



**CITY OF ALPINE**  
**REGULAR CITY COUNCIL MEETING**  
**803 W. Holland Avenue, Alpine, Texas 79830**  
**Tuesday, May 9, 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 May 9, 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](http://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](http://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** –

1. Community Action Month: May 2023.
2. National Travel and Tourism Week: May 7 – 13.
3. Public Service Appreciation Week: May 7 – 13.

### 5. **Reports** –

#### **City Mayor Report** –

1. Alpine Housing Authority Board
2. Hospital District Board
3. School District Board
4. Alpine Nonprofits (Alpine Historic Association, Alpine Community Projects, Alpine Business Alliance, Women's Club, Ambassadors, Lion's Club)
5. Earth Day
6. Cinco de Mayo Celebrations (Alpine Elementary School, Parade, Downtown Hoedown Street Fest, Salsa Competition, Big Bend Broadway Bash to support Summer Theater)
7. Regional Emergency Medical Services
8. Dollar General
9. Loose Ends that need to be tied - Daugherty Well, AEP Agreement
10. Budget Season and Budget Worksheets and Workshops
11. Snippet from the Charter and Robert's Rules of Order.

#### **City Attorney Report** –

1. Municipal Court Update.
2. AEP Franchise Fee Negotiations Update.
3. Alpine Ordinance RE: Abandoning/Selling City Streets.
4. Skyway Gardens Annexation Update.
5. Texas Disposal Systems Update.

#### **City Manager Report** –

1. Texas Municipal League Pilot Project – Phishing.
2. Rio Grande Council of Governments – Upper Rio Grande Regional Flood Planning Group.
3. Community Services of South Central Texas.
4. TxDOT Tasa Application – Mobility Study.
5. Utilities Update – Employees, Training, Equipment, Water Usage.
6. HR Update – Required Trainings.
7. FY 2022 Audit Update.
8. Update on Rate Study, Cost of Living Study, Strategic Plan.

**City Staff Update –**

1. Municipal Court Update by the Honorable Judge Gilbert E. Valenzuela & Linda Stewart, Court Clerk.
2. Animal Services Report by Animal Services Supervisor, Jennifer Stewart.

**6. Public Hearings –**

1. Public Hearing to obtain citizens views and comments regarding the first reading of Ordinance 2023-05-01, an ordinance annexing the proposed Skyway Gardens II development that is adjacent and contiguous territory to the City legally described as 5.000 acres out of Section 102, Block 9, Brewster County, Texas, being a portion of that certain 10.0 acre tract described in Volume 314, Page 453, Official Public Records of Brewster County, Texas.
2. Public Hearing to obtain citizens views and comments on Special Use Permit 2023-04-03, a Special Use Permit for the purpose of allowing the applicant, Cactus If You Can, LLC, to obtain a Mixed Beverage license/permit from the Texas Alcoholic Beverage Commission to establish a bar at the subject property.
3. Public Hearing to obtain citizen views and comments regarding Short Term Special Use Permit Applications.

**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 April 18, 2023 Regular Meeting Minutes. (G. Calderon, City Secretary)
2. Approval of the excused absence of Councilor Tandy from the April 18, 2023 Regular City Council Meeting. (G. Calderon, City Secretary)
3. Approval of the appointment of Jessica Lundebly to the Place 3 (Arts & Historic) position on the Hotel Occupancy Tax Committee. (J. Stokes, City Council)
4. Approval of the appointment of Amit Rangra to the Place 1 position on the Planning & Zoning Commission. (J. Stokes, City Council)
5. Approval of Short Term Special Use Permit 2023-04-02 for 609 E. Ave E. The record property owner is Lori Cobos. (G. Calderon, City Secretary)
6. Approval of Fiscal Year 2022-2023 Budget Calendar. (M. Antrim, City Manager)
7. Approval of Resolution 2023-05-01, a resolution authorizing the City to participate in the Office of the Governor, Public Safety Office, Criminal Justice Division's Justice Assistance Grant (JAG) for Fiscal Year 2023 to include Mobile Security Cameras - 4497001. (M. Antrim, City Manager)
8. Approval of March 2023 City Attorney Invoice. (M. Antrim, City Manager)

**8. Information or Discussion Items –**

1. Parks and Recreation Board Update by Chair of the Board, Darin Nance. (M. Antrim, City Manager)
2. Continue the discussion regarding the approval of a letter of support for the H2 Hydrogen Hub. (C. Eaves, Mayor)
3. Discuss updates on the feasibility study for the proposed Skyway Gardens II water infrastructure. (J. Stokes, City Council)
4. Discuss updates regarding the purchase of generators. (J. Stokes, City Council)
5. Discuss the status of hiring a Director of Finance and a Director of Utilities. (J. Stokes, 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 the first reading of Ordinance 2023-05-01, an ordinance annexing the proposed Skyway Gardens II development that is adjacent and contiguous territory to the City legally described as 5.000 acres out of Section 102, Block 9, Brewster County, Texas, being a portion of that certain 10.0 acre tract described in Volume 314, Page 453, Official Public Records of Brewster County, Texas; Approving a service plan for the annexed area; Approving a development agreement between the developer and the City; Providing findings of fact; Providing cumulative and severability clauses; Providing an effective date. (M. Antrim, City Manager)
  2. Approve the first reading of Ordinance 2023-05-02, an ordinance amending Chapter 10 - Animals to the Alpine Code of Ordinances; Establishing a uniform fee structure for all Animal Services Fees; Amending Permit Requirements for Kennels, private boarding, boarding as a business, raisers, or breeders of dogs, cats, and other animals. (M. Antrim, City Manager)
  3. Approve Resolution 2023-05-02, a resolution adopting a swimming pool fee schedule for the Fiscal Year 2023 for the Alpine Municipal Swimming Pool. (M. Antrim, City Manager)
  4. Approve a letter of support for the City to participate in the Smithsonian Traveling Exhibit. (M. Antrim, City Manager)
  5. Approve Special Use Permit 2023-04-03, a Special Use Permit for the purpose of allowing the applicant, Cactus If You Can, LLC, to obtain a Mixed Beverage license/permit from the Texas Alcoholic Beverage Commission to establish a bar at the subject property. The property in question is located at 102 E Murphy. The Property ID of the subject property is 12107. The record property owner is Hotel Ritchey LLC. (M. Antrim, City Manager)
  6. Approve the Interlocal Agreement with Brewster County establishing the Alpine Emergency Services Board for management of the Alpine Volunteer Fire Department. (M. Antrim, City Manager)
  7. Approve the appointment of Aaron Rodriguez, Stacey Wood, and Albert Benitez to be representatives of the City to the Alpine Emergency Services Board. (M. Antrim, City Manager)
10. **City Council Member Comments** – No discussion or action may take place.

**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, as authorized by the 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 551.086 (economic development).

**11. Executive Session –**

**Consultation with Attorney § 551.071, Texas Government Code**

- 1. Discuss the proposed Daugherty lease with the City Attorney. (M. Antrim, City Manager)

**12. Action – Executive Session –**

- 1. Action, if any, concerning the proposed Daugherty lease discussion with the City Attorney. (M. Antrim, City Manager)

**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](http://www.cityofalpine.com/agenda) pursuant to Section 551.043, Texas Government Code. The said notice was posted by 2:00 P.M. on Friday, May 5, 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](mailto:city.secretary@cityofalpine.com) for further information.

  
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** –
  1. Community Action Month: May 2023.
  2. National Travel and Tourism Week: May 7 – 13.
  3. Public Service Appreciation Week: May 7 – 13.

# REPORTS OVERVIEW

## 5. Reports –

### City Mayor Report –

1. Alpine Housing Authority Board
2. Hospital District Board
3. School District Board
4. Alpine Nonprofits (Alpine Historic Association, Alpine Community Projects, Alpine Business Alliance, Women's Club, Ambassadors, Lion's Club)
5. Earth Day
6. Cinco de Mayo Celebrations (Alpine Elementary School, Parade, Downtown Hoedown Street Fest, Salsa Competition, Big Bend Broadway Bash to support Summer Theater)
7. Regional Emergency Medical Services
8. Dollar General
9. Loose Ends that need to be tied - Daugherty Well, AEP Agreement
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11. Snippet from the Charter and Robert's Rules of Order.

### City Attorney Report –

1. Municipal Court Update.
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3. Alpine Ordinance RE: Abandoning/Selling City Streets.
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5. Texas Disposal Systems Update.

### City Manager Report –

1. Texas Municipal League Pilot Project – Phishing.
2. Rio Grande Council of Governments – Upper Rio Grande Regional Flood Planning Group.
3. Community Services of South Central Texas.
4. TxDOT Tasa Application – Mobility Study.
5. Utilities Update – Employees, Training, Equipment, Water Usage.
6. HR Update – Required Trainings.
7. FY 2022 Audit Update.

**City Staff Update** –

1. Municipal Court Update by the Honorable Judge Gilbert E. Valenzuela & Linda Stewart, Court Clerk.
2. Animal Services Report by Animal Services Supervisor, Jennifer Stewart.





**CITY COUNCIL  
MEETING AGENDA ITEM COVER MEMO  
MAY 9, 2023**

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**REPORTS**

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**City Staff Update –**

1. Municipal Court Update by the Honorable Judge Gilbert E. Valenzuela & Linda Stewart, Court Clerk.
2. Animal Services Report by Animal Services Supervisor, Jennifer Stewart.

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**BACKGROUND**

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NONE.

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**SUPPORTING MATERIALS**

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1. Municipal Court Slide Presentation.
2. Animal Services Slide Presentation

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**STAFF RECOMMENDATION**

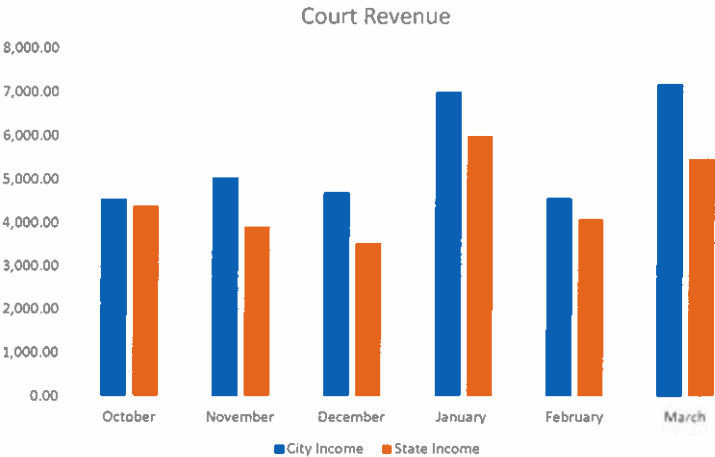
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N/A

# Municipal Court Report

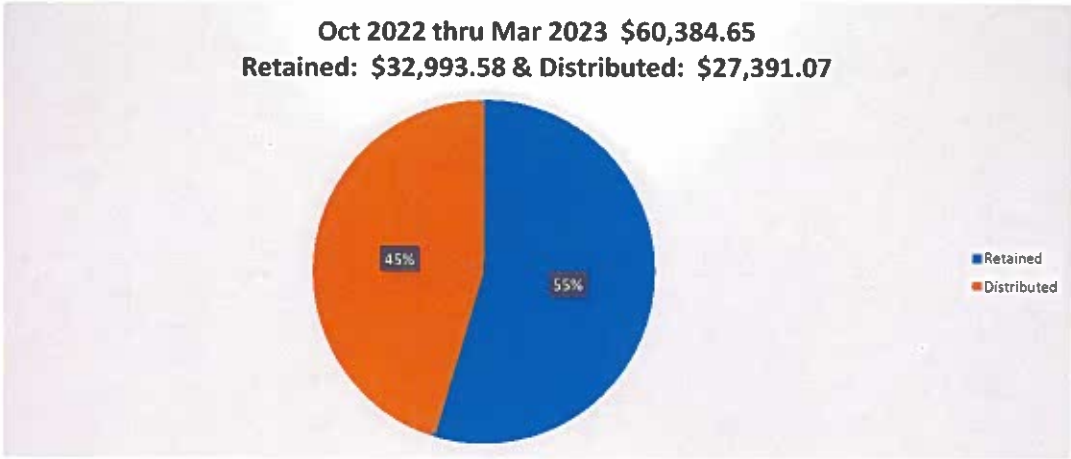
October 2022 – March 2023

## Court Revenue: October 2022 – March 2023

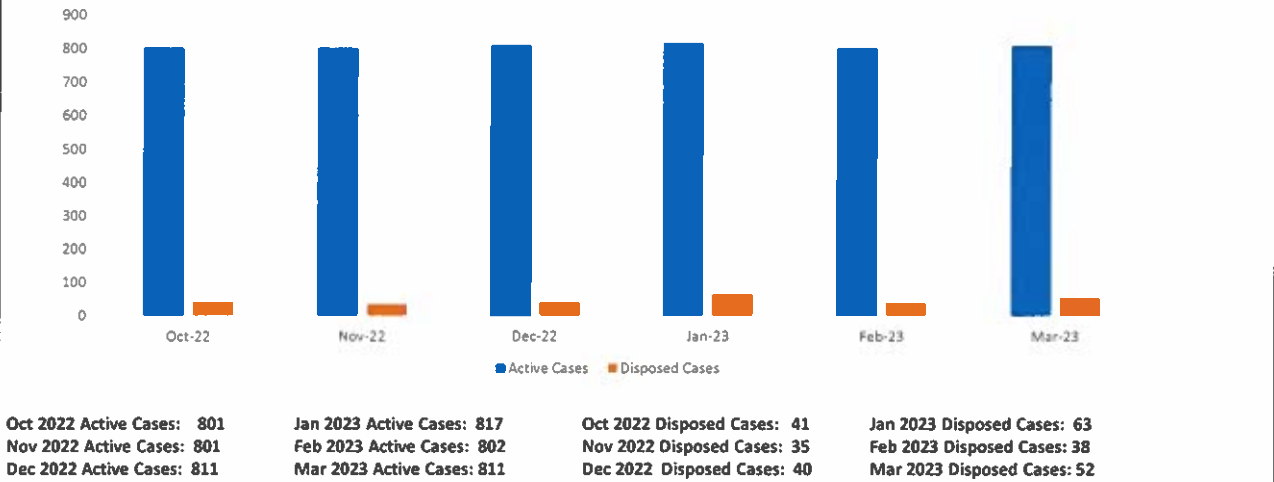


Oct City Income: \$4,534.98	Jan City Income: \$6,992.83	Oct State Income: \$4,386.81	Jan State Income: \$6,000.68
Nov City Income: \$5,037.71	Feb City Income: \$4,560.12	Nov State Income: \$3,913.89	Feb State Income: \$4,079.98
Dec City Income: \$4,692.28	Mar City Income: \$7,175.66	Dec State Income: \$3,538.85	Mar State Income: \$5,470.86

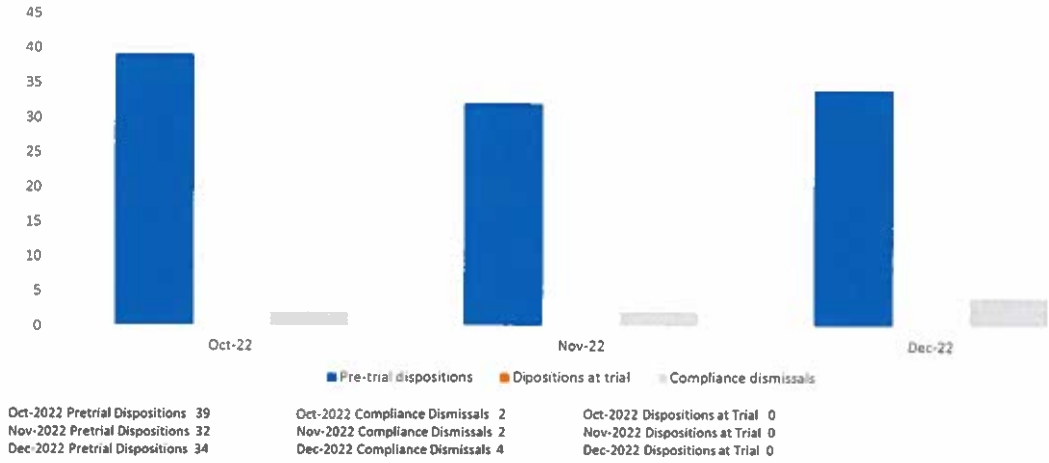
Oct 2022 thru March 2023 Revenue Distribution



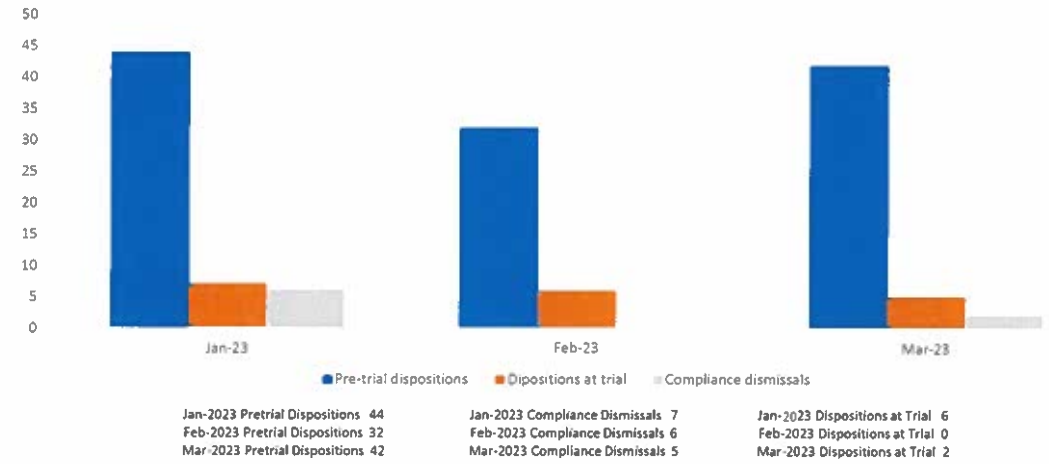
Oct 2022 thru Mar 2023 Cases In Court



# Oct 2022 thru Dec 2022 Dismissals

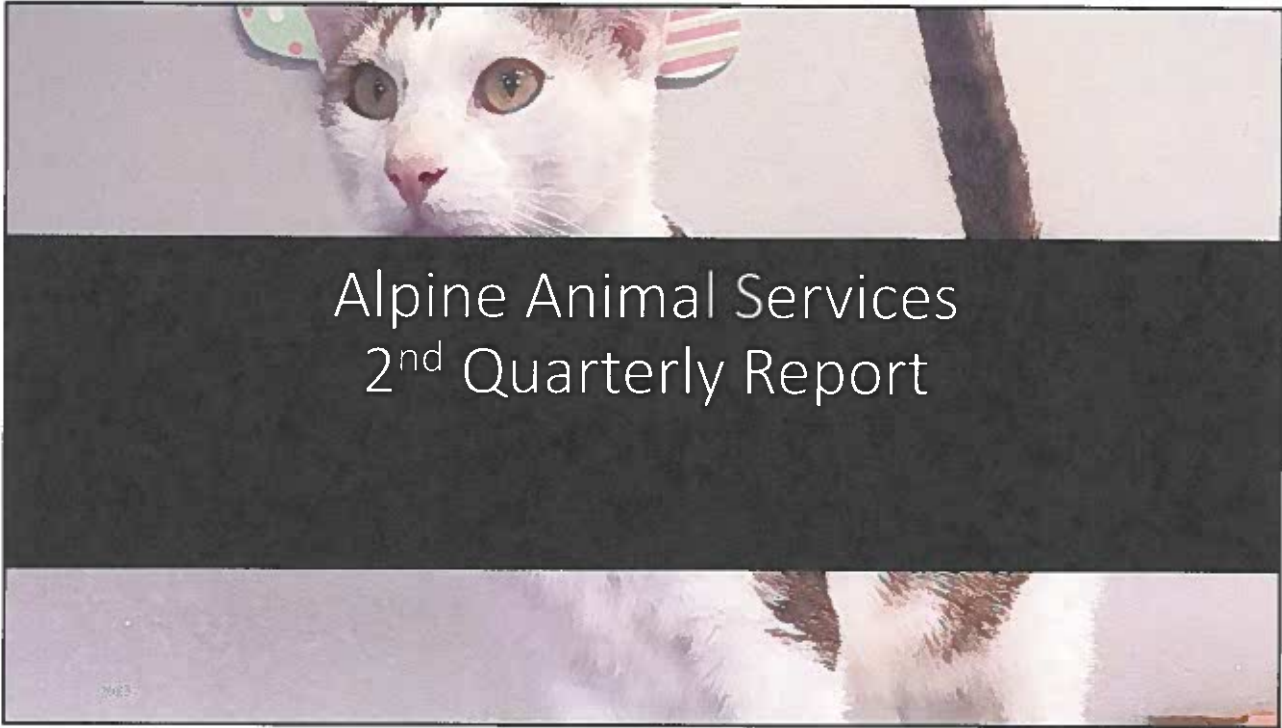


# Jan 2023 thru Mar 2023 Dismissals

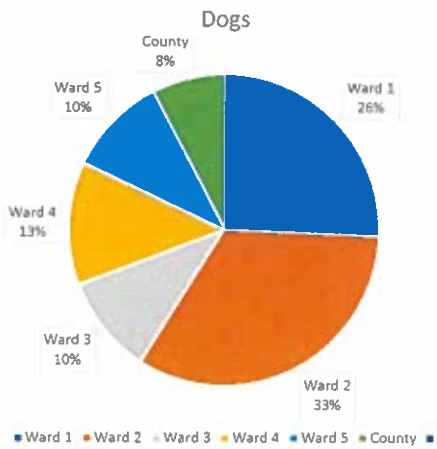
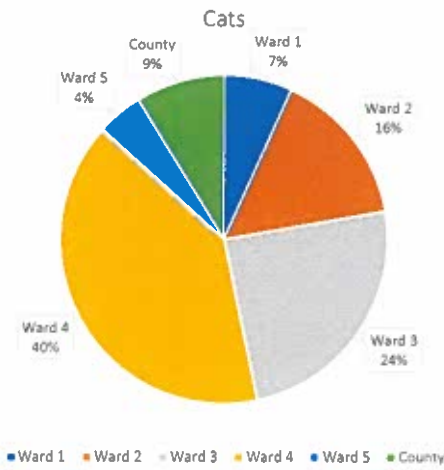


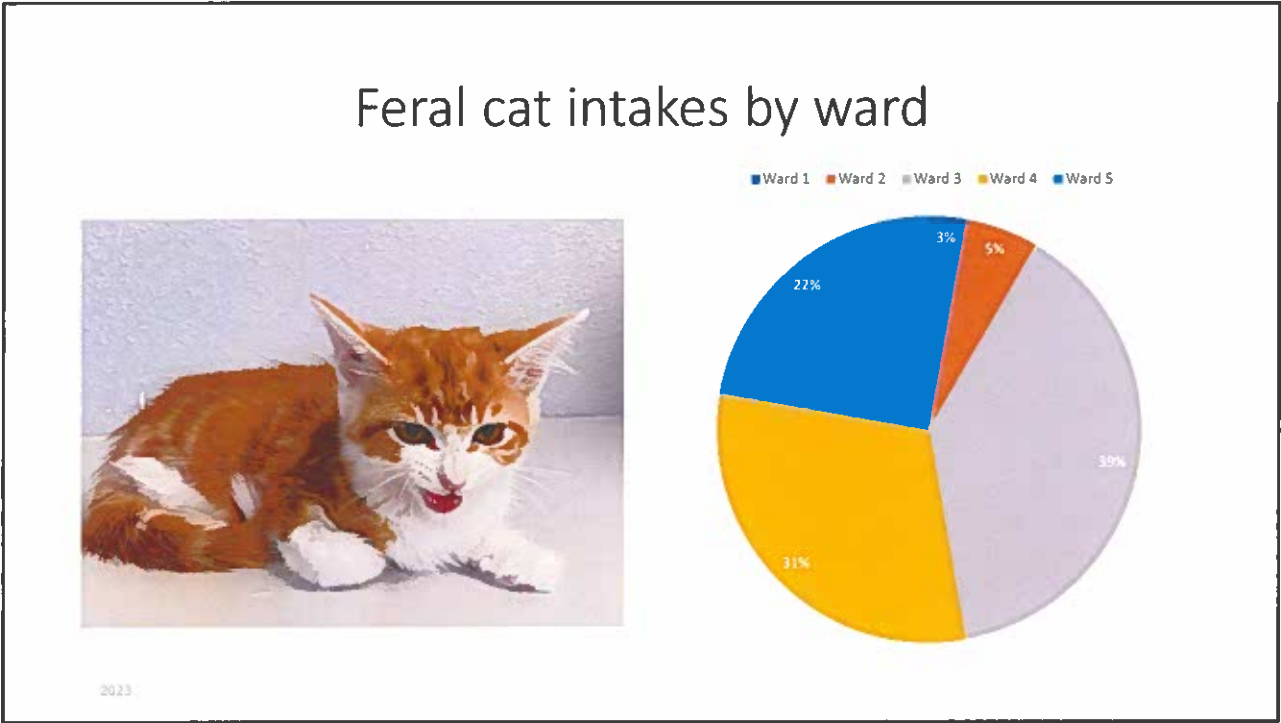
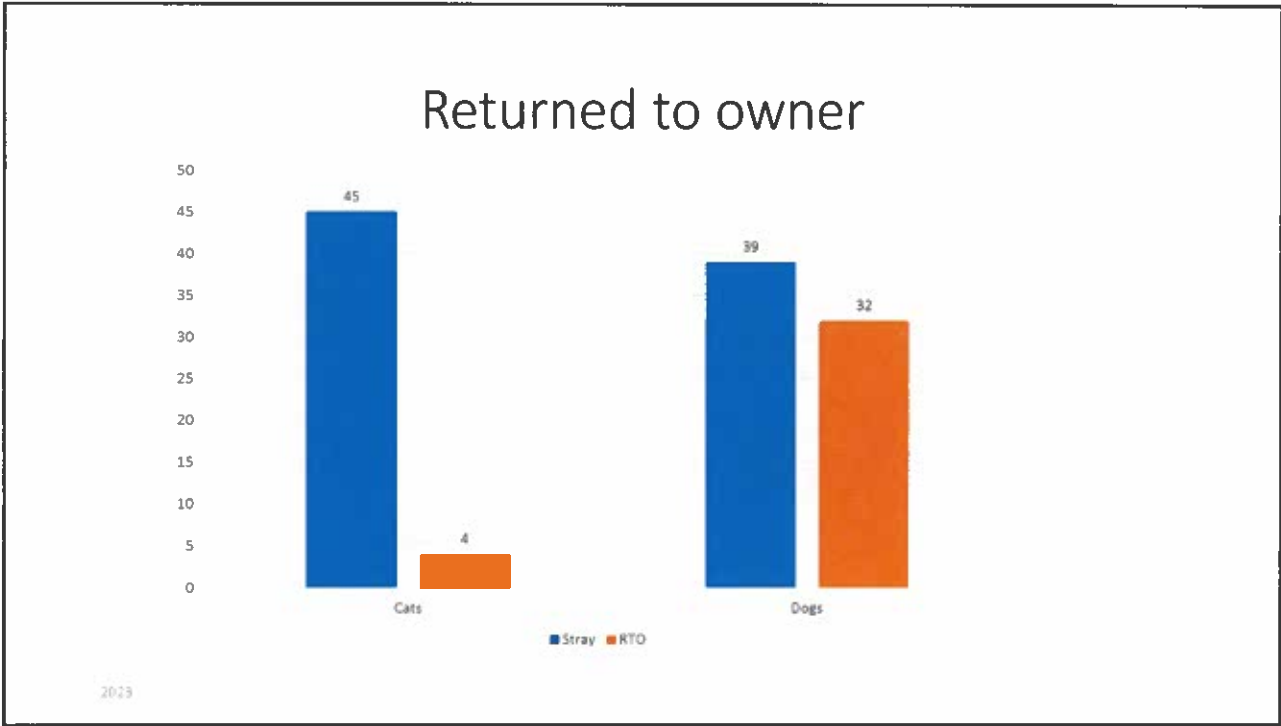
## Municipal Court Progress/Changes

- Warrant Round-up on 01/19/2023 - \$4,236.42 in fines/court costs were received in the days just prior to and following the Round-up as a result of Ads in the Avalanche and Posting on Facebook. 5 individuals were arrested and appeared in person in Court, 2 others appeared via Zoom Court. Next Warrant Round-up has not been scheduled due to conference attendance and upcoming vacations. September will probably be the next round-up.
- Municipal Court Judge & Court Clerk attended TMCEC training in San Angelo the last week of April and both earned 16 hours of continuing education. Municipal Court Clerk is working on earning Municipal Court Clerk I designation and will take Certification Exam in late June of this year.
- 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 holds court on the 2<sup>nd</sup> & 4<sup>th</sup> Thursdays of each month unless Staff Conference/Training/Vacations occur.



# Stray intakes by ward







## Surrenders

- Total: 9
- Cats: 5
- Dogs: 4



2023

## Other intakes

- 1 dog brought in for quarantine
- 3 kittens born in care



2023



## Adoptions

- 38 total
- 11 cats
- 14 dogs
- 13 chickens


 A collage of various animals including cats, dogs, and chickens. The collage features several black cats, a white cat with a red collar, a brown dog, a black dog, a white dog, and a small black and white dog. There are also several chickens, including a white one and a brown one.

## ADOPT-A-CAT MONTH


 A collage of various cats, including black cats, white cats, and orange cats. The cats are shown in various poses and settings, some sitting on a white surface and others on a patterned surface.

June is Adopt-A-Cat Month

9 cats were adopted and 3 were transported



### Transports

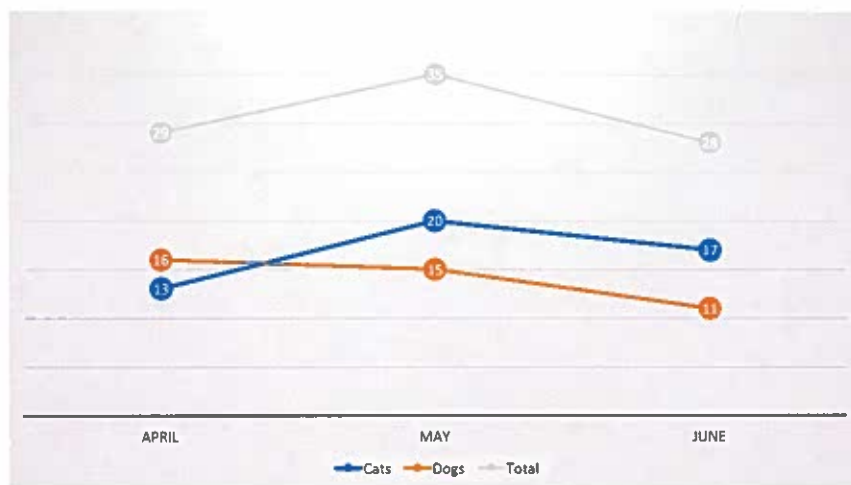
- 40 total
- 24 cats
- 16 dogs

## Other outcomes

1 kitten euthanized for medical reasons

6 kittens, 1 dog died due to medical reasons

## End of the month shelter counts



2023

## Microchips

We placed 10 microchips for the public

7 dogs

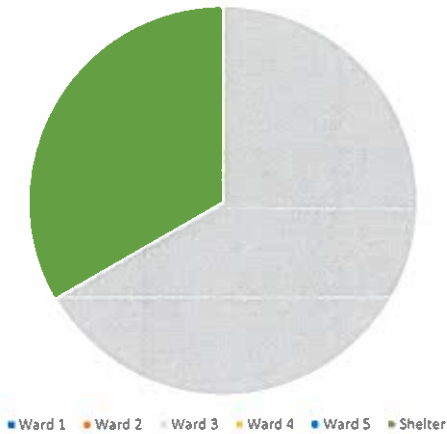
3 cats



2023

# Animal bites

Wards where they occurred

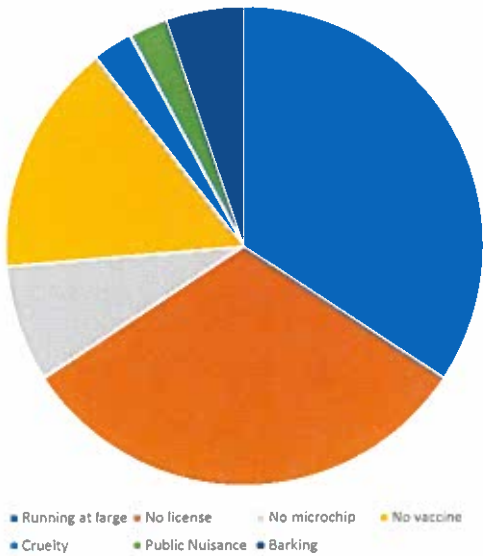


2023

# Citations issued

38 total

- Running at large:13
- No license: 12
- No microchip: 3
- No vaccine: 6
- Cruelty to animals: 1
- Public nuisance:1
- Barking:2



2023



## Monthly PSAs

- April- Canine enrichment
- May- Trapping Dos and Don'ts
- June- Summer and Pets

## TRAPPING DOS & DON'Ts



2023



**Hot  
Asphalt  
Awareness**

### 7 SECOND RULE

Press the back of your hand firmly against the asphalt for 7 seconds to verify if it will be comfortable for your dog

When the air temperature is this, asphalt has been measured at

AIR	ASPHALT
77°	125°
86°	135°
87°	143°

At 125° asphalt (77°/air), skin destruction can occur in 60 seconds



Questions?

## **PUBLIC HEARINGS OVERVIEW**

### **6. Public Hearings –**

1. Public Hearing to obtain citizens views and comments regarding the first reading of Ordinance 2023-05-01, an ordinance annexing the proposed Skyway Gardens II development that is adjacent and contiguous territory to the City legally described as 5.000 acres out of Section 102, Block 9, Brewster County, Texas, being a portion of that certain 10.0 acre tract described in Volume 314, Page 453, Official Public Records of Brewster County, Texas.
2. Public Hearing to obtain citizens views and comments on Special Use Permit 2023-04-03, a Special Use Permit for the purpose of allowing the applicant, Cactus If You Can, LLC, to obtain a Mixed Beverage license/permit from the Texas Alcoholic Beverage Commission to establish a bar at the subject property.
3. Public Hearing to obtain citizen views and comments regarding Short Term Special Use Permit Applications.

## 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 April 18, 2023 Regular Meeting Minutes. (G. Calderon, City Secretary)
  2. Approval of the excused absence of Councilor Tandy from the April 18, 2023 Regular City Council Meeting. (G. Calderon, City Secretary)
  3. Approval of the appointment of Jessica Lundebly to the Place 3 (Arts & Historic) position on the Hotel Occupancy Tax Committee. (J. Stokes, City Council)
  4. Approval of the appointment of Amit Rangra to the Place 1 position on the Planning & Zoning Commission. (J. Stokes, City Council)
  5. Approval of Short Term Special Use Permit 2023-04-02 for 609 E Ave E. The record property owner is Lori Cobos. (G. Calderon, City Secretary)
  6. Approval of Fiscal Year 2022-2023 Budget Calendar. (M. Antrim, City Manager)
  7. Approval of Resolution 2023-05-01, a resolution authorizing the City to participate in the Office of the Governor, Public Safety Office, Criminal Justice Division's Justice Assistance Grant (JAG) for Fiscal Year 2023 to include Mobile Security Cameras - 4497001. (M. Antrim, City Manager)
  8. Approval of March 2023 City Attorney Invoice. (M. Antrim, City Manager)



**CITY COUNCIL  
MEETING AGENDA ITEM COVER MEMO  
MAY 9, 2023**

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**CONSENT AGENDA**

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

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**BACKGROUND**

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NONE.

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**SUPPORTING MATERIALS**

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1. April 18, 2023 Regular Meeting Minutes.

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**STAFF RECOMMENDATION**

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APPROVE.



**City of Alpine**  
**Regular City Council Meeting**  
**Tuesday, April 18, 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 Martin Sandate

**City Staff and Stakeholders Present:**

Megan Antrim, City Manager  
Geoffrey R. Calderon, City Secretary  
Rod Ponton, City Attorney  
Darrell Losoya, Chief of Police

**Not Present:**

Councilor Sara Tandy

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 April 14, 2023.

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

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

1. Proclamation of Administrative Professionals Week.

*The Proclamation for Administrative Professionals Week was presented by Mayor Eaves and was accepted by City Manager, Megan Antrim.*

2. Proclamation of National Municipal Clerks Week.

*The Proclamation for National Municipal Clerks Week was presented by Mayor Eaves and accepted by City Secretary, Geoffrey R. Calderon.*

5. **Reports** – Copies of presentations displayed during the meeting are posted on the City website at [www.cityofalpine.com/reports](http://www.cityofalpine.com/reports) –

**RESOLUTION 2023-04-22:** On a motion by Councilor Stokes and seconded by Councilor Sandate to change the order of business to allow Hugh Johnson to present discussion item no. 3 ahead of the rest of the agenda items, the City Council unanimously voted to adopt the motion.

**Information or Discussion Item No. 3**

3. Discuss the recommendation from resident, Hugh Johnson, that the Council explore the possibility of an ordinance dealing with businesses storing excessive tires and the environmental impact. (C. Eaves, Mayor)

**City Mayor Report**

1. Thank you to City Staff.

2. Thank you to City Council.
3. Planning and Zoning Historical Walk – April 24, 2023.

**City Attorney Report** – None.

**City Manager Report** –

1. Governor's Community Achievement Award – 2<sup>nd</sup> Place.
2. Continued Support and Partnerships – Broadband Opportunities within our Community.
3. Pueblo Nuevo Park – Next Steps.
4. TXDOT Right of Way Maintenance.
5. Finance -Revenue & Expenses – Mid Year.

**City Staff Updates** – None.

**6. Public Hearings –**

**Open (6:23 P.M.)**

1. Public Hearing to obtain citizen views and comments regarding Special Use Permit 2023-04-01, a special use permit for the purpose of allowing the applicant, Alcove, a protected series of Start Local LLC, to obtain a Mixed Beverage license/permit from the Texas Alcoholic Beverage Commission to establish a bar at the subject property.

**Public Comments:** Chris Ruggia, Ward 3, expressed support for public hearing items no. 1 and no. 2.

2. Public Hearing to obtain citizen views and comments regarding Special Use Permit 2023-04-02, a special use permit for the purpose of allowing the applicant, Brews & Hues, a protected series of Start Local LLC, to obtain a beer & wine license/permit from the Texas Alcoholic Beverage Commission to establish an art gallery where beer & wine may be sold.

**Public Comments:** None.

3. Public Hearing to obtain citizen views and comments regarding Short Term Special Use Permit Applications.

**Public Comments:** None.

**Close (6:25 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 April 4, 2023 Regular Meeting Minutes. (G. Calderon, City Secretary)

2. Approval of the excused absence of Councilor Rodriguez from the April 4, 2023 Regular City Council Meeting. (G. Calderon, City Secretary)
3. Approval of the appointment of Larry Nichols to the Place 3 (Arts & Historic) position on the Hotel Occupancy Tax Committee. (J. Stokes, City Council)
4. Approval of Short Term Rental Special Use Permit for 417 S Berkeley. Record property owner is FiftyThree 50 Holdings, LLC. (G. Calderon, City Secretary)
5. Approval of FY 2022-2023 2nd Quarter Investment Report. (M. Antrim, City Manager)

**RESOLUTION 2023-04-23:** On a motion by Councilor Stokes and seconded by Councilor Sandate to approve, the City Council unanimously voted to adopt the motion.

*Mayor Eaves called a 5-Minute recess. (6:26 P.M.)*

**8. Information or Discussion items –**

1. Animal Advisory Board Update by Chair, Patsy Culver. (G. Calderon, City Secretary)
2. Discuss the possibility of participating in the Museum on Main Street (MoMS) program, a traveling exhibition in partnership between the Smithsonian Institute and the Texas Historical Commission. (C. Eaves, Mayor)
3. ~~Discuss the recommendation from resident, Hugh Johnson, that the Council explore the possibility of an ordinance dealing with businesses storing excessive tires and the environmental impact. (C. Eaves, Mayor)~~
4. Discuss the idea from, Roger Horton, for utilizing shuttle buses using clean energy to pick people up at the train station and take them to the park, etc. Hydrogen Hub concept. (C. Eaves, Mayor)
5. Discuss the City of Alpine and Brewster County Interlocal Agreement regarding Firefighting and Fire Protection Services, and Alpine Emergency Services Board. (M. Antrim, City Manager)
6. Discuss updating and/or creating a city ordinance regarding street use, vacations, closures, and abandonment guidelines/procedures. (M. Antrim, City Manager)

**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 2023-04-21, a resolution initiating annexation proceedings and setting dates, times, and places for public hearings on the annexation of the proposed Skyway Gardens II Development, legally described as 5.000 acres out of Section 102, Block 9, Brewster County, Texas, being a portion of that certain 10.0 acre tract described in Volume 314, Page 453, Official Public Records of Brewster County, Texas. (M. Antrim, City Manager)

**RESOLUTION 2023-04-24:** On a motion by Councilor Stokes and seconded by Councilor Sandate to approve, the City Council voted to adopt the motion 2 to 0 with Councilor Rodriguez abstaining.

2. Approve Special Use Permit 2023-04-01, a Special Use Permit for the purpose of allowing the applicant, Alcove, a protected series of Start Local LLC, to obtain a Mixed Beverage license/permit from the Texas Alcoholic Beverage Commission to establish a bar at the subject

property. The property in question is located at 211 E Holland Ave. The Property ID of the subject property is 11800. The record property owner is Alp – 207-211 E Holland, a protected series of BG Real Property Holdings, LLC. (M. Antrim, City Manager)

**RESOLUTION 2023-04-25:** On a motion by Councilor Stokes and seconded by Councilor Sandate to approve, the City Council unanimously voted to adopt the motion.

3. Approve Special Use Permit 2023-04-02, a Special Use Permit for the purpose of allowing the applicant, Brews & Hues, a protected series of Start Local LLC, to obtain a beer & wine license/permit from the Texas Alcoholic Beverage Commission to establish an art gallery where beer & wine may be sold. The property in question is located at 209 E Holland Ave. The Property ID of the subject property is 11802. The record property owner is Alp – 207-211 E Holland, a protected series of BG real property holdings, LLC. (M. Antrim, City Manager)

**RESOLUTION 2023-04-26:** On a motion by Councilor Stokes and seconded by Councilor Sandate 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.

**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).

**RESOLUTION 2023-04-27:** On a motion by Councilor Stokes and seconded by Councilor Sandate to recess into executive session, the City Council unanimously voted to adopt the motion. **(7:51 P.M.)**

*Mayor Eaves called a 5-minute recess. (7:51 P.M.)*

**11. Executive Session –**

**Personnel Matters § 551.074, Texas Government Code**

1. Discuss City Council expectations for the City Secretary during the upcoming year. (C. Eaves, Mayor)
2. Deliberate the addition of an additional title for the City Manager. (C. Eaves, Mayor)

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

1. Discussion regarding the sale of real property, located at 309 W. Sul Ross. (M. Antrim, City Manager)

**12. Action – Executive Session –**

**RESOLUTION 2023-04-28:** On a motion by Councilor Stokes and seconded by Councilor Sandate to reconvene regular session, the City Council unanimously voted to adopt the motion. **(8:30 P.M.)**

1. Action, if any, concerning City Council expectations for the City Secretary during the upcoming year. (C. Eaves, Mayor)

**RESOLUTION 2023-04-29:** On a motion by Councilor Stokes and seconded by Councilor Sandate to set the following expectations for the City Secretary / Chief Governance Officer:

1. Cross Training.
2. Complete the next phase of certification.
3. Introductory course for residents and/or elected officials, such as refresher courses.
4. Go to Texas Municipal League in October.
6. Delegate job duties.

The City Council unanimously voted to adopt the motion.

2. Action, if any, considering the addition of an additional title for the City Manager. (C. Eaves, Mayor)

**RESOLUTION 2023-04-30:** On a motion by Councilor Stokes and seconded by Councilor Sandate to make the City Manager's title City Manager / Chief Executive Officer, the City Council voted to adopt the motion 2 to 1 with Councilor Rodriguez voting against.

**RESOLUTION 2023-04-31:** On a motion by Councilor Stokes and seconded by Councilor Sandate to adjourn, the meeting was adjourned.

**13. Adjourn. (8:32 P.M.)**

**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](http://www.cityofalpine.com/agenda) pursuant to Section 551.043, Texas Government Code. The said notice was posted by 2:00 P.M. on April 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](mailto:city.secretary@cityofalpine.com) for further information.

---

Geoffrey R. Calderon, City Secretary



**CITY COUNCIL**  
**MEETING AGENDA ITEM COVER MEMO**  
**MAY 9, 2023**

---

**CONSENT AGENDA**

---

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

---

**BACKGROUND**

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NONE.

---

**SUPPORTING MATERIALS**

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NONE.

---

**STAFF RECOMMENDATION**

---

APPROVE.



**CITY COUNCIL**  
**MEETING AGENDA ITEM COVER MEMO**  
**MAY 9, 2023**

---

**CONSENT AGENDA**

---

3. Approval of the appointment of Jessica Lundeby to the Place 3 (Arts & Historic) position on the Hotel Occupancy Tax Committee. (J. Stokes, City Council)

---

**BACKGROUND**

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NONE.

---

**SUPPORTING MATERIALS**

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1. Boards & Commissions Application.

---

**STAFF RECOMMENDATION**

---

APPROVE.

# ADMINISTRATION: BOARDS & COMMISSION APPLICATION

Print

**Submitted by:** Jessica Lundebly

**Submitted On:** 2023-05-02 18:19:45

**Submission IP:** (24.54.133.158)  
proxy-IP (raw-IP)

**Assigned To:** Geo Calderon

**Due Date:** Open

**Status:** Open

**Priority:** Normal

RECEIVED  
City of Alpine, Texas

MAY 02 2023

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

Jessica

\* Last Name

Lundebly

\* Street Address

908 E Nations St.



* City	* State	* Zip
Alpine	TX	79830

* Email Address	* Phone
j_lundeby@yahoo.com	4323867688

* Occupation	* Are you a resident of Alpine, Texas?
Business Owner	<input checked="" type="radio"/> Yes <input type="radio"/> No

* How long have you been a resident of, or been involved with, Alpine?	* Are you a qualified (registered) voter of Brewster County?
since 2004	<input checked="" type="radio"/> Yes <input type="radio"/> 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:

HOTS

\* 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 local business owner and artist, living in Alpine since 2004. My background is in business management & art.

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

I would like to volunteer for the HOTS committee because I would like to serve the community of Alpine, and I believe that being a business owner and artist in the community I would fit well for it. I'm looking forward to helping improve the Alpine community. I have lived in Alpine since 2004, raised my children here & plan to be here through retirement. With my business now being 5 years old, I feel I have the time to help serve the community of Alpine & this board seems to be a good place to start.

\* 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)	Upload a File (Optional)
<input type="button" value="Choose File"/> No file chosen	<input type="button" value="Choose File"/> No file chosen
Upload a File (Optional)	Upload a File (Optional)
<input type="button" value="Choose File"/> No file chosen	<input type="button" value="Choose File"/> 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**

Jessica Lundebj

• **Date**

05/02/2023

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  
MAY 9, 2023**

---

**CONSENT AGENDA**

---

4. Approval of the appointment of Amit Rangra to the Place 1 position on the Planning & Zoning Commission. (J. Stokes, City Council)

---

**BACKGROUND**

---

NONE.

---

**SUPPORTING MATERIALS**

---

1. Boards & Commissions Application.

---

**STAFF RECOMMENDATION**

---

APPROVE.

RECEIVED  
City of Alpine, Texas

MAY 03 2023 11:00 AM

OFFICE OF THE CITY SECRETARY

BY: [Signature]



**BOARDS, COMMISSIONS, & COMMITTEES QUESTIONNAIRE**

Name: AMIT RANGRA

Street Address: 502 E. JUNE ST.

City, State & Zip: ALPINE, TX 79830

Phone Number: 432-386-0280

E-Mail: amitrangra143@gmail.com

Occupation: business owner

Are you a resident of Alpine, Texas?: Yes

How long have you been a resident of, or been involved with, Alpine?: 50+ yrs.

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:

Planning and Zoning Commission

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

I have 19 yrs. experience volunteering in both Citywide and County wide elections. I chaired (2) election recounts.  
I chaired the Animal Advisory Board for more than (10) yrs.  
It was my boards that oversaw getting the Animal Shelter

built in (2) yrs., start to finish, when it languished for (15) yrs. prior. I have served on Planning and Zoning. My fellow Commissioners were all happy with my work, w/ (1) Commissioner who had served for more than (10) yrs., saying our Commission was the best she'd served on. I helped get our Commissioner's Handbook created - the first of its kind for P&Z. I gathered info. on how cities statewide have been dealing w/ gang rooms so that both P&Z and concerned citizens could have informal discussion & pass informal ordinances. My commission convinced the city to pass an ordinance informing all households living around a potential annexation to be informed via direct mail.

I have 30+ yrs. as a local businessman and I love my city and live to serve it however I can

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

If yes, in what capacity?: served on (2) committees (1) chairman, to review the City Charter. Animal Advisory Board ~ 2008 to present.

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

I have volunteered for the City of Alpine in one capacity or another since ~ 2008

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: \_\_\_\_\_

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: 1 May '23

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



**CITY COUNCIL  
MEETING AGENDA ITEM COVER MEMO  
MAY 9, 2023**

---

**CONSENT AGENDA**

---

5. Approval of Short Term Special Use Permit 2023-04-02 for 609 E Ave E. The record property owner is Lori Cobos. (G. Calderon, City Secretary)

---

**BACKGROUND**

---

NONE.

---

**SUPPORTING MATERIALS**

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1. Short Term Rental Special Use Permit Application.

---

**STAFF RECOMMENDATION**

---

APPROVE.



# SHORT-TERM RENTAL

## SPECIAL USE PERMIT APPLICATION

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) <u>Cactus House</u>	Street Number <u>609</u>	Street Name <u>E Avenue E</u>	
LEGAL DESCRIPTION (must provide copy of survey or describe meets and bounds on 8 1/2 x 11 sheet)			
Addition <u>Hancock</u>	Block <u>7</u>	Lot <u>445</u>	
Present zoning district <u>C-2</u>	Square footage of property <u>4,584.69</u>	Size of property lot <u>0.1053</u>	Total Number of Units in Building <u>7</u>
SECTION 2: PROPERTY OWNER INFORMATION - Complete at least one of section A or B			
A. Individual Ownership			
Owner First Name <u>Lori</u>	Owner Last Name <u>Colos</u>	Primary Telephone Number <u>512-587-3985</u>	
Mailing Address <u>710 Colorado #5A, Austin, TX 78701</u>		Email Address <u>lcolos24@gmail.com</u>	
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 <u>Celia Teresa ("Sally")</u>	Last Name <u>Garcia</u>	Primary Telephone Number <u>432-284-2860</u>	
Physical Address (must be located within 30 minutes of STR property) <u>512 S. 8th St, Alpine, TX 79830</u>		Email Address <u>sallyrgarcia@hotmail.com</u>	



# 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 <b>Lori</b>	Property Owner Last Name <b>Cabos</b>
Short-term Rental Address <b>609 E. Avenue E, Alpine, Tx 79830</b>	

LOCAL REPRESENTATIVE:		
First Name <b>Celia Teresa ("Sally")</b>	Last Name <b>Garcia</b>	Primary Telephone Number <b>432-294-2860</b>
Physical Address (cannot be P.O. Box) <b>512 S. 8th St. Alpine, Tx 79830</b>		
Mailing Address <b>Same</b>	Email Address <b>Sallyrgarcia@hotmail.com</b>	

## 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: **Celia Garcia** Date: **3/17/23**

Property Owner's Signature: **Lori Cabos** Date: **3/22/23**



## 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

Lori Lobos  
Printed Name

3/22/23  
Date

## STR HOMEOWNER'S ASSOCIATION DECLARATION

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

N/A  
Address

Managing HOA Representative Signature

Date

Or:

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

Address

STR Owners Signature

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.

Doni Combs  
Property Owner's Signature

3/23/23  
Date

Property Owner's Signature

Date

## GENERAL RELEASE OF LIABILITY

I, Celia Teresa ("Sally") Garcia of 512 S. 8th 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. 13<sup>th</sup> 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 17 day of March, 2023.

Releasor's Signature: Celia Garcia

Releasor's Printed Name: Celia Garcia

**SIGNATURE TO AUTHORIZE FILING OF A STR-SUP**

Submit an additional signature page if necessary.

Lori Cobos  
Print Applicant Name

Lori Cobos  
Applicant signature

The State Of Texas

County Of Travis

Before Me Sergio Guajardo Terrazas on this day personally appeared Lori Cobos  
Notary 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 22 day of March, A.D. 2023



[Signature]  
Notary in and for the State of Texas

\_\_\_\_\_  
Print Applicant Name

\_\_\_\_\_  
Applicant signature

The State Of \_\_\_\_\_

County Of \_\_\_\_\_

Before Me \_\_\_\_\_ on this day personally appeared \_\_\_\_\_  
Notary 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

Lori Cohen  
Printed Name

3/22/23  
Date

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

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

Complete form on page 1.

☒ **2. STR Local Representative Certification.**

Complete form on page 2.

☒ **3. Acknowledgements**

Sign form on page 3.

☒ **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.

☒ **5. General Release of Liability.**

Form on page 5 must be signed by the operator.

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

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

☒ **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.

☒ **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.

☒ **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.

☒ **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.

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

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

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

☒ **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.

☒ **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: [Brewstercountytexas.com/hyper-reach](http://Brewstercountytexas.com/hyper-reach).

**STR Letter**  
**Property: 609 E Avenue E, Alpine, TX 79830**


March 22, 2023

I am submitting the attached Short-Term Rental (STR) Special Use Permit Application for your consideration and approval for the property stated above. I would like to list my property for STR on public STR websites. The STR of my property will not cause substantial harm to the value, use, or enjoyment of the other properties in the neighborhood. There are other properties in the neighborhood that are currently being used as STR properties. I am also implementing rental property rules prohibiting loud obstructing noise, parking obstructions, and other measures to ensure the STR use of my property does not negatively impact my neighbors.

For additional background purposes, my property is located in between two businesses, the De Ja Vue Thrift Store and Allen King Jewelry, that operate during normal business hours, and therefore, would not be impacted by the STR use of my property during the evening. The owner of Allen King Jewelry maintains a residence behind his business property. However, my rental property rules will help ensure that Mr. King is not negatively impacted during the evening.

The STR use of my property would add to the value, use, and enjoyment of other properties in the neighborhood. Renters of my STR property would contribute to the local business economy by having access to local businesses that are within walking distance from my property, such as the De Ja Vue Thrift Store, Allen King Jewelry, McDonald's, Cobos Lube Center, Stripes, Sonic, Twin Liquors, Porters, and many other local businesses in Alpine.

Thank you for your consideration.

  
Lori Cobos



# Floor Plan & Parking Plan

## EXHIBIT B

TX SURVEY FIRM NO 10194432

### SURVEY PLAT

20 0087

0.104 ACRES OUT OF LOTS 4 AND 5, BLOCK 1, HANCOCK ADDITION TO ALPINE [NORTH OF THE RAILROAD]  
ENVELOPE 112, PLAT RECORDS OF BREWSTER COUNTY, TEXAS

BEING ALL OF THAT CERTAIN TRACT DESCRIBED IN BOOK 367, PAGE 797  
OFFICIAL RECORDS OF BREWSTER COUNTY, TEXAS

609 E. AVENUE E ALPINE, TEXAS



S = Sleeping  
Areas

E = Evacuation  
Routes

F = Fire

Extinguisher  
(Kitchen cabinet  
underneath  
sink)

Parking (Driveway)  
1 car maximum

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)
- x "x" CHISELED IN CONCRETE FOUND
- △ CALCULATED POINT
- CAPPED 1/2 INCH IRON ROD SET  
[MUELLER]
- • FENCE
- ( ) RECORD INFORMATION

BEARING BASIS: WGS 84



ACCORDING TO FEMA FIRM MAP PANEL 4800850002B,  
DATED 11/18/1990, THIS TRACT APPEARS TO BE WITHIN  
ZONE X [AREAS OUTSIDE THE 500-YR FLOODPLAIN]

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

*Kevin Mueller*

4-27-20

KEVIN MUELLER  
105 N. COCKRELL ST  
(512) 492-5502  
KEVIN.MUELLER@SAWTOOTHSSURVEY.COM

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

Property

Account

Property ID: 10634 Legal Description: HANCOCK, BLOCK 1, LOT 4 E2/3 S PT 4, W1/6 OF S PT OF 5  
Geographic ID: 971600010004000230 Zoning:  
Type: Real Agent Code:

Property Use Code:

Property Use Description:

Location

Address: 609 E AVE E Mapsco:  
ALPINE, TX  
Neighborhood: COMMERCIAL CENTRAL Map ID:  
Neighborhood CD: COMM CENTR

Owner

Name: COBOS LORI ANN Owner ID: 38563  
Mailing Address: 710 COLORADO ST UNIT SA % Ownership: 100.000000000000%  
AUSTIN, TX 78701

Exemptions:

Values

Taxing Jurisdiction

Improvement / Building

Land

Roll Value History

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	1/22/2022	GWD	GWD	HAMBY SETH E	COBOS LORI ANN	0416	0531	114428

2	5/6/2020	GWD/VL	GWD/VL	WILSON TYLER	HAMBY SETH E	385	515	110145
3	7/27/2018	GWD	GWD	ZENT ERICA	WILSON TYLER	0357	0665	105936

**Information Sheet**  
**Property: 609 E Avenue E, Alpine, Texas 79830**

**24-Hour Contact Information**

Celia Teresa ("Sally") Garcia  
432-294-2860  
Local Representative

Lori Cobos  
512-587-3985  
STR Property Owner

**Neighborhood Information**

My property is located in between two businesses, De Ja Vu Thrift Store and Allen King Jewelry. During normal business daytime hours (Monday through Saturday), please park in my driveway and in front of my house to allow business customers to access parking for the businesses.

During the evenings, please do not play loud music in the backyard, because I have a residential neighbor to the left of the property (the owner of Allen King Jewelry lives in a residence behind his business).

A trash dumpster is located across the street on N. Phelps St. (to the left of the house across the street on the side street across from Stripes) and located on N. Garnett St. (to the right of the house at the end of the block).

**Alpine Police Department**

432-837-3486

**Alpine Fire Department**

432-306-0537

***If it is an emergency, please call 9-1-1***

**Severe Weather, Natural or Man-Made Disaster Alerts**

[Brewstercountytexas.com/hyper-reach](http://Brewstercountytexas.com/hyper-reach)



**CITY COUNCIL  
MEETING AGENDA ITEM COVER MEMO  
MAY 9, 2023**

---

**CONSENT AGENDA**

---

6. Approval of Fiscal Year 2022-2023 Budget Calendar. (M. Antrim, City Manager)

---

**BACKGROUND**

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- Calendar is tentative and subject to change
- FY 2023-2024 Budget Calendar includes both public and internal workshops, publications, and deadlines

---

**SUPPORTING MATERIALS**

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1. FY 2023-2024 Budget Calendar.

---

**STAFF RECOMMENDATION**

---

**APPROVE.**

## City of Alpine FY 2024 Budget Calendar

All dates of local meetings are subject to progress made during workshops.

Meetings and adoption dates are subject to change.

### TENTATIVE DATES:

**May 5** - Hot Grant Applications DUE

**May 9** – Presentation of Budget Calendar and budget discussion

**June 1** – 1st Budget Workshop / Strategic Plan Goals / Draft of CIP

**June 8** – 2nd Budget Workshop – Review of annual policies - Employees

**June 13** - 3rd Budget Workshop - Expenses

**June 24** - 4th Budget Workshop - Revenue

**July 5** - Present DRAFT Proposed Budget / File with City Secretary

**August 1** - Discuss Tax Rates (dependent on receipt of certified tax roll) / 1<sup>st</sup> Reading - Budget

**August 15** - 2<sup>nd</sup> Reading and Approval- Budget

**September 5** – Adoption of Tax Rate (Dependent on direction of Council)

### TENTATIVE DATES: (Internal)

**January – April** – Initial Discussion with Departments on priorities and goals for FY 2024

**April 6** - HOT Grant Applications OPEN

**May 4** - Issue Department Budget Worksheets

**May 4** - Issue City Council Budget Questionnaire

**May 18** - City Council Budget Questionnaire DUE

**May 29** – Department Budget Worksheets DUE

**July 13** – Budget Summary notice in Paper

**July 25** – Issuance of Certified Tax Roll (Dependent on Appraisal Office and Tax Office)

**July 20 & 27** – Notice in Paper for 1<sup>st</sup> Reading

**August 3 & 10** – Notice in Paper for 2<sup>nd</sup> Reading & Public Hearing – Budget

**August 2022** – Notice in Paper for Tax Rate/ 1<sup>st</sup> Reading & Public Hearing (Dependent on direction Council takes with raising or accepting no new revenue rate)



**CITY COUNCIL**  
**MEETING AGENDA ITEM COVER MEMO**  
**MAY 9, 2023**

---

**CONSENT AGENDA**

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7. Approval of Resolution 2023-05-01 (M. Antrim, City Manager - CEO)

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**BACKGROUND**

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- Resolution 2023-05-01 is an update to previously approved Resolution 2022-02-02
- Approving the City of Alpine applying for FY23 Justice Assistance Grant funds.
- The Office of the Governor is requesting that the supporting Resolution be updated to include the Project Name and Project #
- The City of Alpine Received \$60,600 in approved grant funds for TWO Mobile Security Cameras and has already purchased them.
- *This item is administrative in nature; complying with state request to add project name and number to Resolution 2022-02-02.*

---

**SUPPORTING MATERIALS**

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1. Resolution 2023-05-01 (Updated language)
2. Resolution 2022-02-02 (Original language)

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**STAFF RECOMMENDATION**

---

**APPROVE.**

STATE OF TEXAS

CITY OF ALPINE

COUNTY OF BREWSTER

**RESOLUTION 2023-05-01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS AUTHORIZING THE CITY TO PARTICIPATE IN THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, CRIMINAL JUSTICE DIVISION'S JUSTICE ASSISTANCE GRANT (JAG) FOR FY2023.**

**WHEREAS**, the City of Alpine is committed to providing for the safety and welfare of its citizens; and

**WHEREAS**, the City of Alpine finds it in the best interest of the citizens of Alpine that the City participate in the Office of the Governor, Public Safety Office, Criminal Justice Division, Edward Byrne Memorial Justice Assistance Grant Program (JAG) for FY2023.

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

**SECTION I.** The City of Alpine supports the submission of grant application # 4497001 for the Edward Byrne Memorial Justice Assistance Grant Program (JAG) to provide funds to acquire Mobile Security Cameras for the Alpine Police Department.

**SECTION II.** The City of Alpine agrees to provide any matching funds and reporting requirements as required by the Edward Byrne Memorial Justice Assistance Grant Program (JAG);

**SECTION III.** The City of Alpine agrees that in the event of loss or misuse of the Edward Byrne Memorial Justice Assistance Grant Program (JAG) funds, the City of Alpine assures that the funds will be returned to the Office of the Governor in full.

**SECTION IV.** The City of Alpine designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

**PASSED, APPROVED, AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL ON THIS THE 9<sup>th</sup> DAY OF MAY 2023 BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.**

---

Catherine Eaves, Mayor

**ATTEST:**

---

Geoffrey R. Calderon, City Secretary



STATE OF TEXAS

COUNTY OF BREWSTER

CITY OF ALPINE

**RESOLUTION 2022-02-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS AUTHORIZING THE CITY OF ALPINE TO PARTICIPATE IN THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, CRIMINAL JUSTICE DIVISION'S JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FOR FY 2023.**

**WHEREAS**, the City of Alpine is committed to provide for the safety and welfare of its citizens;

**WHEREAS**, The City of Alpine finds it in the best interest of the citizens of Alpine that the City participate in the Office of the Governor, Public Safety Office, Criminal Justice Division, Edward Byrne Memorial Justice Assistance Grant Program (JAG) for FY2023;

**WHEREAS**, The City of Alpine agrees to provide any matching funds and reporting requirements as required by the Edward Byrne Memorial Justice Assistance Grant Program (JAG);

**WHEREAS**, The City of Alpine agrees that in the event of loss or misuse of the Edward Byrne Memorial Justice Assistance Grant Program (JAG) funds, the City of Alpine assures that the funds will be returned to the Office Of the Governor in full.

**WHEREAS**, The City of Alpine designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

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

the City of Alpine supports submission of the grant application for the Edward Byrne Memorial Justice Assistance Grant Program (JAG) to provide funds to acquire essential equipment for the Alpine Police Department.

**PASSED, APPROVED, AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL ON THE 1<sup>ST</sup> DAY OF FEBRUARY 2022.**

  
Andres "Andy" Ramos, Mayor

**ATTEST:**

  
Geoffrey R. Calderon, City Secretary





**CITY COUNCIL**  
**MEETING AGENDA ITEM COVER MEMO**  
**MAY 9, 2023**

---

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**CONSENT AGENDA**

---

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8. Approval of March 2023 City Attorney Invoice. (M. Antrim, City Manager)

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**BACKGROUND**

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NONE.

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**SUPPORTING MATERIALS**

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1. March 2023 City Attorney Invoice.

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**STAFF RECOMMENDATION**

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APPROVE.

Bill to:

**City of Alpine**  
100 N 13 Street  
Alpine, TX 79830

**INVOICE**

To March 31, 2023

Invoice Date            April 01, 2023  
Invoice Number        294  
Due Date                Due Upon Receipt

City Attorney    0247

**Account Summary**

Previous Balance	\$11,982.35
Payments Received	(\$11,982.35)
Outstanding Balance	\$0.00
Current Invoice	\$9,480.00

<b>Total Due</b>	<b>\$9,480.00</b>
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**Fee Detail**

Date		Description	Hours	Rate	Total
3/1/2023	RP	Email to AEP ext. affairs manager re franchise fee	0.70	\$200.00/hr	\$140.00
3/1/2023	RP	City Attorney Report items to CS for 3/7 meeting	0.50	\$200.00/hr	\$100.00
3/2/2023	RP	City Atty. memo re AEP franchise fee % permissibility for CM w/ statute-case law analysis	1.50	\$200.00/hr	\$300.00
3/3/2023	RP	Skyway Gardens annexation ordinance review	0.90	\$200.00/hr	\$180.00
3/6/2023	RP	Review agenda-backup for 3/7 CC meeting; City Attorney update prep	1.20	\$200.00/hr	\$240.00
3/6/2023	RP	Holguin suit follow ups to TML counsel; CM, APD	0.90	\$200.00/hr	\$180.00

Date		Description	Hours	Rate	Total
3/7/2023	RP	TDS review - contract issues, requested amendments rec. by CM; follow up to CM	1.50	\$200.00/hr	\$300.00
3/7/2023	RP	MC defendant in-person follow ups	0.80	\$200.00/hr	\$160.00
3/7/2023	RP	Prep-attend CC meeting	2.00	\$200.00/hr	\$400.00
3/7/2023	RP	Follow up to AEP ext. affairs re prop. franchise agreement	0.30	\$200.00/hr	\$60.00
3/7/2023	RP	TML counsel call on Holguin suit	0.80	\$200.00/hr	\$160.00
3/8/2023	RP	AEP response review and req. for other franchise agreements	1.00	\$200.00/hr	\$200.00
3/9/2023	RP	Prep-attend MC, MC defendant follow up calls	1.20	\$200.00/hr	\$240.00
3/9/2023	RP	Review AEP resp. re request for other franchise, AEP counsel	0.40	\$200.00/hr	\$80.00
3/9/2023	RP	Cont. review TDS issues, CM email, and grievance items for pot. letter notice for official performance review under contract	2.60	\$200.00/hr	\$520.00
3/10/2023	RP	Opioid settlements review; City sign ups for Walmart, Walgreens, CVS, Allegran; follow up to OAG for status on previous sign ups/ outstanding items needed	1.40	\$200.00/hr	\$280.00
3/10/2023	RP	Water well matters follow up (Daugherty/ Sullivan), BCWCD; report to CM	1.00	\$200.00/hr	\$200.00
3/13/2023	RP	Retrieve service of process on Holguin suit from BCSO; review served copy	0.90	\$200.00/hr	\$180.00
3/14/2023	RP	Finalize TDS notice letter draft for CM review	2.50	\$200.00/hr	\$500.00
3/14/2023	RP	TDS performance bond review, RFP/TDS corr. and research	1.10	\$200.00/hr	\$220.00
3/14/2023	RP	Send CA-served copy of Holguin Petition to TML counsel w/ info on pot. deficiencies; follow up on req. info	1.00	\$200.00/hr	\$200.00
3/15/2023	RP	Email and follow up to AEP counsel re franchise agreement	0.70	\$200.00/hr	\$140.00
3/15/2023	RP	Reply to CM review of prop. TDS letter and background inquiry	0.50	\$200.00/hr	\$100.00

Date		Description	Hours	Rate	Total
3/16/2023	RP	Rutledge - W. Brown St. sale-ordinance review/revision	1.00	\$200.00/hr	\$200.00
3/18/2023	RP	Email AEP docs and city attorney memo to mayor/council	0.70	\$200.00/hr	\$140.00
3/18/2023	RP	Daugherty well contract review memo to CC w/ opinion-options	1.60	\$200.00/hr	\$320.00
3/18/2023	RP	Revisions to proposed TDS notice letter, email to mayor/council	1.00	\$200.00/hr	\$200.00
3/20/2023	RP	Email w/ CM re well matters, City atty. process	0.90	\$200.00/hr	\$180.00
3/20/2023	RP	Agenda-packet review for 2/21 CC meeting	0.80	\$200.00/hr	\$160.00
3/22/2023	RP	Review MC docket call emails; MC defendant follow ups	0.90	\$200.00/hr	\$180.00
3/23/2023	RP	Review Alpine-BC interlocal points from CM for AESB fire services; begin drafting	1.40	\$200.00/hr	\$280.00
3/23/2023	RP	Review AEP counsel reply re proposed franchise agreement	0.40	\$200.00/hr	\$80.00
3/23/2023	RP	Prep-attend MC	1.30	\$200.00/hr	\$260.00
3/24/2023	RP	TML attorney meeting scheduling email review/reply for Holguin matter	0.30	\$200.00/hr	\$60.00
3/25/2023	RP	Initial review Phillips PIR and disannexation materials from CS	0.60	\$200.00/hr	\$120.00
3/28/2023	RP	Cont. drafting Alpine-BC interlocal for fire services/AESB	2.00	\$200.00/hr	\$400.00
3/28/2023	RP	Cont. Phillips PIR and disannexation question review; response to CS-CR	1.40	\$200.00/hr	\$280.00
3/29/2023	RP	Review City Attorney update items, send to CS for 4/4 CC meeting	0.80	\$200.00/hr	\$160.00
3/29/2023	RP	Finalize first draft Alpine-BC fire services-AESB interlocal; circulate	1.70	\$200.00/hr	\$340.00
3/29/2023	RP	Response to AEP counsel re franchise agreement (term and rate)	0.60	\$200.00/hr	\$120.00
3/29/2023	RP	TML counsel meeting re Holguin matter and follow up	1.10	\$200.00/hr	\$220.00

Date		Description	Hours	Rate	Total
3/29/2023	RP	Holguin materials to TML counsel	0.60	\$200.00/hr	\$120.00
3/29/2023	RP	TWDB corr. re City wells/water supply questions	0.80	\$200.00/hr	\$160.00
3/31/2023	RP	Review CM notes for Alpine-BC fire service interlocal/AESB; revise	1.10	\$200.00/hr	\$220.00
3/31/2023	RP	Review-approve TML counsel Rule 91a motion on Holguin suit	1.00	\$200.00/hr	\$200.00
Hours Total			47.40	Fee Total	\$9,480.00

### Expense Detail

Date	Description	Quantity	Rate	Total
No expenses have been charged for this invoice.				
			Expenses Total	\$0.00

Fees	\$9,480.00
Expense	\$0.00
<b>Current Due</b>	<b>\$9,480.00</b>
Outstanding Balance	\$0.00
<b>Total Due</b>	<b>\$9,480.00</b>

City Attorney    0247  
City of Alpine

Due Date	Due Upon Receipt
Invoice #	294
Total Due	\$9,480.00
Amount Paid	\$ <input type="text"/>

Make payment to:

**BIG BEND LAW**  
2301 N Hwy 118  
Alpine, Texas 79830

.....

## INFORMATION OR DISCUSSION OVERVIEW

### 8. Information or Discussion Items –

1. Parks and Recreation Board Update by Chair of the Board, Darin Nance. (M. Antrim, City Manager)
2. Continue the discussion regarding the approval of a letter of support for the H2 Hydrogen Hub. (C. Eaves, Mayor)
3. Discuss updates on the feasibility study for the proposed Skyway Gardens II water infrastructure. (J. Stokes, City Council)
4. Discuss updates regarding the purchase of generators. (J. Stokes, City Council)
5. Discuss the status of hiring a Director of Finance and a Director of Utilities. (J. Stokes, City Council)





**CITY COUNCIL**  
**MEETING AGENDA ITEM COVER MEMO**  
**MAY 9, 2023**

---

**INFORMATION OR DISCUSSION**

---

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

---

**BACKGROUND**

---

- NONE.

---

**SUPPORTING MATERIALS**

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- Slide Presentation.

---

**STAFF RECOMMENDATION**

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- NONE.

MAY 9TH - 2023

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# ALPINE PARKS AND RECREATION



Quarterly Update

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## PARTNERS OF THE PARKS



### BBPARKS (BIG BEND PARKS & REC FOR KIDS)

Took part in the Earth Day event and it was a successful fundraiser. Began discussion with the community around Pueblo Nuevo to talk about their next project. Held their Annual Community Meeting on May 6th to discuss plans for the upcoming year.



### KEEP ALPINE BEAUTIFUL

Hosted the Earth Day event downtown at the Farmer's Market which was a great success. Hosted clean-up with the Texas Master Naturalists on the east entrance to town in April.

---



---

## PARTNERS OF THE PARKS



### BBPARKS (BIG BEND PARKS & REC FOR KIDS)

Took part in the Earth Day event and it was a successful fundraiser. Began discussion with the community around Pueblo Nuevo to talk about their next project. Held their Annual Community Meeting on May 6th to discuss plans for the upcoming year.



### KEEP ALPINE BEAUTIFUL

Hosted the Earth Day event downtown at the Farmer's Market which was a great success. Hosted clean-up with the Texas Master Naturalists on the east entrance to town in April.

---



**CITY COUNCIL**  
**MEETING AGENDA ITEM COVER MEMO**  
**MAY 9, 2023**

---

**INFORMATION OR DISCUSSION**

---

2. Continue the discussion regarding the approval of a letter of support for the H2 Hydrogen Hub. (C. Eaves, Mayor)
3. Discuss updates on the feasibility study for the proposed Skyway Gardens II water infrastructure. (J. Stokes, City Council)
4. Discuss updates regarding the purchase of generators. (J. Stokes, City Council)
5. Discuss the status of hiring a Director of Finance and a Director of Utilities. (J. Stokes, City Council)

---

**BACKGROUND**

---

- NONE.

---

**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 the first reading of Ordinance 2023-05-01, an ordinance annexing the proposed Skyway Gardens II development that is adjacent and contiguous territory to the City legally described as 5.000 acres out of Section 102, Block 9, Brewster County, Texas, being a portion of that certain 10.0 acre tract described in Volume 314, Page 453, Official Public Records of Brewster County, Texas; Approving a service plan for the annexed area; Approving a development agreement between the developer and the City; Providing findings of fact; Providing cumulative and severability clauses; Providing an effective date. (M. Antrim, City Manager)
2. Approve the first reading of Ordinance 2023-05-02, an ordinance amending Chapter 10 - Animals to the Alpine Code of Ordinances; Establishing a uniform fee structure for all Animal Services Fees; Amending Permit Requirements for Kennels, private boarding, boarding as a business, raisers, or breeders of dogs, cats, and other animals. (M. Antrim, City Manager)
3. Approve Resolution 2023-05-02, a resolution adopting a swimming pool fee schedule for the Fiscal Year 2023 for the Alpine Municipal Swimming Pool. (M. Antrim, City Manager)
4. Approve a letter of support for the City to participate in the Smithsonian Traveling Exhibit. (M. Antrim, City Manager)
5. Approve Special Use Permit 2023-04-03, a Special Use Permit for the purpose of allowing the applicant, Cactus If You Can, LLC, to obtain a Mixed Beverage license/permit from the Texas Alcoholic Beverage Commission to establish a bar at the subject property. The property in question is located at 102 E Murphy. The Property ID of the subject property is 12107. The record property owner is Hotel Ritchey LLC. (M. Antrim, City Manager)
6. Approve the Interlocal Agreement with Brewster County establishing the Alpine Emergency Services Board for management of the Alpine Volunteer Fire Department. (M. Antrim, City Manager)
7. Approve the appointment of Aaron Rodriguez, Stacey Wood, and Albert Benitez to be representatives of the City to the Alpine Emergency Services Board. (M. Antrim, City Manager)



**CITY COUNCIL**  
**MEETING AGENDA ITEM COVER MEMO**  
**MAY 9, 2023**

To: Honorable Mayor and City Council  
Agenda Item: Action Item 1 – Ordinance 2023-05-01  
Agenda Sponsor: Megan Antrim, City Manager  
Memo Prepared By: Geoffrey R. Calderon, City Secretary

---

**SYNOPSIS**

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Approve the first reading of Ordinance 2023-05-01, an ordinance annexing the proposed Skyway Gardens II development that is adjacent and contiguous territory to the City legally described as 5.000 acres out of Section 102, Block 9, Brewster County, Texas, being a portion of that certain 10.0 acre tract described in Volume 314, Page 453, Official Public Records of Brewster County, Texas; Approving a service plan for the annexed area; Approving a development agreement between the developer and the City; Providing findings of fact; Providing cumulative and severability clauses; Providing an effective date. (M. Antrim, City Manager)

---

**BACKGROUND**

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- The City Council approved Resolution 2023-02-14 on February 21, 2023, which formally approved support for the proposed Skyway Gardens II development located at the Southeast Corner of S. Walker Street and Lechuguilla. After approval of Resolution 2023-02-14, the developer submitted the official request for annexation of the property into the City.
- On February 28, 2023, the City Secretary sent a draft resolution of 2023-03-01, a resolution initiating annexation proceedings for the subject property, to the City Attorney for review. The City Secretary also forwarded a draft *Municipal Services Agreement* and advised him of concerns regarding some of the items in the agreement and needed his legal opinion and input on the agreement. The City Secretary also advised him that a development agreement was needed.
- The request to the City Attorney confirmed the schedule for the annexation proceedings and advised that both the *Municipal Services Agreement* and *Development Agreement* would be due by 5:00 p.m. on Tuesday, March 28, 2023 (one month later), in order to meet the deadlines in the resolution. The City Attorney acknowledged receipt of the request.
- The City Council approved Resolution 2023-03-01 on March 7, 2023, which initiated annexation proceedings for the subject property.

- The *Municipal Services Agreement* and *Development Agreement* were not sent by the City Attorney by the March 28<sup>th</sup> deadline, which caused a delay in the scheduled first reading of the annexation ordinance (previously scheduled for April 4, 2023) by the City Council.
- The City Manager and City Secretary both agreed that a new resolution would be required to increase transparency. All public hearings, publications, and public notice deadlines would be rescheduled accordingly.
- Resolution 2023-04-21 was approved by the City Council on April 18, 2023. This resolution set the dates of the annexation proceedings and provided drafts of the *Municipal Services Agreement* and *Development Agreement*.
- The City Attorney confirmed that annexing the property as R-3 Apartment District would be the best course of action since the Council has an approved resolution declaring the intent of annexation for an apartment district development.
- Notice of the preliminary and final readings was posted on the City website on April 28<sup>th</sup>, and a news article with the public notice was posted on May 4<sup>th</sup>.
- Notice of the preliminary and final readings was published in the Alpine Avalanche in the May 4<sup>th</sup> edition.
- 19 Letters were sent to surrounding property owners within 200 feet of the subject property, in accordance with Ordinance 2023-02-01. None were returned as undeliverable as of the packet completion date.

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### **SUPPORTING MATERIALS**

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1. Ordinance 2023-05-01.
  - a. Exhibit "A" Municipal Service Plan.
  - b. Exhibit "B" Development Agreement.
2. Requested Revisions from Skyway Gardens Counsel.

---

### **STAFF RECOMMENDATION**

---

**APPROVE.**



STATE OF TEXAS

CITY OF ALPINE

COUNTY OF BREWSTER

**ORDINANCE 2023-05-01**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS ANNEXING THE PROPOSED SKYWAY GARDENS II DEVELOPMENT THAT IS ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY LEGALLY DESCRIBED AS 5.000 ACRES OUT OF SECTION 102, BLOCK 9, BREWSTER COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 10.0 ACRE TRACT DESCRIBED IN VOLUME 314, PAGE 453, OFFICIAL PUBLIC RECORDS OF BREWSTER COUNTY, TEXAS; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE DEVELOPER AND THE CITY; PROVIDING FINDINGS OF FACT; PROVIDING CUMULATIVE AND SEVERABILITY CLAUSES; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Alpine, Texas (“the City”) is a home rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

**WHEREAS**, the owner of the property, as hereinafter described, has made a written request for the City to annex such property in compliance with the Texas Local Government Code; and

**WHEREAS**, the property is adjacent contiguous with the corporate city limits of Alpine and the City Council has initiated annexation proceedings with the passage of Resolution 2023-04-21; and

**WHEREAS**, two separate public hearings were conducted, the second of which was published in the official newspaper of the City not more than twenty nor less than 10 days prior to the public hearing in accordance with § 43.0673 of the Texas Local Government Code; and

**WHEREAS**, a letter to the Alpine Independent School District was sent not more than twenty nor less than 10 days prior to the public hearing in accordance with § 43.095 of the Texas Local Government Code; and

**WHEREAS**, letters were sent to surrounding property owners within 200 feet of the proposed annexation site in accordance with Chapter 9 of the Alpine Code of Ordinances.

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



**SECTION I.  
FINDINGS OF FACT**

All of the premises in this ordinance are hereby found to be true and correct legislative and factual findings of the City Council of the City of Alpine and are hereby approved and incorporated herein as findings of fact.

**SECTION II.  
REQUEST OF LANDOWNERS**

The request and petition of the landowner to annex Lots two through twelve, Block One, Allen Addition, has been duly accepted by the City Council of Alpine, Texas, in accordance with Subchapter C-3 of Chapter 43 of the Local Government Code.

**SECTION III.  
ANNEXATION OF PROPERTY**

The following described property (hereinafter referred to as the "Annexed Property") is hereby annexed into the corporate city limits of Alpine, Texas:

5.000 ACRES OUT OF SECTION 102, BLOCK 9, BREWSTER COUNTY,  
TEXAS, BEING A PORTION OF THAT CERTAIN 10.0 ACRE TRACT  
DESCRIBED IN VOLUME 314, PAGE 453, OFFICIAL PUBLIC RECORDS  
OF BREWSTER COUNTY, TEXAS

**SECTION IV.  
MUNICIPAL SERVICE PLAN**

The Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof, and attached hereto as Exhibit "A." The future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan, and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which be hereafter adopted.

**SECTION V.  
DEVELOPMENT AGREEMENT**

The development agreement submitted herewith is hereby approved as part of this Ordinance, made a part hereof, and attached hereto as Exhibit "B."

**SECTION VI.  
ZONING**

The Annexed Property shall be zoned R-3 Apartment District as provided in the City Zoning Ordinance.

**SECTION VII.  
BOUNDARY MAP**

The official map and boundaries of the City, as adopted and amended, are hereby amended to include the Annexed Property as part of the City of Alpine.

**SECTION VIII.  
CUMULATIVE CLAUSE**

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

**SECTION IX.  
SEVERABILITY CLAUSE**

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

**SECTION X  
PROPER NOTICE AND MEETING**

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

**SECTION XI  
EFFECTIVE DATE**

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

**PASSED AND ADOPTED THIS 16<sup>TH</sup> DAY OF MAY 2023 BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.**

**INTRODUCTION AND FIRST READING**

**MAY 9, 2023**

**APPROVED:**

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

**SECOND AND FINAL READING**

**MAY 16, 2023**

**ATTEST:**

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

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Rod Ponton, City Attorney

# EXHIBIT “A”



## AGREEMENT FOR THE PROVISION OF MUNICIPAL SERVICES FOR ANNEXATION OF AREA ON REQUEST OF OWNERS

This Agreement for the Provision of Municipal Services is made and entered into on May 16, 2023, and becomes effective on the date that the City of Alpine agrees by a majority vote of its governing body to annex the proposed area in this Agreement as requested by the Property Owners. (“Effective Date”). This Agreement may be executed in counterparts among the City of Alpine, Texas, hereinafter called “City” and Van Neie, Sue Neie, as well as prospective owner, Skyway Gardens, Ltd. (“Skyway Gardens”), hereinafter three non-City parties jointly called “Owner,” each of which duplicate copies shall have the full force and dignity as an original.

This Agreement relates to an area of land that has been requested by the owner to be annexed into the city limits of the City of Alpine (“annexed area”). This area is depicted in the attached map (“annexation area”) and is legally described as:

*“5.000 acres out of Section 102, Block 9, G.H. & S.A. Ry. Co. Surveys, Brewster County, Texas, Being a portion of that certain 10.0 acre tract described in Volume 314, Page 453 Official Public Records of Brewster County, Texas.”*

In accordance with Texas Local Government Code 43.0672, this Agreement provides for the provisions of municipal services in the annexed area no later than 2.5 years after the effective date of the annexation, unless certain services cannot reasonably be provided within that period and the City proposes a schedule for providing those services.

### **A. SERVICES TO BE PROVIDED TO THE ANNEXED AREA ON THE EFFECTIVE DATE OF THE ANNEXATION ARE:**

- (1) **POLICE:** The City of Alpine Police Department will provide police protection.
- (2) **FIRE:** The Alpine Volunteer Fire Department will provide fire protection and suppression through its existing fire station.
- (3) **EMERGENCY MEDICAL SERVICES:** The City of Alpine currently has a contract with Elite Medical Air Transport, LLC, DBA Emergent Air to provide emergency medical services.

- (4) **BUILDING SERVICES:** The Building Services Department will provide Building Services and Code Enforcement services upon annexation. This includes issuing building, electrical, and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulate building construction within the City of Alpine.
- (5) **PLANNING & ZONING:** The Planning & Zoning division of the Building Services Department is responsible for regulating development and land use through the administration of the City of Alpine Zoning Ordinance, which will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the City of Alpine Subdivision Ordinance and any other applicable city ordinances.
- (6) **SOLID WASTE COLLECTION:** The City of Alpine has a contract with Texas Disposal Systems to provide solid waste collection services to utility customers within the City limits.
- (7) **WATER AND WASTEWATER:** Water and Wastewater services will be provided by the City to the annexed area. Skyway Gardens will construct all water and sewer infrastructure within the development to city standards.
- (8) **NATURAL GAS:** Natural Gas Services will be provided by the City to the annexed area. Skyway Gardens will construct all gas infrastructure within the development, to City standards.
- (9) **ROADS AND STREETS:** The City will maintain public roads and streets over which the City has jurisdiction. Roads, streets, or alleyways which are dedicated to and accepted by the City of Alpine, Texas, or which are owned by the City of Alpine, Texas, shall be maintained to the same degree and extent that other roads, streets, and alleyways are maintained in the City. Skyway Gardens will complete all unfinished roads and drainage to city standards before such roads and drainage is transferred to and accepted by the City.
- (10) **LIGHTING:** The lighting of public roads, streets, and alleyways shall be maintained by the applicable utility company servicing the City. The City of Alpine will coordinate any request for improved public street lighting with the local electric provider in accordance with the standard city policy.
- (11) **DRAINAGE:** Skyway Gardens will develop a drainage plan acceptable to City, and construct any such drainage improvements necessary to inhibit street flooding.
- (12) **PARKS, PLAYGROUNDS, AND SWIMMING POOLS:** There are no public recreational facilities in the annexation area including parks, playgrounds, or swimming pools.
- (13) **OTHER PUBLICLY OWNED FACILITY, BUILDING, OR SERVICE:** Currently, there are no other publicly-owned facilities, buildings, or services identified in the annexation area.
- (14) **OTHER MUNICIPAL SERVICES:** Excluding electric services, all other City Departments with jurisdiction in the area will provide services according to City policy and procedure.

**B. CAPITAL IMPROVEMENT PROGRAM PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 43.056(E).**

- (1) **POLICE:** No capital improvements are necessary at this time to provide police services.
- (2) **FIRE:** No capital improvements are necessary at this time to provide fire services. Skyway Gardens will install fire hydrants within the development.
- (3) **EMERGENCY MEDICAL SERVICES:** No capital improvements are necessary at this time to provide emergency medical services.
- (4) **SOLID WASTE COLLECTION:** No capital improvements are necessary at this time to provide solid waste collection services.
- (5) **WATER:** No new capital improvements by the City will be required to provide water services to the area. If additional waterline development becomes necessary, the City and developer will jointly plan such improvements, and developer will pay its pro rata share of the costs of such upgrade or improvement.
- (6) **WASTEWATER:** No new capital improvements will be required to provide waste water services to the area. If additional sewer line capacity is needed, developer will construct and pay for such improvement. If a pump station is needed for sewer delivery, such will be constructed and paid for by developer.
- (7) **NATURAL GAS:** No new capital improvements will be required to provide natural gas services to the area.
- (8) **ROADS AND STREETS:** No new road or street-related capital improvements are necessary at this time. In general, the City will acquire control of all public roads and public streets within the annexed area upon annexation. Future extensions of roads or streets and future installation of related facilities, such as traffic control devices, will be governed by the City's standard policies and procedures.
- (9) **LIGHTING:** No capital improvements are necessary at this time to provide services. Lighting in new and existing subdivisions will be installed and maintained in accordance with the applicable standard policies and procedures.
- (10) **PARKS, PLAYGROUNDS, AND SWIMMING POOLS:** No capital improvements are necessary at this time to provide services.
- (11) **OTHER PUBLICLY OWNED FACILITIES, BUILDINGS, OR SERVICES:** In general, other City functions and services and the additional services described above can be provided for the annexed area by using existing capital improvements, except for necessary water and wastewater capital improvements.
- (12) **CAPITAL IMPROVEMENTS PLANNING:** The annexed area will be included with the other

territory in connection with the planning for new or expanded facilities, functions, and services as part of the City's Capital Improvement Plan

#### **C. EFFECTIVE TERM**

This Agreement shall be in effect for a ten-year period commencing on the effective date of the annexation unless otherwise stated in this Plan. Renewal of the Agreement shall be at the option of the City. A renewal of this Agreement may be exercised by the City Council provided the renewal is adopted by ordinance and specifically renews this Agreement for a stated period of time.

#### **D. SPECIAL FINDINGS**

The City Council of the City of Alpine, Texas, finds and determines that this Agreement will not provide any fewer services or a lower level of services in the annexation area than were in existence in the annexation area at the time immediately preceding the annexation process. The Plan will provide the annexed area with a level of service, infrastructure, and infrastructure maintenance that is comparable to the level of service, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the annexed area.

The City reserves the right guaranteed to it by the Texas Local Government Code to amend this Plan if the City Council determines that changed conditions or subsequent occurrences or any other legally sufficient circumstances exist under the Local Government Code or other Texas laws to make this Agreement unworkable or obsolete or unlawful.

#### **E. GOVERNING LAW**

This Agreement may not be amended or repealed except as provided by the Texas Local Government Code or other controlling law. Neither changes in the methods or means of implementing any part of the service programs nor changes in the responsibilities of the various departments of the City shall constitute amendments to this Agreement, and the City reserves the right to make such changes. This Agreement is subject to and shall be interpreted in accordance with the Constitution and laws of the United States of America and the State of Texas, the Texas Local Government Code, and the orders, rules, and regulations of governmental bodies and officers having jurisdiction.

#### **F. FORCE MAJEURE**

In case of an emergency, such as force majeure as that term is defined in this Agreement, in which the City is forced to temporarily divert its personnel and resources away from the annexed area for humanitarian purposes or protection of the general public, the City obligates itself to take all reasonable measures to restore services to the annexed area of the level described in this Plan as soon as reasonably possible. Force Majeure shall include, but not be limited to, acts of God, acts of the public enemy, war, blockages, insurrection, riots, pandemics, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrest and restraint of government, explosions, collisions and other inability of the City, whether similar to those enumerated or otherwise, which is not within the control of the City.

#### **G. LEVEL OF SERVICE**

The City will provide municipal services" in the annexed area in the manner and time required by Texas Local Government Code 43.056. Nothing in this Agreement shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed area if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service. The City of Alpine will provide services to the newly annexed area in







SUE LYNN NEIE

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_\_ day  
of \_\_\_\_\_, 2023.

NOTARY PUBLIC, State of Texas

Printed Name: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**SKYWAY GARDENS, LTD**  
**PROSPECTIVE OWNER**

**Roy Lopez, Authorized Representative**

The State of Texas                         §  
County of \_\_\_\_\_ §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas on this day personally appeared **Roy Lopez** known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said **Roy Lopez**, and that he executed the same for the purposes and consideration therein expressed and in the capacity herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_\_ day  
of \_\_\_\_\_, 2023.

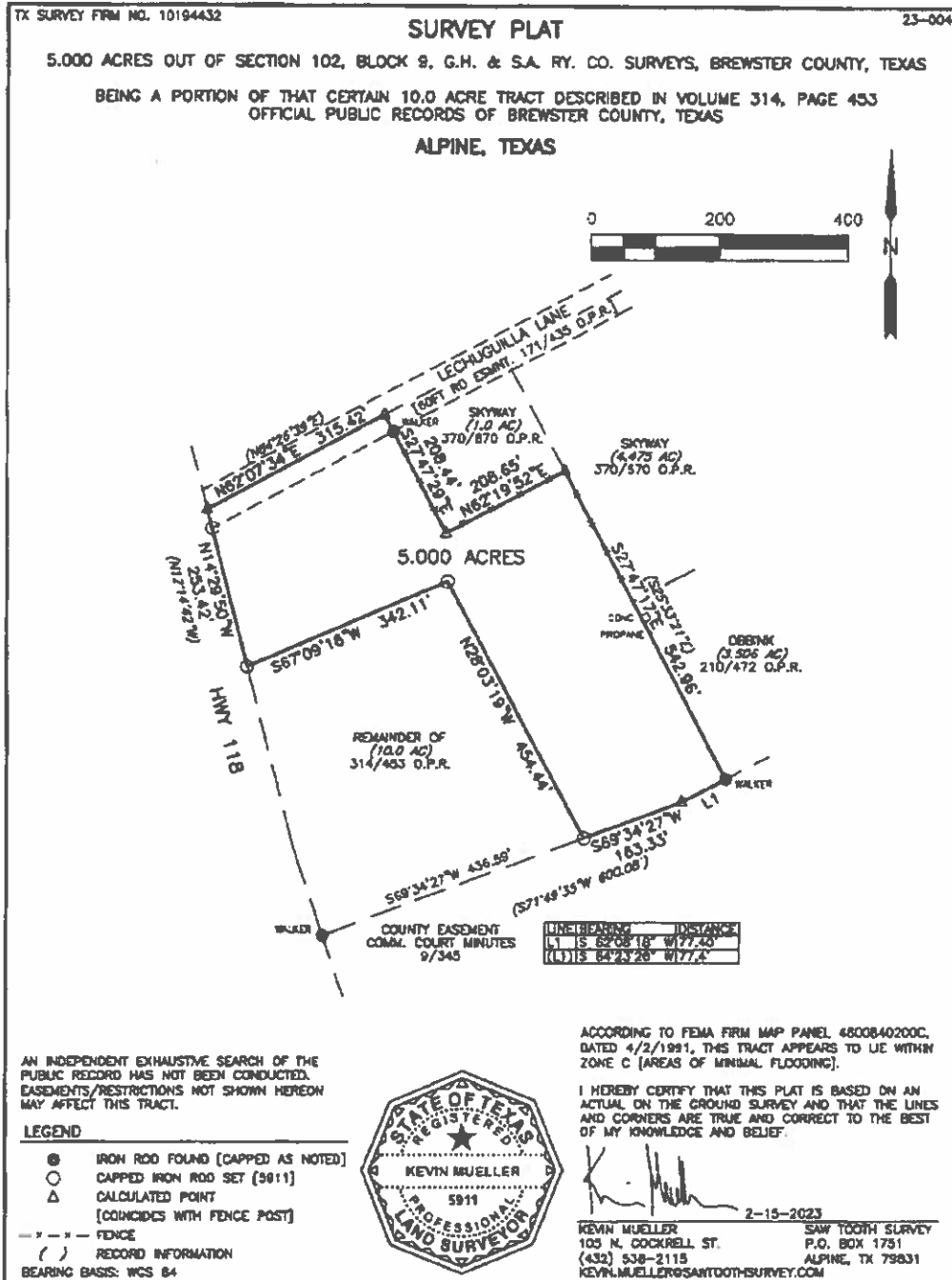
[Seal]

NOTARY PUBLIC, State of Texas

Printed Name: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

# MAP OF AREA PROPOSED FOR ANNEXATION ON REQUEST BY PROPERTY OWNERS



# EXHIBIT "B"

## DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is executed by and between SKYWAY GARDENS, LTD., a Texas limited liability company (the "Developer"), its successors, transferees, and assigns, and the CITY OF ALPINE, TEXAS (the "City"), concerning expansion of the Skyway Gardens development project over the area depicted on Exhibit A (plat) and Exhibit B (metes and bounds description), (the "Development").

The Developer and City hereby agree to the following:

1. Previous Agreement. Developer will complete all provisions that remain outstanding in that March 20, 2019, Development Agreement executed by Developer and City concerning the original Skway Gardens Development, to include completion of Road Improvement therein described to meet City standards.

2. Water. The City will provide the Development with retail water service. The Developer will construct an off-site water main extension to City standards, from the Development to the City's existing water main located on the North side of Lechugilla Street (the "Off-Site Water Extension"), as shown on the Utility Site Plan (the "USP"). The Off-Site Water Extension will be conveyed and dedicated to the City at no cost, and thereafter the City will own, operate and maintain the Off-Site Water Extension. Developer will construct all on-site water facilities required to serve the Development, including water storage tanks, a pump station, and a backflow prevention valve (collectively, the "On-Site Water System"). Developer's On-Site Water System will be designed and operated to provide adequate water pressure for fire hydrant and to Skyways Gardens residents. Developer will construct, operate and maintain the On-Site Water System in accordance with all applicable local, state and federal laws. City will operate and maintain the city-owned water system in accordance with all applicable local, state and federal laws.

3. Sewer. The City will provide the Development with retail sewer service. The Developer will construct an off-site sewer main extension to City standards, from the Development to the City's existing sewer main located on the North side of Lechugilla Street (the "Off-Site Sewer Extension"), as shown on the USP. The Off-Site Sewer Extension will be conveyed and dedicated to the City at no cost, and thereafter the City will own, operate and maintain the Off-Site Sewer Extension. Developer will construct all on-site sewer facilities required to serve the Development, including a sewer pump station and force main (collectively, the "On-Site Sewer System"). Developer will construct, operate and maintain the On-Site Sewer System in accordance with all applicable local, state and federal laws.

5. Gas. The City will provide the Development with retail gas service. The Developer will construct an off-site gas main extension to City standards, from the Development to the City's existing gas main located on the North side of Lechugilla Street (the "Off-Site Gas Extension"), as shown on the USP. The City will own, operate and maintain the Off-Site Gas Extension. Developer will construct all on-site gas facilities required to serve the Development (the "On-Site Gas System"). Developer will construct, operate and maintain the On-Site Gas System in accordance with all applicable local, state and federal laws.

6. Roads. In addition to the Roads provision contained in the Previous Agreement described in Section 1 above, the Developer will complete to City Standards all roads, streets, or alleyways within the Development, to include adequate drainage thereof. The City and Developer will cooperate to ensure all roads, streets and alleyways are constructed to City said standards. Once completed to City standards, all roads, streets, and alleyways built by Developer and intended for City maintenance will be dedicated by Developer to the City at no cost, and thereafter the City will maintain said roads, streets, and alleyways to

the same degree and extent that other roads, streets, and alleyways are maintained in the City. All road development to be undertaken by Developer under this Agreement and the Previous Agreement will be completed prior to the end of construction.

7. Drainage. The Developer, in cooperation with the City, will develop a drainage plan acceptable to the City. The Developer will construct any such drainage improvements necessary to inhibit street flooding.

8. Inspections. The Development's engineers shall inspect and certify that the water, sewer, gas, and road improvements described herein are built to City standards, at Developer's cost. The City's inspectors must also inspect and approve the improvements.

9. Electric. City will work with and assist Developer to ensure that off-site electric service is installed within 180 days of the date of this Agreement.

10. Permits and plat approvals. The Developer may continue work on demolition and removal of existing pipes and RV infrastructure of the property and other earthwork after execution of this agreement. The developer may not commence vertical or utility construction on the property until the Skyway Gardens amended plat has been approved by the Alpine city council at its regularly scheduled meeting on Tuesday, October 1, 2019. Upon plat approval by the city council the building permits previously issued to Developer will be reinstated immediately without further review, delay, or cost..

**CITY OF ALPINE**

By: \_\_\_\_\_  
Megan Antrim  
Its: City Manager  
Date: \_\_\_\_\_

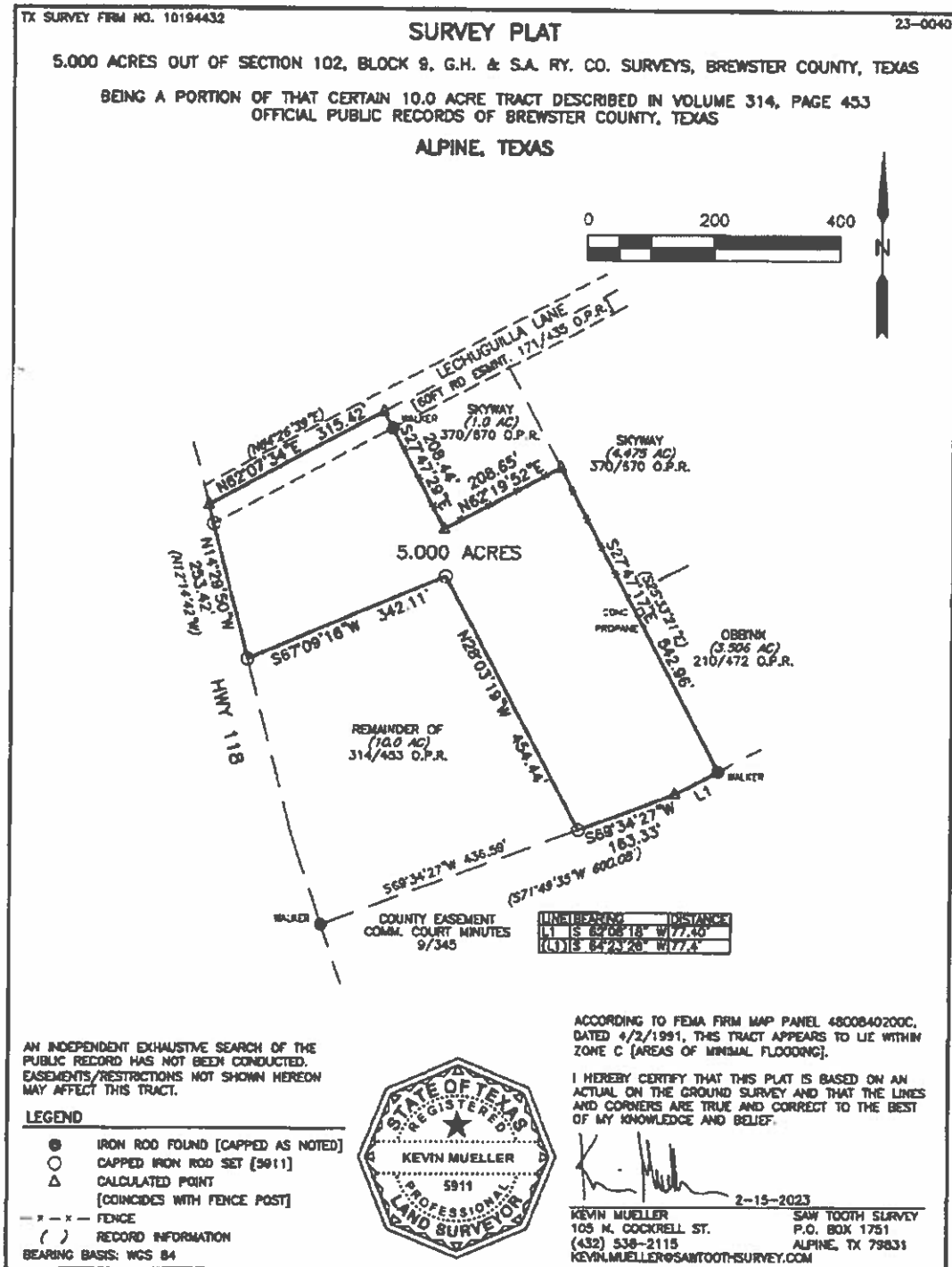
**SKYWAY GARDENS, LTD.**

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Rod Ponton, City Attorney

# EXHIBIT "A"



## EXHIBIT "B"

SAW TOOTH SURVEY  
FORM NO. 10194432

SECTION 102, BLOCK 9, G.H. & S.A. RY CO.  
BREWSTER COUNTY, TEXAS

23-0040

### 5.000 ACRES

5.000 ACRES OUT OF SECTION 102, BLOCK 9, G.H. & S.A. RY CO. SURVEYS, BREWSTER COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 10.0 ACRE TRACT DESCRIBED IN VOLUME 314, PAGE 453, OFFICIAL PUBLIC RECORDS OF BREWSTER COUNTY, TEXAS, SAID 5.000 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a capped iron rod [WALKER] found for the southeast corner of said 10.0 acre tract and **POINT OF BEGINNING** of the herein described tract;

**THENCE** with the south line of said 10.0 acre tract the following two (2) courses:

- 1) S 62°08'18" W, a distance of 77.40 feet to a calculated point coinciding with a fence post, and
- 2) S 69°34'27" W, a distance of 163.33 feet to a capped iron rod [5911] set for the southernmost southwest corner of the herein described tract, from which a capped iron rod [WALKER] found for the southwest corner of said 10.0 acre tract bears, S 69°34'27" W, a distance of 436.59 feet;

**THENCE** over and across said 10.0 acre tract the following two (2) courses:

- 1) N 28°03'19" W, a distance of 454.44 feet to a capped iron rod [5911] set for a re-entrant corner of the herein described tract, and
- 2) S 67°09'16" W, a distance of 342.11 feet to a capped iron rod [5911] set in the east right-of-way line of Hwy 118 for the northernmost southwest corner of the herein described tract;

**THENCE** with the east right-of-way line of said Hwy 118, N 14°29'50" W, at 222.58 feet passing a capped iron rod [5911] set in the south line of Lechugilla Lane (60-ft road easement described in Volume 171, Page 453, Official Public Records of Brewster County, Texas), for a total distance of 253.42 feet to a calculated point in the center line of said road easement for the northwest corner of the herein described tract;

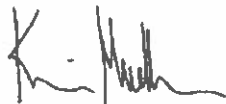
**THENCE** with the center line of said road easement, N 62°07'34" E, a distance of 315.42 feet to a calculated point for the northernmost northeast corner of the herein described tract;

**THENCE** over and across said 10.0 acre the following two (2) courses:

- 1) with the west line of that certain 1.0 acre tract described in Volume 370, Page 570, Official Public Records of Brewster County, Texas, S 27°47'29" E, at 30.00 feet passing a capped iron rod [WALKER] found witnessing the northwest corner of said 1.0 acre tract, for a total distance of 208.44 feet to a calculated point coinciding with a fence post found for a re-entrant corner of the herein described tract and southwest corner of said 1.0 acre tract, and
- 2) with the south line of said 1.0 acre tract, N 62°19'52" E, a distance of 208.65 feet to a calculated point coinciding with a fence post found in the east line of said 10.0 acre tract for the southernmost northeast corner of the herein described tract;

**THENCE** with the east line of said 10.0 acre tract, S 27°47'17" E, a distance of 542.96 feet to the **POINT OF BEGINNING** of the herein described tract, containing 5.000 ACRES of land, more or less.

I, Kevin Mueller, do hereby certify that this description was prepared from a survey performed under my supervision during February of 2023, and is true and correct to the best of my knowledge.



2-15-2023

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



## SUPPORTING MATERIALS

### 2. Requested Revisions from Skyway Gardens Counsel.





### AGREEMENT FOR THE PROVISION OF MUNICIPAL SERVICES FOR ANNEXATION OF AREA ON REQUEST OF OWNERS

This Agreement for the Provision of Municipal Services is made and entered into on May 16, 2023, and becomes effective on the date that the City of Alpine agrees by a majority vote of its governing body to annex the proposed area in this Agreement as requested by the Property Owners. ("Effective Date"). This Agreement may be executed in counterparts among the City of Alpine, Texas, hereinafter called "City" and Van Neie, Sue Neie, as well as prospective owner, Skyway Gardens, Ltd. ("Skyway Gardens"), hereinafter three non-City parties jointly called "Owner," each of which duplicate copies shall have the full force and dignity as an original.

This Agreement relates to an area of land that has been requested by the owner to be annexed into the city limits of the City of Alpine ("annexed area"). This area is depicted in the attached map ("annexation area") and is legally described as:

*"5.000 acres out of Section 102, Block 9, G.H. & S.A. Ry. Co. Surveys, Brewster County, Texas, Being a portion of that certain 10.0 acre tract described in Volume 314, Page 453 Official Public Records of Brewster County, Texas."*

In accordance with Texas Local Government Code 43.0672, this Agreement provides for the provisions of municipal services in the annexed area no later than 2.5 years after the effective date of the annexation, unless certain services cannot reasonably be provided within that period and the City proposes a schedule for providing those services.

**A. SERVICES TO BE PROVIDED TO THE ANNEXED AREA ON THE EFFECTIVE DATE OF THE ANNEXATION ARE:**

- (1) **POLICE:** The City of Alpine Police Department will provide police protection.
- (2) **FIRE:** The Alpine Volunteer Fire Department will provide fire protection and suppression through its existing fire station.
- (3) **EMERGENCY MEDICAL SERVICES:** The City of Alpine will provide emergency medical services. The City currently has a contract with Elite Medical Air Transport, LLC, DBA Emergent Air to provide emergency medical services.

- (4) **BUILDING SERVICES:** The City of Alpine Building Services Department will provide ~~Building Services and Code Enforcement~~ building services ~~upon annexation and code enforcement services.~~ This includes issuing building, electrical, and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulate building construction within the City of Alpine.
- (5) **PLANNING & ZONING:** The City of Alpine Planning & Zoning division of the Building Services Department ~~is will be~~ responsible for regulating development and land use through the administration of the City of Alpine Zoning Ordinance, ~~which will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the City of Alpine and~~ Subdivision Ordinance and any other applicable city ordinances.
- (6) **SOLID WASTE COLLECTION:** The City of Alpine ~~will provide solid waste collection services.~~ The City currently has a contract with Texas Disposal Systems to provide solid waste collection services to utility customers within the City limits.
- (7) **WATER AND WASTEWATER:** ~~Water and Wastewater services will be provided by the~~ The City ~~to the annexed area. Skyway Gardens will construct all~~ will provide retail water and sewer infrastructure within the development to city standards ~~wastewater services.~~
- (8) **NATURAL GAS:** ~~Natural Gas Services will be provided by the City to the annexed area. Skyway Gardens will construct all gas infrastructure within the development, to City standards.~~ NATURAL GAS: The City will provide retail natural gas services.
- (9) **ROADS AND STREETS:** The City will maintain public roads and streets over which the City has jurisdiction. Roads, streets, or alleyways which are dedicated to and accepted by the City of Alpine, Texas, or which are owned by the City of Alpine, Texas, shall be maintained to the same degree and extent that other roads, streets, and alleyways are maintained in the City. ~~Skyway Gardens will complete all unfinished roads and drainage to city standards before such roads and drainage is transferred to and accepted by the City limits~~
- (10) **LIGHTING:** The lighting of public roads, streets, and alleyways shall be maintained by the applicable utility company servicing the City. The City of Alpine will coordinate any request for improved public street lighting with the local electric provider in accordance with the standard city policy.
- (11) **DRAINAGE:** ~~Skyway Gardens~~ The City will develop a drainage plan ~~acceptable to City, and construct any such drainage improvements necessary to inhibit street flooding on Lechugilla Street.~~
- (12) **PARKS, PLAYGROUNDS, AND SWIMMING POOLS:** There are no public recreational facilities in the annexation area including parks, playgrounds, or swimming pools.
- (13) **OTHER PUBLICLY OWNED FACILITY, BUILDING, OR SERVICE:** Currently, there are no other publicly-owned facilities, buildings, or services identified in the annexation area.
- (14) **OTHER MUNICIPAL SERVICES:** Excluding electric services, all other City Departments with

jurisdiction in the area will provide services according to City policy and procedure.

**B. CAPITAL IMPROVEMENT PROGRAM PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 43.056(E).**

- (1) **POLICE:** No capital improvements are necessary at this time to provide police services.
- (2) **FIRE:** No capital improvements are necessary at this time to provide fire services. ~~Skyway Gardens will install fire hydrants within the development.~~
- (3) **EMERGENCY MEDICAL SERVICES:** No capital improvements are necessary at this time to provide emergency medical services.
- (4) **SOLID WASTE COLLECTION:** No capital improvements are necessary at this time to provide solid waste collection services.
- (5) **WATER:** No new capital improvements by the City ~~will be required to provide water services to the area. If additional waterline development becomes necessary, the City and developer will jointly plan such improvements, and developer will pay its pro rata share of the costs of such upgrade or improvement are required to provide retail water services.~~
- (6) **WASTEWATER:** No new capital improvements ~~will be~~ required to provide ~~waste-water~~ services to the area. If additional sewer line capacity is needed, developer will construct and pay for such improvement. If a pump station is needed for sewer delivery, such will be constructed and paid for by developer ~~retail wastewater services.~~
- (7) **NATURAL GAS:** No new capital improvements ~~will be~~ required to provide ~~retail~~ natural gas services ~~to the area.~~
- (8) **ROADS AND STREETS:** No new road or street-related capital improvements are ~~necessary~~ required at this time ~~In general, the, excluding the Road Improvements identified in that certain Development Agreement entered by the City, will acquire control of all public roads and public streets within the annexed area upon annexation. Future extensions of roads or streets and future installation of related facilities, such as traffic control devices, will be governed by the City's standard policies and procedures and Skyway Gardens, Ltd., dated September 20, 2019.~~
- (9) **LIGHTING:** No capital improvements are necessary at this time to provide ~~street lighting~~ services. ~~Lighting in new and existing subdivisions will be installed and maintained~~
- (9)(10) **DRAINAGE.** The City shall endeavor to include the drainage plan referenced in accordance with the applicable standard policies and procedures A.11 above in the City's capital improvements plan.
- (10)(11) **PARKS, PLAYGROUNDS, AND SWIMMING POOLS:** No capital improvements are ~~necessary~~ required at this time ~~to provide services.~~

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~~(11) OTHER PUBLICLY OWNED FACILITIES, BUILDINGS, OR SERVICES:~~ In general,  
~~(12) other City functions and services and the additional services described above can be provided for the annexed area by using existing capital improvements, except for necessary water and wastewater capital improvements.~~

~~(12)(13)~~ **CAPITAL IMPROVEMENTS PLANNING:** The annexed area will be included with the other territory in the City limits in connection with the planning for new or expanded facilities, functions, and services as part of the City's Capital Improvement Plan.

### C. EFFECTIVE TERM

This Agreement shall be in effect for a ten-year period commencing on the effective date of the annexation unless otherwise stated in this Plan. Renewal of the Agreement shall be at the option of the City. A renewal of this Agreement may be exercised by the City Council provided the renewal is adopted by ordinance and specifically renews this Agreement for a stated period of time.

### D. SPECIAL FINDINGS

The City Council of the City of Alpine, Texas, finds and determines that this Agreement will not provide any fewer services or a lower level of services in the annexation area than were in existence in the annexation area at the time immediately preceding the annexation process. The Plan will provide the annexed area with a level of service, infrastructure, and infrastructure maintenance that is comparable to the level of service, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the annexed area.

The City reserves the right guaranteed to it by the Texas Local Government Code to amend this Plan if the City Council determines that changed conditions or subsequent occurrences or any other legally sufficient circumstances exist under the Local Government Code or other Texas laws to make this Agreement unworkable or obsolete or unlawful.

### E. GOVERNING LAW

This Agreement may not be amended or repealed except as provided by the Texas Local Government Code or other controlling law. Neither changes in the methods or means of implementing any part of the service programs nor changes in the responsibilities of the various departments of the City shall constitute amendments to this Agreement, and the City reserves the right to make such changes. This Agreement is subject to and shall be interpreted in accordance with the Constitution and laws of the United States of America and the State of Texas, the Texas Local Government Code, and the orders, rules, and regulations of governmental bodies and officers having jurisdiction.

### ~~F. FORCE MAJEURE~~

~~In case of an emergency, such as force majeure as that term is defined in this Agreement, in which the City is forced to temporarily divert its personnel and resources away from the annexed area for humanitarian purposes or protection of the general public, the City obligates itself to take all reasonable measures to restore services to the annexed area of the level described in this Plan as soon as reasonably possible. Force Majeure shall include, but not be limited to, acts of God, acts of the public enemy, war, blockages, insurrection, riots, pandemics, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts,~~

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### **GF. LEVEL OF SERVICE**

## H.G. REMEDY

City of Alpine  
100 N. 13<sup>th</sup> Street  
Alpine, Texas 79830

**ATTEST:**

Geoffrey R. Calderon, City Secretary

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas on this day personally appeared **CATHERINE EAVES, MAYOR** of Alpine, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the City of Alpine, Texas, a municipal corporation, and that she executed the same as the act and deeds of such corporation for the purposes and consideration therein expressed and in the capacity herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_\_ day  
of \_\_\_\_\_, 2023.

[Seal]

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

Printed Name: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**VAN ARTHUR NEIE JR**  
**PROPERTY OWNER**

\_\_\_\_\_  
VAN ARTHUR NEIE JR

The State of Texas                    §  
County of \_\_\_\_\_ §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas on this day personally appeared **VAN ARTHUR NEIE JR**, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said **VAN ARTHUR NEIE JR**, and that he executed the same for the purposes and consideration therein expressed and in the capacity herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_\_ day  
of \_\_\_\_\_, 2023.

[Seal]

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

Printed Name: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**SUE LYNN NEIE**  
**PROPERTY OWNER**

\_\_\_\_\_  
SUE LYNN NEIE

The State of Texas                    §  
County of \_\_\_\_\_ §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas on this day personally appeared **SUE LYNN NEIE** known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said **SUE LYNN NEIE**, and that he executed the same for the purposes and consideration therein expressed and in the capacity herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_\_ day  
of \_\_\_\_\_, 2023.

[Seal]

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

Printed Name: \_\_\_\_\_

Commission Expires: \_\_\_\_\_



**SKYWAY GARDENS, LTD  
PROSPECTIVE OWNER**

XXXX, Authorized Representative

Printed Name: \_\_\_\_\_

The State of Texas                    §  
County of \_\_\_\_\_           §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas on this day personally appeared XXXX, Skyway Gardens, Ltd., a Texas limited partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said XXXX limited partnership, and that he executed the same for the purposes and consideration therein expressed and in the capacity herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_\_ day  
of \_\_\_\_\_, 2023.

[Seal]

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

Printed Name: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

TX SURVEY FIRM NO. 10184432

23-004

5.000 ACRES OUT OF SECTION 102, BLOCK 2, G.H. & S.A. RY. CO. SURVEYS, BREWSTER COUNTY, TEXAS

BEING A PORTION OF THAT CERTAIN 10.0 ACRE TRACT DESCRIBED IN VOLUME 314, PAGE 433  
OFFICIAL PUBLIC RECORDS OF BREWSTER COUNTY, TEXAS

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## DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is executed by and between SKYWAY GARDENS, LTD., a Texas limited ~~liability company~~partnership (the "Developer"), its successors, transferees, and assigns, and the CITY OF ALPINE, TEXAS (the "City"), concerning expansion of the Skyway Gardens development project over the area depicted on Exhibit A (plat) and Exhibit B (metes and bounds description), (the "Development").

The Developer and City hereby agree to the following:

1. Previous Agreement. Developer will complete all provisions that remain outstanding in that March 20, 2019, Development Agreement executed by Developer and City concerning the original Skway Gardens Development, to include completion of Road Improvement therein described ~~to meet City standards~~.

2. Water. The City will provide the Development with retail water service. The Developer will construct an off-site water main extension to City standards, from the Development to the City's existing water main located on the North side of Lechugilla Street (the "Off-Site Water Extension"), ~~as shown on the Utility Site Plan (the "USP").~~ The Off-Site Water Extension will be conveyed and dedicated to the City at no cost, and thereafter the City will own, operate and maintain the Off-Site Water Extension. Developer will construct all on-site water facilities required to serve the Development, ~~including water storage tanks, a pump station, and a backflow prevention valve~~ (collectively, the "On-Site Water System"). ~~Developer's On-Site Water System will be designed and operated to provide adequate water pressure for fire hydrant and to Skyways Gardens residents.~~ Developer will construct, operate and maintain the On-Site Water System in accordance with all applicable local, state and federal laws. City will operate and maintain the city-owned water system in accordance with all applicable local, state and federal laws.

3. Sewer. The City will provide the Development with retail sewer service. The Developer will construct an off-site sewer main extension to City standards, from the Development to the City's existing sewer main located on the North side of Lechugilla Street (the "Off-Site Sewer Extension"), ~~as shown on the USP.~~ The Off-Site Sewer Extension will be conveyed and dedicated to the City at no cost, and thereafter the City will own, operate and maintain the Off-Site Sewer Extension. Developer will construct all on-site sewer facilities required to serve the Development, ~~including a sewer pump station and force main~~ (collectively, the "On-Site Sewer System"). Developer will construct, operate and maintain the On-Site Sewer System in accordance with all applicable local, state and federal laws. City will operate and maintain the city-owned sewer system in accordance with all applicable local, state and federal laws.

4. Gas. The City will provide the Development with retail gas service. The Developer will construct an off-site gas main extension to City standards, from the Development to the City's existing gas main located on the North side of Lechugilla Street (the "Off-Site Gas Extension"), ~~as shown on~~). The Off-Site Gas Extension will be conveyed and dedicated to the USP. The City at no cost, and thereafter the City will own, operate and maintain the Off-Site Gas Extension. Developer will construct all on-site gas facilities required to serve the Development (the "On-Site Gas System"). Developer will construct, operate and maintain the On-Site Gas System in accordance with all applicable local, state and federal laws. City will operate and maintain the city-owned gas system in accordance with all applicable local, state and federal laws.

6. Roads. ~~In addition to the Roads provision contained in the Previous Agreement described in Section 1 above, the Developer will complete to City Standards all roads, streets, or alleyways within the Development, to include adequate drainage thereof. The City and Developer will cooperate to ensure all roads, streets and alleyways are constructed to City said standards. Once completed to City standards, all roads, streets, and alleyways built by Developer and intended for City maintenance will be dedicated by~~

Developer to the City at no cost, and thereafter the City will maintain said roads, streets, and alleyways to the same degree and extent that other roads, streets, and alleyways are maintained in the City. All road development to be undertaken by Developer under this Agreement and the Previous Agreement will be completed prior to the end of construction.

7. Drainage. The Developer, in cooperation with the City, will develop a drainage plan acceptable to the City. The Developer will construct any such drainage improvements necessary to inhibit street flooding.

85. Roads. The Developer will complete the Road Improvement described in the Previous Agreement referenced Section I above prior to the end of construction of the Development.

6. Drainage. The Developer will construct two ponds on the Development as shown on the drainage plan for the Development. The first pond will be designed to capture stormwater runoff generated on the Development. The second pond will be designed to capture and alleviate some, but not all, of the offsite stormwater generated from lands west of the Development. The City acknowledges and agrees that the second pond is intended to and will capture only some of the stormwater generated offsite from lands west of the Development and is not a comprehensive solution to eliminate the existing drainage problems affecting Lechugilla Street and adjoining properties. Developer will operate and maintain the storage ponds in accordance with all applicable local, state and federal laws. The Developer and City agree to work together and make reasonable efforts to cause the Army Corps of Engineers to clean and remove all obstructions in the existing berm located south of the Development, with neither party making any guaranty to the other that the Army Corps of Engineers will do so.

7. Inspections. The Development's engineers shall inspect and certify that the water, sewer, gas, and road improvements described herein are built to City standards, at Developer's cost. The City's inspectors must also inspect and approve the improvements.

98. Electric. City will work with and assist Developer to ensure that off-site electric service is installed within 180 days of the date of this Agreement.

10. Permits and plat approvals. The Developer may continue work on demolition and removal of existing pipes and RV infrastructure of the property and other earthwork after execution of this agreement. The developer may not commence vertical or utility construction on the property until the Skyway Gardens amended plat has been approved by the Alpine city council at its regularly scheduled meeting on Tuesday, October 1, 2019. Upon plat approval by the city council the building permits previously issued to Developer will be reinstated immediately without further review, delay, or cost.

9. Permits and Plat Approvals. This Development Agreement will constitute a permit for purposes of Chapter 245, Texas Local Government Code, and plats of the Development will comply with the City's current Subdivision Ordinance.

10. Annexation and Zoning. The City agrees to complete annexation of the Development contemporaneously with the execution of this Development Agreement, and to thereafter zone the Development property as R-3.

**CITY OF ALPINE—, TEXAS**

**SKYWAY GARDENS, LTD.**

By: \_\_\_\_\_  
Megan Antrim

By: \_\_\_\_\_  
Printed:

\_\_\_\_\_  
Its: City Manager

Date:\_\_\_\_\_

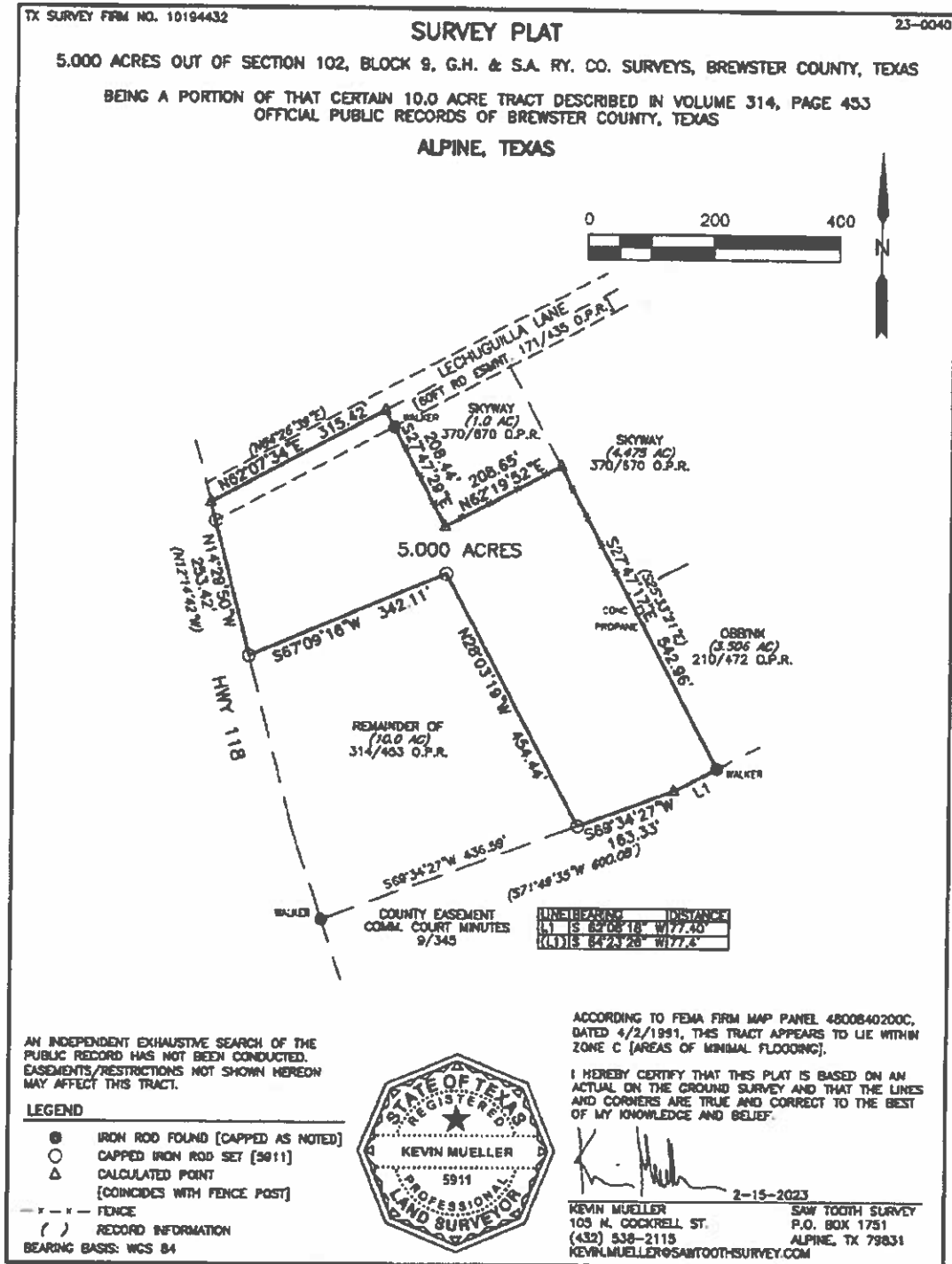
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APPROVED AS TO FORM:

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Rod Ponton, City Attorney

# EXHIBIT "A"





## EXHIBIT "B"

SAW TOOTH SURVEY  
FORM NO 10194432

SECTION 102, BLOCK 9, G.H. & S.A. RY. CO.  
BREWSTER COUNTY, TEXAS

23-0040

### 5.000 ACRES

5.000 ACRES OUT OF SECTION 102, BLOCK 9, G.H. & S.A. RY. CO. SURVEYS, BREWSTER COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 10.0 ACRE TRACT DESCRIBED IN VOLUME 314, PAGE 453, OFFICIAL PUBLIC RECORDS OF BREWSTER COUNTY, TEXAS, SAID 5.000 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a capped iron rod [WALKER] found for the southeast corner of said 10.0 acre tract and POINT OF BEGINNING of the herein described tract;

THENCE with the south line of said 10.0 acre tract the following two (2) courses:

- 1) S 62°08'18" W, a distance of 77.40 feet to a calculated point coinciding with a fence post, and
- 2) S 69°34'27" W, a distance of 163.33 feet to a capped iron rod [5911] set for the southernmost southwest corner of the herein described tract, from which a capped iron rod [WALKER] found for the southwest corner of said 10.0 acre tract bears, S 69°34'27" W, a distance of 436.59 feet;

THENCE over and across said 10.0 acre tract the following two (2) courses:

- 1) N 28°03'19" W, a distance of 454.44 feet to a capped iron rod [5911] set for a re-entrant corner of the herein described tract, and
- 2) S 67°09'16" W, a distance of 342.11 feet to a capped iron rod [5911] set in the east right-of-way line of Hwy 118 for the northernmost southwest corner of the herein described tract;

THENCE with the east right-of-way line of said Hwy 118, N 14°29'50" W, at 222.58 feet passing a capped iron rod [5911] set in the south line of Lechugilla Lane [60-ft road easement described in Volume 171, Page 453, Official Public Records of Brewster County, Texas], for a total distance of 253.42 feet to a calculated point in the center line of said road easement for the northwest corner of the herein described tract;

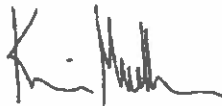
THENCE with the center line of said road easement, N 62°07'34" E, a distance of 315.42 feet to a calculated point for the northernmost northeast corner of the herein described tract;

THENCE over and across said 10.0 acre the following two (2) courses:

- 1) with the west line of that certain 1.0 acre tract described in Volume 370, Page 570, Official Public Records of Brewster County, Texas, S 27°47'29" E, at 30.00 feet passing a capped iron rod [WALKER] found witnessing the northwest corner of said 1.0 acre tract, for a total distance of 208.44 feet to a calculated point coinciding with a fence post found for a re-entrant corner of the herein described tract and southwest corner of said 1.0 acre tract, and
- 2) with the south line of said 1.0 acre tract, N 62°19'52" E, a distance of 208.65 feet to a calculated point coinciding with a fence post found in the east line of said 10.0 acre tract for the southernmost northeast corner of the herein described tract;

THENCE with the east line of said 10.0 acre tract, S 27°47'17" E, a distance of 542.96 feet to the POINT OF BEGINNING of the herein described tract, containing 5.000 ACRES of land, more or less.

I, Kevin Mueller, do hereby certify that this description was prepared from a survey performed under my supervision during February of 2023, and is true and correct to the best of my knowledge.



2-15-2023

KEVIN MUELLER  
SAW TOOTH SURVEY  
P.O. BOX 1731  
ALPINE, TX 79831  
[432] 538-2115





**CITY COUNCIL**  
**MEETING AGENDA ITEM COVER MEMO**  
**MAY 9, 2023**

To: Honorable Mayor and City Council  
Agenda Item: Action Item 2 – Ordinance 2023-05-02  
Agenda Sponsor: Megan Antrim, City Manager  
Memo Prepared By: Geoffrey R. Calderon, City Secretary

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**SYNOPSIS**

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Approve the first reading of Ordinance 2023-05-02, an ordinance amending Chapter 10 - Animals to the Alpine Code of Ordinances; Establishing a uniform fee structure for all Animal Services Fees; Amending Permit Requirements for Kennels, private boarding, boarding as a business, raisers, or breeders of dogs, cats, and other animals. (M. Antrim, City Manager)

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**BACKGROUND**

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- The Animal Services Supervisor and the City Secretary worked together to draft an ordinance that extracts fee data from the Animal ordinances and establishes Appendix C: Animal Services Fees.
- This type of fee schedule mirrors the fee schedules that the City has approved for Utilities Fees and Building Services Fees. This method of updating the fees is more cost-effective for the City because it allows the City Council to update fees by annual resolution vs having to go through the ordinance process each time a fee is changed.
- The Animal Advisory Board reviewed the proposed ordinance and fee schedule, workshopped the information, and voted to make a formal recommendation for the City Council to approve the updated ordinance and fee schedule.

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**SUPPORTING MATERIALS**

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1. Ordinance 2023-05-01.
2. Proposed Fee Schedule & Fee updates.

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**STAFF RECOMMENDATION**

---

**APPROVE.**



**ORDINANCE 2023-05-02**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS AMENDING CHAPTER 10 – ANIMALS TO THE ALPINE CODE OF ORDINANCES; ESTABLISHING A UNIFORM FEE STRUCTURE FOR ALL ANIMAL SERVICES FEES; AMENDING PERMIT REQUIREMENTS FOR KENNELS, PRIVATE BOARDING, BOARDING AS A BUSINESS, RAISERS OR BREEDERS OF DOGS, CATS, AND OTHER ANIMALS.**

**WHEREAS**, the Animal Advisory Board is composed of community members who advise the City Council on policy decisions that affect the health and safety of animals within the City; and

**WHEREAS**, the Animal Advisory Board has recommended changes to the City Council that would implement a uniform fee structure to all Animal Services Fees with the establishment of Appendix C: Animal Services fees; and

**WHEREAS**, the amendments recommended by the Animal Advisory Board will allow the Animal Services Department to provide a more effective service to the residents and assist the department and residents in streamlining access to fee information; and

**WHEREAS**, in addition to the streamlined fee structure, the Animal Advisory Board has recommended improvements to the permit requirements for kennels, private boarding, boarding as a business, raisers or breeders of dogs, cats, and other animals; and

**WHEREAS**, it is deemed by the City Council to be in the best interest of the City to amend the current animal ordinances as recommended by the Animal Advisory Board.

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

**SECTION I  
FINDINGS OF FACT**

The Alpine Code of Ordinances is hereby amended to reflect the changes hereto attached as Exhibit “A.” The premises attached as Exhibit “A” are found to be true and correct legislative and factual findings of the City Council of the City of Alpine and are hereby approved and incorporated herein as findings of fact.

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

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

**SECTION III  
CUMULATIVE CLAUSE**

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

**SECTION IV  
SEVERABILITY CLAUSE**

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

**SECTION V  
PROPER NOTICE AND MEETING**

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

**SECTION VI  
EFFECTIVE DATE**

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

**PASSED AND ADOPTED THIS 16<sup>th</sup> DAY OF MAY 2023 BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.**

**INTRODUCTION AND FIRST READING  
MAY 9, 2023**

**SECOND AND FINAL READING  
MAY 16, 2023**

APPROVED:

ATTEST:

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Rod Ponton, City Attorney

# EXHIBIT “A”

## EDITOR’S NOTE:

Additions are Underlined. ~~Omissions appear in Strikethrough Text.~~ The trunkus symbols (\*\*\*) indicate an area of the Code in which the existing code remains unchanged from one section to another.

## Chapter 10 ANIMALS

### ARTICLE I. IN GENERAL

#### Sec. 10-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Adequate shelter* means a sturdy structure:

- (1) That provides the dog protection from inclement weather; and
- (2) With dimensions that allow the dog while in the shelter to stand erect, sit, turn around, and lie down in a normal position.

*Altered animal* means an animal having been spayed or neutered.

*Animal* means any living vertebrate creature except human beings and with the exclusion of fish, amphibians, reptiles, caged birds and small rodents when kept as pets in a private residence, or enclosed in a commercial enclosure. The word "animal" shall mean only a mammal when referring specifically to the control of rabies.

*Animal Control Officer, Animal Services Officer, or ACO* means a duly authorized person responsible for the enforcement of this chapter including peace officers.

*Animal shelter* means any premises designated or operated by the city for the purpose of impounding and caring for animals under the authority of this chapter.

*Appendix C: Animal Services Fees* means the official animal services fee schedule, established by city council resolution and available during normal business hours at City Hall or online by visiting [www.cityofalpine.com/fees](http://www.cityofalpine.com/fees).

\*\*\*

#### Sec. 10-2. Penalty for violations.

Any person upon whom a duty is placed by the provisions of this chapter who, after due process of law, shall be found to fail, neglect or refuse to perform such duty, or who shall violate any of the provisions of this chapter, shall be deemed guilty of a misdemeanor and upon conviction shall be fined in a sum not to exceed ~~\$200.00 and not less than \$25.00 for the first offense, not less than \$50.00 for the second offense, and not less than \$100.00 for the third offense. For each offense thereafter, a conviction shall be punishable by a fine not to exceed \$500.00 and not less than \$100.00.~~ The penalties provided in this section shall be cumulative with and in addition to any penalty or forfeiture elsewhere in this chapter.

(Ord. No. 2008-11-01, § 1, 1-6-09)

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**Secs. 10-12—10-40. Reserved.**

## ***ARTICLE II. KEEPING ANIMALS***

### ***DIVISION I. GENERALLY***

#### **Sec. 10-41. Standards.**

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#### **Sec. 10-48. Registration of dogs and cats.**

No owner shall have within the city limits any dog or cat four months of age or older unless such dog or cat is currently registered with the city. Written application shall be made upon a printed city application form and shall state the name, address and telephone number of the owner, the name of the dog or cat, the species or predominant breed, color, age and sex and the date of the most recently administered rabies vaccination. The owner must exhibit a current certificate of vaccination issued by a licensed veterinarian in order to register a dog or cat with the city. Upon approval of the application for registration and payment of the required fee established in Appendix C: Animal Services Fees of ~~\$7.00 (altered) and \$10.00 (unaltered)~~ by the owner of each dog or cat, the city will issue a serially numbered, durable license tag for each registered dog or cat. Such tag shall be securely attached to a collar or harness worn by each dog or cat. Each registration shall be valid for a period of one year from the most recent date of administration of a rabies vaccination. A vaccination certificate or registration tag shall only be used for the animal which it was issued for. If there is a change in ownership of a registered dog or cat, the new owner shall have the registration transferred to his name. Transfer applications shall be made at the city office accompanied by a fee established in Appendix C: Animal Services Fees ~~\$1.00~~ with proof of rabies vaccination for such transfer. If a license tag is lost or destroyed, the owner shall apply to the city for a replacement tag. Fee-exempt registrations may be issued for the following:

- (1) Police or sheriff department's dog.
- (2) Dogs trained to lead persons with a total or partial disability.
- (3) Animals other than dogs that are vaccinated against rabies.

(Ord. No. 2008-11-01, § 1, 1-6-09)

#### **Sec. 10-49. Finders of lost dogs and cats; responsibility to report.**

- (a) Any person who finds and harbors a dog or cat without knowing the dog or cat owner's identity shall notify the animal control officer and furnish a description of the dog or cat.
- (b) The finder of the dog or cat may surrender the animal to the animal control officer, or upon approval of the animal control officer may keep the animal in his possession, subject to surrender upon demand of the animal control officer when the correct owner is identified or for reasons of public health and safety.

(Ord. No. 2008-11-01, § 1, 1-6-09)

#### **Sec. 10-50. Dead animals; duty to remove.**

If any animals or fowl shall die in the possession of any person in this city, it shall be the duty of such person to cause the same to be at once removed to a site approved by the city and buried or otherwise disposed of. In case the owner or person having charge of such animal or fowl shall neglect or refuse to remove such dead animal or fowl within 24 hours after the death, the agency provided by the city for the removal of dead animals, or if no such agency exists, then the city or the department of health shall cause the dead animal or fowl to be removed at the expense of such owner or person having charge of the dead animal or fowl. Fees for removal of deceased pets is ~~\$5.00~~ and deceased livestock is ~~\$75.00~~ shall be assessed in accordance with Appendix C: Animal Services Fees. Whenever the owner or other person having charge of the dead animal or fowl cannot be found, it shall be the duty

of the agency provided by the city for the removal of dead animals, or if no such agency exists then the city or the department of health, to cause such animal to be removed and buried at the expense of the city.

(Ord. No. 2008-11-01, § 1, 1-6-09)

\*\*\*

**Secs. 10-63—10-80. Reserved.**

## *DIVISION 2. PERMITS*

### **Sec. 10-81. Large livestock animal permit requirements.**

It shall be unlawful to keep any large livestock animal within the limits of the city without having procured a permit for the animal and without adhering to the requirements described in section 10-44.

(Ord. No. 2008-11-01, § 1, 1-6-09)

\*\*\*

### **Sec. 10-89. Large and small livestock animals or fowl; permit renewal, amendment.**

A permit to keep a large and small livestock animal or fowl shall be renewed annually by the last day of the same month in which it was issued the previous year by payment of the appropriate fee. If the ownership of the place in which the animals are kept is changed, the permit may be changed accordingly upon written verified application and payment of a fee ~~of \$10.00~~ established in Appendix C: Animal Services Fees for amending the permit. The fee assessed in this section is to pay part of the cost of enforcing this chapter.

(Ord. No. 2008-11-01, § 1, 1-6-09)

### **Sec. 10-90. Display of permit numbers.**

Each permittee shall permanently display the permit number on a display board or sign approved by animal control officials, not less than four inches in size, where such animals are kept so that such permit number is clearly visible from the street or alley nearest to the enclosure.

(Ord. No. 2008-11-01, § 1, 1-6-09)

### **Sec. 10-91. Permit and inspection fees.**

Before any permit to keep any large or small livestock animal or fowl, the applicant shall pay an initial inspection and permit fee ~~of \$25.00~~ established in Appendix C: Animal Services Fees for each premises upon which such animals or fowl are to be kept. Permit renewal ~~shall cost \$10.00~~ will be assessed a fee per premises, the sum of which will be established in Appendix C: Animal Services Fees. No permits shall be renewed if there have been violations of the permit requirements. Where permits have been suspended or there have been violations of the permit requirements, the owner shall be required to submit for a new permit and investigation of the premises.

(Ord. No. 2008-11-01, § 1, 1-6-09)

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**Secs. 10-94—10-115. Reserved.**

## *DIVISION 3. RESTRAINT; IMPOUNDMENT*

## **Sec. 10-116. Restraint of animals and birds.**

Every person owning or having charge, care, custody or control of any domestic animal or bird shall keep such animal or bird under his control by means of physical restraint as follows:

- (1) Confined on the premises of the owner within a fence or enclosure.
- (2) Fastened or picketed by a lead, rope or chain so as to keep the animal on the premises.
- (3) Under the control of a person by a leash.
- (4) On or within a vehicle being driven or parked.
- (5) The living area for each animal being kept confined or restrained shall have adequate drainage such that the animal shall be free to walk or lie down without coming in contact with standing water.
- (6) If any animal is restrained by a chain, leash, wire cable or similar restraint, such restraint shall be designed and placed to prevent choking or strangulation or entanglement with other objects. Such restraint shall not be less than ten feet in length.
- (7) If any animal is kept in an enclosure, the enclosure shall be constructed of material, and in a manner to minimize the risk of injury to the animal, and shall encompass sufficient usable space to keep the animal in good condition.

Any domestic animal or bird in violation of this section may be seized and impounded by the animal control officer.

(Ord. No. 2008-11-01, § 1, 1-6-09)

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## **Sec. 10-119. Redemption of impounded animals.**

- (a) The owner shall be entitled to resume possession of any impounded animal upon payment of the impoundment and daily board fees and microchip fees (if applicable) and compliance with vaccination-registration requirements; provided application for such possession, with payment of all required fees in accordance with Appendix C: Animal Services Fees, is made within 72 hours after impoundment, or within such time after impoundment as may be agreed to by the animal control officer and such owner, if such agreement is made within such 72-hour period and such additional time does not exceed ten days total impoundment time.
- (b) Adoption, spaying and neutering:
  - (1) Whenever an unlicensed dog or cat is adopted, such owner shall be required to pay a rabies vaccination fee to the animal control officer. The animal control officer shall thereupon issue a receipt for such fee, and the holder thereof may have such animal vaccinated for rabies by any veterinarian licensed to practice veterinary medicine in the state who has agreed to administer such rabies vaccination receipts. Any rabies vaccination shall be obtained by the owner or purchaser of such dog or cat within seven days after obtaining custody of such dog or cat. The animal control officer shall maintain and make available to any owner or purchaser of any dog or cat a list of veterinarians honoring such receipts. In addition, the owner or purchaser of any dog or cat shall be required to obtain a license tag for such dog or cat at the time of such sale or redemption.
  - (2) The adopting person shall comply with all the adoption conditions and surgery conditions for the adopted animal as set forth in the contract.
  - (3) Should the adopted animal be lost or die before the adoption and surgery conditions as set forth in the contract have been complied with, such loss or death shall be reported in person or by mail to the animal control shelter not later than seven days after its occurrence.
  - (4) All animals adopted from the shelter are required to be spayed or neutered.
  - (5) The adopter shall forfeit the surgery deposit in the event that such surgery deposit has not been redeemed within 30 days after the date the surgery was due to be performed.

- (6) The forfeiture of such surgery deposit shall in no way release the adopter from the obligation of having the required surgery performed.
- (7) The provisions of this section shall only apply to dogs and cats of the age of four months or more, excluding the provisions for spaying/neutering which are set out in subsection (c)(4) of this section.
- (c) The owner shall not be entitled to possession of any animal held under quarantine or observation for rabies until a written release is obtained by the observing veterinarian and until all fees have been paid. The payment of such fees may be deferred until the animal is eligible for release.
- (d) Any dog or cat impounded and not reclaimed by the owner within five days may be humanely destroyed. If the animal control officer determines that any unclaimed dog or cat is reasonably healthy, currently vaccinated against rabies, and should not constitute a threat to public or animal health of the community, the animal control officer may offer such dog or cat for adoption. If not adopted, the animal shall be humanely destroyed.
- (e) The animal control officer shall approve all applications for adoption of unclaimed animals. Adopted animals must comply with all registration and vaccination provisions of this chapter. If any impounded animal, other than a dog or cat, is not claimed by the owner within seven days, the animal shall be held for such time as the animal control officer deems reasonable, considering the animal's probable value, condition of health and suitability for use. Upon expiration of such reasonable time, the animal control officer may offer the animal, if suitable, to be sold by posting the date of sale, the animal's description and sale location for five full days on the city hall bulletin board, on the courthouse door and on one other public place in the city. Animals not suitable for sale will be humanely destroyed.

(Ord. No. 2008-11-01, § 1, 1-6-09; Ord. No. 2015-11-01, Exh. E, 6-21-16)

## Sec. 10-120. Fees.

All fees under this chapter will be delineated in Appendix C: Animal Services Fees and established by annual city council resolution ~~by the animal advisory board and the city council every year.~~ Fees may be obtained from the ~~animal control officer or at the police department or city hall~~ during normal business hours or online by visiting [www.cityofalpine.com/fees](http://www.cityofalpine.com/fees).

- (a) ~~Impoundment fees. \$15.00 per day per animal. If large animal, whatever boarding fees are at a different location, \$15.00 per day minimum. Impoundment of large animals will be charged at the rate of boarding fees established by the location where the subject animal is boarded.~~

- (1) a. Livestock (cattle, horses, asses, mules) per animal.

- b. Swine, sheep, goats, per animal.

- (2) Fowl and rabbits, per animal.

- (3) Any dog or cat held or impounded in the animal shelter because of being found running at large shall be released to the owner thereof by the city upon presentation of the following:

- a. Proof of ownership of such animal;
    - b. Payment of the daily boarding cost;
    - c. Payment of the impoundment fee as follows:

- ~~First violation per animal, written warning~~

- A running at large violation may be assessed per small animal, by either issuing 1) a written warning; or 2) issuing a citation. An impoundment fee, the sum of which shall be charged in accordance with Appendix C: Animal Services Fees, will be assessed per night and per animal.

- ~~(altered animal) \$15.00 per day.~~

- ~~(unaltered animal) \$15.00 per day.~~

- ~~(micro chip fees) \$15.00.~~

~~Second violation per animal \$15.00 per day.~~

~~Third violation per animal \$15.00 per day.~~

~~Fourth and all ensuing violations per animal \$15.00 per day.~~

- (b) ~~Board fees.~~ Each day shall begin at 12:01 a.m. and the fee shall be charged for any portion of any day. ~~(same as impound fees) Board fees shall be:~~

~~Per day for feline: \$15.00 per day.~~

~~Per day for 0 – 50 lbs., canine: \$15.00 per day.~~

~~Per day for 50 lbs. and up canine: \$15.00 per day.~~

- (eb) Quarantine fees. Any owner who has an animal which is placed into quarantine shall be assessed a fee, the sum of which is delineated in Appendix A: Animal Services Fees: ~~\$200.00 for ten-day stay. Large animal would depend on the facility used to quarantine.~~ The fee assessed for the quarantine of large animals will be charged at the rate of boarding fees established by the location where the subject animal is quarantined.

(1) Livestock such as cattle, horses, asses, mules, swine, sheep and goats, per quarantine day.

(2) Fowl and rabbits, per quarantine day.

(3) Dogs, cats and other animals per quarantine day.

- (dc) Adoption fees. Fees for the adoption of any animal from the ~~animal control shelter~~ animal services shelter, the sum of which is delineated in Appendix C: Animal Services Fees, shall be assessed per animal: ~~\$100.00 (unless special event/advertised half-price)~~

- (ed) Euthanasia fees. Charges resulting from the humane destruction of any animal shall be assessed in accordance with Appendix C: Animal Services Fees: \$30.00. If a ~~subject large~~ animal is a large animal, the cost will be determined by the veterinarian used for euthanasia.

(1) Livestock such as:

Cattle, horses, asses, mules per animal.

Swine, sheep and goats per animal.

(2) Fowl and rabbits, per animal

(3) Dogs, cats and other animals

- (fe) ~~Voluntary pick up fee is \$15.00.~~ Voluntary pick up fees shall be delineated in Appendix C: Animal Services Fees. Any citizen who no longer wishes to possess or own any animal may contact the ~~animal control officer~~ animal services officer. The ~~animal control officer~~ animal services officer will then pick up and hold such animal until which time that animal can be adopted or must be destroyed. The fee for a large animal would be double the fee because we would have to find and use a trailer due to the increased transportation cost of hauling the animal.

Voluntary pick up fees for:

(1) Pets

(2) Livestock such as:

Cattle, horses, asses, mules

Swine, sheep and goats

- (gf) Dog and cat registration fee.

Yearly Annual license fees are delineated in Appendix C: Animal Services Fees. :

~~Per animal (altered animal): \$7.00.~~

~~Per animal (Unaltered animal): \$10.00.~~



~~Replacement license: \$3.00.~~

Registration is required for animals kept within city limits. For issuance of ~~yearly~~ the annual license, ~~must show~~ proof of current rabies vaccinations is required.

- (hg) *Retention of fees.* All fees resulting from impoundment, board and care, registration of animals, the permitting of livestock and fowl received by the city are used to help defray the expenses of the enforcement of this chapter.

(Ord. No. 2008-11-01, § 1, 1-6-09; Ord. No. 2015-11-01, Exh. F, 6-21-16; Ord. No. 2016-11-02, Exh. F, 12-6-16)

**Secs. 10-121—10-145. Reserved.**

### ***ARTICLE III. RABIES CONTROL***

#### **Sec. 10-146. Vaccination; report of infection.**

- (a) The owner of any dog or cat shall have such dog or cat vaccinated against rabies by a licensed veterinarian by the time such dog or cat is four months of age and must maintain current vaccination of the animal. Any licensed veterinarian who vaccinates a dog or cat against rabies shall issue to the owner of the animal a vaccination certificate showing the owner's name, address and telephone number, the species, sex, size in pounds, predominant breed and color of the animal, the vaccine used, the date vaccinated, the rabies tag number and the veterinarian's signature and license number.
- (b) Any person having knowledge of an animal suspected of being infected with rabies shall immediately notify the city.

(Ord. No. 2008-11-01, § 1, 1-6-09)

#### **Sec. 10-147. Reports of human exposure to rabies.**

- (a) Any person having knowledge of a dog or cat bite inflicted upon an individual, or any animal bite inflicted upon an individual that the person could reasonably foresee as capable of transmitting rabies shall immediately report the incident to the city. Such report shall include, if known, the name and address of the bite victim, the name and address of the owner of the dog, cat or other animal, a description of the biting dog, cat or other animal, the date of the incident and any other information which may aid in locating the bite victim and the biting dog, cat or other animal.
- (b) Every physician or other medical practitioner shall report the names and address of any person treated for an animal bite to the city.
- (c) Any dog or cat which is currently vaccinated against rabies and which bites any person or domestic animal shall be placed in quarantine, except as noted in subsection (e) of this section, within a quarantine facility registered with the state department of health for a period of ten days. The ten-day quarantine period shall commence with the date of the bite. Upon request of the owner of such dog or cat, the city may permit home quarantine if secure facilities for containing the animal are available at the residence of the owner and approved by the city, if the animal was not in violation of any laws at the time of the bite and if the city observes the animal on at least the first and last days of the quarantine period.
- (d) Any dog or cat which is not currently vaccinated against rabies and which bites any person or domestic animal shall be placed in quarantine, except as noted in subsection (e) of this section, within a quarantine facility registered with the state department of health for a period of ten days. The ten-day quarantine period shall commence with the date of the bite.
- (e) Any dog or cat which bites any person or domestic animal and for which the owner cannot be located, any dog or cat which develops signs indicative of rabies during the ten-day quarantine period, and any dog deemed a hazard to public health and safety shall be euthanized and the brain submitted to a laboratory certified by the state department of health for rabies diagnosis.

- (f) Any animal, other than a dog or cat, which bites a person or domestic animal and which could reasonably be suspected of transmitting rabies shall be immediately euthanized and the brain submitted to a laboratory certified by the state department of health for rabies diagnosis.
- (g) The animal control officer shall investigate each bite incident, utilizing standardized reporting forms provided by the state department of health. If a local health authority or medical facility receives such bite report, they shall immediately relay the report to the city animal control officer and be guided by such officer's instructions as to impoundment and restraint as deemed necessary by that officer.
- (h) All quarantine fees shall be the responsibility of the owner. Any owner who has an animal which is placed into quarantine shall be responsible for ~~the following fees:~~ all fees in accordance with Appendix C: Animal Services Fees.

- ~~— (1) Dogs, cats and other animals for which a specific fee is not shown, \$25.00 per quarantine day.~~
- ~~— (2) Livestock such as cattle, horses, asses, mules, swine, sheep and goats, \$50.00 per quarantine day.~~

Animals may be quarantined at a local veterinary facility or ~~other~~ another appropriate quarantine facility.

(Ord. No. 2008-11-01, § 1, 1-6-09)

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**Secs. 10-153—10-185. Reserved.**

## ***ARTICLE IV. DANGEROUS ANIMALS***

### **Sec. 10-186. Dangerous dogs and animals deemed hazardous to public health and safety.**

- (a) It shall be unlawful for any person to own, keep or harbor any dangerous animal within the city provided this section shall not apply to animals under the control of a law enforcement or military agency. For the purpose of this chapter, a dog may be declared dangerous by an animal control officer or his or her designee (hereinafter referred to as "animal control officer"), after the occurrence of an "incident" defined as either a dog attack causing bodily injury or the dog undertaking an action that causes one to reasonably believe that the dog would attack and cause bodily injury.
- (b) Dangerous dog determination.
  - (1) Once the city becomes aware of an alleged incident, an animal control officer shall complete a thorough investigation process that includes:
    - a. Within ten business days of the city becoming aware of an alleged incident, an animal control officer sending a notification to the dog owner describing the alleged incident, the fact of the initiation of an investigation, and an offer to afford the owner an opportunity to meet with the animal control officer prior to the making of a determination;
    - b. The animal control officer gathering any medical or veterinary evidence and interviewing witnesses; and
    - c. The animal control officer making a detailed written report.
  - (2) No dog shall be deemed a "dangerous dog" if the animal control officer determines the conduct of the dog during the incident was justified because:
    - a. The incident occurred as the result of a person who at the time was committing a crime or offense upon the owner or custodian of the dog, including crimes and offenses of willful trespass or other tort upon the premises or property occupied by the owner of the animal;
    - b. The incident occurred as the result of a person abusing, assaulting, or physically threatening the dog or its offspring;

- c. The dog was responding to pain or injury or was protecting itself and was not being provoked by its owner, custodian, or a member of its household.
  - d. The testimony of a certified applied behaviorist, board-certified veterinary behaviorist, or another recognized expert indicates to the satisfaction of the animal control officer that the dog's behavior was justified pursuant to the provisions of this section.
- (3) If the information gathered by the animal control officer's investigation shows by a preponderance of the evidence that the dog should be deemed a "dangerous dog," the owner shall be sent immediate notification of the determination by registered or certified mail that includes a complete description of:
- a. The ownership requirements for a dangerous dog;
  - b. The dog owner's right of appeal; and
  - c. The option and process to surrender the dangerous dog.
- (c) Ownership requirements. If the dog is determined to be dangerous, the owner must:
- (1) Within 24 hours, register the dog with an animal control officer and pay a ~~\$100.00~~ fee delineated in Appendix C: Animal Services Fees;
  - (2) Immediately restrain the dog at all times on a leash in the immediate control of a person or enclose the dog either indoors, or in a secure enclosure, being a locked structure of sufficient height and design to prevent the dog's escape and to prevent direct contact with, or entry by, minors, adults or other animals;
  - (3) Within 24 hours, post signs around the secure enclosure with the words "dangerous dog" in font size 72 or larger; and
  - (4) Within 72 hours, obtain liability insurance coverage or show financial responsibility in an amount of at least \$100,000.00 to cover damages resulting from an attack by the dangerous dog causing bodily injury to a person and provide proof of the required liability insurance coverage or financial responsibility to the animal control officer.
- (d) Appeal of dangerous dog determination.
- (1) The owner of a dog found to be a dangerous dog by an animal control officer pursuant to this chapter may file a petition for review of the dangerous dog determination against the city in municipal court within ten days of receipt of notification of the determination for a de novo review of the determination.
    - a. The court shall give written notice of the time and place of any hearing to both the owner of the dog and the animal control officer.
    - b. The proceeding shall be conducted pursuant to the Texas Rules of Civil Procedure and Texas Rules of Evidence.
    - c. Any interested party, including the city attorney, is entitled to present evidence at the proceeding.
  - (2) After hearing all evidence, the court shall determine by preponderance of the evidence whether the dog is dangerous.
  - (3) During the municipal court appeal process, the owner shall comply with the ownership requirements set forth in this chapter.
  - (4) A dog owner or the city may appeal the decision of the municipal court in the manner described by V.T.C.A., Health and Safety Code § 822.0424.
- (e) The animal control officer may cause the muzzling, secure confinement, removal from the city or humane destruction of any animal for any of the following reasons:
- (1) Whenever an animal has committed an unprovoked attack upon any person or animal on more than one occasion.
  - (2) Whenever a lawful patron or visitor of a business is jeopardized by a guard dog which is not securely confined during hours such business is open to the public.

- (f) Any dog which by an attack and regardless of circumstances causes the death of a person shall be deemed hazardous to public health and safety.
- (g) The owner of any dog deemed to be a hazard to public health and safety shall be held liable for all medical expenses and all other legally allowable damages incurred as a result of an attack by such dog upon a person.
- (h) The owner of any dog deemed to be a hazard to public health and safety shall be held liable for all veterinary medical expenses and all other legally allowable damages incurred as a result of an attack by such dog upon an owned domestic animal.
- (i) Any dog deemed to be a hazard to public health and safety shall be surrendered by the owner of such dog immediately upon demand to the city for purposes of euthanizing or shall be delivered by the owner of such dog to a licensed veterinarian for euthanizing, and the owner shall deliver a statement of euthanasia by the veterinarian to the city within 24 hours of receipt of request for the dog by the city.
- (j) Any dog maintained as a guard dog for purposes of property protection by the owner of such dog at a recognized business establishment and that bites or threatens to bite any person on the property of the business establishment at times other than the normal posted hours of operation of the business establishment shall not be considered a hazard to public health and safety provided such dog is physically securely confined to the boundaries of the property of the business establishment.
- (k) Dangerous dog removal fee. Any person given the option of removing an aggressive animal from the within the city limits instead of being humanely destroyed shall pay a fee ~~of \$100.00~~ delineated in Appendix C: Animal Services Fees and along with all other assessed fees involving the dangerous animal.
- (l) Owner liability. Any owner or custodian of a dog or other animal is guilty of a:
  - (1) Class B misdemeanor if the dog previously declared a dangerous dog pursuant to this section, when such declaration arose out of a separate and distinct incident, attacks and injures or kills a cat or dog that is a companion animal belonging to another person.
  - (2) Class A misdemeanor if the dog previously declared a dangerous dog pursuant to this section, when such declaration arose out of a separate and distinct incident, bites a human being or attacks a human being causing bodily injury, thereby rendering the dog a hazard to public health and safety.
  - (3) Class A misdemeanor if any owner or custodian whose willful act or omission in the care, control, or containment of a dog or other animal is so gross, wanton, and culpable as to show a reckless disregard for human life, and is the proximate cause of such dog or other animal attacking and causing serious bodily injury to any person, thereby rendering the dog a hazard to public health and safety.
  - (4) Class A misdemeanor if the owner of any animal that has been found to be a dangerous dog willfully fails to comply with the requirements of this section, thereby rendering the dog a hazard to public health and safety.

(Ord. No. 2008-11-01, § 1, 1-6-09; Ord. No. 2020-10-01, § I(Exh. A), 10-20-20; Ord. No. 2022-05-02, § I(Exh. A), 6-7-22)

### **Sec. 10-187. Keeping of bees prohibited.**

It shall be unlawful for any person to keep or raise bees [within] the city limits. Any person found keeping bees or a bee hive within the city limits will be subject to citation for each day the violation remains uncorrected or unabated. Said bees and hive(s) will be destroyed and/or abated at owner's expense including any costs associated with removal and cleanup of bees and hive(s).

(Ord. No. 2008-11-01, § 1, 1-6-09)

### **Secs. 10-188—10-220. Reserved.**

## ***ARTICLE V. KENNELS***

**Sec. 10-221. Permit for kennels, private boarding, boarding as a business, raisers or breeders of dogs, cats or other animals; selling of animals.**

- (a) Kennels, raisers and breeders of dogs, cats or other animals shall make and submit an application for a permit with the ~~animal control officer~~ animal services supervisor or any duly authorized representative of the city for permission to keep or harbor in excess of four but not more than 12 dogs, cats or other animals or a combination thereof beyond the normal weaning age on any premises used or zoned for residential purposes. The animal services supervisor or, other authorized representative of the city, is empowered to issue a permit under this section. ~~The animal control officer may issue a permit for one year to the applicant upon the following information being satisfied.~~ At the discretion of the animal services supervisor, or authorized city representative, a permit may be deferred to the City Council so that a public hearing may be held and interested persons may have the opportunity to voice concerns. In addition, a neighbor notice requirement is established requiring the City to send public hearing notices to neighbors within 200 feet for permit requested under this section. Letters must be sent at least 10 days prior to the public hearing.
- (b) The maximum length of a permit issued under this section shall be one year. After the public hearing is conducted, the City Council may approve or deny a permit request. The animal services officer must complete an inspection of the residence and receive the following information in order for a permit to be considered by the City Council:
- (1) Name of applicant, with permanent residence.
  - (2) The maximum number of dogs, cats or other animals to be kept or housed.
  - (3) The purpose for keeping or harboring the dogs, cats or other animals.
  - (4) The dogs, cats or other animals are to be housed in cages or pens inside the residence or a completely enclosed structure.
  - (5) The dogs, cats or other animals are kept or harbored so as to not be a nuisance or detriment to any adjoining or adjacent neighbors.
  - (6) The dogs, cats or other animals shall not bark or howl or create noises that cause the peace and quiet of the neighborhood or the adjacent premises to be disturbed.
  - (7) The cages or pens are to be maintained in a sanitary condition so as not to create any hazards to the general health and welfare of the community.
  - (8) The applicant shall furnish a drawing showing the dimensions of the lot, dwelling, fenced yard and other enclosed areas of the parcel of land that the permit is being requested for.
  - (9) The enclosed parcel of land that the dogs, cats or other animals to be kept or housed on shall have a minimum of 100 square feet per animal over the normal weaning age.
  - (10) The enclosed area in which the animals are to be housed shall be of adequate size, height and structure to prevent running at large.
- (c) ~~(11)~~ Permit and inspection fees under this section shall be assessed, in accordance with Appendix C: Animal Services Fees, \$50.00 for the initial inspection and permit application, and renewable at \$10.00 per year so long as the permittee remains in compliance with requirements of this section and has no violations of such requirements or any other animal-related city ordinances. This permit will allow the selling of only those animals that are raised at the permitted premises.
- (d) A permit issued under this section shall be renewed annually by the last day of the same month in which it was issued the previous year by payment of the appropriate fee. If the ownership of the place in which the animals are kept is changed, the permit may be changed accordingly upon written verified application by an animal services officer and payment of fee delineated in Appendix C: Animal Services Fees.
- (e) Any permit issued under this section shall be subject to suspension or revocation by the city for violation by the permittee of any of the provisions of this division, or violation of other animal ordinances of the

city. A permittee whose permit has been suspended must cure the violations within 72 hours in order to prevent revocation of the permit.

- (f) Each permittee shall permanently display the permit number on a display board or sign approved by animal control officials, not less than four inches in size, where such animals are kept so that such permit number is clearly visible from the street or alley nearest to the facility.
- (g) *Refusal to issue permit.* The decision of the animal services officer shall be final unless the applicant shall, within ten days after refusal to grant such permit, file a written appeal with the city secretary addressed to the city manager, requesting a review. Should the city manager concur in the decision of the animal services officer, that decision shall be final unless the applicant shall, within ten days after concurrence, file a written appeal with the city secretary addressed to the city council requesting a review of the decision of the animal services officer and the city manager. This permit may be revoked at any time upon violation of any of the conditions and requirements.
- (h) ~~(b)~~ All pet dealers (commercial, raiser or itinerant) shall be required to present each purchaser of an animal a veterinary certification stating that the animal is free from disease or parasites.

(Ord. No. 2008-11-01, § 1, 1-6-09)

**Appendix C: Animal Services Fees**

<b>Section</b>	<b>Description</b>	<b>Code Section</b>	<b>Fee</b>	<b>Proposed Fee</b>
<b>I</b>	<b><i>Impound Fees</i></b>			
	Regular impound fee/ night stay	<b>10-120 (a)</b>	\$15	\$15
	Impound fees for large animals (livestock)	<b>10-120 (a)</b>	fees depend on the charge from the holding facility used	
	Small animal quarantine fee for full 10 night stay	<b>10-120 (c)</b>	\$200	\$200
	Small animal quarantine fee/ night stay \$20	-	\$20	\$20
	Large animal quarantine fee due to known exposure	<b>10-120 (c)</b>	fees depend on the charge from the holding facility used	
	Small animal quarantine due to known exposure	<b>10-147 (h)(1)</b>	\$25/ day	\$25/day
<b>II</b>	<b><i>Cremation</i></b>			
	Communal prices per pound			
	0-30 lbs	-	\$30	\$30
	31-50lbs	-	\$45	\$45
	51-70 lbs	-	\$60	\$60
	71-90 lbs	-	\$75	\$75
	over 90 lbs	-	\$90	\$90
	Private prices per pound			
	0-30 lbs	-	\$90	\$90
	31-50 lbs	-	\$110	\$110
	51-70 lbs	-	\$130	\$130
	71-90 lbs	-	\$150	\$150
	over 90 lbs	-	\$170	\$170
	Removal of deceased animal	<b>10-50</b>	-	-
	Pets (owned pets)	<b>10-50</b>	\$5	\$15
<b>III</b>	<b><i>Microchipping</i></b>			
	Includes chipping and registration	-	\$15	\$15
<b>IV</b>	<b><i>Medical</i></b>			
	Vaccines			
	Feline Felv/FVRCP combo	-	\$12	\$12
	Canine bordetella	-	\$5	\$5
	Canine Distemper	-	\$5	\$5
	Snap tests			
	Feline Felv/FIV snap test	-	\$19	\$19
	Canine 4DX snap test	-	\$17	\$17
	Other medical	-	Prices may vary depending on treatment from veterinarian	
	Small animal euthanasia	<b>10-120 (e)</b>	\$30	\$50

	Large animal euthanasia	<b>10-120 (e)</b>	Prices may vary depending on veterinary clinic used	
<b>V</b>	<b><i>Adoption</i></b>			
	Regular adoption	<b>10-120 (d)</b>	\$100	\$100
	Thrift store cats	-	\$50	\$50
	Pet of the week	-	\$50	\$50
	Adoption events	-	\$50	\$50
<b>VI</b>	<b><i>Surrender</i></b>			
	Cat or dog surrender	<b>10-120(f)</b>	\$30	\$30
<b>VII</b>	<b><i>City Licensing</i></b>	<b>10-48</b>		
	City license for spayed/ neutered animals	<b>10-120 (g)</b>	\$10	\$10
	City license for unaltered animals	<b>10-120 (g)</b>	\$20	\$20
	City license renewal	<b>10-120 (g)</b>	\$5	\$5
<b>VIII</b>	<b><i>Permits</i></b>			
	Large livestock	<b>10-91</b>	\$25	\$25
	Small livestock	<b>10-91</b>	\$25	\$25
	Yearly renewal for large and small	<b>10-91</b>	\$10	\$10
	Relocation of permit to different address	<b>10-89</b>	\$10	\$25
	Permit for kennels	<b>10-221(a)(11)</b>	\$50	\$50
	Yearly renewal for kennels	<b>10-221(a)(11)</b>	\$10	\$25
<b>IX</b>	<b><i>Dangerous dogs</i></b>	<b>10-186</b>		
	Registration fee	<b>10-186(c)(1)</b>	\$100	\$100
	Removal of animal from City Limits	<b>10-186(k)</b>	\$100	\$100





**CITY COUNCIL**  
**MEETING AGENDA ITEM COVER MEMO**  
**MAY 9, 2023**

To: Honorable Mayor and City Council  
Agenda Item: Action Item 3 – Resolution 2023-05-02  
Agenda Sponsor: Megan Antrim, City Manager  
Memo Prepared By: Geoffrey R. Calderon, City Secretary

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**SYNOPSIS**

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Approve Resolution 2023-05-02, a resolution adopting a swimming pool fee schedule for the Fiscal Year 2023 for the Alpine Municipal Swimming Pool. (M. Antrim, City Manager)

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**BACKGROUND**

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- The City Council sets the rate to charge for swimmers at the Alpine Municipal Pool annually by City Council resolution, pursuant to Section 74-77 of the Alpine Code of Ordinances.
- The City will be able to set an opening date for the pool as soon as enough lifeguards are hired to staff it. The tentative closing date of the pool is August 11, 2023. Alpine ISD will begin classes on August 15, 2023. This closing date will provide a smooth transition for pool employees that will begin high school classes or that move away for university.
- The proposed fees include a rate increase for pool parties from \$80 for two hours to \$100 for two hours. The City does not generate revenue from pool fees, but is able to cover the costs associated with the pool through the revenue generated from the fees.
- The City looks forward to a successful pool season!

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**SUPPORTING MATERIALS**

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1. Resolution 2023-05-02.

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**STAFF RECOMMENDATION**

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**APPROVE.**

STATE OF TEXAS

CITY OF ALPINE

COUNTY OF BREWSTER

**RESOLUTION 2023-05-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS  
ADOPTING A SWIMMING POOL FEE SCHEDULE FOR THE FISCAL YEAR 2023 FOR  
THE ALPINE MUNICIPAL SWIMMING POOL.**

**WHEREAS**, the City Council shall set a rate to charge for swimmers at the Alpine Municipal Swimming Pool pursuant to Section 74-77 of the Alpine Code of Ordinances; and

**WHEREAS**, City Administration anticipates the opening date of the Alpine Municipal Swimming Pool to be scheduled as soon as enough lifeguards are hired; and

**WHEREAS**, the City Council has been presented with proposed fees for the Fiscal Year 2023 and has determined that the proposed fees are appropriate and acceptable.

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

**SECTION I.** The tentative opening date of the Alpine Municipal Swimming Pool will be set by City Administration once lifeguards are hired. The tentative closing date of the swimming pool is Friday, August 11, 2023, Staff and Weather permitting. Should rain begin to occur frequently, the City reserves the right to cancel the season early.

**SECTION II.** The following Swimming Pool Fee Schedule is hereby adopted:

PER DAY ADMISSION	
Children	\$2
Adults	\$3

ANNUAL SEASON PASS	
Individual Pass	\$55
Senior Citizen Pass	\$35
Family (up to 5 members)	\$85
Family (over 5 members)	\$105

POOL PARTY (2 HOURS)	
Fee	\$100
+ Deposit	\$30

NON-SWIMMING ADULTS
<i>Free of Charge</i>

*Note: To purchase the senior pass, an individual must be over the age of 55 years and provide identification confirming qualifications for special pricing.*

**SECTION III.** The following Tentative Activity Schedule is hereby adopted and may change upon approval of the City Manager.

11:00 A.M. – 12:00 P.M.	Lap Swimming (Dependent on Staffing)
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12:00 P.M. – 5:00 P.M.	General Admission
5:00 P.M. – 6:00 P.M.	Water Aerobics (Dependent on Staffing)
6:00 P.M. – 8:00 P.M.	Pool Parties

**SECTION IV.** This Resolution is effective immediately upon its passage.

**PASSED, APPROVED, AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL ON THE 9<sup>th</sup> DAY OF MAY 2023.**

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Catherine Eaves, Mayor

**ATTEST:**

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Geoffrey R. Calderon, City Secretary



**CITY COUNCIL**  
**MEETING AGENDA ITEM COVER MEMO**  
**MAY 9, 2023**

To: Honorable Mayor and City Council  
Agenda Item: Action Item 4 – Letter of Support  
Agenda Sponsor: Megan Antrim, City Manager  
Memo Prepared By: Geoffrey R. Calderon, City Secretary

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**SYNOPSIS**

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Approve a letter of support for the City to participate in the Smithsonian Traveling Exhibit. (M. Antrim, City Manager)

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**BACKGROUND**

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- The City Council discussed the possibility of participating in the Museum on Main Street (MoMS) program at the April 18, 2023, City Council meeting.
- The MoMS program is a traveling exhibition in partnership between the Smithsonian Institute and the Texas Historical Commission.
- Further to the last discussion, a letter of support is required in order to proceed with the City's application.

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**SUPPORTING MATERIALS**

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1. Letter of Support.

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**STAFF RECOMMENDATION**

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**APPROVE.**

City Manager  
Megan Antrim  
  
City Secretary  
Geoffrey R. Calderon



Mayor  
Catherine Eaves  
  
City Attorney  
Rod Ponton

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

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

**May 9, 2023**

To Whom It May Concern:

It is with great pleasure that I write this letter in support of Alpine's application for the Museum on Main Street program. We believe that there is great value in preserving history, both stories and historical sites, and the Museum on Main Street program provides an excellent opportunity to do just that.

In the short term, we anticipate that this program will bring economic benefits to Alpine and its neighboring communities. By providing a new attraction for visitors to the region, we expect to see increased tourism, resulting in increased revenue for local businesses. This will have a positive impact on the entire community, providing new job opportunities and supporting local economic development.

In the longer term, we believe that the Museum on Main Street program will provide new local interpretive assets, and new skills to develop them further. This will enable us to tell the stories of our community and our region in a new and engaging way, adding emphasis and encouraging enthusiasm for the value of historic preservation. Additionally, we see this program as a platform to create new and strengthen existing cooperative ties between historic tourism, economic development, and arts organizations throughout the Big Bend region.

In conclusion, the City of Alpine fully supports the Museum on Main Street program and we are excited about the opportunity to participate in this partnership between the Smithsonian Institute and the Texas Historical Commission. We believe that this program will provide important economic and cultural benefits to our community and our region. Thank you for your consideration.

Sincerely,

Catherine Eaves  
*Mayor*



**CITY COUNCIL**  
**MEETING AGENDA ITEM COVER MEMO**  
**MAY 9, 2023**

To: Honorable Mayor and City Council  
Agenda Item: Action Item 5 – TABC Special Use Permit  
Agenda Sponsor: Megan Antrim, City Manager  
Memo Prepared By: Geoffrey R. Calderon, City Secretary

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**SYNOPSIS**

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Approve Special Use Permit 2023-04-03, a Special Use Permit for the purpose of allowing the applicant, Cactus If You Can, LLC, to obtain a Mixed Beverage license/permit from the Texas Alcoholic Beverage Commission to establish a bar at the subject property. The property in question is located at 102 E Murphy. The Property ID of the subject property is 12107. The record property owner is Hotel Ritchey LLC. (M. Antrim, City Manager)

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**BACKGROUND**

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- Cactus If You Can, LLC, has applied for a special use permit in order to be able to obtain a Mixed Beverage alcohol permit/license from the Texas Alcoholic Beverage Commission for the purpose of establishing a bar at the subject property.
- Cities may regulate the sale of alcohol through zoning. Due to a lack of a strong alcohol zoning ordinance, the City began considering applications for proposed licenses/permits through the Special Use Permit (SUP) process. The sale of alcohol is a unique operating characteristic and the SUP process encourages broad public review and evaluation of site development features and operating characteristics to ensure adequate mitigation of potentially unfavorable impacts (such as alcohol being sold/served in a neighborhood).
- Per the Texas Alcoholic Beverage Code Sec. 11.37, the City has 30 days to take action on the certification on the TABC application. Due to these time constraints set by State law, the City has to forego consideration of the SUP by the Planning and Zoning Commission. City Administration will be working towards drafting an updated alcohol ordinance to address the issues with the current process to ensure that the City is able to regulate the sale of alcohol while meeting state requirements. The two possibilities would be to establish an ordinance that regulates the sale of alcohol through zoning or establish an ordinance that outlines that all requests are approved through the special use permit process.
- The type of permit/license sought for this application is a Mixed Beverage Permit.

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## **SUPPORTING MATERIALS**

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1. Special Use Permit Application.

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## **STAFF RECOMMENDATION**

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**APPROVE.**

**BUILDING SERVICES**

309 W SUL ROSS AVE

ALPINE, TX 79830

(432) 837-3281

FOR STAFF USE ONLY

PERMIT # 23-006784

TOTAL FEE: \$350.00 (non-refundable)

DATE: 04/06/23**PAID**  
CL# 204**CONDITIONAL/SPECIAL USE PERMIT***Name of applicant/agent/company/contact:*

Cactus If You Can, LLC - Samuel Stavinoha; Mateo Mares

*Street address of applicant/agent:*

102 E Murphy Ave

*City/State/Zip Code of applicant / agent:*

Alpine, TX 79830

*Telephone number of applicant/agents:*

432-661-0639 ; 936-443-8452

*Fax number of applicant/agents:**Email address of applicant /agent:*

mgmt@theritchey.com

*Mobile phone of applicant/agent:*

432-661-0639 ; 936-443-8452

**PART 2. PROPERTY INFORMATION***Street address of public property:*

102 E. Murphy Street

***Legal description of subject property (metes and bounds must be described on 8 1/2 x 11 paper***

Lot: 7, 8, and W 1/3 OF 9

Block: 54

Addition: ORIGINAL TOWNSITE

*Size of subject property:**Square footage:***16,925***Acres:***.39***Present zoning classification:*

C1

*Proposed use of the property:*

BAR / FOOD AND MUSIC VENUE

***Zoning ordinance provision requiring a conditional use (description & hours of operation):***

The Ritchey will operate as a bar / restaurant as well as an outdoor music venue to be open for business at a minimum from

4 p.m. until 10 p.m. Wednesday through Sunday but never later than midnight.

**PART 3. PROPERTY OWNER INFORMATION***Name of current property owner:*

Hotel Ritchey LLC

*Street address of property owner:*

304 S. 6th st.

*City/State/Zip code of property owner:*

Alpine, TX 79830

*Telephone number of property owner:*

806-778-1930

*Fax number of property owner:*





<input checked="" type="checkbox"/>	<p>Submit a letter describing the proposed conditional use and note the request on the site plan document</p> <p>In the same letter:</p> <ol style="list-style-type: none"><li>1. Describe or show on the site plan, and conditional requirements or conditions imposed upon the conditional use by applicable district regulations (example: buffer yards, distance between users).</li><li>2. Describe whether the proposed conditional use will, or will not cause substantial harm to the value, use, or enjoyment of the other property in the neighborhood.</li><li>3. Describe how the proposed conditional use will add to the value, use or enjoyment of other property in the neighborhood.</li></ol>
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**SIGNATURE TO AUTHORIZE CONDITIONAL USE REQUEST AND LACE A CONDITIONAL USE REQUEST SIGN ON THE SUBJECT PROPERTY**

Cactus If You Can, LLC

Print Applicants Name

Applicant Signature

The State of TEXAS  
County Of BREWSTER

Before Me Branwyn Fc Maxwell on this day personally appeared Samuel Stavinocha  
(notary) (applicant)

Known to me (or proved to me on the oath of card or other document) 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.

Given under my hand and seal of office this 5th day of April, A.D. 2023



Branwyn Fc Maxwell  
Notary in And for State of Texas

HOTEL RITCHEY LLC

Print Property Owners Name

Property Owners Signature

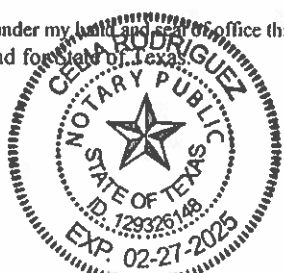
The State Of TEXAS

County Of BREWSTER

Before Me Celia Rodriguez on this day personally appeared David William Keller  
(Notary) (Applicant)

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

(Seal) Given under my hand and seal of office this 6th day of April, A.D. 2023  
Notary in And for State of Texas



Celia Rodriguez



## **ACKNOWLEDGEMENT**

All conditional Use and Special Use 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.*

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 conditional use or special use permit can only be approved by city council through the public hearing process.

Any application for a change in zoning or for an amendment to the zoning ordinance shall have, from the date of submittal, a period of four months to request and be scheduled on an agenda before the Planning and Zoning Commission and City Council, If after said period of four months an application has not been scheduled before the commission and city council said application, along with the required filing fee may be resubmitted any time thereafter for reconsideration, Delays in scheduling applications before the Planning and Zoning Commission and City Council created by city staff shall not be considered a part of the four month period.

### **APPROVAL DOES NOT AUTHORIZE ANY WORK IN CONFLICT WITH ANY CODES OR ORDINANCES**

*I have read and understand all the requirements as set forth by the application for conditional use or special use permit and acknowledge that all requirements of this application have been met at the time of submittal.*

Owner/Agent Print	DAVID KELLER	Date:	4/4/23
Owner/Agent Signature			



## ILLUMINATION PLAN

*An illumination plan to include a site photometric (including illuminated signs) and all fixture details shall be submitted as part of the site plan review process.*

*Applications will not be accepted without this requirement.*

[Chapter 18 - BUILDINGS AND BUILDING REGULATIONS | Code of Ordinances | Alpine, TX | Municode Library](#) "Outdoor Lighting Ordinance."

*I hereby acknowledge that an illumination plan has been included as part of this submittal.*

Owner/Agent Print	DAVID KELLER	Date:	4/4/23
Applicant Signature			

## PLATTING VERIFICATION

This verification statement must be signed prior to the submittal of this conditional use Application.

☐ It has been determined that the property described below does require platting or replatting and the applicant has been instructed on this procedure.

☒ It has been determined that the property described below is currently platted or does not require platting or replatting at this time.

Address of subject property:	102 E. MURPHY <del>ST</del> AVE.
Legal description of subject property:	LOTS 7, 8, & W 1/3 of 9, BLOCK 54

ORIGINAL TOWNSITE



STAFF USE ONLY:

Building Services Department Signature:

X	Date
---	------

This form is signed by the building services department and submitted along with a completed application to the planning and zoning department of building services.

Mayor Signature:

X	Date
---	------

City Secretary Signature:

X	Date
---	------

CASE NAME:	CASE NUMBER:	LOCATION:

## **HOTEL RITCHEY – PROPOSED CONDITIONAL USE NARRATIVE**

As outlined in blue on the attached plat of lots 7, 8, and W 1/3 of 9, Block 54 original townsite of Alpine, the proposed use for this property would be for alcohol beverage sales and food service with outside dining as well as a live music venue. The property will be surrounded on three sides by a privacy fence and/or 8 foot-tall adobe walls, which will serve to help keep activities and noise confined to the property. Because the Hotel Ritchey is adjacent to residential properties, every effort will be made to respect the privacy and quiet enjoyment of neighboring homes. The larger performance stage will be contained within 8-foot tall adobe walls and oriented to the west to direct sound towards the Murphy Street commercial district rather than towards neighboring homes. This use is expected to add significant value, use, and enjoyment to other properties in the neighborhood by providing a family-friendly location for gathering, responsible drinking, dining, and listening to live music.





# D. G. Smyth & Co. Inc.

"A Statewide Professional Land Surveying Service Company"

**235 N. Getty St., Suite B**

**Uvalde, Texas 78801**

**FIRM # 10008800**

**Office Tel. (830) 591-0858**

**smythsurveyors.com**

**Fax (830) 591-0863**

## **FIELD NOTES FOR A BOUNDARY RETRACEMENT SURVEY OF 0.39 ACRE, MORE OR LESS COMPLETED MAY 26, 2021**

Being a Boundary Retracement Survey of 0.39 Acres, more or less, lying in Brewster County, Texas, being all of Lots Number Seven (7) and Eight (8), and the west one-third of Lot Nine (9), Block Fifty-Four (54), Original Town Site of Alpine, and also being a called 894.5 square foot triangular tract our of Murphy Street lying north of and adjacent to the North line of Block 54, Original Town Site of Alpine, and also being those same certain tracts described as Tract 1 and Tract 2 respectively in conveyance document to Fielder Properties Management, LLC, recorded in Volume 396, Page 173 of the Brewster County Official Public Records, Brewster County, Texas and being more particularly described by metes and bounds as follows: (The courses, distances, areas and any coordinates cited herein or shown on the corresponding survey plat conform to the Texas Coordinate System, North American Datum 1983, Texas South Central Zone.) (All corners called for as being set are marked on the ground with ½" rebar with plastic identification caps stamped "RPLS/6418" attached unless otherwise noted or shown.)

**BEGINNING:** at a found ½" diameter rebar capped "Walker/4425" at the intersection of the southeasterly Right-of-Way of E. Murphy Avenue (55.56' R.O.W.) and the northeasterly Right-of-Way of South 5<sup>th</sup> Street (55.56' R.O.W.), also marking the northwest corner of said Lot 7, marking the common corner of said Tract 1 parent tract and said Tract 2 parent tract and marking the northwest corner of the herein described tract;

**THENCE:** N 73° 14' 15" E, with the southeasterly Right-of-Way of E. Murphy Avenue, also with the common lines of said Tract 2 parent tract and the herein described tract for a distance of 129.64 feet to a set ½" diameter rebar marking the northeast corner of said Tract 2 parent tract and marking the northeast corner of the herein described tract;

**THENCE:** S 16° 45' 45" E, with the common lines of said Tract 2 parent tract and the herein described tract, passing the common corner of that same certain tract described in conveyance document to Patricia Ann LaFarelle recorded in Volume 126, Page 58 of the Brewster County Official Public Records, said Tract 2 parent tract and said Tract 1 parent tract, continuing on the sane course crossing over and across said Lot 9, with the common lines of said Patricia Ann LaFarelle tract, said Tract 1 parent tract and the herein described tract for a distance of 130.74 feet to a set ½" diameter rebar at a point on the common line of a 16.67' platted alley and said Lot 9, marking the common corners of said Patricia Ann LaFarelle tract, said Tract 1 parent tract and marking the southeast corner of the herein described tract, from which a found 5/8" diameter rebar bears N 73° 19' 49" E, 206.30 feet;

**THENCE: S 73° 16' 45" W**, with the common lines of said 16.67' platted alley, said Lot 7, said Lot 8, said Lot 9, said Tract 1 parent tract and the herein described tract for a distance of **129.64** feet to a set ½" diameter rebar at the intersection of the northwesterly Right-of-Way of said 16.67' platted alley and the northeasterly Right-of-Way of South 5<sup>th</sup> Street, marking the common corner of said Lot 7 and said Tract 1 parent tract and marking the southwest corner of the herein described tract:

**THENCE: N 16° 45' 45" W**, with the northeasterly Right-of-Way of South 5<sup>th</sup> Street, also with the common lines of said Lot 7, said Tract 1 parent tract and the herein described tract for a distance of **130.65** feet to the **Place of Beginning** and containing **0.39** acre of land, more or less, within the herein described boundary, according to an actual on the ground survey made by D. G. Smyth & Co., Inc. and completed on May 26, 2021.

THE STATE OF TEXAS:  
COUNTY OF DAVALL:

It is hereby certified that the foregoing field note description and Attached plat were prepared from an actual on the ground survey Made by personnel working under my direct supervision and that Same are true and correct according to said survey.

  
Mark E. Logrbrinck, Registered Professional Land Surveyor/No. 6418  
PROJ. NO. 21-0268







**CITY COUNCIL**  
**MEETING AGENDA ITEM COVER MEMO**  
**MAY 9, 2023**

To: Honorable Mayor and City Council  
Agenda Item: Action Item 6 – Interlocal Agreement with Brewster County – Fire Services  
Agenda Sponsor: M. Antrim, City Manager

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**SYNOPSIS**

6. Approve the Interlocal Agreement with Brewster County establishing the Alpine Emergency Services Board for management of the Alpine Volunteer Fire Department. (M. Antrim, City Manager)

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**BACKGROUND**

- City and County representatives began initial discussions because of the then current interlocal agreement for fire services expiring. The agreement expired in February 2023 and the County provided notice that they would not be renewing and requested to re-evaluate the structure and to join resources to better serve our community.
- The City Council was informed March 7, 2023 of the upcoming changes.
- City and County have reviewed funding sources, facilities, and equipment and needs of our community and fire services.
- A non-profit organization (Alpine Emergency Services Board) has been established to include both representatives chosen by the City and county. The board would provide financial oversight, guidance, and growth for the fire department.
- The City would appoint three (3) members to the board.
- City requested City Attorney, Rod Ponton, to assist with developing the Interlocal Agreement.
- The interlocal agreement was presented April 18, 2023 to Council as an information and discussion item.
- Part of the agreement includes the City transferring all fire department assets (not including the antique fire trucks) to the Alpine Emergency Services Board.
- Brewster County approved the interlocal agreement on April 11, 2023 during their regular County Commissioners Court.

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## **SUPPORTING MATERIALS**

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1. City of Alpine and Brewster County Interlocal Agreement regarding Firefighting and Fire Protection Services, and Alpine Emergency Services Board
2. City of Alpine Fire Department Asset List
3. Alpine Volunteer Fire Department Asset List (provided May 2, 2023)

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## **STAFF RECOMMENDATION**

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**APPROVE:** City Staff supports approval of this resolution.

City Manager

Megan Antrim

City Secretary

Geoffrey Calderon

**CITY OF ALPINE AND BREWSTER COUNTY INTERLOCAL AGREEMENT REGARDING  
FIREFIGHTING AND FIRE PROTECTION SERVICES, and  
ALPINE EMERGENCY SERVICES BOARD**

This Interlocal Agreement between the City of Alpine and Brewster County, Texas, is for Firefighting and Fire Protection Services provided by the Alpine Volunteer Fire Department (hereinafter "AVFD"), and joint management and operation of such services by the Alpine Emergency Services Board, Inc. (hereinafter "AESB"), a 501(c)(3) organization. The provision and support of AESB is in the mutual interest of the City of Alpine and Brewster County.

**RECITALS**

- WHEREAS,** the Interlocal Cooperation Act, Chapter 79 I, Texas Government Code (the "Act"), and the Constitution of the State of Texas, Article III, section 64(b) (the "Constitution") specifically authorize counties and other political subdivisions comprised or located within the county, to contract with one another for the performance of governmental functions and/or services required or authorized by the Constitution, or the laws of the State, under the terms and conditions prescribed in the Act; and
- WHEREAS,** Texas Government Code Section 791.006 specifically authorizes interlocal agreements for fire services; and
- WHEREAS,** Texas Government Code Section 791.013 specifically authorizes the parties to an interlocal agreement to contract with an organization that qualifies for exemption from federal income tax under Section 501(c), such as the AESB, to be charged with oversight, policy and management of the subject matter of an interlocal agreement; and
- WHEREAS,** the AVFD has provided firefighting and fire protection services to residents and property owners within the Alpine Fire District, which includes the City of Alpine and Brewster County; and
- WHEREAS,** the functions and/or services contemplated to be performed by the City of Alpine, Texas, and Brewster County, Texas, as set out herein, are governmental functions and/or services contemplated by the terms of the Act and are functions and/or services which each or the parties hereto have independent authority to pursue, notwithstanding this Interlocal Agreement (hereinafter "Agreement"); and
- WHEREAS,** the parties agree that the best way to combine the efforts of Brewster County and the City of Alpine, to oversee an integrated firefighting organization, is to create a jointly managed nonprofit organization—the AESB, to operate and manage all fire and emergency services delegated to such organization by Brewster County and the City of Alpine, to include the AVFD, Alpine Fire Department, and Alpine Fire and Rescue.

**WHEREAS,** both the City of Alpine (hereinafter "City") and Brewster County (hereinafter "County") (collectively referred to as "the parties") are desirous of entering into this Interlocal Agreement, (hereinafter "Agreement") as is evidenced by the ordinances, resolutions, or orders of their respective governing bodies approving this Agreement; and

**WHEREAS,** the parties agree that this Agreement would mutually benefit the parties, serve the public interest and benefit the public health, safety, and welfare of the parties' inhabitants.

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

**Section 1. Alpine Emergency Services Board, Inc.**

- A. The parties will cooperate to form the AESB for the management and operation of the joint fire and emergency operations of the City of Alpine and Brewster County delegated thereto by the parties.
- B. Creation of and governance of the AESB will be established by separate Articles of Incorporation and By-laws.
- C. AESB will undertake the following as responsibilities:
  - i. care for all equipment and rolling stock, to include obtaining insurance thereon;
  - ii. ensure adequate liability insurance coverage for the activities overseen by the AESB and make copies available to the parties;
  - iii. retain workers compensation insurance in the amount required by law;
  - iv. all insurance required to be obtained by AESB shall occur no later than 60 days after creation of the AESB
  - v. oversight, funding, and management of the Texas Emergency Retirement System;
  - vi. provide firefighting and fire protection services to all residents and properties within the Alpine Fire District, being the area for which the AVFD previously had responsibility and as depicted in the map attached hereto as Exhibit "A". The term "firefighting" as used in this Agreement shall mean the action or process of extinguishing fires. The term "fire protection services" as used in this Agreement shall mean measures taken to prevent fire from becoming destructive, reduce the impact of uncontrolled fire, save lives and property implementation of safety planning practices and drills, and includes education on fire, research, investigation, safety planning, building construction, safe operations, training and testing or mitigating systems;

- vii. ensure proper training and certification for all firefighter staff;
  - viii. maintain good standing with all federal, state, and local regulatory agencies
  - ix. advise the Brewster County Emergency Management Coordinator as necessary regarding AESB activities, functions and needs;
  - x. meet and confer with County and City representatives as necessary to share information as is necessary for City and County to be fully apprised of the provision of the firefighting and fire protection and emergency services overseen by AESB;
  - xi. make quarterly status reports to the City and County during the first fiscal year of operations, with the number of reports thereafter to then be at the request of the City and County, to be no less frequent than once per year;
- D. By mutual agreement, the City and County may terminate the AESB as an operating entity with 180 days of written notice.

## **Section 2. Duties of City**

A. At the initiation of this Agreement, the City will:

- i. 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 AESB, with AESB overtaking responsibility for insurance coverage thereon, as discussed in Section 1 above.
- ii. The City agrees to maintain all existing insurance coverage for equipment, worker's compensation, and liability for a period of 60 days after establishment of AESB in order to allow AESB to obtain the coverage discussed in Section 1 above.
- iii. For fiscal year 2023, provide funding to AESB in the amount allocated by City budget for AVFD and fire services.

B. After fiscal year 2023, for the term of this Agreement, including any renewal terms, the City will:

- i. Pay half (50%) of the cost of AESB operation, as offered by AESB, with the remaining half (50%) to be paid by the County, as discussed in Section 3 below

### **Section 3. Duties of County**

A. For the term of this Agreement, including any renewal terms, the County will:

- i. Retain ownership of all equipment and rolling stock, including those items transferred by the City to the County in Section 2 above;
- ii. Own and maintain the emergency services building that houses AVFD, Alpine Fire Department and Alpine Fire And Rescue, to include payment of building and property insurance thereon, payment of all utilities, including phone and internet.
- iii. Allow AESB use of the emergency services building at no charge to AESB
- iv. provide the Jake Brisbin Emergency Operations Center facilities available to the AESB as needed;
- v. provide the Emergency Management Coordinator ("EMC") services for coordination of the County's duties under this Agreement. The EMC will assist in obtaining training, funding, equipment, and coordinate any efforts to assist AESB as requested by the AESB;
- vi. Pay half (50%) of the cost of AESB operation, as offered by AESB, with the remaining half (50%) to be paid by the City, as discussed in Section 2 below;
- vii. Serve as the fiscal agent for the Agreement

**Section 4. Policies and Procedures.** AESB will adopt and comply with operational policies and procedures for providing firefighting and fire protection services that are mutually acceptable to the City and County, including procedures regarding recordkeeping, reporting, and plan approval.

**Section 5. Notice.** Any notices given under this Agreement must be in writing and delivered to the addresses of the respective parties indicated below:

City: Alpine City Hall  
100 N 13th St  
Alpine, Texas 79830  
Telephone: (432) 837-3301  
Fax: (432) 837-2044  
Attn: City Manager

County: Brewster County Courthouse  
P.O. Box 1630  
Alpine, Texas 79831  
Telephone: (432) 837-2412  
Fax: (432) 837-1127  
Attn: County Judge

These addresses for notice may be changed by either the City or County by delivering written notice of the change

**Section 7. Term.** The term of this Agreement will be for five (5) years commencing upon the \_\_\_ day of \_\_\_\_\_ 2023 ("Effective Date"). The term of this Agreement may be extended only upon the mutually signed agreement of both parties upon such terms and conditions as agreed to at that time.

Either party may terminate this Agreement with or without cause, before the end of the then current term by providing the other party with a six (6) month written notice.

**Section 8. Liability.** In providing firefighting and fire protection services pursuant to this Agreement, each Party shall be legally responsible for the conduct of their respective employees, regardless of whether such employees are performing duties at the request of or under the authority, direction, suggestion or order of the Requesting Party. This assignment of civil liability is specifically permitted by section 791.006(a-1) of the Texas Government Code ("Code") and is intended to be different than the liability otherwise assigned under section 791.006(a) of the Code. Each Party hereby waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.

**Section 9. General Provisions.**

- A. **Cooperation.** The City and County agree to cooperate with each other, in good faith, at all times to effectuate the purposes and intent of this Agreement. Each party acknowledges and represents that this Agreement has been duly authorized by its respective governing body.
- B. **No merger or Consolidation.** Notwithstanding anything in this Agreement which may be construed to the contrary, this Agreement shall not operate as a merger, consolidation or annexation of one political subdivision by another.
- C. **No Partnership or Association.** It is not the intention of the parties hereto to create a partnership or association. The duties and liabilities of City and County are intended to be separate and not joint or collective. Nothing contained in this Agreement and in any agreement made pursuant hereto shall ever be construed to create a partnership or association or impose a partnership duty, obligation or liability with respect to any one or more of the parties hereto.
- D. **Entire Agreement; Amendments.** This Agreement contains the entire agreement between the parties respecting its subject matter and supersedes all prior understandings and agreements between the parties regarding these matters. This Agreement may not be modified or amended except by written agreement duly executed by the parties hereto.
- E. **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- F. Immunities Preserved. This Agreement is not intended to and does not extend the liability of the parties beyond that provided by law. Neither the City nor the County waives an immunity or defense that would otherwise be available to it against claims by third parties.
- G. Dispute Resolution. Any and all disputes arising between the parties pertaining to or arising out of this Agreement shall be resolved in Brewster County, Texas, and in the following order of preference:
- a. by good faith negotiation between representatives of the parties who have authority to fully and finally resolve the dispute;
  - b. if necessary, by non-binding mediation at a location acceptable to both using a neutral mediator having relevant experience, with costs of mediation shared equally; or
  - c. if (a) and (b) fail to resolve the dispute, then by litigation.
- H. Applicable Laws. This Agreement must be construed in accordance with the laws and constitution of the State of Texas. All obligations under this Agreement are performable in Brewster County, Texas, and venue for any action arising under this Agreement will be in Brewster County, Texas.

APPROVED and EXECUTED to be effective on the Effective Date.

**BREWSTER COUNTY, TEXAS**



Judge Greg Hennington

**CITY OF ALPINE, TEXAS**

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

ATTEST:



Sarah Vasquez, County Clerk

\_\_\_\_\_  
Geo Calderon, City Secretary

APPROVED AS TO FORM AND CONTENT:



Attorney for Brewster County

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



05-04-23  
TIME:09:23 AM  
All Types

CAPITAL ASSETS BREAKDOWN DEPRECIATION LISTING

PAGE 1  
PREPARER:0010

TAG NO	DESC OF ASSET	WORKING	SALVAGE	BALANCE	ACCUMULATED	DEPRECIATION	REMAINING	NET
GL ACCT NO	PURCHASE DATE	COST	VALUE	TO DEPR	09-30-2022	CURRENT YEAR	TO DEPR	VALUE
85	1987 TOWER TRUCK							
01-632-0701	08-31-2006							
DEPR MONTHS:	240	129,000.00	0.00	129,000.00	103,737.50	6,450.00	18,812.50	18,812.50
93	*01 TRUCK							
01-632-0701	07-09-2008							
DEPR MONTHS:	60	5,700.00	0.00	5,700.00	5,700.00	0.00	0.00	0.00
97	*09 PUMPER							
01-632-0701	10-01-2010							
DEPR MONTHS:	240	260,756.15	0.00	260,756.15	155,367.21	13,037.80	92,351.14	92,351.14
130	1991 GMC SIERRA							
01-632-0701	08-14-1991							
DEPR MONTHS:	120	42,107.00	0.00	42,107.00	42,107.00	0.00	0.00	0.00
135	'97 FIRE ENGINE							
01-632-0701	01-01-1997							
DEPR MONTHS:	120	162,850.66	0.00	162,850.66	162,850.66	0.00	0.00	0.00
513	FIRE DEPT-DESK							
01-632-0503	10-31-2002							
DEPR MONTHS:	240	320.00	0.00	320.00	318.67	1.33	0.00	0.00
514	FIRE DEPT-CHAIR							
01-632-0503	10-31-2002							
DEPR MONTHS:	240	115.00	0.00	115.00	114.52	0.48	0.00	0.00
515	FIRE DEPT-CHAIR							
01-632-0503	10-31-2002							
DEPR MONTHS:	240	115.00	0.00	115.00	114.52	0.48	0.00	0.00
516	FIRE DEPT-CHAIR							
01-632-0503	10-31-2002							
DEPR MONTHS:	240	15.00	0.00	15.00	14.94	0.06	0.00	0.00
517	FIRE DEPT-DESK							
01-632-0503	10-31-2002							
DEPR MONTHS:	240	320.00	0.00	320.00	318.67	1.33	0.00	0.00
555	FIRE DEPT-BUNKER GEAR							
01-632-0503	10-01-2004							
DEPR MONTHS:	120	14,000.00	0.00	14,000.00	14,000.00	0.00	0.00	0.00
556	FIRE DEPT- EQUIPMENT							
01-632-0700	12-01-2010							
DEPR MONTHS:	120	3,320.00	0.00	3,320.00	3,320.00	0.00	0.00	0.00
557	FIRE DEPT-CHAIR							
01-632-0503	10-31-2002							
DEPR MONTHS:	240	180.00	0.00	180.00	179.25	0.75	0.00	0.00
558	FIRE DEPT- RANGE							
01-632-0503	10-31-2002							
DEPR MONTHS:	180	430.00	0.00	430.00	430.00	0.00	0.00	0.00

05-04-23  
TIME:09:23 AM  
All Types

CAPITAL ASSETS BREAKDOWN DEPRECIATION LISTING

PAGE 2  
PREPARER:0010

TAG NO	DESC OF ASSET	WORKING	SALVAGE	BALANCE	ACCUMULATED	DEPRECIATION	REMAINING	NET
GL ACCT NO	PURCHASE DATE	COST	VALUE	TO DEPR	09-30-2022	CURRENT YEAR	TO DEPR	VALUE
-----								
1307	CONNEX BOX - 8/12 X40'							
01-632-0700	03-03-2017							
DEPR MONTHS:	240	3,200.00	0.00	3,200.00	880.00	160.00	2,160.00	2,160.00
1406	REPAIRS- REPEATER ANTENNA							
01-632-0700	02-28-2019							
DEPR MONTHS:	200	2,575.62	0.00	2,575.62	553.76	154.54	1,867.32	1,867.32
=====								
TOTAL # OF ASSETS:	16	625,004.43	0.00	625,004.43	490,006.70	19,806.77	115,190.96	115,190.96

\* = DEPRECIATED TO SALVAGE VALUE

## CAPITAL ASSETS BREAKDOWN DEPRECIATION LISTING - SUMMARY BREAKDOWN

PAGE 3

GL ACCT NUMBER	WORKING COST	SALVAGE VALUE	BALANCE TO DEPR	ACCUMULATED 09-30-2022	DEPRECIATION CURRENT YEAR	REMAINING TO DEPR	NET VALUE
01-000-0000	625,004.43	0.00	625,004.43	490,006.70	19,806.77	115,190.96	115,190.96
TOTAL # OF SUMMARYS:	1	625,004.43	0.00	490,006.70	19,806.77	115,190.96	115,190.96

1. Vehicle Inventory Sheet:

**Engine 1**

Item(s)	Serial Number	Comments
TIC	Brewster Co. # 0458	Batteries x 2
Pelican Light & Charger x 2		
Halligan Tool x 2		
Bolt Cutters		
TNT Tool		
Pry Bar		
Nozzle (Fog) x 5		
Nozzle (Smooth Bore)		
Piercing Nozzle		
Gated Y		
Strainer		
Fan Nozzle		
Foam Inductor		
Larger Spanner Wrench x 4		
Nozzle (Foam)		
Tool Bag (Red):		
Hydrant Wrench x 2		
Rubber Mallet		
Splitter (Cutoff)		
Leather Patch		
Tool Bag (Yellow):		
Rubber Mallet		
Female Connectors x 3		
Male Connectors x 2		
Reducers x 4		
Metal Patch		
Tool Bag (Blue): Assorted Hand Tools		Pliers, Wrenches, Drives
Blue Tarp		
Axe (Flat)		
Axe (Pick Head)		
Generator w/ Standup Light	8610200316 / 759945	
Hose Clamp	NO 12121	
Generator (Combi Tool)	27502100	
Spreader	273040000	
Hose (Combi Tool)		
Cross lay (Rolled) x 3		
Cross lay (Bundled) x 4		
24' Ladder	AL 21-24-00	
14' Ladder	AL 21-14-99	
10' Ladder (Attic)	277516	
Deck Gun	34230006	
10' Pike Pole		
Refill Hose Line 1.5" x 2		
Side Nozzles (Adjusting) x 4		
Side Hoses x 4		
Jump Line and Nozzle x 2 hoses		

[illegible]

1. Vehicle Inventory Sheet:

**Engine 2**

Item(s)	Serial Number	Comments
Vent Master 575 XTorque	103006-T050-00128	
Honda Tempest Power Blower	102606-050-00171	
Stream Light x 2	772336 / 772468	
10' Ladder (Attic)	472348	
14' Ladder	237603	
24' Ladder	243230	
Akron Brass Co. Deck Gun	D1	
Buckeye Platinum Foam	50385	
Akron Light	759945	
Nozzle (Foam)		
10' Pike Pole		
Kochek Hard Suction Line		
Short Refill Line		
Pick Head Axe		
5 Gallon Gas Can		
2.5 Gallon Gas Can		
5 Gallon Diesel Can		
Axe (Flat Head)		
Canvas Tarp (L)		
Spanner Wrench x 2		
Paratech Halligan Tool	01703809	
3' Pike Pole		
4' Pike Pole		
Piercing Nozzle		
Toolsmith Bold Cutters	5315724	
TNT Tool		
3' Pry Bar		
Extended Hydrant Wrench		
McGuire Nicholas Tool Bag (Various)		Cutters, Tape Vices, Dikes
Akron Play Pipe		
Metal Hose Jacket		
Leather Hose Jacket		
Elkhart Bore Nozzle (Short)		
Elkhart Bore Nozzle (Long)		
Straight Bore Nozzle		
Kochek Spanner Wrenches x 4		
Large Brass Y		
Elkhart Brass Triple Y		
Akron 1.5" Turbojet Nozzle		
Akron 1.5" Fire Nozzle		
Rubber Mallet		
Task Force Automatic Nozzle Tip		
Cleveland Strap		
Kochek 2.5" Coupling Connection x 2		
Red Headed Adapter		

[illegible]

1. Vehicle Inventory Sheet:

**Engine 3**

Item(s)	Serial Number	Comments
TIC	A1-44299-C09	
Large Fan	5678	
24' Ladder	277699	
14' Ladder	263485	
10' Ladder (Attic)	237274	
10' Pike Pole		
Generator Combi Tool	CC20485	
Yamaha Motor Generator	T30310	
Axe (Pick Head) x 2		
Axe (Flat Edge)		
Hydrant Breaker Tool		
Wall Insertion Nozzle		
Bolt Cutters		
3' Pike Pole		
5' Pike Pole		
Halligan Tool		
Pry Bar		
Spanner Wrench x 4		
Hydrant Tools x 3		
5" Fill Line		
2" Fill Line		
Blue Tarps x 3		
Toolbox (Various tools)		Drivers, Wrenches, Sockets
High Rise Packs 1 ¼ x 2		
Rolled Hose 1 ¼ x 2		
Foam Buckets 5-Gal x 3		
Foam Nozzles 1 ¼ x 2		
Foam Inducer Nozzle		
Hard Suction Line		
2" Nozzle with Hose x 3		
Cleveland Load Line x 3		
Deck Gun	Akron 4.50 NH	
Yard Monitor Y		
2½" to 1¼ Y		
Cup links 1 Male 1 Female		
1" Reducers		
Leather Hose Jacket		
Foam Inducer Nozzle		
Pistol Grip Nozzle 2½"		
Nozzle (Smooth Bore) x 2		
No Limiter Nozzle		
Set of Hydrant Wrenches		
Strainer		
Pelican Lights x 2		
Chalks x 2		



[illegible]

1. Vehicle Inventory Sheet:

**Rescue 1**

Item(s)	Serial Number	Comments
24' Frame Ladder		
10' Pike Poles x 2		
Complete Medic Bags x2		
Assorted Chalk Blocks x 35		
Bee Suits (L) x2		
Oxygen Bag for Pets		
Blue Tarp		
Canopy		
Repelling Ropes x 4		
Axe (Crash)		
Halligan Tool		
5' Pike Pole		
Bolt Cutters		
Sledgehammer 8 Pound		
Axe (Flat)		
Pry Bar		
Rock Bar		
Flares x 3		No Striker
Max Force Air Bag (L) x 20		
Max Force Air Bag (M) X 22		
Max Force Air Bag (XS) x 32		
Max Force Air Bag (S) x 74		
Max Force Air Bag (S 500lbs) x 44		
Max Force Air Bag (M 1000lbs) x 35		
Max Force Air Bag (L 1500lbs) x 17		
Max Force Air Bag (L 2000lbs) x 12		
Max Force Air Bag (2500lbs) x 3		
Max Force Air Bag (3000lbs) x 5		
Max Force Air Bag (5000lbs) 1		
Vetter Air Bag	04098817	
Vetter Regulator Bag / Tools		
Milwaukee Sawzall w/ Battery	2620-21	
Flares x 6		
Para-Tech Max Force Power Kit	0461	
Rubber Ground Pads x 4		
Metal Ground Pads x 2		
Composite Ground Pads x 4		
Telescopic Braces x 2		
Fixed Bracers x 2		
Assorted Parts for Bracers		Securing Straps, Pins, Posts
Bag of Assorted Tie Down Straps		
120v Makita Sawzall	0479	Assorted Blades in Box
ABC Extinguisher		
Pressurized H2O Extinguisher		
Igloo Cooler		
Door Frame Reinforcement x 2		

[illegible]

### 1. Vehicle Inventory Sheet:

## Brush 1

[illegible]

### 1. Vehicle Inventory Sheet:

### Attack 1

[illegible]

### 1. Vehicle Inventory Sheet:

[illegible]

### 1. Vehicle Inventory Sheet:

## Kubota

[illegible]

1. Inventory Sheet:

SCBA Room		
Item(s)	Serial Number	Expiration Date
SCBA Bottles	6145-75232	5/21
	IJ 126638	4/06
	IJ 126622	4/06
	IJ 126634	4/06
	IJ 125972	4/06
	IJ 86879	11/04
	IJ 126623	4/06
	IJ 177787	11/08
	6145-75187	5/21
	IJ 125813	4/06
	IJ 177797	11/08
	IJ 126770	4/06
	6145-75226	5/21
	IJ 177805	11/08
	IJ 125762	4/06
	IJ 177789	11/08
	IJ 177792	11/04
	6145-75229	5/21
	6145-75231	5/21
	IJ 85538	10/04
	IJ 125983	4/06
	IJ 86964	11/04
	IJ 126609	4/06
	IJ 86874	11/04
	6145-75185	5/21
Steel SCBA Tanks	3AL2216	9/04
	E64898-22-16	9/04
Yellow Air Cylinders	BC 0473	
	BC 0443	
	BC 0444	
	BC 0446	
	BC 0445	
Cascade SCBA Refill Cage	AA 090779	
Cascade Generator	SC 000440MHC	
<b>HOSE ROOM</b>		
1.5-inch Hose x 34		
2.5-inch Hose x 11		
5-inch hose x 9		
Dredging Hoses x 2		
Bottles of Foam x 9		





**CITY COUNCIL**  
**MEETING AGENDA ITEM COVER MEMO**  
**MAY 9, 2023**

To: Honorable Mayor and City Council  
Agenda Item: Action Item 7 – Appoint City Representatives to the Alpine Emergency Services Board  
Agenda Sponsor: M. Antrim, City Manager

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**SYNOPSIS**

7. Approve the appointment of Aaron Rodriguez, Stacey Wood, and Albert Benitez to be representatives of the City to the Alpine Emergency Services Board. (M. Antrim, City Manager)

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**BACKGROUND**

- Aaron Rodriguez is a former law enforcement and currently owns his own IT company.
- Stacey Wood is the Alpine Market President at Trans Pecos Banks.
- Albert Benitez is a certified firefighter and is currently working with Emergent Air.

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**SUPPORTING MATERIALS**

None

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**STAFF RECOMMENDATION**

**APPROVE:** City Staff supports approval of this resolution.

City Manager

Megan Antrim

City Secretary

Geoffrey Calderon

## **CONCLUSION OVERVIEW**

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

**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, as authorized by the 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 551.086 (economic development).

**11. Executive Session** –

**Consultation with Attorney § 551.071, Texas Government Code**

1. Discuss the proposed Daugherty lease with the City Attorney. (M. Antrim, City Manager)

**12. Action – Executive Session** –

1. Action, if any, concerning the proposed Daugherty lease discussion with the City Attorney. (M. Antrim, City Manager)

**13. Adjourn.**