



CITY OF ALPINE
SPECIAL CITY COUNCIL MEETING
803 W. Holland Avenue, Alpine, Texas 79830
Tuesday, September 12, 2023 - 5:30 P.M.

Notice is hereby given that the City Council of the City of Alpine, Texas, will hold a special meeting at 5:30 P.M. on September 12, 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** –

City Mayor Report.

1. Updates - Alpine Historic Association, Alpine Community Projects, Alpine Business Association, Ambassador's Club, Zoning and Planning.
2. Code of Ordinances, Chapter 23, Article III, Section 23-8 a:

"The city council shall utilize Robert's Rules of Order as a general guideline for additional rules of parliamentary procedure without being a procedural requirement...failure to abide by, or adhere to, these rules shall not nullify or negate any action by the city council. These rules of parliamentary procedure are intended solely as a guideline."

3. City Government 101.
4. Mayor Video Series.
5. Survey of residents and their thoughts on setting the upcoming tax rate.
6. Tax rate opinion and my why.

City Attorney Report.

City Manager Report.

City Staff Update.

6. **Public Hearings** –
 1. Public Hearing to obtain citizen views and comments regarding the Fiscal Year 2023-2024 proposed tax rate of \$0.466326 per \$100 of assessed valuation for the fiscal year October 1, 2023 through September 30, 2024 for use and support of the Municipal Government of the City of Alpine, Texas.
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 August 15, 2023 Regular Meeting Minutes. (G. Calderon, City Secretary)
 2. Approval of September 5, 2023 Regular Meeting Minutes. (G. Calderon, City Secretary)

3. Approval of the appointment of William Snodgrass to Place 3 (Music Venue) position on the Music Advisory Board. (D. Nance, City Council)
4. Approval of the appointment of Manuel Martinez to the Place 2 position on the Animal Advisory Board. (C. Rodriguez, City Council)
5. Approval of hangar lease rental rate increase of \$0.01 per square foot ground lease rate at the Alpine Casparis Municipal Airport. (M. Antrim, City Manager)

8. Information or Discussion Items – None.

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 2023-09-01, a resolution of the City Council approving Appendix A: Utility Fees; Setting the rates and fees for City Utility Services for the Fiscal Year 2023-2024. (M. Antrim, City Manager)
2. Approve Resolution 2023-09-02, a resolution adopting a policy prohibiting the installation or use of TikTok on city devices or for use of that application for official city related business pursuant to Texas SB 1893. (M. Antrim, City Manager)
3. Approve the 2023-2024 Alpine Public Library Agreement. (M. Antrim, City Manager)
4. Approve the Big Bend Concrete Contract for concrete and concrete pad services, responsive to the contract awarded to Big Bend Concrete from Request for Proposal 2023-04-01. (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 – None.

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,

September 8, 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.

1. Updates - Alpine Historic Association, Alpine Community Projects, Alpine Business Association, Ambassador's Club, Zoning and Planning.
2. Code of Ordinances, Chapter 23, Article III, Section 23-8 a:

"The city council shall utilize Robert's Rules of Order as a general guideline for additional rules of parliamentary procedure without being a procedural requirement...failure to abide by, or adhere to, these rules shall not nullify or negate any action by the city council. These rules of parliamentary procedure are intended solely as a guideline."

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City Attorney Report.

City Manager Report.

City Staff Update.



**CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO
SEPTEMBER 12, 2023**

REPORTS

City Mayor Report.

1. Updates - Alpine Historic Association, Alpine Community Projects, Alpine Business Association, Ambassador's Club, Zoning and Planning.
2. Code of Ordinances, Chapter 23, Article III, Section 23-8 a:

"The city council shall utilize Robert's Rules of Order as a general guideline for additional rules of parliamentary procedure without being a procedural requirement...failure to abide by, or adhere to, these rules shall not nullify or negate any action by the city council. These rules of parliamentary procedure are intended solely as a guideline."

3. City Government 101.
4. Mayor Video Series.
5. Survey of residents and their thoughts on setting the upcoming tax rate.
6. Tax rate opinion and my why.

BACKGROUND

NONE.

SUPPORTING MATERIALS

1. Historical Tax Rate Data Chart.

STAFF RECOMMENDATION

N/A

Brewster County, City of Alpine, and Alpine ISD Property Taxes

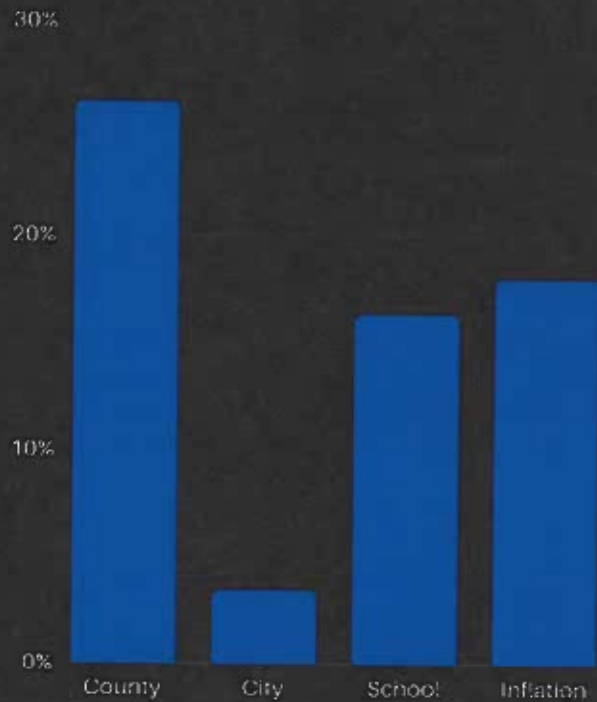
5 YEAR INCREASE FROM 2018 - 2022

PERCENT TAX INCREASE

- Brewster County - 26.25%
- City of Alpine - 3.43%
- Alpine ISD - 16.32%

INFORMATION FOUND AT

[HTTPS://COMPTROLLER.TEXAS.GOV/TAXES/PROPERTY-TAX/RATES/](https://comptroller.texas.gov/taxes/property-tax/rates/)



City of Alpine Projected Tax Rate Increases Based on Possible Tax Options

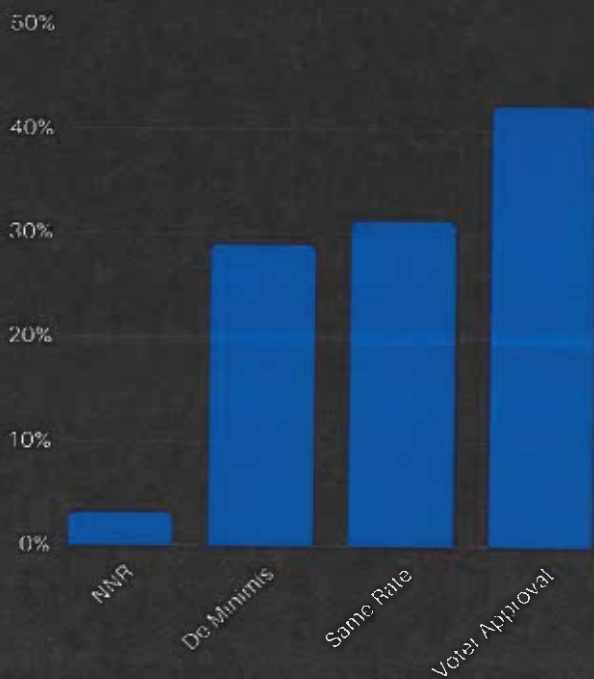
6 YEAR INCREASE FROM 2018 - 2023

PROJECTED PERCENT TAX INCREASE

- No New Revenue - 3.12%
- De Minimis Rate - 28.90%
- Same Tax Rate - 31.19%
- Voter Approval Rate - 42.27%

INFORMATION FOUND AT

[HTTPS://COMPTROLLER.TEXAS.GOV/TAXES/PROPERTY-TAX/RATES/](https://comptroller.texas.gov/taxes/property-tax/rates/)



PUBLIC HEARINGS OVERVIEW

6. Public Hearings –

1. Public Hearing to obtain citizen views and comments regarding the Fiscal Year 2023-2024 proposed tax rate of \$0.466326 per \$100 of assessed valuation for the fiscal year October 1, 2023 through September 30, 2024 for use and support of the Municipal Government of the City of Alpine, Texas.

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.
1. Approval of August 15, 2023 Regular Meeting Minutes. (G. Calderon, City Secretary)
 2. Approval of September 5, 2023 Regular Meeting Minutes. (G. Calderon, City Secretary)
 3. Approval of the appointment of William Snodgrass to Place 3 (Music Venue) position on the Music Advisory Board. (D. Nance, City Council)
 4. Approval of the appointment of Manuel Martinez to the Place 2 position on the Animal Advisory Board. (C. Rodriguez, City Council)
 5. Approval of hangar lease rental rate increase of \$0.01 per square foot ground lease rate at the Alpine Casparis Municipal Airport. (M. Antrim, City Manager)



**CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO
SEPTEMBER 12, 2023**

CONSENT AGENDA

1. Approval of August 15, 2023 Regular Meeting Minutes (G. Calderon, City Secretary)

BACKGROUND

NONE.

SUPPORTING MATERIALS

1. August 15, 2023 Regular Meeting Minutes.

STAFF RECOMMENDATION

APPROVE.

City of Alpine
Regular City Council Meeting
Tuesday, August 15, 2023
Minutes

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 Chris Rodriguez
Councilor Darin Nance
Councilor Martin Sandate
Councilor Rick Stephens

Not Present: None.

City Staff and Stakeholders Present:

Megan Antrim, City Manager
Geoffrey R. Calderon, City Secretary
Marianella Joseph, City Attorney
Darrell Losoya, Chief of Police
Andrew Devaney, Building Official
Abel Hinojos, Airport Supervisor
Jessica Boorse, Code Enforcement Officer
Riley Smith, Airport Operator

Others Present: Approximately 7 other attendees.

Mayor Eaves announced that a quorum of the City Council was present at the City Council Chambers and City Secretary, Geoffrey Calderon, reported that the meeting agenda was posted by 2:00 P.M. on August 11, 2023.

3. **Public Comments** – (limited to 3 minutes per person) – None.

4. **Presentations, Recognitions, and Proclamations** –

1. Presentation of Certificate to Ben Struthers for his two years of service to the Parks and Recreation Board. (C. Eaves, Mayor)

Mayor Eaves presented a certificate of Honor and Recognition to Ben Struthers for his two years of service to the Parks and Recreation Board.

2. Proclamation for National Aviation Day - August 19. (C. Eaves, Mayor)

Proclamation for National Aviation Day was accepted by Airport Supervisor, Abel Hinojos, Airport Operator, Riley Smith, and Councilor Rick Stephens.

3. Building and Code Staff Appreciation Day - September 1. (C. Eaves, Mayor)

Proclamation for Building and Code Staff Appreciation Day was accepted by Building Official, Andrew Devaney, and Code Enforcement Officer, Jessica Boorse.

5. **Reports** – Copies of presentations displayed during the meeting are posted on the City website at www.cityofalpine.com/reports –

City Mayor Report.

Minutes: 08-15-2023

Approved: 09-12-2023

City Attorney Report.

City Manager Report.

City Staff Updates.

6. Public Hearings –

Open (5:41 P.M.)

1. Public Hearing to obtain citizen views and comments regarding Special Use Permit 2023-08-02, a Short term Rental Special Use Permit allowing a short term rental to be established at 602 N. Cockrell St. The property owner of record is Carter McDonald. The Parcel ID of the subject property is 11000.

Public Comments: Carl Fleming, Ward 5.

2. Public Hearing to obtain citizen views and comments regarding Special Use Permit 2023-08-03, a Short term Rental Special Use Permit allowing a short term rental to be established at 405 W Ave E. The property owner of record is David and Laurie Oyer. The Parcel ID of the subject property is 11881.

Public Comments: None.

3. Public Hearing to obtain citizen views and comments regarding Special Use Permit 2023-08-04, a Short term Rental Special Use Permit allowing a short term rental to be established at 203 W. Lockhart Ave. The property owner of record is Nan Hatty Edwards. The Parcel ID of the subject property is 11992.

Public Comments: None.

4. Public Hearing to obtain citizen views and comments regarding the first reading of Ordinance 2023-08-01, an ordinance making appropriations for the support of the City of Alpine, Texas for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024; Appropriating money to a sinking fund to pay interest and principal on the City's indebtedness; Adopting the annual budget of the City of Alpine, Texas for the Fiscal Year 2023-2024.

Public Comments: None.

Close (5:48 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.) –

1. Approval of August 1, 2023 Regular Meeting Minutes. (G. Calderon, City Secretary)
2. Approval of the Fiscal Year 2023-2024 City Meeting Calendar. (G. Calderon, City Secretary)

Minutes: 08-15-2023

Approved: 09-12-2023

3. Approval of Special Use Permit 2023-08-02, a Short term Rental Special Use Permit allowing a short term rental to be established at 602 N. Cockrell St. The property owner of record is Carter McDonald. The Parcel ID of the subject property is 11000. (G. Calderon, City Secretary)
4. Approval of Special Use Permit 2023-08-03, a Short term Rental Special Use Permit allowing a short term rental to be established at 405 W Ave E. The property owner of record is David and Laurie Oyer. The Parcel ID of the subject property is 11881. (G. Calderon, City Secretary)
5. Approval of Special Use Permit 2023-08-04, a Short term Rental Special Use Permit allowing a short term rental to be established at 203 W. Lockhart Ave. The property owner of record is Nan Hatty Edwards. The Parcel ID of the subject property is 11992. (G. Calderon, City Secretary)
6. Approval of Bojorquez Law Firm July 2023 Invoice. (M. Antrim, City Manager)

Item no. 3 & item no. 5 were removed from the normal sequence of the consent agenda for individual consideration by Councilor Stephens.

RESOLUTION 2023-08-20: On a motion by Councilor Stephens and seconded by Councilor Rodriguez to approve items 1, 2, 4, and 6, the City Council unanimously voted to adopt the motion.

RESOLUTION 2023-08-21: On a motion by Councilor Stephens and seconded by Councilor Stokes to approve item no. 3, the City Council unanimously voted to adopt the motion.

RESOLUTION 2023-08-22: On a motion by Councilor Stephens and seconded by Councilor Rodriguez to approve item no. 5, the City Council unanimously voted to adopt the motion.

8. Information or Discussion items –

1. Presentation by Collin Bibb regarding the Big Bend Hotel Portfolio including the Holland Hotel and the Maverick. (C. Eaves, Mayor)
2. Potential policy for City Donations for Nonprofits. (C. Eaves, Mayor)
3. Discussion on Fiscal Year 2023-2024 Property Tax Rate. (M. Antrim, City Manager)
4. Discuss and set dates for the 4 Workshops agreed to at the August 1st City Council meeting. (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 are limited to 10 per meeting.) –

1. Approve the first reading of Ordinance 2023-08-01, an ordinance making appropriations for the support of the City of Alpine, Texas for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024; Appropriating money to a sinking fund to pay interest and principal on the City's indebtedness; Adopting the annual budget of the City of Alpine, Texas for the Fiscal Year 2023-2024. (M. Antrim, City Manager)

RESOLUTION 2023-08-23: On a motion by Councilor Rodriguez and seconded by Councilor Sandate to approve, the City Council unanimously voted to adopt the motion.

2. Approve Resolution 2023-08-18, a resolution approving live music permitting fees in accordance with Chapter 26 - Civic and Cultural Affairs, Article III - Noise to the Alpine Code of Ordinances. (M. Antrim, City Manager)

RESOLUTION 2023-08-24: On a motion by Councilor Stokes and seconded by Councilor Nance to approve, the City Council unanimously voted to adopt the motion.

3. Approve Resolution 2023-08-19, a resolution authorizing the Alpine Police Department to participate in the Office of the Governor, Public Safety Office, Homeland Security Grants Program, Local Border Security Program (LBSP) for Fiscal Year 2024. (M. Antrim, City Manager)

RESOLUTION 2023-08-25: On a motion by Councilor Stephens and seconded by Councilor Sandate to approve, the City Council unanimously voted to adopt the motion.

RESOLUTION 2023-08-26: Councilor Stephens moved to amend the original motion to amend the grant number to 4385502. Councilor Stokes seconded the motion. The City Council unanimously voted to adopt the amendment to the motion. The City Council subsequently voted to adopt the original motion as amended.

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).

11. Executive Session – None.

12. Action – Executive Session – None.

13. Adjourn. (7:03 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 August 11, 2023, and remained so posted for at least 72 hours preceding the scheduled time of the said meeting.

Minutes: 08-15-2023

Approved: 09-12-2023

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 August 11, 2023, and remained so posted for at least 72 hours preceding the scheduled time of the said meeting.

Geoffrey R. Calderon, City Secretary



CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO
SEPTEMBER 12, 2023

CONSENT AGENDA

2. Approval of September 5, 2023 Regular Meeting Minutes (G. Calderon, City Secretary)

BACKGROUND

NONE.

SUPPORTING MATERIALS

1. September 5, 2023 Regular Meeting Minutes.

STAFF RECOMMENDATION

APPROVE.

City of Alpine
Regular City Council Meeting
Tuesday, September 5, 2023
Minutes

On September 5, 2023, the City of Alpine announced that the September 5, 2023 Regular City Council meeting was cancelled due to lack of a quorum of council members being able to be physically present at the meeting. In lieu of the cancellation, a special meeting was called by the Mayor to be held on September 12, 2023.

APPROVED:

ATTEST:

Catherine Eaves, Mayor

Geoffrey R. Calderon, City Secretary

CERTIFICATION

I, Geoffrey R. Calderon, hereby certify that this notice 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 September 1, 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



**CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO
SEPTEMBER 12, 2023**

CONSENT AGENDA

3. Approval of the appointment of William Snodgrass to Place 3 (Music Venue) position on the Music Advisory Board. (D. Nance, City Council)

BACKGROUND

NONE.

SUPPORTING MATERIALS

1. Boards Commissions Application/ Questionnaire.

STAFF RECOMMENDATION

APPROVE.



RECEIVED
City of Alpine, Texas

AUG 21 2023

OFFICE OF THE CITY SECRETARY

BY: [Signature]

BOARDS, COMMISSIONS, & COMMITTEES QUESTIONNAIRE

Name: WILLIAM SNODGRASS

Street Address: 1990 CABELL DRIVE

City, State & Zip: ALPINE, TX 79830

Phone Number: _____

E-Mail: _____

Occupation: SMALL BUSINESS OWNER

Are you a resident of Alpine, Texas?: YES

How long have you been a resident of, or been involved with, Alpine?: 7 YEARS

Are you a qualified (registered) voter of Brewster County?: YES

Are you a qualified (registered) voter of the City of Alpine?: YES

The Board, Commission, or Committee ("Board") that you have interest in serving:

MUSIC ADVISORY

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

I AM A LIFELONG TEXAN, BORN AND RAISED IN LUBBOCK, TX.

I RECEIVED A BACHELOR'S DEGREE AT TEXASTECH, AND RELOCATED

TO FORT WORTH, TX WHERE I RESIDED FOR FIVE YEARS. I THEN

RELOCATED TO AUSTIN, TX WHERE I LIVED FOR SEVENTEEN YEARS.

MY WIFE, LAURA. AND I MOVED TO ALPINE IN 2016. AFTER RETIRING FROM
A 24 YEAR CAREER IN THE UNITED STATES GOVERNMENT, MY WIFE & I OPENED
FAR WEST GUITARS IN DOWNTOWN ALPINE IN A DELIBERATE EFFORT TO
ENHANCE THE CREATIVE MUSICAL CULTURE IN ALPINE. FAR WEST GUITARS
IS A RETAIL MUSICAL INSTRUMENT STORE AS WELL AS A LIVE
MUSIC VENUE.

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

I WISH TO SERVE ON ALPINE'S MUSIC ADVISORY BOARD AS I HAVE EXPERIENCED
HOW IMPACTFUL A ROBUST & CREATIVE MUSICAL CULTURE SIGNIFICANTLY
AFFECTS THE LOCAL POPULATION AS WELL AS W/ VISITING GUESTS. CULTURAL
MAINTENANCE & GROWTH SHOULD NEVER BE DISREGARDED OR TAKEN FOR
GRANTED. THAT SAID, I WOULD VERY MUCH LIKE TO CONTRIBUTE.

Do you currently, or have you in the past, served the City of Alpine?: Yes: _____ No: ☒

If yes, in what capacity?: N/A

If Yes, how long did you serve? Please provide date ranges if possible:

N/A

Do you receive any compensation from the City of Alpine or are there any potential
conflicts of interest if you serve the City of Alpine? Yes: _____ No: ☒

If yes, please explain: N/A

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

Signature: 

Date: 8-17-2023

Please contact the Office of the City Secretary or your Council Representative with any questions.



CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO
SEPTEMBER 12, 2023

CONSENT AGENDA

4. Approval of the appointment of Manuel Martinez to the Place 2 position on the Animal Advisory Board. (C. Rodriguez, City Council)

BACKGROUND

NONE.

SUPPORTING MATERIALS

1. Boards & Commissions Application/ Questionnaire.

STAFF RECOMMENDATION

APPROVE.

ADMINISTRATION: BOARDS & COMMISSION APPLICATION



Submitted by: Manuel Martinez

Submitted On: 2023-08-30 20:45:18

Submission IP: (199.115.210.9)

proxy-IP (raw-IP)

Status: Open

Priority: Normal

Assigned To: Geo Calderon

Due Date: Open

RECEIVED
City of Alpine, Texas

AUG 30 2023 3:45pm

OFFICE OF THE CITY SECRETARY

BY:



CITY OF ALPINE ADVISORY BOARDS & COMMISSIONS QUESTIONNAIRE

Qualities that make a great board member:

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

What the City should provide to board members:

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

Board Chairperson:

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

* **First Name**

Manuel

* **Last Name**

Martinez

* **Street Address**

* City

Alpine TX

* State

TX

* Zip

79830

* Email Address

* Phone

* Occupation

Tech Support at Sul Ross

* Are you a resident of Alpine, Texas?

☒ Yes

☐ No

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

5

* Are you a qualified (registered) voter of Brewster County?

☒ Yes

☐ No

* Are you a qualified (registered) voter of the City of Alpine?

☒ Yes

☐ No

* Board, Commission, or Committee ("Board") that you have interest in serving on:

Any (please do let me know what is open, and where I can be used for.

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

I graduated from Sul ross with a general studies degree, I am certified in Mental Health and first aid. I was apart of the lions and Kiwanis club for a little bit, I currently serve as the Grand Knight for the knights of Columbus, and I am a member of the Catholic funeral meal ministry. I volunteer for lots of youth sports as a coach, and I have been working at Sul Ross for 3 years.

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

I wish to serve the City of Alpine as a board member because I believe that our actions speak louder than words and volunteering people will be inspired by us and hopefully, they will do it better.

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

☐ Yes

☒ No

If yes, in what capacity?

How long?

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

☐ Yes

☒ No

If yes, please explain:

Upload a File (Optional)

No file chosen

Upload a File (Optional)

No file chosen

Upload a File (Optional)

No file chosen

Upload a File (Optional)

No file chosen

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

* **Electronic Signature**

Manuel Martinez

* **Date**

11/30/1999

Format: MM/DD/YYYY

* **I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.**

☒ **Option 1**



CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO
SEPTEMBER 12, 2023

CONSENT AGENDA

5. Approval of hangar lease rental rate increase of \$0.01 per square foot ground lease rate at the Alpine Casparis Municipal Airport. (M. Antrim, City Manager)

BACKGROUND

- The City has 42 ground leases at the Alpine Casparis Municipal Airport
 - 15 – annual rate change through the Consumer Price Index
 - 26 – annual increase approved by the City Council
 - 1- CBP lease - set annual rate per lease agreement
- Older lease holders provided the opportunity to switch to current (2014) lease, invoicing them annually based on the Consumer Price Index.
- Under the older leases the City is required to provide notification annually of the intent to raise ground lease rates, as approved by the City Council.
- Notifications are provided (dependent on Council approval of increase) each year in October.
- FY 2023-2024 recommendation is to raise ground lease rates by \$0.01 (\$0.18 to \$0.19) per square foot.

SUPPORTING MATERIALS

1. Copy of lease allowing rate increase (not to exceed \$0.40)

STAFF RECOMMENDATION

APPROVE.

promptly removed upon completion of construction. In no case shall City have jurisdiction over Lessee's property stored in or upon Leased Premises.

5. Waste. Lessee shall not commit or permit any waste to the Leased Premises and shall not, without prior approval of City, dig any holes, remove any materials, or materially change the surface elevation of the Leased Premises.
6. Premises Condition. Lessee shall maintain the premises and structure in a neat, clean, presentable, safe and visually pleasing condition. Lessee shall make minor repairs and conduct maintenance on the Leased Premises that become necessary by reason of normal wear and tear. As directed by City, Lessee shall make major repairs and conduct major maintenance essential to keep Leased Premises within safe parameters and to be in compliance with City codes. It is the duty of City to notify Lessee of codes affecting Lessee.
7. Inspection. Lessee shall operate the Leased Premises for the use and purposes for which the same is let. Insofar as may be reasonable and practicable, Lessee shall at all times comply with all laws, rules, regulations, ordinances of City or of any other governmental authority having jurisdiction over the Leased Premises and/or Lessee's activity. Lessee shall not knowingly or intentionally permit any unlawful or illegal use of the Leased Premises. City shall have the right to inspect the premises to ensure compliance. However, City must give Lessee reasonable notice of such inspection and invite Lessee (at Lessee's option) to attend such inspection. City shall have the right to direct Lessee to take any and all action to comply with this provision, at the sole expense of Lessee.
8. Interference. Lessee shall not use the Leased Premises or any part thereof or any part of the Airport property in any manner that will interfere or conflict with the use and enjoyment of the airport property by authorized users thereof or other lessees of hangar or apron space.
9. Rent. As consideration for the lease contained herein Lessee agrees to pay to City, in advance, the sum of \$.10 per square foot, per year of space leased based upon the measurements provided by the taxing appraisal district for the City of Alpine and Brewster County, Texas. City shall bill Lessee annually. Rent is due annually on January 1. If this lease should commence on a date other than January 1 or terminate on a date other than the last day of a calendar year, percentage rental for such fractional part of the calendar year following the commencement date or preceding the termination date shall be paid at the corresponding rental rate. City at its option shall have the right to increase the rental rate per square foot \$.01 per year. The maximum rental rate per square foot shall be \$.40. City shall give Lessee sixty (60) days written notice of its intent to increase the rental rate.
10. Delinquency. Lessee agrees that any unpaid rent is delinquent on January 31, at which time the rental rate per square foot shall be increased twenty-five percent (25%). Lessee shall have until March 1 to pay all delinquent rent. In the event any rental is not received by March 1, it is agreed that Lessee is in breach of Lease Agreement.
11. Cure, Breach and Default. City shall give Lessee thirty (30) days written notice to cure a breach by Lessee of any conditions, covenants or agreements contained herein. Such notice must specifically define the alleged breach and requirements of Lessee to remedy such breach. In the event the alleged breach cannot be cured within (30) days, then Lessee shall be required to immediately institute actions required to cure such breach and continue such actions within a reasonable time. In the event of default which is not cured, City may declare the Lease Agreement forfeited and lease the Leased Premises and any structure thereon to another lessee from month-to-month or until Lessee has cured such default to the satisfaction of City. City may

INFORMATION OR DISCUSSION OVERVIEW

8. Information or Discussion Items – 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 2023-09-01, a resolution of the City Council approving Appendix A: Utility Fees; Setting the rates and fees for City Utility Services for the Fiscal Year 2023-2024. (M. Antrim, City Manager)
2. Approve Resolution 2023-09-02, a resolution adopting a policy prohibiting the installation or use of TikTok on city devices or for use of that application for official city related business pursuant to Texas SB 1893. (M. Antrim, City Manager)
3. Approve the 2023-2024 Alpine Public Library Agreement. (M. Antrim, City Manager)
4. Approve the Big Bend Concrete Contract for concrete and concrete pad services, responsive to the contract awarded to Big Bend Concrete from Request for Proposal 2023-04-01. (M. Antrim, City Manager)



CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO
SEPTEMBER 12, 2023

To: Honorable Mayor and City Council
Agenda Item: Action Item 1 – Resolution 2023-09-01
Agenda Sponsor: M. Antrim, City Manager
Memo Submitted By: G. Calderon, City Secretary

SYNOPSIS

Approve Resolution 2023-09-01, a resolution of the City Council approving Appendix A: Utility Fees; Setting the rates and fees for City Utility Services for the Fiscal Year 2023-2024. (M. Antrim, City Manager)

BACKGROUND

- Ordinance 2021-01-02 and Ordinance 2021-04-04 established an updated utilities fee structure which provides that the City Council set utilities fees by annual City Council resolution.
- The City Manager and Utilities Department Heads are recommending no changes to the fee structure for the upcoming fiscal year.
- This resolution supersedes Resolution 2022-09-01.

SUPPORTING MATERIALS

1. Resolution 2023-09-01.

STAFF RECOMMENDATION

APPROVE: City Staff supports approval of this resolution.

City Manager
City Secretary
Interim Director of Utilities
Director of Gas Utility

Megan Antrim
Geoffrey Calderon
Andrew Devaney
Randy Guzman

STATE OF TEXAS

CITY OF ALPINE

COUNTY OF BREWSTER

RESOLUTION 2023-09-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS
AMENDING APPENDIX A: UTILITY FEES; SETTING THE RATES AND FEES FOR
CITY UTILITY SERVICES FOR THE FISCAL YEAR 2023-2024.**

WHEREAS, the City Council of the City of Alpine has cause in its legislative pursuit to modify systems, processes, and fees that enhance the City's mission of providing quality service to the citizens of Alpine; and

WHEREAS, the City Council passed ordinance 2021-04-04 which established a streamlined fee structure that improved the readability of utility fees and basic account charges; and

WHEREAS, pursuant to Ordinance 2021-04-04, the City Council shall pass an annual resolution updating the fee schedule in the utilities appendix; and

WHEREAS, with Fiscal Year 2023-2024 quickly approaching, the City Council has determined that the same utility rates and fees should be implemented as Fiscal Year 2022-2023.

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

SECTION I. All of the premises attached in the form hereto described as Exhibit "A" are hereby found to be true and correct findings of the City Council of the City of Alpine.

SECTION II. The City Manager is hereby directed to implement the updated Utility Fees.

SECTION III. This resolution is effective October 1, 2023.

PASSED, APPROVED, AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL ON THIS THE 12th DAY OF SEPTEMBER 2023 BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.

Catherine Eaves, Mayor

ATTEST:

Geoffrey R. Calderon, City Secretary

EXHIBIT "A"

APPENDIX A: UTILITIES FEES			
SECTION	DESCRIPTION	CODE SECTION	FEE
I.	Franchise Application	Sec. 98-2	
	Franchise Application Fee		\$250.00
	Security Deposit Fees	Sec. 98-4	
	Residential water, sewer, and sanitation		\$200.00
	Small Commercial water, sewer, and sanitation		\$250.00
	Laundromats, recreational vehicle parks, washaterias, and any small business franchise		\$500.00
	Housing units, industrial and/or agricultural users, motels, and concrete plants		\$1,500.00
II.	Water and Sewer Extensions	Sec. 98-49	
	1" or less Water extension of front footage, per linear foot		\$30.00
	Greater than 1" water extension of front footage, per linear foot		At Cost
	Water extension of front footage, per linear foot outside CCR		At Cost
	4" Sewer extension of front footage, per linear foot		\$35.00
	Greater than 4" sewer extension of front footage, per linear foot		At Cost
	Sewer extension of front footage outside CCR		At Cost
	Water Taps and Meter Settings	Sec. 98-49	
	¾ inch tap		\$1,325.00
	1 inch tap		\$1,620.00
	1½ inch tap		\$2,025 or AT COST
	2 inch tap		\$2,700 or AT COST
	Greater than 2 inch tap		AT COST + \$60/hour of labor and \$100/hour for Equipment

	Water tap Impact fee		\$500.00 / Each street cut required
	Residential 4 inch sewer tap		\$1,620.00
	All other sewer taps		AT COST + \$60/hour of labor and \$100/hour for Equipment
	Sewer tap Impact fee		\$500.00 / Each street cut required
III.	Meter and Cutoff	Sec. 98-82	
	5/8 - inch meter		\$110.00
	3/4 - inch meter		\$110.00
	(a) Minimum charges for metered accounts - Residential Rates	Sec. 98-93	
	¾-inch		\$8.00
	1-inch		\$11.00
	1½-inch		\$16.00
	2-inch		\$20.00
	Minimum charges for metered accounts - Commercial and Sul Ross State University Rates	Sec. 98-93 (a)	
	¾-inch		\$9.00
	1-inch		\$12.00
	1½-inch		\$17.00
	2-inch		\$21.00
	3-inch		\$34.00
	4-inch		\$43.00
	6-inch		\$58.00
	8-inch		\$69.00
	(b) Residential and Commercial water rates per meter	Sec. 98-93 (b)	
	Minimum for the first 2,000 gallons		\$8.57
	For every 1,000 gallons over 2,000 gallons		\$3.30
	For every 1,000 gallons over 5,000 gallons		\$3.35
	For every 1,000 gallons over 12,000 gallons		\$3.40

	For every 1,000 gallons over 25,000 gallons		\$3.50
	For every 1,000 gallons over 100,000 gallons		\$3.60
	(c) Bulk water rates	Sec. 98-93 (c)	
	For first 1,000 gallons		\$50.00
	For the next 1,000 gallons and thereafter/per 1,000		\$45.00
	Effluent bulk water		
IV.	Delinquency	Sec. 98-86	
	Disconnect Fee		\$35.00
	Reconnect Fee		\$35.00
	Meter re-read after 1st re-read within 1 year of service		\$25.00
	Vacation fee on		\$25.00
	Vacation fee off		\$25.00
	Meter testing fee		At Cost
	Faulted Meters		Expense of the City
	Non-Faulted meters		Expense of the customer at cost
	Tampering Fee	Sec. 98-89	\$150.00 + Damages, any additional cost to fix, gas usage, and possible criminal charges
V.	(a) Sewer rates	Sec. 98-123	
	(1) Residential flat rate		\$15.50
	(2) Commercial		
	Minimum rates for the first 4,000 gallons on the average water consumption of the previous 12 months		\$14.55
	Minimum rates for every 1,000 gallons over 4,000		\$2.78
	Camera Fee		\$75.00
	Liquid sewage wastes fees	Sec. 98-196	
	0 to 300 gallons		\$50.00
	Spillage cleanup fee		\$100.00

VI.	Gas rates, deposits, and penalties	Sec. 98-333	
	(a) Gas rates		
	Gas rates are set by City Council via Contract with Natural Gas Vendor		
	To Determine the Spot Rate: Cost of gas 5% allowance for losses, Contracted Rate \times 1.05 = Amount		
	Plus cost of service, City of Alpine		\$10.00
	-		
	Excess flow valve (EFV) in gas distribution systems: Effective June 20, 2017	Sec. 98-333	
	Poly Services		\$250.00
	Steel Services		\$750.00
	(b) Deposits	Sec. 98-333	
	Residential deposits		\$200.00
	Small commercial to include but not be limited to grocery stores, shops, storages, automatic laundry, automobile parking lots, bakery, bank, barber and beauty shops, billiard or pool hall, cafeteria, clinic, cleaning and pressing shops, drug store, filling station, florists shop, ice retail distributing, mortuaries, picture theater, office, radio repair and sales, real estate office, restaurants, taverns, radio studio, shoe repair, stores and shops for the sale of products at retail, stores and shops for custom work or the making of articles to be sold at retail on the premises, and studios (art, music, photo, etc.)		\$250.00
	Laundromats, recreational vehicle parks, washaterias and any small business franchise		\$500.00
	Housing units, industrial and/or agricultural users, motels and concrete plants		\$1,500.00

	(c) Penalties, disconnect, reconnect, and other miscellaneous service fees	Sec. 98-333	
	Meter re-read after first re-read within one year of service		\$25.00
	Vacation fee on		\$25.00
	Vacation off		\$25.00
	Customers with 500 MCF'S and over shall receive a \$3.00 per MMBTU discount.		
	Disconnect Fee		\$35.00
	Reconnect Fee		\$35.00
	Late Fee		%5 of Gas Billed
	Meter Guard Fee		\$200.00
	Tampering fee	Sec. 98-334	\$150.00 + Damages, any additional cost to fix, gas usage, and possible criminal charges
	Emergency Shut Off Valves - Customer Side		\$25.00 (If Gas Department Installs)
	Gas tap fees	Sec. 98-335	
	Retirement of gas tap		\$375.00
	1" gas tap		\$1,000.00
	Retirement of gas tap & relocate		\$1,375.00
	Over 1" gas tap		At Cost
	Main Extensions		\$10.00 per linear foot
	Gas tap Impact fee...\$500.00 each cut required		\$500.00 each cut required
VII.	Garbage		
	Garbage rates are set by City Council via Contract with Disposal Company		
	Garbage Permit Deposit		\$200.00



CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO
SEPTEMBER 12, 2023

To: Honorable Mayor and City Council
Agenda Item: Action Item 2 – Resolution 2023-09-02
Agenda Sponsor: M. Antrim, City Manager

SYNOPSIS

Approve Resolution 2023-09-02, a resolution adopting a policy prohibiting the installation or use of TikTok on City devices or for use of that application for official City related business pursuant to Texas SB 1893. (M. Antrim, City Manager)

BACKGROUND

- Effective September 1, 2023 – Senate Bill 1893 prohibits the use of certain social media applications and services on devices owned or leased by governmental agencies; including state, municipal, county, or special purpose districts.
- TikTok is included in the list of prohibited media applications, as well as several others.
- This list is maintained and updated by the Department of Information Resources (DIR) and the Texas Department of Public Safety (DPS).
- The City is working with our network provider and cell phone providers to ensure all State recommended sites be blocked from access on our network and cell phones.

SUPPORTING MATERIALS

1. Resolution 2023-09-02.

STAFF RECOMMENDATION

APPROVE

"Exhibit A"



Prohibited Technologies Security Policy

Date: September 12, 2023

Version: 1.0

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1.0 INTRODUCTION

1.1 PURPOSE

Effective September 1, 2023, Texas S.B. 1983 prohibits the use of certain social media applications and services on devices owned or leased by governmental entities; including state, municipal, county, or special purpose districts.

In addition to TikTok, the City of Alpine may add other software and hardware products with security concerns to this policy and will be required to remove prohibited technologies which are on the Department of Information Resources (DIR) prohibited technology list. Throughout this Policy, "Prohibited Technologies" shall refer to TikTok and any additional hardware or software products added to this Policy.

1.2 SCOPE

This policy applies to all City of Alpine full and part-time employees including contractors, paid or unpaid interns, and users of City networks. All City of Alpine employees are responsible for complying with the terms and conditions of this policy.

2.0 POLICY

2.1 CITY-OWNED DEVICES

Except where approved exceptions apply (as outlined in Section 4.0), the use or download of prohibited applications or websites is prohibited on all city-owned devices, including cell phones, tablets, desktop and laptop computers, and other internet capable devices.

The City of Alpine must identify, track, and control city-owned devices to prohibit the installation of or access to all prohibited applications. This includes the various prohibited applications for mobile, desktop, or other internet capable devices.

The City of Alpine must manage all city-issued mobile devices by implementing the security controls listed below:

- a. Restrict access to “app stores” or non-authorized software repositories to prevent the install of unauthorized applications.
- b. Maintain the ability to remotely wipe non-compliant or compromised mobile devices.
- c. Maintain the ability to remotely uninstall un-authorized software from mobile devices.
- d. Deploy secure baseline configurations, for mobile devices, as determined by the City of Alpine.

2.2 PERSONAL DEVICES USED FOR CITY BUSINESS

Employees and contractors may not install or operate prohibited applications or technologies on any personal device that is used to conduct state business. City business includes accessing any city owned data, applications, email accounts, non-public facing communications, city email, VoIP, SMS, video conferencing, and any other city databases or applications.

If an employee or contractor has a justifiable need to allow the use of personal devices to conduct city business, they may request that their device be exempt and notice provided to the City.

2.3 IDENTIFICATION OF SENSITIVE LOCATIONS

Sensitive locations must be identified, cataloged, and labeled by the agency. A sensitive location is any location, physical, or logical (such as video conferencing, or electronic meeting rooms) that is used to discuss confidential or sensitive information, including information technology configurations, criminal justice information, financial data, personally identifiable data, sensitive personal information, or any data protected by federal or state law.

Unauthorized devices such as personal cell phones, tablets, or laptops may not enter sensitive locations, which includes any electronic meeting labeled as a sensitive location.

Visitors granted access to secure locations are subject to the same limitations as contractors and employees on unauthorized personal devices when entering secure locations.

2.4 NETWORK RESTRICTIONS

The City will block access to prohibited technologies on the city network. To ensure multiple layers of protection, the City of Alpine will also implement additional network-based restrictions to include:

- a. Configure agency firewalls to block access to statewide prohibited services on all agency technology infrastructures, including local networks, WAN, and VPN connections.
- b. Prohibit personal devices with prohibited technologies installed from connecting to agency or state technology infrastructure or city/state data.
- c. Provide a separate network for access to prohibited technologies with the approval of the executive head of the agency.

2.5 ONGOING AND EMERGING TECHNOLOGY THREATS

To provide protection against ongoing and emerging technological threats to the City's sensitive information and critical infrastructure, the City will regularly monitor and evaluate additional technologies posing concerns for inclusion in this policy based on recommendations from the Department of Public Service (DPS) and the Department of Information Resources (DIR).

The Department of Information Resources hosts a site that lists all prohibited technologies including apps, software, hardware, or technology providers. The prohibited technologies list current as of September 1, 2023, can be found at Addendum A. New technologies will be added to the list after consultation between DIR and DPS.

The City of Alpine will implement the removal and prohibition of any listed technology. The City of Alpine may prohibit technology threats in addition to those identified by DIR and DPS.

3.0 POLICY COMPLIANCE

All employees shall sign a document annually confirming their understanding of this policy.

Compliance with this policy will be verified through various methods, including but not limited to, IT/security system reports and feedback to agency leadership.

An employee found to have violated this policy may be subject to disciplinary action, including termination of employment.

4.0 EXCEPTIONS

Exceptions to the ban on prohibited technologies may only be approved by the executive head of the City of Alpine. This authority may not be delegated. All approved exceptions to the TikTok prohibition or other prohibited technology must be recorded.

Exceptions to the policy will only be considered when the use of prohibited technologies is required for a specific business need, such as enabling criminal or civil investigations or for sharing of information to the public during an emergency. For personal devices used for city business, exceptions should be limited to extenuating circumstances and only granted for a pre-defined period of time. To the extent practicable, exception-based use should only be performed on devices that are not used for other state business and on non-state networks. Cameras and microphones should be disabled on devices for exception-based use.

5.0 VERSION HISTORY

This table summarizes the major edits, i.e., edits affecting transition points, process changes, system changes, and/or role changes.

Version	Date	Responsible	Revision Summary
1.0	September 12, 2023	City Manager	Document Creation

ADDENDUM A

The up-to-date list of prohibited technologies is published at <https://dir.texas.gov/information-security/prohibited-technologies>. The following list is current as of September 1, 2023.

Prohibited Software/Applications/Developers

- TikTok
- Kaspersky
- ByteDance Ltd.
- Tencent Holdings Ltd.
- Alipay
- CamScanner
- QQ Wallet
- SHAREit
- VMate
- WeChat
- WeChat Pay
- WPS Office
- Any subsidiary or affiliate an entity listed above.

Prohibited Hardware/Equipment/Manufacturers

- Huawei Technologies Company
- ZTE Corporation
- Hangzhou Hikvision Digital Technology Company
- Dahua Technology Company
- SZ DJI Technology Company
- Hytera Communications Corporation
- Any subsidiary or affiliate an entity listed above.



CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO
SEPTEMBER 12, 2023

To: Honorable Mayor and City Council
Agenda Item: Action Item 3 – Alpine Public Library Contract
Agenda Sponsor: M. Antrim, City Manager

SYNOPSIS

Approve the 2023-2024 Alpine Public Library Agreement. (M. Antrim, City Manager)

BACKGROUND

- The City of Alpine has supported the Alpine Public Library for over 20 years.
- 2023-2024 Agreement reflects a \$5,000 increase from prior years, for a total annual contribution of \$45,000 to the Alpine Public Library.
- The agreement is renewed annual.
- The Alpine Public Library continues to provide a valuable service to the residents of Alpine.

SUPPORTING MATERIALS

1. 2023 – 2024 Alpine Public Library Contract.

STAFF RECOMMENDATION

APPROVE

STATE OF TEXAS

CITY OF ALPINE

COUNTY OF BREWSTER

AGREEMENT FOR PUBLIC LIBRARY SERVICES

WHEREAS, the Alpine Public Library Association and the City of Alpine seek to promote the goal of development of the Library, and expand and enrich the services provided to its patrons; and

WHEREAS, Alpine Public Library Association is a non-profit organization designed to support the Alpine Public Library by funding new equipment, supplies, public programs, and special projects that are not covered by other funding sources; and

WHEREAS, the Alpine Public Library Association seeks to further that support into this Agreement establishing the rights and obligations of both parties as it pertains to use of Library facilities, materials, space, and supportive services.

NOW, THEREFORE, for and in consideration of the mutual benefits and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- The City of Alpine, Texas contracts with the Alpine Public Library Association, for the services of a Public Library. The Library Association will provide citizens of Alpine access to books and media standards to those of small city libraries in Texas. Library activities, accomplishments, and goals are attached as "Exhibit A."
- The City of Alpine will pay the Alpine Public Library a fee of \$45,000 annually, distributed through 12 months beginning October 1, 2023, through September 30, 2024. This contract will be renewable each year in the month of September.
- Notice under this Agreement shall be provided to the following addresses:

City of Alpine	Alpine Public Library Association
City Manager	c/o Alpine Public Library
100 N. 13th Street	805 W. Avenue E.
Alpine, Texas 79830	Alpine, Texas 79830
- This agreement shall be effective upon its execution.

EXECUTED THIS 12th DAY OF SEPTEMBER 2023.

CITY OF ALPINE, TEXAS
A Texas Municipal Corporation

ALPINE PUBLIC LIBRARY ASSOCIATION
A Non-Profit Organization

Megan Antrim, City Manager

Don Wetterauer, Executive Director

“Exhibit A”

Alpine Public Library
FY 2023-2024 Library Activities/Goals
Prepared for the City of Alpine
August 2023

Mission: The Alpine Public Library works to build community, encourage literacy, and promote lifelong learning. We endeavor to create and maintain a welcoming facility with relevant and enriching resources that connect our diverse and geographically remote area to the world.

Vision: The Alpine Public Library envisions a future in which individuals and families are engaged, lifelong learners.

APL will:

1. Provide traditional library collections to the residents of Alpine and Brewster County including books, periodicals, DVD's, audio books, and electronic resources. We will continue to provide printing, copying, faxing, scanning, and Notary Public services.
2. Provide free all-ages programming to promote literacy and our nonprofit mission. These include but are not limited to:
 - a. Children's story times and thematic programming for babies and toddlers
 - b. Services for school-age kids and teens including book clubs and STEM (Science, Technology, Engineering, and Math) content
 - c. Services for parents including instructional and family-oriented resources, such as nutritional and health-related content
 - d. Adult programs for entertainment and lifelong learning
 - i. Computer Literacy training for adults
 - ii. English tutoring for adults
 - iii. Lecture series and author visits
 - iv. GED preparation tutoring and testing
 - v. Citizenship classes
 - vi. Other relevant adult programming on various topics
 - e. Services for seniors such as our homebound program
3. Provide free internet-connected computers for patron use, as well as free Wi-Fi connections
4. Provide multi-use space for public meetings and gatherings (not-for-profit use)

FY2023-2024 goals include:

1. Continue our collaboration with area agencies and organizations
2. Continue to meet library accreditation standards of the Texas State Library and Archives Commission (TSLAC)
3. Exceed TSLAC qualitative library standards
4. Provide adult literacy curriculum and opportunities for adult basic education
5. Maintain an increased internet bandwidth and make upgrades to equipment
6. Expand library space to better serve our community



CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO
SEPTEMBER 12, 2023

To: Honorable Mayor and City Council
Agenda Item: Action Item 4 – Big Bend Concrete Contract
Agenda Sponsor: M. Antrim, City Manager

SYNOPSIS

Approve the Big Bend Concrete for concrete and concrete pad services, responsive to the contract awarded to Big Bend Concrete from Request for Proposal 2023-04-01. (M. Antrim, City Manager)

BACKGROUND

- The City of Alpine issued a request for proposal for concrete and concrete services in April 2023 after receiving no responses from the first request.
- Two bids were received.
- Council voted to accept the bid proposal from Big Bend Concrete with the amendment to reflect the same pricing format for all sections.
- Big Bend Concrete updated the bid to include the requested information.
- 2020 Projected project costs - \$199,000
- Total Contract Amount - \$218,250

SUPPORTING MATERIALS

1. Concrete and Concrete Pad Services Contract – Big Bend Concrete Co.

STAFF RECOMMENDATION

APPROVE

CONCRETE AND CONCRETE PAD SERVICES CONTRACT

RFP 2023-04-01

This Contract is signed and effective the _____ day of _____, 2023, by and between the **CITY OF ALPINE TEXAS**, the “City”, and **BIG BEND CONCRETE CO.**, the “Contractor.”

WHEREAS, the City issued a Request for Proposals, **RFP NO. 2023-04-01 CONCRETE AND CONCRETE PAD SERVICES CONTRACT** (“RFP”) to enter into a contract with a supplier to provide services as described in the Scope of Services in the RFP;

WHEREAS, the City has reviewed and evaluated the proposals received in response to the RFP and has selected the Contractor’s proposal as the one that is most responsive to the City’s RFP and the City’s needs; and

WHEREAS, the City desires to enter into a contract with the Contractor to provide concrete and concrete pad services based upon the City’s RFP and the Contractor’s proposal, which are both hereby incorporated into this Contract by this reference.

NOW THEREFORE, the Parties do mutually agree as follows:

1. Scope of Services

- A. The Contractor shall perform all concrete work services (the “Services” or “Work”) identified in the City’s RFP and the Contractor’s proposal.
- B. The Contractor shall submit a written WEEKLY STATUS REPORT at the end of each week via email to City’s Public Works Director at eddie.molinar@cityofalpine.com, beginning when the contract is initiated through finalization of the contract work. These reports can be brief but should include at a minimum 1) what tasks were completed that week and 2) what will be addressed the following week.

2. Term

The initial term of this Contract is for one (1) year. The Contract will commence on September 15, 2023 **and** terminate on September 14, 2024, unless extended, as set forth in the Option to Extend below.

OPTION TO EXTEND THE TERM OF THE CONTRACT:

The Contract will include two (2) one-year options to extend at the same unit prices if the option is exercised by the City at least thirty (30) days prior to the expiration of the original term of the Alpine Contract for Concrete Services

Big Bend Concrete Services, 2023

Contract or at least thirty (30) days prior to the expiration of the first one-year option if the City exercises the second one-year option.

The City at its sole discretion may exercise any option to extend the term of the contract, by giving the Contractor written notice within the applicable time period.

3. Compensation and Billing

- A. The total amount paid to the Contractor for services under this Contract shall be **two hundred eighteen thousand two hundred and fifty dollars (\$218,250.00)**
- B. The Contractor will submit invoices to the City on the 25th day of each month for services furnished between that date and the period covering the prior month's invoice, to include the costs for the basic services under the Contract and the costs for all other provided services, as allowed.
- C. Invoices will be itemized and must include the initial RFP Number (#2023-04-01) for reference.
- D. Do not include Federal Tax, State Tax, or City Tax. The City will furnish a tax exemption certificate upon request.
- E. Discounts, if applicable, will be taken from the date of receipt of goods or date of invoice, whichever is later.
- F. A copy of the bill of lading and the freight waybill, when applicable, will be attached to the invoice.
- G. Payments will be processed after verification and approval of such invoice. Payment shall be made in accordance with the Texas Prompt Payment Act.
- H. Mail or drop-off invoices to:

City of Alpine Public Works Department
Accounts Payable
100 North 13th Street
Alpine Texas 79830
accounts.payable@cityofalpine.com

- I. The Contractor shall advise the Alpine Accounts Payable Section of any changes in its remittance addresses.

4. Termination

Either party may terminate this Contract if the other party has breached the Contract and fails to correct such breach for a period of thirty (30) days after receipt of written notice to correct the same. In addition, either party may terminate this Contract without cause upon thirty (30) day written notice to the other party of the intention to terminate this Contract. In addition, this Contract may be terminated at any time by a mutual written contract of the Parties. In addition, this Contract shall automatically terminate if the City fails to appropriate or budget money for the payment of the services under this Contract. All payments by the City under this Contract are payable only out of current City revenues.

5. Independent Contractor

The Contractor shall instruct all of its employees as to work procedures and thoroughly acquaint each employee with his or her duties. The City shall notify the Contractor if any of the Contractor's employees do not perform their duties as necessary to perform the Contractor's duties under this Contract. Nothing contained herein shall be construed as creating the relationship of employer-and-employee between the City and the Contractor or between the City and the Contractor's employees. The Contract shall be deemed at all times to be an independent contractor. In carrying out the terms of this Contract, the Contractor shall select its own employees and such employees shall be and shall act under the exclusive and complete supervision and control of the Contractor.

6. Employees

- A. The Contractor shall provide an adequate staff for the coordination and expediting of its work. The Contractor shall employ only competent, efficient personnel for the performance of services and shall not use on the work any unfit person or one not skilled in the work assigned; and shall at all times maintain good order and strict discipline among its employees.
- B. The Contractor shall pay or cause to be paid, without cost or expense to the City, all Social Security, Unemployment, and Federal Income Withholding taxes of all employees and that all employees shall be paid wages and benefits as required by federal and state law.

7. Insurance

- A. The Contractor agrees to maintain the types and amounts of insurance required in this contract throughout the term of the contract. The following insurance policies shall be required:

- 1. Commercial General Liability
- 2. Business Automobile Liability
- 3. Workers' Compensation
- 4. Professional Liability

5. Performance and Payment Bond

- B. For each of these policies, the Contractor's insurance coverage shall be primary with respect to the City, its officials, agents, employees, and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Contractor to the City pursuant to this contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage.

All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this contract, attached hereto as Exhibit A, and approved by the City *before* work commences.

C. General Requirements Applicable to All Policies.

1. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
2. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
3. "Claims made" policies are not accepted, except for Professional Liability insurance.
4. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City
5. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
 - a. The insurance company is licensed and authorized to do business in the State of Texas
 - b. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
 - c. All endorsements and coverages are included according to the requirements of this Contract
 - d. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment
6. The City, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

D. Commercial General Liability Requirements:

1. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.
2. Minimum Combined Single Limit of \$500,000 per occurrence per project for bodily injury and property damage with a \$1,000,000 annual aggregate limit.
3. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
4. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
5. The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.
6. The City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

E. Business Automobile Liability Requirements:

1. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current Best Key Rating Guide.
2. Minimum Combined Single Limit of \$500,000 per occurrence for bodily injury and property damage.
3. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
4. The coverage shall include owned, leased, or rented autos, non-owned autos, any autos and hired autos.

F. Workers' Compensation Insurance Requirements:

1. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Contractor, the Contractor, *all* employees of any and all subcontractors, and all other persons providing services must be covered by a workers compensation insurance policy, either directly through their employer's policy (the Contractor's, or subcontractor's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors *must* use that portion of the form whereby the hiring Contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Contractor may not be used.
2. The workers compensation insurance shall include the following terms:
 - a. Employer's Liability limits of \$1,000,000 for each accident is required.

- b. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
- c. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

G. Professional Liability Requirements:

- 1. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- 2. Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City upon request.
- 3. For "claims made" policies, the availability of a 24-month extended reporting period is necessary. The retroactive date shall be shown on the certificate of liability insurance.

H. Performance/Payment Bond Requirements:

In accordance with Chapter 2253, Texas Government Code, the City of Alpine requires the following for this public works contract:

A. A **Performance Bond** on the part of the Contractor for one hundred percent (100%) of the contract price, if the amount of the contract is in excess of \$100,000.00. A Performance Bond is one executed in connection with a contract to secure fulfillment of all contractor's obligations under such contract.

B. A **Payment Bond** on the part of the Contractor for one hundred percent (100%) of the contract price, if the amount of the contract is in excess of \$50,000.00. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

The surety company providing the Payment Bond shall designate an agent resident who resides within Brewster County to whom any requisite notices may be delivered and with whom service of process may be rendered in matters arising out of surety ship.

In accordance with Section 3503.004 of the TEXAS INSURANCE CODE, if a Performance or Payment Bond is an amount in excess of ten percent (10%) of the surety's capital and surplus, the City of Alpine will require, as a condition to accepting the bond(s), a written certification from the that the surety has reinsured the portion of the risk that exceeds ten percent (10%) of the surety's capital and surplus with one or more reinsurers who are duly authorized, accredited or trusted to do business in the State of

Texas. If any portion of the surety's obligation is reinsured, the amount reinsured may not exceed 10% of the reinsurer's capital and surplus.

1. The required bonds shall be executed only by a surety company that is authorized to write surety bonds in Texas. If the amount of the bond exceeds \$100,000, the surety company must also: (a) hold a certificate of authority from the United States secretary of the treasury to qualify as a surety on obligations permitted or required under federal law; or (b) have obtained reinsurance for any liability in excess of \$100,000 from a reinsurer that: (1) is an authorized reinsurer in this state; and (2) holds a certificate of authority from the United States secretary of the treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. To determine whether the surety on the bond or the reinsurer holds a certificate of authority from the United States secretary of the treasury, a party may conclusively rely on the list published in the Federal Register by the United States Department of the Treasury, covering the date on which the bond was executed, of the companies' holding certificates of authority as acceptable sureties on federal bonds and as acceptable reinsuring companies

8. INDEMNIFICATION

THE CONTRACTOR OR IT'S INSURER WILL INDEMNIFY, DEFEND AND HOLD THE CITY, IT'S OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS CONTRACT. WITHOUT MODIFYING THE CONDITIONS OF PRESERVING, ASSERTING, OR ENFORCING ANY LEGAL LIABILITY AGAINST THE CITY AS REQUIRED BY ANY LAW, THE CITY WILL PROMPTLY FORWARD TO THE CONTRACTOR EVERY DEMAND, NOTICE, SUMMONS, OR OTHER PROCESS RECEIVED BY THE CITY IN ANY CLAIM OR LEGAL PROCEEDING CONTEMPLATED HEREIN. THE CONTRACTOR WILL 1) INVESTIGATE OR CAUSE THE INVESTIGATION OF ACCIDENTS OR OCCURRENCES INVOLVING SUCH INJURIES OR DAMAGES; 2) NEGOTIATE OR CAUSE TO BE NEGOTIATED THE CLAIM AS THE CONTRACTOR MAY DEEM EXPEDIENT; AND 3) DEFEND OR CAUSE TO BE DEFENDED ON BEHALF OF THE CITY ALL SUITS FOR DAMAGES EVEN IF GROUNDLESS, FALSE OR FRAUDULENT, BROUGHT BECAUSE OF SUCH INJURIES OR DAMAGES. THE CONTRACTOR WILL PAY ALL JUDGMENTS FINALLY ESTABLISHING LIABILITY OF THE CITY IN ACTIONS DEFENDED BY THE CONTRACTOR PURSUANT TO THIS SECTION ALONG WITH ALL ATTORNEYS' FEES AND COSTS INCURRED BY THE CITY INCLUDING INTEREST ACCRUING TO THE DATE OF THE PAYMENT BY THE CONTRACTOR, AND

PREMIUMS ON ANY APPEAL BONDS. THE CITY, AT ITS ELECTION, WILL HAVE THE RIGHT TO PARTICIPATE IN ANY SUCH NEGOTIATIONS OR LEGAL PROCEEDINGS TO THE EXTENT OF ITS INTEREST. THE CITY WILL NOT BE RESPONSIBLE FOR ANY LOSS OF OR DAMAGE TO THE CONTRACTOR'S PROPERTY FROM ANY CAUSE.

9. Gratuities

The City may, by written notice to the Contractor, cancel this contract without liability to the Contractor if it is determined by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any City officer or employee with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

10. Right To Assurance

Whenever one party to this contract in good faith has a reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made, and no assurance is given within five (5) calendar days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

11. Assignment-Delegation

No right or interest in this contract will be assigned or delegation of any obligation made by the Contractor without the written permission of the City. Any attempted assignment or delegation by the Contractor will be void and totally ineffective for all purposes unless made in conformity with this paragraph.

12. Interpretation-Parol Evidence

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in this contract. Acceptance or supplement or acquiescence in a course of performance rendered under this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

13. Availability of Funds

The awarding of this contract is dependent upon the availability of funding. In the event that funds do not become available, the contract may be terminated, or the scope of services may be amended. Thirty (30) day written notice will be given to the Contractor and there will be no penalty nor removal charges incurred by the City.

14. Workmanship

The Contractor represents that it is qualified to perform the Work, that the Contractor and its subcontractors, if any, possess current, valid state and/or local licenses to perform the services, and that its services will be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances. The City will notify the Contractor if the work does not comply with such standards.

15. Compliance with Laws and Ordinances

The Contractor shall indemnify the City and observe and comply with all federal, state, and local laws, ordinances, and regulations which in any manner affect the Contract or the work and, to the extent allowed by law, shall indemnify and save and hold harmless the City against all claims arising from the violation of any such laws, ordinances, and regulations whether by the Contractor or its employees or clients.

16. Venue and Law

For the purposes of determining the place of the Contract and the law governing the same, this Contract is entered into in the City of Alpine and County of Brewster, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in Alpine, Texas.

17. Severability

Every provision of this Contract is declared severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

18. Entire Agreement

This Contract, including the incorporated City's RFP and the Contractor's proposal, constitutes and expresses the entire agreement between the parties regarding the scope of services specified. It shall not be amended or modified except in writing and signed by all parties.

19. Binding Agreement

The individual signing this Contract acknowledges that he or she is authorized to do so and said individual further warrants that he or she is authorized to commit and bind the Contractor to the terms and conditions of this Contract.

20. Dispute Resolution

If either the Contractor or the City has a claim or dispute, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute, or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach, or other matter in question that may arise out of, or in connection with, this Contract. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon the written consent of authorized representatives of both parties. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under the law regarding the dispute.

21. Force Majeure

The City and the Contractor will exert all efforts to perform the tasks set forth herein within the proposed schedules. However, neither the City nor the Contractor shall be held responsible for inability to perform under this Contract if such inability is a direct result of a force substantially beyond its control, including but not limited to the following: strikes, riots, civil disturbances, fire, insurrection, war, embargoes, failures of carriers, acts of God acts of the public enemy, health pandemics, or acts of a superior governmental authority.

22. Notices

All notices provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage fully prepaid, and addressed to the proper party at the following addresses:

City: City of Alpine
Attn: City Manager
100 North 13th Street
Alpine, Texas 79830

Contractor: Mr. Ryan Kinkade President
Big Bend Concrete Co.
1405 W. HWY 90
Alpine, Texas 79830
bigbendconcrete@gmail.com

Alternatively, notices shall be sent to such other addresses as the parties may designate to each other in writing from time to time.

23. Texas Tort Claims Act

This Contractor expressly agrees that, in all things relating to this Contract, the City is performing a governmental function, as defined by the Texas Tort Claims Act. The Contractor further expressly agrees that every act or omission of the City, which, in any way, pertains to or arises out of this Contract falls within the definition of a governmental function.

24. Energy Company Boycotts

The Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the Contract, the Contractor shall promptly notify the City.

25. Firearm Entities And Trade Associations Discrimination

The Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the Contract, the Contractor shall promptly notify the City.

26. Foreign Terrorist Organizations

The Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

27. Entities That Boycott Israel

The Contractor represents and warrants that (1) it does not, and shall not for the duration of the contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the Contract, the Contractor shall promptly notify the City.

SIGNATURE PAGE (TO BE EXECUTED UPON AWARD)

IN WITNESS WHEREOF, the parties have executed this Contract on the ____ day of September 2023.

CITY OF ALPINE

By: _____
Catherine Eaves, Mayor

ATTEST:

By: _____
Geoffrey Calderon, City Secretary

Approved as to Form:

Approved as to Content:

By: _____
Sylvia Borunda Firth
Assistant City Attorney

By: _____
Megan Antrim, City Manager

CONTRACTOR: Big Bend Concrete, Co.

By: _____
Ryan Kinkade, President

Attachments:

City of Alpine RFP-2023-0401
Response to RFP by Big Bend Concrete Services, Co.

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 – None.

12. Action – Executive Session – None.

13. Adjourn.