
DV2	Disabled Veterans 30% - 49%	2	\$15,000
DV3	Disabled Veterans 50% - 69%	4	\$42,000
DV4	Disabled Veterans 70% - 100%	3	\$36,000
DVHS	Disabled Veteran Homestead	3	\$895,696
OV65	Over 65	24	\$460,000
PARTIAL EXEMPTIONS VALUE LOSS		36	\$1,448,696
NEW EXEMPTIONS VALUE LOSS			\$2,026,450

Increased Exemptions

Exemption	Description	Count	Increased Exemption Amount
INCREASED EXEMPTIONS VALUE LOSS			
TOTAL EXEMPTIONS VALUE LOSS			\$2,026,450

New Ag / Timber Exemptions**New Annexations****New Deannexations****Average Homestead Value****Category A and E**

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
1,317	\$189,069	\$29,123	\$159,946
Category A Only			

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
1,317	\$189,069	\$29,123	\$159,946

2023 CERTIFIED TOTALS

11 - City of Alpine
Lower Value Used

Count of Protested Properties	Total Market Value	Total Value Used
217	\$73,103,695.00	\$56,499,056

2023 CERTIFIED TOTALS

Property Count: 217

11 - City of Alpine
Under ARB Review Totals

7/25/2023 12:16:11PM

Land		Value			
Homesite:		4,307,888			
Non Homesite:		3,056,545			
Ag Market:		0			
Timber Market:		0	Total Land	(+)	7,364,433
Improvement		Value			
Homesite:		24,363,490			
Non Homesite:		38,397,181	Total Improvements	(+)	62,760,671
Non Real		Count	Value		
Personal Property:	8		2,978,591		
Mineral Property:	0		0		
Autos:	0		0		
			Total Non Real	(+)	2,978,591
			Market Value	=	73,103,695
Ag	Non Exempt		Exempt		
Total Productivity Market:	0		0		
Ag Use:	0		0	Productivity Loss	(-) 0
Timber Use:	0		0	Appraised Value	= 73,103,695
Productivity Loss:	0		0		
			Homestead Cap	(-) 847,799	
			Assessed Value	= 72,255,896	
			Total Exemptions Amount (Breakdown on Next Page)	(-) 598,174	
			Net Taxable	= 71,657,722	

APPROXIMATE TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)
 334,158.59 = 71,657,722 * (0.466326 / 100)

Certified Estimate of Market Value:	57,401,282
Certified Estimate of Taxable Value:	56,499,056
Tax Increment Finance Value:	0
Tax Increment Finance Levy:	0.00

2023 CERTIFIED TOTALS

Property Count: 217

11 - City of Alpine
Under ARB Review Totals

7/25/2023

12:16:13PM

Exemption Breakdown

Exemption	Count	Local	State	Total
DV4	1	0	12,000	12,000
EX-XV	1	0	106,174	106,174
OV65	24	480,000	0	480,000
Totals		480,000	118,174	598,174

2023 CERTIFIED TOTALS

Property Count: 217

11 - City of Alpine
Under ARB Review Totals

7/25/2023 12:16:13PM

State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	131	46.5676	\$72,865	\$22,336,454	\$21,028,671
B	MULTIFAMILY RESIDENCE	12	7.1236	\$0	\$5,134,686	\$5,134,686
C1	VACANT LOTS AND LAND TRACTS	25	12.4460	\$0	\$548,294	\$548,294
E	RURAL LAND, NON QUALIFIED OPE	2	13.0800	\$0	\$174,091	\$174,091
F1	COMMERCIAL REAL PROPERTY	37	27.1001	\$411,789	\$41,309,295	\$41,309,295
F2	INDUSTRIAL AND MANUFACTURIN	2	2.4900	\$0	\$233,921	\$233,921
L1	COMMERCIAL PERSONAL PROPE	8		\$0	\$2,978,591	\$2,978,591
M1	TANGIBLE OTHER PERSONAL, MOB	6		\$0	\$282,189	\$250,173
X	TOTALLY EXEMPT PROPERTY	1	1.7714	\$0	\$106,174	\$0
Totals			110.5787	\$484,654	\$73,103,695	\$71,657,722

2023 CERTIFIED TOTALS

Property Count: 217

11 - City of Alpine
Under ARB Review Totals

7/25/2023 12:16:13PM

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A1	SINGLE FAMILY RESIDENCE	123	44.3542	\$72,865	\$22,037,311	\$20,729,528
A2	SINGLE FAMILY RESIDENCE (MH)	9	2.2134	\$0	\$299,143	\$299,143
B1	MULTIFAMILY RESIDENCE	12	7.1236	\$0	\$5,134,686	\$5,134,686
C1	VACANT LOT	24	11.7760	\$0	\$520,832	\$520,832
C2	VACANT LOT	1	0.6700	\$0	\$27,462	\$27,462
E1	FARM OR RANCH IMPROVEMENT	1	7.0800	\$0	\$54,091	\$54,091
E3	NON QUALIFIED LAND	1	6.0000	\$0	\$120,000	\$120,000
F1	COMMERCIAL REAL PROPERTY	37	27.1001	\$411,789	\$41,309,295	\$41,309,295
F2	INDUSTRIAL REAL PROPERTY	2	2.4900	\$0	\$233,921	\$233,921
L1	COMMERCIAL PERSONAL PROPER	8		\$0	\$2,978,591	\$2,978,591
M1	TANGIBLE OTHER PERSONAL, MOBI	6		\$0	\$282,189	\$250,173
X	TOTALLY EXEMPT PROPERTY	1	1.7714	\$0	\$106,174	\$0
Totals			110.5787	\$484,654	\$73,103,695	\$71,657,722



CITY COUNCIL

MEETING AGENDA ITEM COVER MEMO

AUGUST 1, 2023

INFORMATION OR DISCUSSION

4. Discussion regarding the Fiscal Year 2023-2024 Budget. (M. Antrim, Interim City Manager)

BACKGROUND

Continued discussions regarding:

- Increased funds for HOT, Software, employee restructure assistance
- Additional Clarification/money amounts for capital assets from the Capital Improvement plan that are being proposed in the 2023-2024 Budget
- Additional Clarification/Summary of fund balance/net position
- Additional Clarification of available reserves and an outline of how they are being used in the 2023-2024 Budget
- Clarification where department priority projects can be found within each department budgeted expenses
- Addition of list of risks and unknowns the City may encounter
- Any additional recommendations from Council as a result of the last meeting/workshop and review of the budget

SUPPORTING MATERIALS

N/A

STAFF RECOMMENDATION

N/A



CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO
AUGUST 1, 2023

INFORMATION OR DISCUSSION

5. Discuss and schedule 4 workshops to educate Council and members of the community about key strategic items that are of interest to the community so that Council can make appropriate financial/budget decisions and goals for the next fiscal year can be put in place in the areas of 1) Water production and Delivery, 2) Waste Water Production and Effluent Water Production 3) Road maintenance and potential equipment needed if the City is to “self pave” and 4) Key actions need to align employee pay and benefits. (R. Stephens, City Council)

BACKGROUND

- During the FY2023-24 budget process, City Council has discussed a number of key items related to the results of the Strategic Planning process conducted last year and the funding necessary to meet the priorities that we established. There were 4 key areas identified. At this point in the FY2023-24 budget process, there appears to be alignment about the funds included within the draft budget.
 1. Water Production and Delivery - Many residents have expressed concerns about water production and delivery capabilities of the city. A workshop to focus on the water production and delivery system will help everyone better understand the key issues, work required and plans for the city to remove the voluntary draught restriction and focus on the long term plan to meet city requirements. Included needs to be water production from wells, issues with the water distribution and storage system, issues between “east” and “west”
 2. Waste Water Treatment - The waste water treatment plant has not produced effluent water in over a year for a number of reasons. It has the capacity to produce up to 200,000 gallons per day. The waste water treatment plan drying beds require cleaning and repair. Clarifier #1 (of 2) needs to be rebuilt. Understanding the capabilities and issues at the waster water treatment plant and overall sewage processing capabilities in Alpine is an important part of helping residents and business owners know of any potential issues that would impede potential development
 3. Road Maintenance - During the current “paving season” the City of Alpine will continue with normal road maintenance, but not rebuild any roads using “hot mix”.

Council and the City management have discussed the potential for the City of Alpine to purchase equipment that would allow the City to lay down hot mix asphalt in addition to putting down chip seal overlays. The City Council approved Capital Plan includes equipment to letdown hot mix, but those elements of the capital plan are not funded. A workshop to discuss the implications of the City being able to put down hot mix, the employee skills required, and the equipment needed is important before investment decisions can be made. Further, since hot mix is twice the cost of chip seal or cold mix overlay, the with 1,000 city blocks in Alpine to maintain, Council and the Community should discuss the long term strategy about which streets should continue with chip seal, and which, if any, should receive hot mix.

4. Employee Pay and Benefits - It was reported in a City Council workshop that Alpine is about 2 years behind the market relative to starting pay for employees. The draft FY2023-24 budget provides a 5% across the board increase with a 5% merit opportunity for employees. This funding will improve overall employee pay, but leave employees below market on pay. There is a further challenge of what is called "compression" when employee pay at the bottom hourly rates are increased making it unfair for longer term employees. The issue requires study before a final plan can her put in place that resolves the market pay and compression issues. Knowing the overall plan and schedule for employees is important because retaining employees is key to delivering services the City provides. A workshop to discuss employee retention and the overall plan to resolve pay and compression issues is important.

SUPPORTING MATERIALS

- NONE.

STAFF RECOMMENDATION

- NONE.

ACTION ITEMS OVERVIEW

9. **Action items to be accompanied by a brief statement of facts, including where funds are coming from, if applicable.** (Action items limited to 10 per meeting).
1. Approve Resolution 2023-08-01, a resolution authorizing the renewal of the City of Alpine employee health insurance, dental insurance, and vision insurance benefits for the fiscal year 2023-2024. (M. Antrim, City Manager)
 2. Approve Resolution 2023-08-02, a resolution authorizing the transfer of designated fire apparatuses, equipment, and vehicles to Brewster County, Texas as outlined under the Interlocal Agreement regarding firefighting and fire protection services, and Alpine Emergency Services Board. (M. Antrim, City Manager)
 3. Approve Resolution 2023-08-03, a resolution approving the renewal of the City's telecommunication and broadband contract with Big Bend Telephone. (M. Antrim, City Manager)
 4. Approve Resolution 2023-08-04, a resolution approving the Fiscal Year 2023-2024 Health Reimbursement Arrangement managed through Total Administrative Services Corporation (TASC). (M. Antrim, City Manager)
 5. Approval of the FY 2024/2025 E9-1-1 Public Safety Answering Point Services Interlocal Agreement between the City of Alpine and Rio Grande Council of Governments (RGCOG). (M. Antrim, City Manager)



CITY COUNCIL

MEETING AGENDA ITEM COVER MEMO

AUGUST 1, 2023

To: Mayor and City Council

Agenda Item: Action Item 1 – Resolution 2023-08-01 – Health, Dental, Vision Insurance Renewal

Submitted By: Megan Antrim, City Manager

SYNOPSIS

Approve Resolution 2023-08-01, a resolution authorizing the renewal of the City of Alpine employee health insurance, dental insurance, and vision insurance benefits for the fiscal year 2023-2024. (M. Antrim, City Manager)

BACKGROUND

- The City of Alpine initiated a fully funded health insurance program in October 2020.
- Blue Cross and Blue Shield is the City's current provider for health insurance.
- Humana is the City's current provider for dental and vision insurance.
- InCore Group, the City's health insurance brokers, have worked on negotiating rates for the City for this upcoming fiscal year.
- The renewal rates for Blue Cross and Blue shield reflect a 5% increase of the current year rates.
- The renewal rates for Humana reflect no change from the current year rates.

SUPPORTING MATERIALS

1. Resolution 2023-08-01

STAFF RECOMMENDATION

Recommendation: **Approve**

THE STATE OF TEXAS

COUNTY OF BREWSTER

CITY OF ALPINE

RESOLUTION 2023-08-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS AUTHORIZING THE RENEWAL OF THE CITY OF ALPINE'S EMPLOYEE HEALTH INSURANCE, DENTAL INSURANCE, AND VISION INSURANCE BENEFITS FOR FISCAL YEAR 2023-2024.

WHEREAS, the City Council hereby renews the employee health insurance benefits with Blue Cross and Blue Shield and dental and vision insurance with Humana; and

WHEREAS, the renewal rates for Blue Cross and Blue Shield are in the amount of \$661.33 for Employee Only, \$1,303.21 for Employee and Spouse, \$1,174.86 for Employee and Children, \$1,784.73 for Employee and Family for Fiscal Year 2023-2024; and

WHEREAS, the renewed health insurance rates include a five percent (5%) increase from the prior fiscal year; and

WHEREAS, the City shall continue to pay a hundred percent (100%) of the premium cost for each employee covered by the health insurance plan, fifty percent (50%) for children dependent coverage, fifty percent (50%) for employee and spouse dependent coverage, and sixty percent (60%) for family dependent coverage; and

WHEREAS, the renewal rates for Humana Dental are in the amount of \$31.24 for Employee Only, \$62.49 for Employee and Spouse, \$88.92 for Employee and Children, and \$122.16 for Employee and Family for Fiscal Year 2023-2024; and

WHEREAS, the renewal rates for Humana Vision are in the amount of \$5.14 for Employee Only, \$10.28 for Employee and Spouse, \$9.77 for Employee and Children, and \$15.35 for Employee and Family for Fiscal Year 2023-2024; and

WHEREAS, there is no change in the renewed dental and vision rates through Humana for Fiscal Year 2023-2024; and

WHEREAS, the City shall continue to pay a hundred percent (100%) of the premium cost for each employee covered by the dental and vision insurance plan.

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

SECTION 1. That the Council approves and authorizes the health insurance with Blue Cross and Blue Shield from October 1, 2023 through September 30, 2024.

SECTION 2. That the Council approves and authorizes the dental and vision insurance with Humana from October 1, 2023 through September 30, 2024.

PASSED AND APPROVED THIS THE 1st DAY OF AUGUST 2023 BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.

Catherine Eaves, Mayor

ATTEST:

Geoffrey R. Calderon, City Secretary



CITY COUNCIL

MEETING AGENDA ITEM COVER MEMO

AUGUST 1, 2023

To: Mayor and City Council

Agenda Item: Action Item 2 – Resolution 2023-08-02 – Transfer of Fire Equipment & Vehicles

Submitted By: Megan Antrim, City Manager

SYNOPSIS

Approve Resolution 2023-08-02, a resolution authorizing the transfer of designated fire apparatuses, equipment, and vehicles to Brewster County, Texas as outlined under the Interlocal Agreement regarding firefighting and fire protection services, and Alpine Emergency Services Board. (M. Antrim, City Manager)

BACKGROUND

- In May 2023, the City of Alpine and Brewster County entered into an interlocal agreement regarding firefighting and fire protection services as well as the implementation of the Alpine Emergency Services Board.
- As part of the agreement the City of Alpine is transferring all firefighting equipment, rolling stock, and other equipment to Brewster County for the purpose of Brewster County placing in into the care of Alpine Emergency Services Board.
- Attached to the Resolution is Exhibit "A," listing the equipment and vehicles the City has listed either in their asset program or as holder of the vehicle title.

SUPPORTING MATERIALS

1. Resolution 2023-08-02

STAFF RECOMMENDATION

Recommendation: **Approve**

THE STATE OF TEXAS

COUNTY OF BREWSTER

CITY OF ALPINE

RESOLUTION 2023-08-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS AUTHORIZING THE TRANSFER OF DESIGNATED FIRE APPARATUSES, EQUIPMENT, AND VEHICLES TO BREWSTER COUNTY, TEXAS AS OUTLINED UNDER THE INTERLOCAL AGREEMENT REGARDING FIREFIGHTING AND FIRE PROTECTION SERVICES, AND ALPINE EMERGENCY SERVICES BOARD.

WHEREAS, the City Council entered into an interlocal agreement regarding firefighting and fire protection services, and Alpine Emergency Services Board effective May 16, 2023; and

WHEREAS, the agreement indicates the City of Alpine will transfer all firefighting equipment, rolling stock, and other equipment to Brewster County for Brewster County to retain ownership of all such equipment whether titled or untitled, for the purpose of Brewster County placing it into the care of Alpine Emergency Services Board (AESB), with AESB overtaking responsibility for insurance coverage thereon; and

WHEREAS, the City Council authorizes the City Manager to transfer the equipment and vehicles listed in Exhibit "A;" and

WHEREAS, the City shall remove all items from the City's insurance effective September 30, 2023.

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

SECTION 1. That the Council approves and authorizes the transfer of equipment and vehicles as listed in Exhibit "A."

PASSED AND APPROVED THIS THE 1st DAY OF AUGUST 2023 BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.

Catherine Eaves, Mayor

ATTEST:

Geoffrey R. Calderon, City Secretary

FIRE VEHICLES

Year	Make	Model	Vin #	Other
1966	Heil	Trailer	916374	No Title
1965/1972	Dodge	Tanker	D61EK2J561779	Title
1974	American General Corp	Truck Tractor	M72410490	No Title
1977	Ford	Pick up	F26HL007548	Title
1987	DUP	Fire Truck	ID91L43F2H1008736	Title
1991	GMC	Sierra	IGDIK34N6ME529544	Title
1993	GMC	LL	1GKFK16K7PJ715921	No Title
1997	INTL	Fire Engine	IHT5DADR2VH460476	Title
1998	Chevrolet	10' Non Walk in Rescue	IGDIK34F4WF049864	Title
1999	FRHT	Fire Truck	IFV6JLCB9XHA71819	Title
1999	FRHT	Fire Truck	IFV6JLCBOXHA71823	Title
1999	Chevy	Suburban 4WD	3GN GK26R6XG160598	No Title
2001	Chevrolet	Suburban K-15	3GNFK16T11G197129	No Title
2006	Ford	SD-OK	1FDWW36P96ED90912	Title
2008	Ford	PK-F45	1FDXW47R98EE29379	Title
2009	Chevrolet	Tahoe	IGNFC23059R240279	Title
2009	Chevrolet	Tahoe	IGNEC23379R254478	Title
2009	HME	Custom Cab/chassis	44KFT42809WZ21537	No Title
2013	Century	Trailer	1C9US1425D1207443	Title
2001		Fire Truck	0256	
2009		Pumper Truck		
1997		Fire Engine	IHT5DADR2VH460476	

FIRE OFFICE EQUIPMENT

#	Description	ID #	Other
513-01-632-0503	Fire Dept Desk/Double Pedestal	514	
514-01-632-0503	Fire Dept Chair /Office Task	515	
515-01-632-0503	Fire Dept Chair /Office Task	516	
516-01-632-0503	Fire Dept Chair / Folding	517	
517-01-632-0503	Fire Dept Desk/Double Pedestal	518	
555-01-632-0503	Fire Dept - Bunker Gear	556	
556-01-632-0700	Fire Dept - Equipment	557	
557-01-632-0503	Fire Dept Chair/Reception	558	
1307-01-632-0700	Connex Box - 8 1/2 X 40' Imaging Available	1341	



CITY COUNCIL

MEETING AGENDA ITEM COVER MEMO

AUGUST 1, 2023

To: Mayor and City Council

Agenda Item: Action Item 3 – Resolution 2023-08-03 –Telecommunication/Broadband Renewal

Submitted By: Megan Antrim, City Manager

SYNOPSIS

Approve Resolution 2023-08-03 – a resolution approving the renewal of the City's telecommunication and broadband contract with Big Bend Telephone. (M. Antrim, City Manager)

BACKGROUND

- On August 13, 2020 the City of Alpine entered into a three (3) year term with Big Bend Telephone to provide both telecommunication and broadband services for the City of Alpine.
- The City previously had a five (5) year term contract with BBT.
- The contract provides: IP Managed Services, maintenance on BBT services when necessary and Service Level Agreement (SLA) with Troubleshooting Escalation Process.
- BBT recently updated all equipment (telephones) within the City of Alpine.
- The current contract allows for a year-to-year renewal unless either party terminates by providing the other party written notice 90 days prior to expiration.
- The recommendation is to renew for one year and submit for new proposals in 2024.
- BBT and the City of Alpine have a good standing relationship.

SUPPORTING MATERIALS

1. Resolution 2023-08-03 & Current Contract

STAFF RECOMMENDATION

Recommendation: **Approve**

THE STATE OF TEXAS

COUNTY OF BREWSTER

CITY OF ALPINE

RESOLUTION 2023-08-03

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS
APPROVING THE RENEWAL OF THE CITY'S TELECOMMUNICATION AND
BROADBAND CONTRACT WITH BIG BEND TELEPHONE.**

WHEREAS, the City of Alpine entered into a three (3) year term with Big Bend Telephone to provide telecommunication and broadband services to the City of Alpine on August 13, 2020; and

WHEREAS, the executed contract allows for automatic renewal on a year-to-year basis at the end of the initial three (3) year term; and

WHEREAS, the three (3) year contract expires August 13, 2023; and

WHEREAS, the City wishes to renew the current contract for an additional year; and

WHEREAS, the City will seek new proposals for telecommunication and broadband services before the expiration of the one year renewal.

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

SECTION 1. That the Council approves and authorizes a one-year renewal for telecommunication and broadband services with Big Bend Telephone for the City of Alpine effective August 13, 2023 through August 13, 2024.

PASSED AND APPROVED THIS THE 1st DAY OF AUGUST 2023 BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.

Catherine Eaves, Mayor

ATTEST:

Geoffrey R. Calderon, City Secretary

CITY OF ALPINE EXTENTION OF SERVICES AGREEMENT

This BBT Services Agreement (the "Agreement") is entered into between Big Bend Telecom ("BBT") and The City of Alpine, ("COA") (Collectively referred to herein as the "parties") to be effective on the Effective Date signed below by both parties. This Agreement includes this document and all of its Exhibits and Appendices, including the Project Description and Service Level Agreement.

The Parties agree as follows:

1. Services. During the Term of this Agreement, BBT will provide COA with the specific services as described on Exhibit A including the SLA services described there in which may be amended or added to reflect additional Service(s) by written agreement of the Parties from time to time (the "Services"). Services will be provided in accordance with the terms of service set forth herein, and as applicable to any specific services provided by BBT under the terms hereof, BBT's standard terms as described in http://www.bigbend.net/docs/Big_Bend_Terms_of_Service.pdf, and including the Acceptable Use Policies as described in http://www.bigbend.net/docs/Big_Bend_Acceptable_Use_Policy.pdf both of which documents are incorporated by reference herein (collectively the "Standard Terms"), applicable industry standards and in accordance with all applicable laws. In the event of any express conflict between the Standard Terms and this Agreement, the terms of this Agreement shall control.

2. Term. The Agreement has an initial term of three (3) years (the "Initial Term"). After the expiration of the Initial Term, this Agreement shall automatically renew and continue on a year-to-year basis (the "Renewal Terms") unless and until terminated in accordance with the terms hereof. If either party desires to terminate this Agreement upon expiration of the Initial Term or any Renewal Term, such party shall give the other party written notice of its intent to terminate the Agreement at least ninety (90) days prior to expiration of the then current term. The Initial Term and any Renewal Terms are collectively referred to hereafter as the "Term." Following the expiration of the Term, or earlier termination of the Agreement as provided herein, BBT shall have the right to remove any equipment and facilities that is owned by BBT and used or leased to COA to provide the Services. BBT will provide notice to COA of its intent to remove the equipment and facilities and the parties will cooperate in the orderly removal of such items. BBT will restore any damages to COA property caused by BBT in connection with the removal of BBT equipment and facilities.

3. Payment Amounts. COA agrees to pay BBT a service level agreement charge ("SLA charge") and a network cost as set forth in Exhibit A and as described below. COA agrees to pay BBT network costs as described in Appendix B to Exhibit A the amount of \$5,794.54 per month, payable on the 20th of each month.

4. Use. COA may use the Services solely for governmental purposes and will not, without BBT's prior written consent, allow or permit the Services to be used by any third party that is not a governmental entity affiliated entity with COA.

5. Assignability. COA shall not assign (in whole or in part) this Agreement to any other entity or party without the express prior written consent of BBT, which consent may be withheld in the sole discretion of BBT. In the event of any permitted assignment by COA, COA shall remain liable for all its obligations under this Agreement unless: (a) BBT consents to release, by written instrument, COA from such obligations, and (b) the assignee or transferee shall have affirmatively assumed in writing all of the obligations of COA under this Agreement.

6. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, COST OF REPLACEMENT FACILITIES OR SERVICES (WHETHER ARISING OUT OF TRANSMISSION INTERRUPTIONS OR PROBLEMS, ANY INTERRUPTION OR DEGRADATION OF SERVICE OR OTHERWISE), WHETHER OR NOT FORESEEABLE, SUFFERED BY SUCH OTHER PARTY AS A RESULT OF THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR ITS ACTS OR OMISSIONS RELATED TO THIS AGREEMENT OR ITS USE OF THE SERVICE, WHETHER OR NOT ARISING FROM SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, VIOLATION OF LAW BREACH OF CONTRACT, BREACH OF WARRANTY OR ANY OTHER

Confidential

SOURCE EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BBT shall further not be liable for the acts, omissions or delays caused by third party vendors. Remedies under this Agreement are exclusive and limited to those expressly stated in the Agreement.

7. Warranties. EXCEPT AS MAY OTHERWISE BE EXPRESSLY STATED IN THIS AGREEMENT, BBT MAKES NO WARRANTY OF ANY KIND WHATSOEVER EXCEPT FOR THE EXPRESS REPRESENTATIONS SET FORTH HEREIN OR IN THE ATTACHED EXHIBIT(S) CONCERNING THE SERVICE(S). ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY BBT AND ARE EXCLUDED FROM THIS AGREEMENT.

8. Notices. All notices or other communications shall be deemed to have been given when made in writing and either: (1) delivered in person; (2) received within twenty-four (24) hours after delivery to an agent, such as an overnight or similar delivery services; all delivery services prepaid; or (3) received within 72 hours after deposited in the United States mail, postage prepaid, and addressed to the address for each party set forth on the signature page of this Agreement or other address as is subsequently provided by the applicable party specifically as its address for notice under this Agreement. Except where the context otherwise indicates, all notices and documents shall be deemed to have been given on the day received.

9. Termination for Default. This Agreement may be terminated by either party if the other party fails to perform or comply with any provision of this Agreement and such failure continues for more than thirty (30) days after written notice such failure by the non-defaulting party; provided, however, if any such failure by the party in default cannot be corrected within such thirty (30) day period solely as a result of nonfinancial circumstances outside of the defaulting party's control, and if such party has commenced substantial corrective actions within such thirty (30) day period and is diligently pursuing such corrective actions, such thirty (30) day period will be extended for such additional time as is reasonably necessary to allow completion of actions to correct the defaulting party's failure.

10. Remedies Exclusive. COA acknowledges that the remedies expressly set forth in the applicable Appendix providing COA the right to cancel or terminate the Project and/or to receive Service Level Credits under certain circumstances are the sole and exclusive remedies of COA and the sole and exclusive liabilities of BBT with respect to any failure of BBT to provide Services in accordance with the Service Levels, and in accordance with BBT's other commitments and obligations under this Agreement.

11. Force Majeure. If performance by BBT of any obligation under this Agreement is prevented, restricted or interfered with by causes beyond BBT's reasonable control, including, but not limited to, the failure or malfunction of equipment, acts of God, explosions, vandalism, cable cuts, natural disasters, power failure, national emergencies, insurrections, riots, war, strike, lockouts, boycotts, work stoppages or other labor difficulties, delays caused by third party vendors, or any order, regulation or other actions of any governmental authority, agency instrumentality or any civil or military authority (a "Force Majeure" event), BBT shall be excused from such performance on a day-to-day basis to the extent of such restrictions or interference. BBT shall use reasonable commercial efforts under the circumstances to avoid or remove such causes of nonperformance with reasonable dispatch.

12. Indemnity. TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, AND SUBJECT TO THE LIMITATIONS OF SECTION 8 ABOVE, EACH PARTY AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY FROM ALL LOSSES, CLAIMS, DEMANDS, DAMAGES, EXPENSES, SUITS OR OTHER ACTIONS OR ANY LIABILITY WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, COSTS AND ATTORNEYS' FEES AND EXPENSES, WHETHER SUFFERED, MADE, INSTITUTED OR ASSERTED BY ANY OTHER PARTY OR PERSON, FOR INVASION OF PRIVACY, PERSONAL INJURY TO OR DEATH OF ANY PERSON OR PERSONS, OR FOR LOSS, DAMAGES TO OR DESTRUCTION OF PROPERTY, WHETHER OR NOT OWNED BY OTHERS, RESULTING FROM THE INDEMNIFYING PARTY'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION; EXCEPT FOR THAT PORTION OF LIABILITY WHICH IS CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY CLAIMING INDEMNIFICATION. This indemnification is conditioned upon: (a) the indemnified Party promptly notifying the indemnifying Party of any action taken against the indemnified Party relating to the indemnification; (b) the indemnifying Party having sole authority to

defend any such action, including the selection of legal counsel; (c) the indemnified Party may engaging separate legal counsel only at its sole cost and expense; and (d) in no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party.

13. Insurance. At all times BBT will maintain commercial general liability, workers compensation employers liability and other insurance in amounts required by law or this Agreement, including, but not limited to (i) Worker's Compensation and related insurance as contemplated by the State of Texas; (ii) employer's liability insurance with limits of at least one million dollars (\$1,000,000) for each occurrence; and (iii) comprehensive general liability insurance and, if the use of motor vehicles is required, comprehensive motor vehicle liability insurance, each with limits of at least one million dollars (\$1,000,000) for combined single limit for bodily injury, including death, and/or property damage. COA shall have the right, at its option, to (a) obtain liability insurance protecting COA and its employees and property insurance protecting COA's buildings and contents, to the extent authorized by law, or (b) self-insure against any risk that may be incurred by COA as a result of its operations under this Agreement.

14. General Provisions.

- (a) Choice of Law. The Parties agree that this Agreement shall be interpreted and construed in accordance with the laws of the State of Texas without regard to choice of law principles.
- (b) Complete Agreement/ Right to Amend. This Agreement is the entire Agreement between BBT and COA with respect to the Services and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such matters, including the Prior Agreement. This Agreement may be amended or modified but only in writing as mutually agreed to by the Parties.
- (c) No Joint Venture. Nothing in this Agreement shall be construed to constitute or create a joint venture, partnership or formal business organization of any kind and the rights and obligations of each Party shall be only those expressly stated in this Agreement. Neither Party shall have the authority to bind the other, and neither Party assumes any liability of the other Party.
- (d) Severability. If any provision of this Agreement is invalid or unenforceable under applicable law, said provision shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining provisions of this Agreement and the Parties hereby agree to negotiate in good faith with respect to any such invalid or unenforceable provision to the extent necessary to render it valid and enforceable.
- (e) Survival. Provisions contained in this Agreement that by their sense and context are intended to survive completion or performance, termination or cancellation of this Agreement, shall survive.
- (f) Non-Waiver. The failure of either Party to enforce strict performance of any provision of this Agreement shall not be construed as a waiver of its right to assert or rely upon such provision or any other provision of this Agreement.
- (g) Limitations of Services. This Agreement applies only to those Services provided directly to COA and not to any utilization of the facilities by COA or its users. The Agreement does not constitute a joint undertaking with COA to furnish any service to COA's users. BBT does not undertake to transmit messages, or to offer any telecommunications service to any person or entity other than COA. BBT shall have no liability or responsibility for the content of any communications transmitted via the Service by COA, its users or any other party. COA is solely responsible for any encryption, data security, virus protection and other protection of the data applicable with respect to any Services provided by BBT to COA under this Agreement.
- (h) Governmental Status. The Parties are aware that there are constitutional and statutory limitations on the authority of COA to enter into certain terms and conditions that may be a part of this Agreement, including those terms and conditions relating to liens on COA's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on COA except to the extent authorized by the laws and Constitution of the State of Texas.

R

Confidential

IN WITNESS WHEREOF, the Parties have signed this Agreement on 8/13/2020, 2020 (the "Effective Date").

BBT

the City of Alpine

BIG BEND TELECOM

COA

By: *Russell A. Moore*
Printed Name: Russell A. Moore
Title: Gm/COO

DocuSigned by:
Erik Zimmer
By: F1AF12D16C3243E
Printed Name: Erik Zimmer
Title: City Manager

ADDRESS FOR NOTICE:

If to BBT:

BBT
808 N. 5th Street
Alpine, TX 79830
Attn: Russell A. Moore

If to City of Alpine:

City of Alpine
100 N. 13th Street
Alpine, TX 79830
Attn: Megan Antrim

EXHIBIT A

Service Level Agreement for The City of Alpine



From the Big Bend's
Technology Provider of Choice
7.7.20

Overview

Big Bend Telecom (BBT) is pleased to provide this proposal to **The City of Alpine (COA)** for IP Managed Services. The Scope of Work is defined below:

- Provide Maintenance on BBT service when necessary during the defined hours of 5am and 7am Central
- Service Level Agreement (SLA) with Troubleshooting Escalation Process
- Exclusions to this Managed Services includes Managed Storage Systems and Voiceware Phone Systems

The following items are **outside** of the Scope of Work and should be managed by another third party provider. The list includes, but is not limited to:

- Installation/maintenance of software applications.
- Setup/Deployment of authorized IP Devices connected to Network, except for IP Phones.
- Installation and maintenance of servers and other customer owned equipment

Monthly Recurring Costs

Total Monthly SLA Costs

10 HR SLA

\$325.00

Service Level Agreement (SLA)

Service Level Agreement (Appendix A)

Trouble Reporting and Service Issues

- BBT will provide troubleshooting and repairs (24) hours a day (7) days per week. COA will have a specified service number to report any said issues with service on a basis of 24 hours a day, 7 days per week.

Level of Service (Per Month)	On-Site Response Time	Restrictions/Special Terms
Per Month		
On Site Response With up to 10 Hours Repair Service. Hours not used in any month do not Carry over to the next month of service.	Technician attempts to arrive on-site within three hours after trouble is reported and BBT determines dispatch is necessary.	<ul style="list-style-type: none">Available 7 days/week, 24 hours/day - including holidays.COA shall designate a coordinator from whom all service calls should originate.

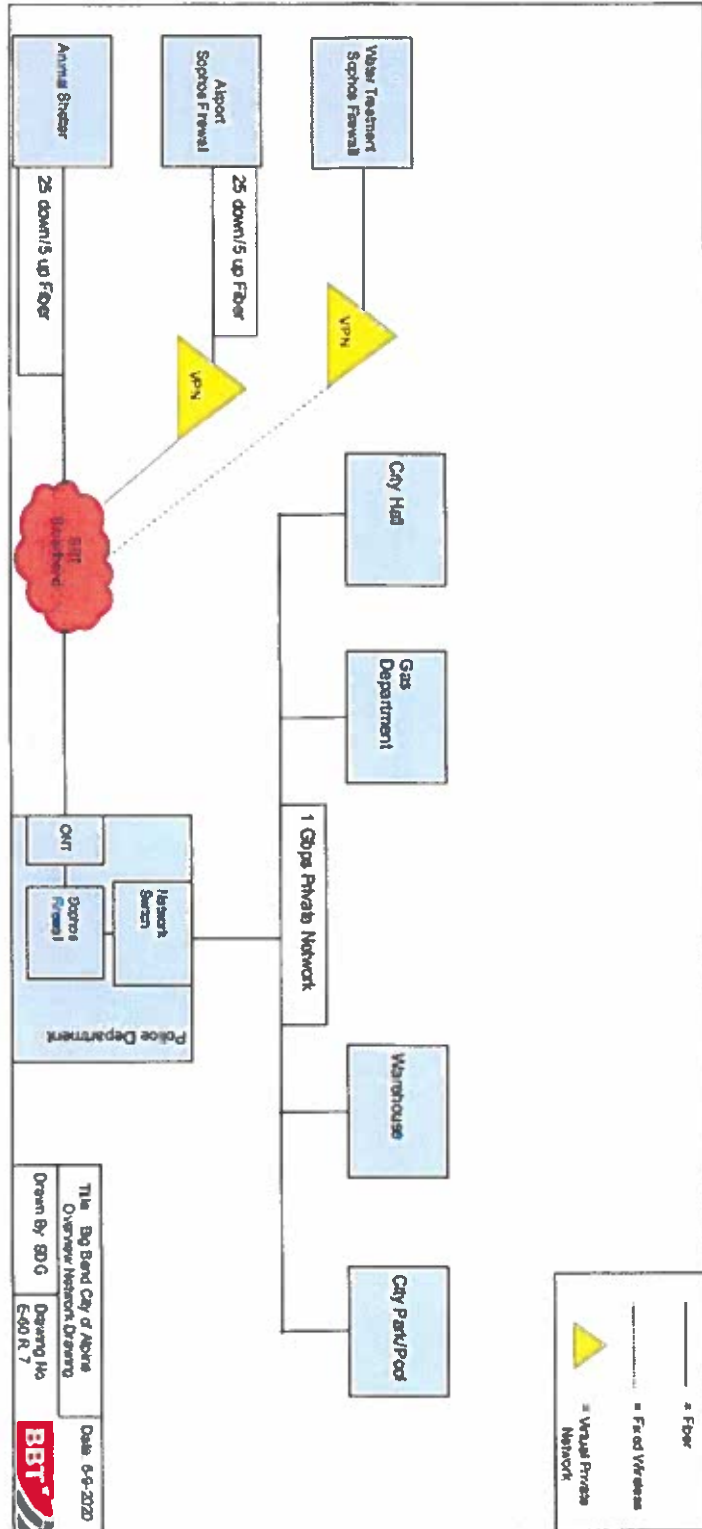
Rates and Charges

Any time spent over the above listed Hours of Repair Service (10 hours per month during the Term) will be billed by the hour at \$80.00 (per technician):

For after hours, holidays, and weekends, an additional charge of \$50.00 will apply to all hours of repair service maintenance (i.e. the 8 hours of service provided and all other hours of service) as well as to the hourly rate of \$80.00 for additional work over the monthly allotment.

Total Monthly Network Cost

The City of Alpine Network Pricing		
Multi-Point Connection Location	Locations	Price
1 Gig Fiber Network	City Hall	\$ 3,400.00
	Airport	
	Water Treatment Plant	
	Gas Department	
	Warehouse	
	City Park/Pool	
	Police Department	
	Sunshine House	
Broadband Connections	Broadband Speed	Price
Animal Shelter	25.25	\$ 44.99
Municipal Airport	25.25	\$ 44.99
Visitors Center	50.50	\$ 59.99
Fire Department	50.50	\$ 59.59
Telephone Lines	Cost Per Line	Price
36	30	\$ 1,080.00
34	20	\$ 680.00
Misc. Services	Quantity	Price
Static 29	2	\$ 99.98
SLA	10 Hours	\$ 325.00
Total MRC 3 yr. term (taxes & surcharges excluded)		\$ 5,794.54





CITY COUNCIL

MEETING AGENDA ITEM COVER MEMO

AUGUST 1, 2023

To: Mayor and City Council

Agenda Item: Action Item 4 – Resolution 2023-08-04 – Health Reimbursement Arrangement

Submitted By: Megan Antrim, City Manager

SYNOPSIS

Approve Resolution 2023-08-04, a resolution approving the Fiscal Year 2023-2024 Health Reimbursement Arrangement managed through Total Administrative Services Corporation (TASC). (M. Antrim, City Manager)

BACKGROUND

- The city initiated a Health Reimbursement Arrangement for employees in 2020 when the City switched from a partially self-funded to a fully funded health insurance plan.
- The first year the City provided \$750 per employee to assist with additional health costs. The funds were prorated based on the eligibility start date for the City's insurance.
- For Fiscal Year 2021-2022 and 2022-2023 employees were provided \$500 per fiscal year; which was prorated based on the eligibility start date for the City's insurance.
- The program is administered by the Total Administrative Services Corporation.
- Funds for this program are allocated from the original fund designated by the City to cover the City's self-funded health insurance.

SUPPORTING MATERIALS

1. Resolution 2023-08-04 & Renewal Form

STAFF RECOMMENDATION

Recommendation: **Approve**

STATE OF TEXAS

CITY OF ALPINE

COUNTY OF BREWSTER

RESOLUTION 2023-08-04

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS
APPROVING THE TOTAL ADMINISTRATIVE SERVICES CORPORATION HEALTH
REIMBURSEMENT ARRANGEMENT EMPLOYEE BENEFIT FOR FISCAL YEAR 2023-
2024.**

WHEREAS, Health Reimbursement Arrangements (HRA) are employer-funded group health plans from which employees are reimbursed tax-free for qualified medical expenses; and

WHEREAS, the City initiated this employee benefit when the City switched from self-funded to fully funded in October 2020 and contracted with Total Administrative Services Corporation (TASC) to manage the program on behalf of the City; and

WHEREAS, the approved employee benefit amount for Fiscal Year 2020-2021 was \$750 and prorated based on the eligibility start date for insurance; and

WHEREAS, the approved employee benefit amount for Fiscal Year 2021-2022 was \$500 and prorated based on the eligibility start date for insurance; and

WHEREAS, the approved employee benefit amount for Fiscal Year 2022-2023 was \$500 and prorated based on the eligibility start date for insurance; and

WHEREAS, the City finds it to be in the best interest of employees to continue to provide this employee benefit in the amount of \$500 for Fiscal Year 2023-2024 and prorated based on the eligibility start date for insurance.

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

SECTION I. The City hereby approves the Health Reimbursement Arrangement employee benefit, to be administered by Total Administrative Services Corporation, in the amount of \$500 for Fiscal Year 2023-2024 and prorated based on the eligibility start date.

**PASSED, APPROVED, AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL
ON THE 1st DAY OF AUGUST 2023.**

APPROVE:

ATTEST:

Catherine Eaves, Mayor

Geoffrey R. Calderon, City Secretary



HRA Renewal Form

It's renewal time! The following information is required to renew your TASC HRA plan and **MUST BE RECEIVED 30 DAYS PRIOR** to your new plan year start.

Submit this completed form via one of the following methods:	Online Support Request	Mail
	Go to www.tasconline.com - Click LOG IN Sign into your Universal Benefit Account Create a Support Request and attach completed form	TASC PO Box 7308 Madison, WI 53707-7308

CLIENT/EMPLOYER INFORMATION

Client/Employer Name:	CITY OF ALPINE	TASC ID #:	10000186891
Division:			
Client/Employer Email:	city.manager@ci.alpine.tx.us	Client/Employer Phone:	432-837-3301
Primary Address:	Address 1:	100 N 13TH ST	Suite:
	Address 2:		
	City:	ALPINE	
	State:	TEXAS	ZIP/Postal Code:

PLAN INFORMATION

Plan Year Start Date:	10/01/2023	Plan Year End Date:	09/30/2024	Total Employee Count:	84
Renew my HRA Plan:	<input checked="" type="checkbox"/> With NO changes <input type="checkbox"/> With the changes indicated below. Effective Date: If plan changes are required, please make selections and complete the required information below.				
<input type="checkbox"/>	Change in TASC HRA Plan Eligible Benefits for Reimbursement: (Example: Deductible, Coinsurance, Prescription, Copay, etc.)				
<input type="checkbox"/>	Change in TASC HRA Deductible: (The TASC HRA deductible is the amount for which a participant is responsible prior to any HRA reimbursement. If there is no HRA deductible, indicate \$0. This is not the same as your health insurance deductible.)				
	Individual Maximum \$		Family Maximum \$		
<input type="checkbox"/>	Change in Plan Reimbursement Amounts:				
	%	From \$	To \$	TASC/Employer Reimbursed \$	
	%	From \$	To \$	TASC/Employer Reimbursed \$	
	%	From \$	To \$	TASC/Employer Reimbursed \$	
	%	From \$	To \$	TASC/Employer Reimbursed \$	
Maximum TASC/Employer reimbursement		Per Individual \$		Per Family \$	
CONTINUED ON PAGE 2					



HRA Renewal Form

<input type="checkbox"/>	Change in Plan Reimbursement Design (Individual or Family):				
	<input type="checkbox"/>	Individual family member (maximum reimbursement capped at maximum amount per member)			
	<input type="checkbox"/>	Family aggregate (an individual of the plan or a combination of family members may receive reimbursement up to the maximum family amount elected or any combination of reimbursements)			
<input type="checkbox"/>	Change in Medical Plan Insurance Carrier:				
	Current Carrier:		New Carrier:		
<input type="checkbox"/>	Change in Debit Card Copay Substantiation (if applicable):				
	Medical Copay:		Dental:		
	Medical Copay:		Vision, if applicable:		
	Medical Copay:		Prescription Copay:		
	Medical Copay:		Prescription Copay:		
	Medical Copay:		Prescription Copay:		
<input type="checkbox"/>	Change in availability of TASC HRA Plan Benefits for Reimbursement				
	<input type="checkbox"/>	Entire Annual Benefit is available as of first day of plan year			
	<input type="checkbox"/>	Annual Benefit is prorated on a monthly basis and available the first of each month			
NOTES:					
Completed By (Client Contact):				Date:	

For enrollment assistance: call toll-free 800-422-4661
Have your form, employer name, and the Client ID# ready.
Find all IRS limits on our resource web page: www.tasconline.com/benefits-limits/.



CITY COUNCIL

MEETING AGENDA ITEM COVER MEMO

AUGUST 1, 2023

To: Mayor and City Council

Agenda Item: Action Item 5 – E9-1-1 Agreement between the City and Rio Grande Council of Governments

Submitted By: Megan Antrim, City Manager

SYNOPSIS

Approval of the FY 2024/2025 E9-1-1 Public Safety Answering Point Services Interlocal Agreement between the City of Alpine and Rio Grande Council of Governments (RGCOG) (M. Antrim, City Manager)

BACKGROUND

- The Commission on State Emergency Communications (CSEC) rules specify that an interlocal agreement is to be established documenting the relationship between the City of Alpine, Texas and the Rio Grande Council of Governments for its E9-1-1 public services
- The City renews the agreement every biennium.
- The agreement outlines the responsibilities of each jurisdiction, including required security measures, responsibilities for equipment failure, insurance requirements, contact information, and training requirements.

SUPPORTING MATERIALS

1. Interlocal Agreement between the Rio Grande Council of Governments and City of Alpine, Texas for E9-1-1 Public Safety Answering Point Services

STAFF RECOMMENDATION

Recommendation: **Approve**

**INTERLOCAL AGREEMENT BETWEEN THE
RIO GRANDE COUNCIL OF GOVERNMENTS AND
CITY OF ALPINE, TEXAS
FOR E9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES**

Article 1: Parties & Purpose

1.1 The Rio Grande Council of Governments (RGCOG or RPC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region 08 (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.

1.2 City of Alpine, Texas (Local Government) is a local government that operates Public Safety Answering Points (PSAP) that assist in implementing the Strategic Plan as approved by the Commission.

1.3 The Commission, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.

1.4 The Contract for 9-1-1 Services between the Commission and the RPC requires the RPC to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to the Commission and granted to the RPC (9-1-1 Funds) and adherence to Applicable Law.

Article 2: Applicable Law

2.1 Applicable laws include, but are not limited to, the Texas Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act, Texas Government Code (including Uniform Grant and Contract Management Standards-UGMS), Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against the State, Chapter 2260; Texas Local Government Code (including Regional Planning Commissions Act, Chapter 391).

2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption, unless the RPC finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately. The RPC shall provide the Local Government written notice of all new or amended policies, procedures or interpretations

of Commission rules within a reasonable time after adoption, and in any event at least 10 days prior to the time such policies or procedures are enforceable against the Local Government.

Article 3: Deliverables

3.1 Pursuant to this Interlocal Agreement, the Local Government agrees to:

3.1.1 Operate and maintain the one (1) PSAP located in **the City of Alpine, Texas** at 309 West Sul Ross Ave, Alpine Texas 79830.

3.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week.

3.1.3 Cooperate with the RPC in providing and maintaining suitable PSAP space meeting all technical requirements.

3.2 Ownership, Transference & Disposition of Equipment

3.2.1. The RPC and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).

3.2.2 The RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The RPC may maintain ownership, or it may agree to transfer ownership to the Local Government according to established policy.

3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

3.2.4 Ownership and transfer-of-ownership documents shall be prepared by the RPC and signed by both parties upon establishing ownership of any such 9-1-1 equipment in accordance with Texas Grant Management Standards (TxGMS) and the State Comptroller of Public Accounts (see attached Ownership Agreement – Attachment A).

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by the RGCOG and proof of insurance shall be provided upon request.

3.2.6 The RPC and/or the Commission shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.

3.3 Inventory

3.3.1 The RPC shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law; a physical inventory shall be conducted at least once per year by the RPC.

3.3.2 All 9-1-1 equipment shall be tagged with identification labels.

3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the RPC as soon as possible.

3.4 Security

3.4.1 The Local Government shall limit access to all 9-1-1 equipment and related data only to authorized personnel.

3.4.2 The Local Government shall not connect any external device into the 9-1-1 equipment.

3.5 Training

3.5.1 The Local Government shall notify the RPC of any new 9-1-1 call takers and schedule for applicable training as soon as possible.

3.6 Operations

The Local Government shall:

3.6.1 Designate a PSAP supervisor and provide related contact information to the RPC.

3.6.2 Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor (Carbyne at carbyne.zendesk.com) and the RPC (RGCOG's Regional Services Director, Marisa Quintanilla at 915-588-0593 or at Marisaq@riocog.org). In the event Ms. Quintanilla cannot be reached, any and all failures and maintenances issues must be immediately reported to Annette Gutierrez, RGCOG Executive Director at 915-588-1616 or at Annetteg@riocog.org.

3.6.3 Coordinate with the RPC and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment.

3.6.4 Allow 24-hour access to the 9-1-1 equipment for repair and maintenance service, as required.

3.6.5 Assist the RPC in conducting monitoring of all 9-1-1 equipment at the PSAP as identified by the RPC for quality assurance (see attached PSAP Monitoring Checklist).

3.6.6 Make no changes to the 9-1-1 equipment, software or programs without prior written consent from the RPC.

Article 4: Performance Monitoring

4.1 The RPC and the Commission reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the RPC and/or the Commission for such purposes (see attached PSAP Monitoring Checklist).

Article 5: Procurement

5.1 The RPC and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded with 9-1-1 Funds.

5.2 The RPC shall purchase supplies necessary for performance of the deliverables per this Agreement.

Article 6: Financial

6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by Commission grants of appropriated 9-1-1 Funds.

Article 7: Records

7.2 The RPC or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.

7.3 The Commission and State Auditor's Office shall have the same access and examination rights as the RPC.

Article 8: Assignment

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

Article 9: Nondiscrimination and Equal Opportunity

9.1 The RPC and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, national origin, or any other legally protected status.

Article 10: Dispute Resolution

10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.

10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.

10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies in accordance with applicable Texas law.

Article 11: Suspension for Unavailability of Funds

11.1 In the event that (i) the RPC's approved budget and/or appropriations to the Commission from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the RPC, and (iii) the RPC has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) the RPC has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate RPC's approved budget and/or

appropriations for the applicable period, then the RPC will not be obligated to reimburse the Local Government for the applicable budget year(s).

Article 12: Notice to Parties

12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.

12.2 The RPC's address is:

**Rio Grande Council of Governments
Attn: Annette Gutierrez, Executive Director
8037 Lockheed, Ste. 100
El Paso, Texas 79925**

The Local Government's address is:

**City of Alpine
Attn: Megan Antrim, City Manager
100 N 13th St.
Alpine, Texas 79830**

12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 13: Effective Date and Term

13.1 This Agreement is effective as of September 1, 2023 and shall terminate on August 31, 2025.

13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

13.3 If this Agreement is terminated for any reason, the RPC shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 14: Force Majeure

14.1 The RPC may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of

God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the RPC.

Article 15: Confidentiality

15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement to the fullest extent allowed by applicable law.

15.2 The Local Government or its duly authorized representative will notify the RPC upon receipt of any requests for information.

Article 16: Indemnification

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

Article 17: Historically Underutilized Business Requirements

17.1 The Local Government shall comply with the requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

Article 18: Miscellaneous

18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.

18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

18.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.

18.5 The following Attachments are part of this Agreement:

Attachment A	Ownership Agreement
Attachment B	Scope of Work
Attachment C	PSAP Operations Performance Measures and Monitoring
Attachment D	Commission Documents – Legislation, Rules and Program Policy Statements

18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

18.7 This Agreement is executed in duplicate originals.

Rio Grande Council of Governments

City of Alpine, Texas

By: _____	By: _____
Printed Name: Ms. Annette Gutierrez	Printed Name: Megan Antrim
Title: Executive Director	Title: City Manager
Date: _____	Date: _____

Attachment A Ownership Agreement

As stipulated in Article 3 of the Agreement, the RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The RPC hereby establishes all 9-1-1 equipment located at the City of Alpine Police Department, in Brewster County, to be the property of the Rio Grande Council of Governments, hereinafter referred to as "Owner".

Attachment B Scope of Work

This Scope of Work is a part of the Interlocal Agreement for the Provision of Emergency 9-1-1 Service for Public Safety Answering Point (PSAP) equipment between the RPC and the Local Government. The following provisions describe the responsibilities of the Local Government providing PSAP services.

The Local Government agrees to perform the following duties:

1. Allow 24-hour access to the equipment for repair and maintenance service by the maintenance provider assigned by RGCOG.
2. Protect the 9-1-1 equipment and secure the premises of its PSAP against unauthorized entrance or use.
3. Take appropriate security measures as may be necessary, to ensure that non-CSEC (Commission on State Emergency Communications) approved third-party software applications cannot be integrated into the PSAP Customer Premise Equipment or Integrated Workstations, as outlined in Rule 251.7, Guidelines for Implementing Integrated Services.
4. Adhere to Health and Safety Code, Section 771.061, Confidentiality of Information, in maintaining 9-1-1 addressing databases.
5. Notify RGCOG (Regional Services Director at 915-588-0593 or at Marisaq@riocog.org) of any new 9-1-1 call takers and schedule them for training as soon as possible.
6. Monitor the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate telco (Carbyne at carbyne.zendesk.com) and RGCOG (Regional Services Director, Marisa Quintanilla, at 915-588-0593 or at Marisaq@riocog.org). In the event Ms. Quintanilla cannot be reached, any and all failures and maintenances issues must be immediately reported to Annette Gutierrez, RGCOG Executive Director at 915-588-1616 or at Annetteg@riocog.org.
7. Maintain security of the 9-1-1 system by not connecting any external device to the 9-1-1 equipment.
8. Prevent outages to the 9-1-1 system by not plugging in any devices to dedicated 9-1-1 outlets.
9. Test all 9-1-1 equipment for proper operation and user familiarity at least once a month. Testing should include test calls placed from wireline and wireless telephones and at a minimum:
 - 9.1. Verification of receipt of the 9-1-1 caller's voice, ANI and ALI, the call is recorded and prints out;
 - 9.2. Call transfer capability;
 - 9.3. Proper handling of a TTY call and abandoned call; and
 - 9.4. Administrative line(s) can receive calls and place calls.
10. Limit access to all 9-1-1 equipment and related data to authorized personnel (public safety, telephone company, RGCOG only. Notify RGCOG of any and all requests for such data, prior to release of any 9-1-1 data.
11. Make no changes to 9-1-1 equipment, software or programs without prior written consent from RGCOG.

12. Provide a safe and healthy environment for all 9-1-1 call takers, which enhances proper use and maintenance of the 9-1-1 equipment.
13. Fully cooperate with all monitoring requests from RGCOG and/or the CSEC for the purposes of assessing and evaluating RGCOG's and the local government performance of this agreement.
14. Quarterly, assist RGCOG with monitoring of all equipment and network at the PSAP for quality assurance see **PSAP Monitoring Checklist**.
15. Contact RGCOG (Regional Services Director, Marisa Quintanilla, at 915-588-0593 or at Marisaq@riocog.org) if any supplies necessary for the continuous operation of the 9-1-1 equipment are needed.
16. Wireless phones for text use including that the phones must remain in dispatch area, must be kept charged and can only be used for testing/training purposes.

The RPC will:

1. Maintain an inventory of all equipment funded by the 9-1-1 Program.
2. Provide oversight, management, and coordination of all matters related to 9-1-1 service on behalf of the Local Government, as authorized and outlined through the Commission on State Emergency Communications.
3. Obtain and provide insurance on equipment purchased with 9-1-1 funds and kept at the Local Government offices for provisioning 9-1-1 service.
4. Coordinate and provide for all technical activities related to provisioning 9-1-1 service.
5. Comply with established operating procedures from the Commission on State Emergency Communications pertaining to 9-1-1 service.
6. Train all dispatchers on 9-1-1 equipment.

Attachment C

PSAP Operations Performance Measures and Monitoring

Reports

The RPC may request that the Local Government provide it with specialized reports which will not duplicate information readily available from vendors.

Quality Assurance Monitoring

RPC personnel will conduct site visits **four (4)** per year to evaluate the condition of equipment, efficiency of PSAP operations, and compliance with the Agreement.

In addition, quality assurance monitoring will be conducted using the attached PSAP Monitoring Checklist.

Attachment D Commission Documents

The following documents govern the funding and provisioning of 9-1-1 services by the RPC:

1. Commission Legislation: http://www.911.state.tx.us/browse.php/rules_legislation
2. Commission Rules: http://www.911.state.tx.us/browse.php/rules_legislation
3. Commission Program Policy Statements:
http://www.911.state.tx.us/browse.php/program_policy_statements

Best Practices Model Monitoring Checklist for PSAP's (RPC Name):

County Name: _____

Date: _____

PSAP Name: _____

Telephone Number: _____

PSAP Contact Person: _____

RPC 9-1-1 Coordinator: _____

Previous Findings:**1. CPE - Front Room****CPE: Leased or Owned****CPE Vendor:****CPE Maintenance Vendor:****CPE Description/Model:**

Category	Check Box if in Compliance	Findings	Comments
Lighting	<input type="checkbox"/>		
Cleanliness	<input type="checkbox"/>		
Ventilation	<input type="checkbox"/>		
Inventory tags	<input type="checkbox"/>		
Secure from general public; accessible to PSAP staff	<input type="checkbox"/>		
Redundant 9-1-1 call taking equipment functioning (PPS 031)	<input type="checkbox"/>		
ANI/ALI display (PPS 031)	<input type="checkbox"/>		
Map display, if applicable	<input type="checkbox"/>		
No unauthorized third-party software/integration (PPS 031)	<input type="checkbox"/>		
Language Line speed dial/direct dial transfer/accessibility (PPS 031)	<input type="checkbox"/>		
Language Line account number & PSAP access code visible	<input type="checkbox"/>		
Poison Control direct dial transfer (PPS 031)	<input type="checkbox"/>		
Poison Control 10-digit number displayed	<input type="checkbox"/>		
Published PSAP 10-digit emergency telephone number (PPS 031)			
RPC Contact information	<input type="checkbox"/>		

Category	Check Box if in Compliance	Findings	Comments
Wireless Phase I & II E9-1-1 level of service (PPS 031)	<input type="checkbox"/>		
Equipment repair/trouble contact information	<input type="checkbox"/>		
Make busy overflow	<input type="checkbox"/>	To: _____	
Contingency Plan (PPS 031) To: Name of PSAP/County	<input type="checkbox"/>	To: _____	
Network Testing (PPS 031)	<input type="checkbox"/>		
Maintenance trouble/trouble report logs	<input type="checkbox"/>		
Direct dial transfers & labels, if applicable	<input type="checkbox"/>		
9-1-1 ANI/ALI Discrepancy Reports	<input type="checkbox"/>		
TTY test call log (PPS 031)	<input type="checkbox"/>		
Required TTY training offered (PPS 031)	<input type="checkbox"/>		
Stand alone TTY accessible (PPS 031)	<input type="checkbox"/>		
Printer functioning - adequate paper & ribbon, if applicable	<input type="checkbox"/>		

2. CPE Backroom

Category	Check Box if in Compliance	Findings	Comments
Redundant network connections functioning (PPS 031)	<input type="checkbox"/>		
Cleanliness	<input type="checkbox"/>		
Ventilation	<input type="checkbox"/>		
Lighting	<input type="checkbox"/>		
Secure from general public; accessible to PSAP staff	<input type="checkbox"/>		
Back-up Power/UPS (PPS 031)	<input type="checkbox"/>		
Generator testing	<input type="checkbox"/>		

Category	Check Box if in Compliance	Findings	Comments
3. Recorders			
Brand/Model:			
Category	Check Box if in Compliance	Findings	Comments
Accessible	<input type="checkbox"/>		
Verify & list number of channels	<input type="checkbox"/>		
Verify & list number of channels dedicated to 9-1-1 lines	<input type="checkbox"/>		
Functioning - each 9-1-1 line being recorded (PPS 031)	<input type="checkbox"/>		
Adequate supply of storage media	<input type="checkbox"/>		

CONCLUSION OVERVIEW

10. City Council Member Comments – No discussion or action may take place.

NOTICE: The City Council reserves the right to reconvene, recess, realign, change the order of business, or adjourn into Executive Session at any time during the course of the meeting prior to adjournment, to discuss any item listed above, as authorized by 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).

NOTICE: In compliance with the Americans with Disabilities Act, the City of Alpine will provide reasonable accommodations for persons attending meetings. This facility is wheelchair accessible, and accessible parking space is available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the Office of the City Secretary at (432) 837-3301, option 1, or email city.secretary@cityofalpine.com for further information.

11. Executive Session –

Consultation with Attorney § 551.071, Texas Government Code

1. Pursuant to Texas Government Code Sec. 551.071 (Consultation with Attorney) receive legal advice related to Pending Legal Requests, Potential Claims, and City Council Legal Requests. (M. Antrim, City Manager)

12. Action – Executive Session – None.

13. Adjourn.