

# Agenda of Regular Meeting

## The Board of Trustees

### Marathon ISD

#### *Preparing Each Student for a Successful Future as a Lifelong Learner*

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A Regular Meeting of the Board of Trustees of Marathon ISD will be held August 31, 2022, beginning at 6:00 PM in the Marathon High School Library.

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

- I. Call Meeting to Order
- II. Pledge of Allegiance to the American and Texas Flags
- III. Moment of Silence
- IV. Public Comment
- V. Public Meeting to Discuss 2022-2023 Proposed Budget 3
- VI. Adoption of 2022-2023 Budget
- VII. Public Meeting to Discuss 2022-2023 Budget and Proposed Tax Rate
- VIII. Resolution: Adoption of 2022 Tax Rate 28
- IX. Marathon ISD Private Route Services - Private Transportation Allotment 29
- X. Contract for Election Services with Brewster County 30
- XI. Resolution: Extracurricular Status of 4-H Organization & Adjunct Faculty Agreement 37
- XII. Memorandum of Understanding with Gage Hotel for Student Experience 42
- XIII. Consent Items
  - a. Monthly Tax Collection Report 47
  - b. Budget Amendments 62
  - c. Review and approve previous Board Minutes 63
- XIV. Superintendent Report
  - a. District Goals Updates
    - 1. Student Performance
      - a. 2022 TEA Accountability Rating
    - 2. Graduation Rate
    - 3. Staff Quality
      - a. Approval of Teacher Outside of Certification
      - b. 2022-2023 Employee Handbook 66
    - 4. Safe and Healthy School Climate
      - a. Discussion of Potential Facility Projects via Zoom with Richard Schwope, JSA Architect.

b. Approval of Partnership Agreement with Marathon Primary Care Services, LLC.	132
c. Active Shooter Drill Training	
d. School Safety and Security Committee	
5. Fiscal Responsibility and Facilities Management	
a. MES Water Leak and Repairs	134
b. Resolution: Multi-Jurisdictional Hazard Mitigation Action Plan	135
6. Board/Parent/Community Engagement	
XV. Upcoming Events	
XVI. Closed Meeting	
In accordance with the Texas Open Meetings Act (Subchapter D and F of Chapter 551 of the Texas Government Code, the board will now enter into closed meeting to deliberate subjects listed on the agenda authorized by Subchapter D. Any final action, decision, or vote on a subject deliberated in closed meeting will be taken in an open meeting held in compliance with the Texas Open Meetings Act. Tex. Gov't Code 551.071	
a. Consultation with District's legal counsel regarding legal issues related to Superintendent search process. This consultation may take place telephonically. Tex. Gov't Code §§ 551.071; 551.129	
b. Discussion regarding filling Superintendent vacancy. Tex. Gov't Code §§ 551.074	
c. Superintendent Search Tex. Gov't Code §§ 551.074	
d. Discussion of MISD's Guardian Program Tex. Gov't Code §§ 551.074; 551.076	
e. Discussion regarding teacher/coach responsibilities and contract days. Tex. Gov't Code §§ 551.074	
XVII. Open Meeting	
a. Appropriate action regarding filling Superintendent Vacancy Tex. Gov't Code §§ 551.074	
b. Appropriate action regarding Superintendent's Search Process Tex. Gov't Code §§ 551.074	
c. Appropriate action regarding MISD's Guardian Program Tex. Gov't Code §§ 551.074; 551.076	
d. Appropriate action regarding teacher/coach contract days. Tex. Gov't Code §§ 551.074	
XVIII. Adjourn	

***The Marathon ISD seven-member Board of Trustees is focused on student achievement and the overall success of the school district.***

# MARATHON INDEPENDENT SCHOOL DISTRICT

## 2022-2023 Proposed Budget

Wednesday, August 31, 2022

		Estimated Revenues	Appropriations
<b>Fund 199 - General Maintenance</b>	Revenues	\$ 1,817,677.00	\$ 1,836,663.00
	<b>General Maintenance Fund Balance</b>	<b>\$ 18,986.00</b>	
		\$ 1,836,663.00	\$ 1,836,663.00

<b>Fund 198 - Construction Projects</b>	Revenues	\$ -	\$ 25,000.00
	<b>Committed Fund Balance</b>	<b>\$ 25,000.00</b>	
		\$ 25,000.00	\$ 25,000.00

<b>Fund 101 - Food Service</b>	Revenues	\$ 23,553.00	\$ 23,553.00
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*Fund 101 - Balanced Budget (Appropriations supported by estimated revenues and other general maintenance resources)*

<b>Total</b>	<b>\$ 1,885,216.00</b>	<b>\$ 1,885,216.00</b>
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	2021-2022	2022-2023			
199	\$ 1,886,860.00	\$ 1,836,663.00			
198	\$ 138,780.00	\$ 25,000.00			
101	\$ 25,436.00	\$ 23,553.00			
	\$ 2,051,076.00	\$ 1,885,216.00	\$ (165,860.00)	-8.0865%	

# MARATHON INDEPENDENT SCHOOL DISTRICT

## 2022-2023 Proposed Budget

### Wednesday, August 31, 2022

#### \*\* Budget Adoption by Fund and Function \*\*

#### Fund 199 - General Maintenance

			Estimated Revenue	Appropriations
Function:	00	57XX - Local Revenue	\$1,172,484	
	00	58XX - State Revenue	\$593,193	
	00	59XX - Federal Revenue	\$42,000	
	00	79XX - Other Resources	\$10,000	
	11	Instruction		\$912,096
	12	Media Services		\$2,750
	13	Professional Development		\$7,268
	23	Campus Administration		\$123,278
	31	Counseling Services		\$14,114
	33	Health Services		\$5,700
	34	Transportation Services		\$29,824
	36	Ex/Co-Curricular		\$93,565
	41	District Administration		\$277,877
	51	Facilities		\$187,736
	52	Security and Monitoring		\$7,105
	53	Data Processing/Technology		\$119,747
	61	Parental Involvement		\$1,000
	71	Debt Services		\$10,000
	91	Recapture Payment to TEA		\$0
	93	Payments to Fiscal Agents		\$3,300
	99	Other Payments/Appraisal District		\$37,550
	00	Transfer Out/Food Service Fund		\$3,753
	00	<b>General Maintenance Fund Balance</b>	<b>\$18,986</b>	
			<b>\$1,836,663</b>	<b>\$1,836,663</b>

#### Fund 198 - Construction Projects/Committed Fund Balance

			Estimated Revenue	Appropriations
Function:	00	37XX - Committed Fund Balance/Construction	\$25,000	
	51	62XX - Contracted Services/Facility/Safety		\$10,000
	51	63XX - Facility Materials/Safety		\$10,000
	52	63XX - Security/Materials/Equipment		\$5,000
			<b>\$25,000</b>	<b>\$25,000</b>

#### Fund 101 - Food Service

			Estimated Revenue	Appropriations
Function:	00	5921 - Federal Revenue/School Breakfast Program	\$14,000	
	00	7915 - Transfer In/General Fund	\$3,753	
	00	7949 - Other/SCA Grant Roll Forward	\$5,800	
	35	Food Services		\$23,553
		4	<b>\$23,553</b>	<b>\$23,553</b>

*Note: Estimated property tax revenues are based on a proposed tax rate of \$0.9429 per \$100 valuation.*

## GENERAL MAINTENANCE, FUND 199 ESTIMATED REVENUES

Estimated Revenues				
	2021-2022 Budget	2022-2023 Proposed	Inc/Dec	% Inc/Dec
571X Property Tax Revenue	\$1,075,786	\$1,152,884		
5742 Interest Earnings	\$3,100	\$10,100		
5743 Rent/Teacherege	\$6,000	\$3,000		
5744 Donations	\$2,000	\$0		
5749 Miscellaneous	\$27,939	\$6,500		
<b>Total Local Revenues</b>	<b>\$1,114,825</b>	<b>\$1,172,484</b>		
5811 Available School Funds/Per Capita	\$22,726	\$30,912		
5812 Foundation School Program	\$547,042	\$490,236		
5831 TRS On Behalf - Flow Thru w/6144	\$80,596	\$72,045		
<b>Total State Revenues</b>	<b>\$650,364</b>	<b>\$593,193</b>		
59XX - Federal Revenues (MAC/SHARS)	\$30,000	\$42,000		
7XXX - Other Resources	\$10,000	\$10,000		
<b>Total Local Revenues</b>	<b>\$40,000</b>	<b>\$52,000</b>		
<b>Total Estimated Revenues</b>	<b>\$1,805,189</b>	<b>\$1,817,677</b>	<b>\$12,488</b>	<b>0.69%</b>
<b>Fund Balance</b>	<b>\$81,671</b>	<b>\$18,986</b>		
	<b>\$1,886,860</b>	<b>\$1,836,663</b>		

Appropriations by Function & Object					
By Function:	Amount	Percentage	By Object:	Amount	Percentage
11-Instruction	\$912,096	49.66%	61XX - Payroll Costs	\$1,287,850	70.12%
12-Media Services	\$2,750	0.15%	62XX - Professional Services	\$292,247	15.91%
13-Professional Development	\$7,268	0.40%	63XX - Supplies & Material	\$125,130	6.81%
23-Campus Administration	\$123,278	6.71%	64XX - Misc Fees/Travel Costs	\$127,683	6.95%
31-Counseling Services	\$14,114	0.77%	65XX - Lease Payment/School Bus	\$0	0.00%
33-Health Services	\$5,700	0.31%	66XX - Capital Assets/Bus	\$0	0.00%
34-Transportation Services	\$29,824	1.62%	89XX - Transfer Out	\$3,753	0.20%
36-Ex/Co-Curricular	\$93,565	5.09%		<b>\$1,836,663</b>	<b>100%</b>

**Appropriations by Function & Object**

<b>By Function:</b>	<b>Amount</b>	<b>Percentage</b>	<b>By Object:</b>	<b>Amount</b>	<b>Percentage</b>
41-District Administration	\$277,877	15.13%	<b>Reporting Requirement - SB622</b>		
51-Facilities	\$187,736	10.22%			
52-Security and Monitoring	\$7,105	0.39%	<b>Legally-Required Public Notices</b>	<b>2021-2022</b>	<b>2022-2023</b>
53-Data Processing/Technology	\$119,747	6.52%	6491-701 Superintendent's Office	\$ 500	\$ 500
61-Parental Involvement	\$1,000	0.05%	6491-702 Board of Trustees	\$ -	\$ -
71-Debt Services	\$10,000	0.54%	6491-750 Business Office	\$ 1,500	\$ 2,000
91 - Recapture Payment to TEA	\$0	0.00%		\$ 2,000	\$ 2,500
93-Payments to Fiscal Agents	\$3,300	0.18%	<b>Advocacy - Lobbying</b>		
99-Appraisal District	\$37,550	2.04%			
00-Transfer Out	\$3,753	0.20%	6214-701 Superintendent's Office	\$ 25	\$ 25
<b>Total</b>	<b>\$1,836,663</b>	<b>100%</b>		<b>\$ 2,025</b>	<b>\$ 2,525</b>

## Appropriations Comparison Report

	2021-2022	2022-2023	Inc/Dec	% Inc/Dec
11-Instruction	\$865,545	\$912,096	\$46,551	
12-Media Services	\$2,123	\$2,750	\$627	
13-Professional Development	\$3,076	\$7,268	\$4,192	
23-Campus Administration	\$116,851	\$123,278	\$6,427	
31-Counseling Services	\$35,336	\$14,114	-\$21,222	
33-Health Services	\$10,100	\$5,700	-\$4,400	
34-Transportation Services	\$17,418	\$29,824	\$12,406	
36-Ex/Co-Curricular	\$95,944	\$93,565	-\$2,379	
41-District Administration	\$263,313	\$277,877	\$14,564	
51-Facilities	\$185,097	\$187,736	\$2,639	
52-Security and Monitoring	\$5,605	\$7,105	\$1,500	
53-Technology/Data Processing	\$201,674	\$119,747	-\$81,927	
61-Community Involvement	\$1,000	\$1,000	\$0	
71-Debt Services	\$33,413	\$10,000	-\$23,413	
93-Payments to Fiscal Agents	\$4,920	\$3,300	-\$1,620	
99-Other Payments	\$35,216	\$37,550	\$2,334	
00-Transfer Out	\$10,229	\$3,753	-\$6,476	
	<b>\$1,886,860</b>	<b>\$1,836,663</b>	<b>-\$50,197</b>	<b>-2.66%</b>

	2021-2022	2022-2023	Inc/Dec	% Inc/Dec
61XX - Payroll Costs	\$1,230,483	\$1,287,850	\$57,367	
62XX - Professional Services	\$316,571	\$292,247	-\$24,324	
63XX - Supplies & Material	\$114,995	\$125,130	\$10,135	
64XX - Misc Fees/Travel Costs	\$108,798	\$127,683	\$18,885	
65XX - Capital Lease	\$23,413	\$0	-\$23,413	
66XX Capital Outlay/E-Rate	\$82,371	\$0	-\$82,371	
89XX - Transfer Out	\$10,229	\$3,753	-\$6,476	
	<b>\$1,886,860</b>	<b>\$1,836,663</b>	<b>-\$50,197</b>	<b>-2.66%</b>

### Projected Budget Deficit/Surplus

	2022-2023
Estimated Revenues	\$1,817,677
Projected Appropriations	\$1,836,663
Fund Balance Impact (Surplus/Deficit)	<b>-\$18,986</b>
	<i>deficit</i>

**CONSTRUCTION/FACILITIES/TECHNOLOGY/SECURITY PROJECTS  
COMMITTED FUND BALANCE - FUND 198**

		2021-2022	2022-2023	Inc/Dec.	% inc/Dec
<b>Revenues</b>					
3700	Fund Balance - Designated for Facilities	\$129,500	\$0		
3700	Fund Balance - Designated for Technology	\$0	\$0		
3700	Fund Balance - Designated for Security	\$9,280	\$25,000		
		\$138,780	\$25,000	-\$113,780	
<b>Appropriations by Function</b>					
51	Facilities	\$40,000	\$20,000		
52	Security	\$9,280	\$5,000		
81	Capital Improvements	\$89,500	\$0		
		\$138,780	\$25,000	-\$113,780	
<b>Appropriations by Object</b>					
66xx	Capital Improvements	\$138,780	\$35,000		
		\$138,780	\$35,000	-\$103,780	-74.78%

## FOOD SERVICE - FUND 101

<i>Note: 2021-2022 Data Subject to Change by Fiscal Year End</i>	2021-2022	2022-2023	Inc/Dec.	% inc/Dec
<b>Revenues</b>				
5921 - Federal Revenues	\$9,000	\$14,000		
5939 - Federal Revenues/Supply Chain Asst. Grant	\$6,207	\$0		
7915 - Transfer In/General Fund	\$10,229	\$3,753		
7949 - Other/SCA Grant Roll Forward		\$5,800		
	\$25,436	\$23,553	-\$1,883	-7.40%
<b>Appropriations by Function</b>				
Function 35-Food Service	\$25,436	\$23,502		
	\$25,436	\$23,502	-\$1,934	-7.60%
<b>Appropriations by Object</b>				
61XX - Payroll Costs	\$11,629	\$13,903		
63XX - Supplies & Material	\$12,207	\$7,500		
64XX - Misc Fees/Travel Costs	\$1,600	\$2,150		
	\$25,436	\$23,553	-\$1,883	-7.40%

### Highlights

#### *School Breakfast Program - Breakfast Offered Daily! Free to Students of MISD*

Students are provided with a free breakfast meal as per the federally funded Universal Breakfast Program.

#### *District funds used to supplement School Breakfast Program*

2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
\$0	\$5,524	\$6,816	\$2,175	\$12,026	\$13,941	\$10,279	\$10,229	\$3,753
No Salary Costs	Salary + Minimal Cost	Salary + Costs	Salary + Costs	Salary + Costs	Salary + Costs	Salary + Costs	Salary + Costs Projected	Salary + Costs Projected

## District Travel Rates

**Marathon Independent School District  
District Travel**

**Student Travel**

**Regular/District Travel Meals**

Breakfast:	\$ 10.00	*	\$2.00 (20% discretionary)
Lunch:	\$ 12.00	*	\$2.40 (20% discretionary)
Dinner:	\$ 14.00	*	\$2.80 (20% discretionary)

\*In the event that the time and location of student travel, requires that meal costs per student exceeds the set rates, the assigned coach or school sponsor, may at their discretion purchase meals at a rate not to exceed by **20%** per meal.

**Advanced/State Travel Meals**

Playoffs and State competition rates to be determined based on location and level of competition. Superintendent approval required.

**Overnight Stay - Hotel**

Hotel - Similar guidelines as employee travel, and adjusted accordingly to accommodate multiple occupancy or special group accommodations.

[Refer to the GSA's federal Domestic Maximum Per Diem Rates, effective Oct. 1, 2021.](#)

**Employee Travel**

Board Policy DEE (Legal)(Local)

Texas Comptroller of Public Accounts/US General Services Administration

**Travel - Meals**

	<b>Rates</b>	
Breakfast	\$ 10.00	(Leaving district/home prior to 7:00AM)
Lunch	\$ 14.00	
Dinner	\$ 26.00	(Overnight stay or arriving district/home after 6:00PM)

*Note: Meal must be purchased outside of the district/home*

**Overnight Stay - Hotel**

Approved rates as listed on the US General Services Administration website. If the city is not listed, but the county is listed, use the daily rate of the county. For locations not listed (city/county), the daily rates are:

Lodging In-State/Out-of-State: up to \$96

[Refer to the GSA's federal Domestic Maximum Per Diem Rates, effective Oct. 1, 2021.](#)

**School Board Members & Key Officials Travel**  
**Key Officials: Superintendent, Business Manager, Principal, and Counselor**

Board Policy BBG (Legal)(Local)  
Texas Comptroller of Public Accounts/US General Services Administration

**Travel - Meals**

	<u>Rates</u>	
Breakfast	\$ 10.00	(Leaving district/home prior to 7:00AM)
Lunch	\$ 14.00	
Dinner	\$ 26.00	(Overnight stay or arriving district/home after 6:00PM)

*Note: Meal must be purchased outside of the district/home)*

**Overnight Stay - Hotel**

Approved rates as listed on the US General Services Administration website. If the city is not listed,  
Lodging In-State/Out-of-State: up to \$192

[Refer to the GSA's federal Domestic Maximum Per Diem Rates, effective Oct. 1, 2021.](#)

**One Day - No Overnight Travel**

**Maximum Rate:** Meals are not to exceed \$36.00 per day (full day)  
**IRS Regulations:** Meal reimbursements will be processed through payroll as a taxable wage.

**Accountable Plan**

The Marathon Independent School District operates under an "accountable plan" in accordance with the Internal Revenue Service.

Prior approval is required for all travel and a request for a purchase order must be completed and submitted according to the travel guidelines.

Documentation - Original, itemized receipts are required for all travel reimbursements and charges.

## District Employee Benefits

**Marathon ISD**  
**Employer Paid Benefits - TRS Active Care Primary Plus**

	<b>Employee Benefit</b>	<b>Monthly Premium Per Employee</b>	<b>Annual Premium Per Employee</b>
<b>2022-2023</b>	TRS Active Care Primary+ Medical Health Plan	\$ 431.00	\$ 5,172.00
<b>2022-2023</b>	Metlife Dental	\$ 27.05	\$ 324.60
<b>2022-2023</b>	Metlife Vision	\$ 9.68	\$ 116.16
<b>2022-2023</b>	Dearborn Life & AD&D \$10,000/Value	\$ 0.48	\$ 5.76
<b>2022-2023</b> <b>**New**</b>	MASA - Emergent Plus Plan	\$ 14.00	\$ 168.00
	Emergency Air Ambulance Coverage		<b>\$ 5,786.52</b>
	Emergency Ground Ambulance Coverage	<i>TEA Portion</i>	<b>(\$900.00)</b>
	Hospital to Hospital Ambulance Coverage		<b>\$ 4,886.52</b>
	Repatriation to Hospital Near Home Coverage		

Approved by Marathon ISD Board of Trustees: August 8, 2022

# District Compensation Plan



**MARATHON INDEPENDENT SCHOOL DISTRICT**

**District of Innovation**

**2022-2023 Teacher Salary Pay Scale**

Step	Daily Rate	Teacher Bachelor's Degree	Teacher Master's Degree
		Annual Salary 10 Months 187 Days	Annual Salary 10 Months 187 Days
0	\$195.722	\$36,600	\$38,600
1	\$200.535	\$37,500	\$39,500
2	\$205.882	\$38,500	\$40,500
3	\$208.556	\$39,000	\$41,000
4	\$219.251	\$41,000	\$43,000
5	\$224.599	\$42,000	\$44,000
6	\$229.947	\$43,000	\$45,000
7	\$232.620	\$43,500	\$45,500
8	\$237.968	\$44,500	\$46,500
9	\$245.989	\$46,000	\$48,000
10	\$251.337	\$47,000	\$49,000
11	\$256.684	\$48,000	\$50,000
12	\$262.032	\$49,000	\$51,000
13	\$272.727	\$51,000	\$53,000
14	\$278.075	\$52,000	\$54,000
15	\$283.422	\$53,000	\$55,000
16	\$288.770	\$54,000	\$56,000
17	\$294.118	\$55,000	\$57,000
18	\$299.465	\$56,000	\$58,000
19	\$304.813	\$57,000	\$59,000
20/20+	\$310.160	\$58,000	\$60,000

Prorated: This salary pay scale is based on full-time/full year employment with the District. Employees working less than full time/full year, will be paid based on the daily rate for their documented years of experience by total employment days.

Prediction of future salaries are not possible from this pay structure. Salary plans are determined on an annual basis and salary advancement is not guaranteed. All salary/pay increases are contingent on Board approval.

**Board Approval Carry Forward  
Active MISD Teachers Hired Prior to May 2019**

Department/Position (Salaried)	Amount	Days
Returning Campus/Teacher	\$2,500	187

*\* \$2500 additional salary to be paid to returning teachers who were employed at MISD prior to May 2019. This is in addition to the documented pay step on the approved 2021-2022 Teacher/Counselor approved salary schedule. Amount to be prorated if employed less than 187 days within the contract year.*

Marathon ISD Board of Trustees: August 8, 2022

**DISTRICT ADMINISTRATORS  
Professional Contracts**

<b>Position</b>	<b>Full/Part</b>	<b>Days</b>	<b>Months</b>	<b>Annual Salary</b>	<b>2022-2023 Salary Increase</b>
Business Manager Non-Chapter 21	Full Time	221	12	\$80,430	None
Superintendent Chapter 21	Full Time	221	12	N/A	N/A

**PARAPROFESSIONAL/AUXILIARY  
Hourly/At-Will Employment**

<b>Position</b>	<b>Full/Part</b>	<b>Days</b>	<b>Months</b>	<b>Annual Salary</b>	<b>Hourly Rate</b>	<b>2022-2023 Salary Increase</b>
Instructional Aide	Full Time	187 8 hrs/day	10	\$32,365	\$21.64	5.00%
Secretary/PEIMS	Full Time	215 8 hrs/day	11	\$51,789	\$30.11	3.50%
Custodian	Full Time	215 8 hrs/day	11	Based on Start Date 7/1 to 6/30	\$15.00	N/A
Custodian/Maintenance New Position	Full Time	215 8 hrs/day	11	Based on Start Date & Experience 7/1 to 6/30	\$15 to \$20	N/A
Grounds/Facilities Transportation	Part Time Seasonal	N/A	N/A	TBD 7/1 to 6/30	\$19.50	None

**2022-2023**  
**RETENTION STIPEND**  
**District Goal: Staff Quality, Recruitment & Retention**

\$1,000.00      Full Time Employees

\$500.00        Half Time Employees

1st Payment      December 16, 2022      Completion of Full Semester Required

2nd Payment      May 25, 2023            Completion of Full Semester Required

## 2022-2023 MARATHON ISD ADDITIONAL PAY SCALE

<b>Athletics Stipend -Based on Participation</b>	<b>Amount Per Sport</b>
Cross Country (JH/HS)	\$2,000
Basketball Varsity/HS Boys	\$2,000
Basketball Varsity/HS Girls	\$2,000
Basketball JH Boys	\$1,500
Basketball JH Girls	\$1,500
Golf (B&G)	\$1,500
Tennis (JH/HS)	\$2,000
Track (JH)	\$1,500
Track (HS)	\$1,500
Volleyball (HS)	\$1,500
Volleyball (JH)	\$1,500

<b>Director - Full Year/Athletic Program</b>	<b>Amount</b>
Athletic Director	\$3000/Annual

<b>Accelerated/Enhanced/Remediation</b>	<b>Amount</b>
Contracted/Certified Teacher Part Time	\$40/hr
Contracted Degreed/Non Certified Teacher Part Time	\$25/hr
Extended School Day Service (After School/Saturday/Summer) <i>Certified Teacher</i>	\$30/hr
Extended School Day Service (After School/Saturday/Summer) <i>Non-Certified Teacher</i>	\$15/hr
Masters Degree	\$2000/annual
Student Assessment/College Entry Exam Preparations <i>Certified Teacher</i>	\$30/hr
Student Assessment/College Entry Exam Preparations <i>Non-Certified Teacher</i>	\$15/hr
<i>Tutor - Non Degreed</i>	\$15/hr
<i>Tutor - Degreed</i>	\$20/hr
<i>Tutor - Certified Teacher</i>	\$25/hr

<b>Department Extra Duties</b>	<b>Amount</b>
Campus Administrator Duties	\$3,000/annual
District Academic Advising & Assessments/CCMR/ECHS	\$3,000/annual
Note: 2022-2023 10 additional workdays approved to be worked at end of contract year @ daily rate of pay	
School Guidance Counselor	\$2,000/annual
District Testing Programs Administrator	\$2000/annual
Library Services	\$25/hr
Records Management Official	\$2,500/annual
Reporting and Submissions Manager (District wide)	\$2,500/annual
Technology Services	\$2,500/annual

<b>Other Support/Activity</b>	<b>Amount</b>
Certified Bus Driver	\$15/hr
UIL Academic Stipend	
Elementary Director	\$250
Junior High Director	\$250
High School Director	\$250
Individual Event	\$175
History Fair	\$1,000
Yearbook	\$1,000

<b>Substitute Staff</b>	<b>Hourly Rate</b>
Substitute/Office	\$11.00
<b>Substitute Teacher/Non-Degreed</b>	
Daily or Short Term (less than 5 consecutive days)	\$11.00
Daily or Short Term ISS/AEP (5 or less consecutive days)	\$11.00
Long Term (LTP begins 6th day after 5 consecutive days)	\$17.60
Long Term ISS/AEP (LTP begins 6th day after 5 consecutive days)	\$13.75
<b>Substitute Teacher/Degreed</b>	
Daily or Short Term (less than 5 consecutive days)	\$12.10
Daily or Short Term ISS/AEP (5 or less consecutive days)	\$12.38
Long Term (LTP begins 6th day after 5 consecutive days)	\$20.63
Long Term ISS/AEP (LTP begins 6th day after 5 consecutive days)	\$17.33
<b>Substitute Teacher/SBEC Certified</b>	
Daily or Short Term (less than 5 consecutive days)	\$15.00
Daily or Short Term ISS/AEP (5 or less consecutive days)	\$15.00
Long Term (LTP begins 6th day after 5 consecutive days)	\$22.00
Long Term ISS/AEP (LTP begins 6th day after 5 consecutive days)	\$22.00

Marathon ISD Board of Trustees: August 8, 2022

*2022-2023 Retention Stipend included with Budget Adoption*

# 2022 Tax Rate Calculation Worksheet

# 2022 Tax Rate Calculation Worksheet

## School Districts without Chapter 313 Agreements

Marathon Independent School District  
 School District's Name

(432) 386-4431  
 Phone (area code and number)

109 N 5TH, Marathon, TX 79842  
 School District's Address, City, State, ZIP Code

www.marathonisd.net  
 School District's Website Address

**GENERAL INFORMATION:** Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll or certified estimate of value and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submit the rates to the governing body by Aug. 7 or as soon thereafter as practicable. Tax Code Section 26.04(e-1) does not require school districts to certify tax rate calculations.

This worksheet is for **school districts without Chapter 313 agreements only**. School districts that have a Chapter 313 agreement should use Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School Districts with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form. Use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

All other taxing units should use Comptroller Form 50-856 *Tax Rate Calculation, Taxing Units Other Than School Districts or Water Districts*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The Texas Education Agency (TEA) provides detailed information on and guidance to school districts in calculating their tax rates. Please review and rely on information provided by TEA when completing this worksheet. Additionally, the information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

### SECTION 1: No-New-Revenue Tax Rate

The no-new-revenue (NNR) tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of revenue if applied to the same properties that are taxed in both years (no new taxes). When appraisal values increase, the NNR tax rate should decrease.

Line	New-Revenue Tax Rate Worksheet	Amount/Rate
1.	<b>2021 total taxable value.</b> Enter the amount of 2021 taxable value on the 2021 tax roll today. Include any adjustments since last year's certification; exclude one-fourth and one-third over-appraisal corrections made under Tax Code Section 25.25(d) from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2). <sup>1</sup>	\$ 111,922,730
2.	<b>2021 tax ceilings.</b> Enter 2021 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. <sup>2</sup>	\$ 4,898,253
3.	<b>Preliminary 2021 adjusted taxable value.</b> Subtract Line 2 from Line 1.	\$ 107,024,477
4.	<b>2021 total adopted tax rate.</b>	\$ 0.979000 /\$100
5.	<b>2021 taxable value lost because court appeals of ARB decisions reduced 2021 appraised value.</b>	
	A. Original 2021 ARB values: .....	\$ 0
	B. 2021 values resulting from final court decisions: .....	-\$ 0
	C. 2021 value loss. Subtract B from A. <sup>3</sup>	\$ 0
6.	<b>2021 taxable value subject to an appeal under Chapter 42, as of July 25.</b>	
	A. 2021 ARB certified value: .....	\$ 0
	B. 2021 disputed value: .....	-\$ 0
	C. 2021 undisputed value. Subtract B from A. <sup>4</sup>	\$ 0
7.	<b>2021 Chapter 42-related adjusted values.</b> Add Line 5 and 6.	\$ 0
8.	<b>2021 taxable value, adjusted for actual and potential court-ordered adjustments.</b> Add Line 3 and Line 7.	\$ 107,024,477
9.	<b>2021 taxable value of property in territory the school deannexed after Jan. 1, 2021.</b> Enter the 2021 value of property in deannexed territory. <sup>5</sup>	\$ 0

<sup>1</sup> Tex. Tax Code §26.012(14)  
<sup>2</sup> Tex. Tax Code §26.012(14)  
<sup>3</sup> Tex. Tax Code §26.012(13)  
<sup>4</sup> Tex. Tax Code §26.012(13)  
<sup>5</sup> Tex. Tax Code §26.012(15)

Line	No-New-Revenue-Tax-Rate-Worksheet	Amount/Rate
10.	<b>2021 taxable value lost because property first qualified for an exemption in 2022.</b> If the school district increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport goods-in-transit, or temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2022 does not create a new exemption or reduce taxable value.	
	A. <b>Absolute exemptions.</b> Use 2021 market value: .....	\$ 45,232
	B. <b>Partial exemptions.</b> 2022 exemption amount or 2022 percentage exemption times 2021 value: .....	+ \$ 171,980
	C. <b>Value loss.</b> Add A and B. <sup>6</sup>	\$ 217,212
11.	<b>2021 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2022.</b> Use only properties that qualified in 2022 for the first time; do not use properties that qualified in 2021.	
	A. <b>2021 market value.</b> .....	\$ 0
	B. <b>2022 productivity or special appraised value:</b> .....	- \$ 0
	C. <b>Value loss.</b> Subtract B from A. <sup>7</sup>	\$ 0
12.	<b>Total adjustments for lost value.</b> Add Lines 9, 10C and 11C.	\$ 217,212
13.	<b>Adjusted 2021 taxable value.</b> Subtract Line 12 from Line 8.	\$ 106,807,265
14.	<b>Adjusted 2021 total levy.</b> Multiply Line 4 by Line 13 and divide by \$100.	\$ 1,045,643
15.	<b>Taxes refunded for years preceding tax year 2021.</b> Enter the amount of taxes refunded by the district for tax years preceding tax year 2021. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2021. This line applies only to tax years preceding tax year 2021. <sup>5</sup>	\$ 389
16.	<b>Adjusted 2021 levy with refunds.</b> Add Line 14 and Line 15. <sup>9</sup>	
	Note: If the governing body of the school district governs a junior college district in a county with a population of more than two million, subtract the amount of taxes the governing body dedicated to the junior college district in 2021 from the result.	\$ 1,046,032
17.	<b>Total 2022 taxable value on the 2022 certified appraisal roll today.</b> This value includes only certified values and includes the total taxable value of homesteads with tax ceilings (will deduct in line 19). These homesteads include homeowners age 65 or older or disabled. <sup>10</sup>	
	A. <b>Certified values.</b> <sup>11</sup> .....	\$ 123,766,360
	B. <b>Pollution control and energy storage system exemption:</b> Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: .....	- \$ 0
	C. <b>Total 2022 value.</b> Subtract B from A.	\$ 123,766,360
18.	<b>Total value of properties under protest or not included on certified appraisal roll.</b> <sup>12</sup>	
	A. <b>2022 taxable value of properties under protest.</b> The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. <sup>13</sup> .....	\$ 0
	B. <b>2022 value of properties not under protest or included on certified appraisal roll.</b> The chief appraiser gives school districts a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties are also not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value not on the roll. <sup>14</sup> .....	+ \$ 0
	C. <b>Total value under protest or not certified.</b> Add A and B.	\$ 0
19.	<b>2022 tax ceilings.</b> Enter 2022 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. <sup>15</sup>	\$ 4,409,121

<sup>6</sup> Tex. Tax Code §26.012(15)  
<sup>7</sup> Tex. Tax Code §26.012(15)  
<sup>8</sup> Tex. Tax Code §26.012(13)  
<sup>9</sup> Tex. Tax Code §26.012(13)  
<sup>10</sup> Tex. Tax Code §26.012(13)  
<sup>11</sup> Tex. Tax Code §§26.012 and 26.04(c-2)  
<sup>12</sup> Tex. Tax Code §26.012(6)  
<sup>13</sup> Tex. Tax Code §26.01(c) and (d)  
<sup>14</sup> Tex. Tax Code §26.01(c)  
<sup>15</sup> Tex. Tax Code §26.01(d)  
<sup>16</sup> Tex. Tax Code §26.012(6)(B)

Line	No. New Revenue Tax Rate Worksheet	Amount/Rate
20.	<b>2022 total taxable value.</b> Add Lines 17C and 18C. Subtract Line 19.	\$ 119,357,239
21.	<b>Total 2022 taxable value of properties in territory annexed after Jan. 1, 2021.</b> Include both real and personal property. Enter the 2022 value of property in territory annexed by the school district.	\$ 0
22.	<b>Total 2022 taxable value of new improvements and new personal property located in new improvements.</b> New means the item was not on the appraisal roll in 2021. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the school district after Jan. 1, 2021, and be located in a new improvement.	\$ 522,419
23.	<b>Total adjustments to the 2022 taxable value.</b> Add lines 21 and 22.	\$ 522,419
24.	<b>Adjusted 2022 taxable value.</b> Subtract line 23 from line 20.	\$ 118,834,820
25.	<b>2022 NNR tax rate.</b> Divide line 16 by line 24 and multiply by \$100.	\$ 0.880200/\$100

**SECTION 2: Voter-Approval Tax Rate**

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. Most school districts calculate a voter-approval tax rate that is split into three separate rates.<sup>16</sup>

- Maximum Compressed Tax Rate (MCR):** A district's maximum compressed tax rate is defined as the tax rate for the current tax year per \$100 of valuation of taxable property at which the district must levy a maintenance and operations tax to receive the full amount of the tier one allotment.<sup>19</sup>
- Enrichment Tax Rate:**<sup>20</sup> A district's enrichment tax rate is defined as any tax effort in excess of the district's MCR and less than \$0.17. The enrichment tax rate is divided into golden pennies and copper pennies. School districts can claim up to 8 golden pennies, not subject to compression, and 9 copper pennies which are subject to compression with any increases in the guaranteed yield.<sup>21</sup>
- Debt Rate:** The debt rate includes the debt service necessary to pay the school district's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The MCR and Enrichment Tax Rate added together make up the school district's maintenance and operations (M&O) tax rate. Districts cannot increase the district's M&O tax rate to create a surplus in M&O tax revenue for the purpose of paying the district's debt service.<sup>22</sup>

If a school district adopted a tax rate that exceeded its voter-approval tax rate without holding an election to respond to a disaster in the prior year, as allowed by Tax Code Section 26.042(e), the school district may not consider the amount by which it exceeded its voter-approval tax rate (disaster pennies) in the calculation this year. This adjustment will be made in Section 4 of this worksheet.

A district must complete an efficiency audit before seeking voter approval to adopt a M&O tax rate higher than the calculated M&O tax rate, hold an open meeting to discuss the results of the audit, and post the results of the audit on the district's website 30 days prior to the election.<sup>23</sup> Additionally, a school district located in an area declared a disaster by the governor may adopt a M&O tax rate higher than the calculated M&O tax rate during the two-year period following the date of the *declaration without conducting an efficiency audit*.<sup>24</sup>

Districts should review information from TEA when calculating their voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
26.	<b>2022 maximum compressed tax rate (MCR).</b> TEA will publish compression rates based on district and statewide property value growth. Enter the school districts' maximum compressed rate based on guidance from TEA. <sup>25</sup>	\$ 0.804600/\$100
27.	<b>2022 enrichment tax rate.</b> Enter the greater of A and B. <sup>26</sup>	\$ 0.138300/\$100
	A. Enter the district's 2021 enrichment tax rate, minus any required reduction under Education Code Section 48.202(f) .....	\$ 0.138300/\$100
	B. \$0.05 per \$100 of taxable value .....	\$ /\$100
28.	<b>2022 maintenance and operations (M&amp;O) tax rate.</b> Add Lines 26 and 27.	\$ 0.942900/\$100
	Note: M&O tax rate may not exceed the sum of \$0.17 and the district's maximum compressed rate. <sup>27</sup>	

<sup>16</sup> [Reserved for expansion]  
<sup>17</sup> [Reserved for expansion]  
<sup>18</sup> Tex. Tax Code §26.08(n)  
<sup>19</sup> Tex. Edu. Code §48.2551(a)(3)  
<sup>20</sup> Tex. Tax Code §26.08(i) and Tex. Edu. Code §45.0032  
<sup>21</sup> Tex. Edu. Code §548.202(a-1)(2) and 48.202(f)  
<sup>22</sup> Tex. Edu. Code §45.0021(a)  
<sup>23</sup> Tex. Edu. Code §11.184(b)  
<sup>24</sup> Tex. Edu. Code §11.184(b-1)  
<sup>25</sup> Tex. Edu. Code §548.255, 48.2551(b)(1) and (b)(2)  
<sup>26</sup> Tex. Tax Code §26.08(n)(2)  
<sup>27</sup> Tex. Edu. Code §45.003(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
<b>29.</b>	<p><b>Total 2022 debt to be paid with property tax revenue.</b> Debt means the interest and principal that will be paid on debts that:</p> <ul style="list-style-type: none"> <li>(1) Are paid by property taxes;</li> <li>(2) Are secured by property taxes;</li> <li>(3) Are scheduled for payment over a period longer than one year; and</li> <li>(4) Are not classified in the school district's budget as M&amp;O expenses.</li> </ul> <p>A. <b>Debt</b> includes contractual payments to other school districts that have incurred debt on behalf of this school district, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2022, verify if it meets the amended definition of debt before including it here.<sup>24</sup></p> <p>Enter debt amount: ..... \$ <u>0</u></p> <p>B. Subtract <b>unencumbered fund amount</b> used to reduce total debt. .... - \$ <u>0</u></p> <p>C. Subtract <b>state aid</b> received for paying principal and interest on debt for facilities through the existing debt allotment program and/or instructional facilities allotment program. .... - \$ <u>0</u></p> <p>D. <b>Adjust debt:</b> Subtract B and C from A. \$ <u>0</u></p>	
<b>30.</b>	<b>Certified 2021 excess debt collections.</b> Enter the amount certified by the collector. <sup>25</sup>	\$ <u>0</u>
<b>31.</b>	<b>Adjusted 2022 debt.</b> Subtract line 30 from line 29D.	\$ <u>0</u>
<b>32.</b>	<p><b>2022 anticipated collection rate.</b> If the anticipated rate in A is lower than actual rates in B, C and D, enter the lowest rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%.<sup>30</sup></p> <p>A. Enter the 2022 anticipated collection rate certified by the collector.<sup>31</sup> <u>0</u> %</p> <p>B. Enter the 2021 actual collection rate <u>0</u> %</p> <p>C. Enter the 2020 actual collection rate <u>0</u> %</p> <p>D. Enter the 2019 actual collection rate <u>0</u> %</p>	
<b>33.</b>	<p><b>2022 debt adjusted for collections.</b> Divide Line 31 by Line 32.</p> <p>Note: If the governing body of the school district governs a junior college district in a county with a population of more than two million, add the amount of taxes the governing body proposes to dedicate to the junior college district in 2022 to the result.</p>	\$ <u>0</u>
<b>34.</b>	<b>2022 total taxable value.</b> Enter the amount on Line 20 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>119,357,239</u>
<b>35.</b>	<b>2022 debt rate.</b> Divide Line 33 by Line 34 and multiply by \$100.	\$ <u>0.000000</u> /\$100
<b>36.</b>	<p><b>2022 voter-approval tax rate.</b> Add Lines 28 and 35.</p> <p>If the school district received distributions from an equalization tax imposed under former Chapter 18, Education Code, add the NNR tax rate as of the date of the county unit system's abolition to the sum of Lines 28 and 35.<sup>37</sup></p>	\$ <u>0.942900</u> /\$100

**SECTION 3: Voter-Approval Tax Rate Adjustment for Pollution Control**

A school district may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The school district's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The school district must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a school district that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
<b>37.</b>	<p><b>Certified expenses from the Texas Commission on Environmental Quality (TCEQ).</b> Enter the amount certified in the determination letter from TCEQ.<sup>33</sup> The school district shall provide its tax assessor with a copy of the letter.<sup>34</sup></p>	\$ <u>0.00</u>

<sup>24</sup> Tex. Tax Code §26.012(7)  
<sup>25</sup> Tex. Tax Code §§26.012(10) and 26.04(b)  
<sup>26</sup> Tex. Tax Code §§26.04(h), (i-1) and (i-2)  
<sup>27</sup> Tex. Tax Code §26.04(b)  
<sup>28</sup> Tex. Tax Code §26.08(g)  
<sup>29</sup> Tex. Tax Code §26.045(d)  
<sup>30</sup> Tex. Tax Code §26.045(d)

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
38.	<b>2022 total taxable value.</b> Enter the amount on Line 20 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 119,357,239
39.	<b>Additional rate for pollution control.</b> Divide line 37 by line 38 and multiply by \$100.	\$ 0.000000 /\$100
40.	<b>2022 voter-approval tax rate, adjusted for pollution control.</b> Add line 36 and line 39.	\$ 0.942900 /\$100

**SECTION 4: Voter-Approval Tax Rate Adjustment in Year Following Disaster**

If a school district adopted a tax rate that exceeded its voter-approval tax rate without holding an election to respond to a disaster in the prior year, as allowed by Tax Code Section 26.042(e), the school district may not consider the amount by which it exceeded its voter-approval tax rate in the calculation this year. <sup>35</sup> As such, it must reduce its voter-approval tax rate for the current tax year.

This section applies to a school district in a disaster area that adopts a tax rate greater than its voter-approval tax rate without holding an election in the prior year, as provided for by Tax Code Section 26.042(e).

Line	Prior Year Disaster Adjustment Worksheet	Amount/Rate
41.	<b>2021 adopted tax rate.</b> Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.000000 /\$100
42.	<b>2021 voter-approval tax rate.</b> If the school district adopted a tax rate above the 2021 voter-approval tax rate without holding an election due to a disaster, enter the voter-approval tax rate from the prior year's worksheet.	\$ 0.000000 /\$100
43.	<b>Increase in 2021 tax rate due to disaster (disaster pennies).</b> Subtract Line 42 from Line 41.	\$ 0.000000 /\$100
44.	<b>2022 voter-approval tax rate, adjusted for prior year disaster.</b> Subtract Line 43 from one of the following lines (as applicable): Line 36 or Line 40 (school districts with pollution control).	\$ 0.942900 /\$100

**SECTION 5: Total Tax Rate**

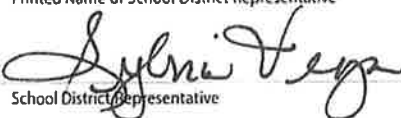
Indicate the applicable total tax rates as calculated above.

No-New-Revenue Tax Rate.....	\$ 0.880200 /\$100
Enter the 2022 NNR tax rate from Line 25.	
Voter-Approval Tax Rate.....	\$ 0.942900 /\$100
As applicable, enter the 2022 voter-approval tax rate from Line 36, Line 40 or Line 44. Indicate the line number used: <u>36</u>	

**SECTION 6: School District Representative Name and Signature**

Enter the name of the person preparing the tax rate as authorized by the governing body of the school district. By signing below, you certify that you are the designated officer or employee of the school district and have calculated the tax rates in accordance with requirements in Tax Code and Education Code. <sup>36</sup>

**print here** ▶ Sylvia Vega, Brewster Count Tax Assessor/Collector  
 Printed Name of School District Representative

**sign here** ▶   
 School District Representative

8/16/2022  
 Date

<sup>35</sup> Tex. Tax Code §26.042(f) and Tex. Edu. Code §45.0032(d)  
<sup>36</sup> Tex. Tax Code §26.04(c)

# Marathon Independent School District

## Resolution of the Board to Set Tax Rate

**BE IT RESOLVED** on this date, we the Board of Trustees of the Marathon Independent School District, hereby levy or set the tax rate on \$100 valuation for the District for the tax year 2022, at a total tax rate of \$0.9429, to be assessed and collected by the duly specified assessor and collector as follows:

**MISD MAINTENANCE & OPERATIONS TAX:            \$0.94290**

**MISD PAYMENT OF PRINCIPAL AND INTEREST ON DEBT:   \$0.00**

Such taxes are to be assessed and collected by the tax officials designated by the District.

***NOTE:***

*THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.*

*THE TAX RATE WILL EFFECTIVELY BE RAISED BY 7.12 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$62.70.*

Adopted this the 31<sup>st</sup> day of August 2022, by the Board of Trustees.

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Judy Briones, Board President

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Cheyenne Marta, Board Secretary

MISD Board of Trustees  
August 31, 2022

**MARATHON ISD - PRIVATE ROUTE SERVICES  
APPLICATION FOR PRIVATE TRANSPORTATION ALLOTMENT**

Private route services are transportation to school at the beginning of the school day and from school at the end of the school day by privately owned or commercial transportation for students residing within Marathon ISD's district boundaries, are enrolled in, and attending school at Marathon ISD, and reside no less than ten (10) miles- one way trip, from the campus.

The District has approved granting a private transportation allotment of \$500.00 per family, per school year, on completion and submission of this application; and verification of enrollment and attendance of the student(s) listed on the application.

Disbursement or Pro-Rated Allotment:

- 1) Students enrolled for the full year: \$250.00 to be paid at the end of each semester. Enrollment/Attendance will be verified at the end of each semester.
- 2) Students enrolled after the start of each semester: The allotment will be prorated based on the first day of attendance through the last day of school or withdrawal date. Payments will be issued at the end of each semester based on prorated amount and/or number of days within each semester.

**APPLICATION FOR PRIVATE TRANSPORTATION ALLOTMENT**

<b>Name of Parent/Guardian</b> _____	<b>Fiscal Year:</b> 2022-2023	
<b>Mailing address</b> _____	<b>District Approval/Verification</b>	
<b>City/State/Zip</b> _____	<b>Enrollment Verification</b>	
<b>Contact Number</b> _____		
	<b>Yes/No</b>	<b>Date Verified</b>
<b>Name of eligible students/riders:</b>	<small>Enrollment Date</small>	
_____		
_____		
_____		
_____		
_____		
	<b>Verification Signature</b>	
	<b>Total Allotment and Disbursement</b>	

**Please provide private route description: Turn by turn description to nearest tenth of the mile. One way route only!**

Check one:  AM/PM  AM Only  PM Only

Depart/Turn/Stop/End/Continue	Right/Left	Description	Miles
<i>Example: Depart</i>	<i>Left</i>	<i>313 SE Drive</i>	<i>0</i>
<i>Turn</i>	<i>Right</i>	<i>215 N. Avenue</i>	<i>1.25</i>
<b>Total Miles</b>			

*The information provided on the application is a true and accurate accounting. Any changes in riders, route or mileage will be provided to MISD within two weeks of the occurrence.*

**Signature of Parent/Guardian** \_\_\_\_\_

**Date Signed** \_\_\_\_\_

STATE OF TEXAS

COUNTY OF BREWSTER

CONTRACT FOR SERVICES

Contract for Services Agreement (hereinafter "Amendment") Contract for Services Agreement Entered into between Brewster County ("County") and Marathon Independent School District ("District") executed by the parties effective September- 2022 ("Agreement") in the following respects:

A.

ELECTION SERVICES

1. The performance of the County's duties under the Agreement shall be undertaken by the Brewster County Elections Administrator.
2. For purposes of the performance of the election-related services and duties contemplated by the parties, the County Election Officer is a party to the Agreement as referenced by her signature below and creates binding obligations on the County Elections Officer per Subchapter D of Chapter 31 of the Texas Elections Code as an elections services agreement.
3. DUTIES AND SERVICES OF THE COUNTY ELECTION OFFICER. county Election Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:
  - (a) Notify and coordinate presiding election judges, alternate judges, and all other election officials appointed by Brewster County Commissioners' Court and the County Election Board. Make emergency appointments of election officials if necessary.
  - (b) Conduct necessary training of election officials or arrange for training through a third party. Notify all early voting and Election Day officials of the date, time and place thereof.
  - (c) Arrange for the use of Election Day voting location at Marathon Community Center as set forth in the Agreement. If the need arises for emergency replacement polling location(s), make necessary alternate arrangements, and notify District as soon as possible.
  - (d) Procure election kits and supplies and distribute to the precinct judges and early voting deputies. Assemble and edit lists of registered voters to be used in conducting the election in conformity with the boundaries of Political Subdivision and the election precincts established for the election. The Election Day of registered voters shall be arranged in alphabetical order by voting precinct in lieu of alphabetical order by political entity.

(e) Prepare and test all electronic voting equipment, oversee all equipment and voter registration database programming, assure compliance with equipment security requirements, and arrange for transport of equipment to and from polling locations.

(f) Serve as Early Voting Clerk for the November 8, 2022 Election. Process, print, mail or email, as applicable and tabulate ballots for any eligible voter who applies for a ballot by mail including all eligible Federal Post Card Application voters. Supervise the conduct of early voting in person and appoint sufficient personnel to serve as deputy early voting clerks. Provide lists of early voters as provided by law.

(g) Publish legal notice of the date, time, and place of the public logic and accuracy test. Prepare test materials and conduct internal election testing, public logic and accuracy test, and test of tabulation equipment. Publish a joint election notice one time in English and Spanish in Brewster County newspaper.

(h) arrange for the early voting ballot board (using the County early voting ballot board, which will also count absentee ballots), signature verification committee if applicable, tabulation personnel, and all personnel, equipment, and supplies needed at central counting station. Tabulate Early Voting, Election Day, paper ballots, and provisional ballots.

Tabulate unofficial returns and assist in preparing the tabulation for the official canvass. Provide District its voter history report.

(i) Serve as Custodian of Records for election records in County Election Officer's custody and provide for the applicable 22 month or 6 month storage and the permanent storage of said election records as provided by law.

V/(j) Provide information services for voters and election officers.

(k) Maintain accurate records of all expenses incurred in connection with the responsibilities under this Agreement and provide the District a final invoice after the conduct of the election. Provide any detailed backup to such invoice, if requested, reflecting the charges or components of the costs set forth on the invoice submitted to the District.

(l) Pursuant to Section 127.201(g) of the Texas Election Code, the requirement to conduct the partial manual count of the electronic voting system ballots does not apply to a voting system that uses direct recording electronic machines (DREs). Brewster County does not use DREs, therefore the County Election Officer shall conduct a partial manual count as prescribed by Section 127.201 of the Texas Election Code if required for the County election or if the District provides County Election Officer precincts and races ordered by the Secretary of State to be manually counted. County Election Officer shall deliver a written report of the results of any such count to the Secretary of State as required by Section 127.201 (e) of the Texas Election Code and to the District in a timely manner.

(m) Place the funds paid by the District hereunder in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.

(n) Perform and supervise such other election related duties and functions the County Election Officer performs in connection with a countywide election ordered by the Commissioners Court of the County, except for those non-transferable functions set forth in section 31.096 of the Texas Election Code.

DUTIES AND SERVICES OF DISTRICT. District shall be responsible for performing the following duties:

J/(a) Prepare all election orders, resolutions, notices and other pertinent documents for adoption and execution by the District officer or governing body. Take all actions necessary for calling the Joint Election which are required by the Texas Election Code and/or the District's bylaws, or other applicable laws. Serve as Custodian of Records for all election records in its possession as provided by law.

(b) District shall be responsible for the legal sufficiency of any order calling its election. District shall be responsible for all substantive and procedural legal issues governing the conduct of its election. District understands and agrees that County Election Officer provides no legal advice to District.

(c) Adopt the county voting precincts for this election. Adopt all early voting dates, times, and locations on the attached Exhibit A. Adopt the election day precinct polling locations as set forth in the Agreement. Timely confirm the accuracy of its street boundaries and precincts.

(d) Prepare, post and publish all required election notices for District with the exception of the joint election notice and the notice of the public test notice which County Election Officer shall publish. In addition, if polling locations for Joint Election are different than those for District's previous election, District shall post notice at the entrance to any previous polling places in its jurisdiction stating that the polling location has changed and shall provide the polling location and address for those voters for this election, pursuant to Texas Election Code Section 43.062, unless County Election Officer has posted the change at that location for Brewster County's election. Educate the voters in the District as much as possible about early voting dates, times, and Locations and election day polling locations.

(e) Confirm with County Election Officer its boundaries, county voting precincts, and street details within those boundaries. If boundaries are not defined properly within Brewster County Elections voter registration database, maps and street lists with block ranges and odd/even/both indicators must be provided to County Election Officer.

(f) Deliver to County Election Officer an Entity Fact Sheet, ballot Template with Spanish translations, candidate names or measures, and the order in which they are to be printed on the ballot with the exact form and spelling. Provide pronunciation for

difficult names or words to use on the audio recording. Review ballot proofs and approve by signature within deadlines provided.

(g) Appoint County Election Officer as Early Voting Clerk to receive applications for ballot by mail at 107 W AVE E #3 Alpine, Texas 79830. All requests for early voting ballots to be voted by mail that are received by the District must be hand delivered or faxed to County Election Officer on the day of receipt. Original applications that are faxed must be mailed to County Election Officer for all processing.

(h) If requested, assist County Elections Officer in recruiting bilingual poll workers and  
Provide documentation of Districts efforts if requested by the U.S. Department of Justice.

(i) Pay additional costs incurred by County Election Officer for a recount, election Contest, newly ordered election or a runoff election, if required.

(j) Record the exemption from the partial manual count pursuant to Section 127.201(g) of the Texas Election Code with the Secretary of State in accordance with the instructions provided by that agency, unless the exemption for voting systems that use only DRES is revoked. If the exemption is revoked, immediately forward to County Election Officer any information received from the Secretary of State regarding a manual count of precincts and races or a waiver of the manual count. County Election Officer must receive this information on the same day as received by the District because of the short deadline for County Election Officer to begin the process.

(k) Canvass the returns and declare the election results for the District. The District is responsible for filing any precinct reports required by the Secretary of State unless both parties agree that County Election Officer will submit precinct reports to the Secretary of State.

(l) Pay the balance for conducting said election within thirty days from the date of final invoice. An itemized estimate of such election expenses is appended hereto as "Exhibit A".

5. The County and District appoint County Elections Officer to serve as the Election Officer to perform the duties and responsibilities election Officer itemized in the Election Services Agreement for the November Election. Such Election Officer shall exercise all such rights and duties as are allowed by law for the November 8, 2022 Election. Election on District's behalf, except for such duties which are expressly non-transferable.
6. Early voting and Election Day voting shall be held in common precincts where appropriate, at the dates, times, and locations adopted by Brewster County Commissioner's Court and/or authorized and ordered by the governing body of District
7. County agrees to follow the Texas Election Code in the conduct of the November 8, 2022 Joint Election.

8. The County will arrange for the delivery of the voting system equipment and other Equipment and supplies for use in early voting by personal appearance in the November 8, 2022 joint election. The County agrees to provide polling locations for use during early voting . Brewster County Elections Administrator shall select election officers for the main early voting location, as well as any branch early voting location, if applicable, pursuant to the Texas Election Code 85.009.
9. The County agrees to provide all equipment and supplies for use in early voting by mail in the November 8, 2022 joint election. The county is authorized to employ or use such personnel, as it deems necessary or desirable, to prepare and conduct early voting by mail.
10. The Brewster County Commissioners Court shall appoint the presiding and alternate election judges for each county election precinct and the central counting station, the Early Voting Ballot Board, Central Count Manager and Tabulation Supervisor according to the Texas Election Code. Necessary additional appointments shall be made under the Texas Election Code. The County agrees to pay presiding judges of the County and their clerks, pursuant to Texas Election Code Ann 32.091-32.093 and 271.013, as amended, for their services in connection with the November 8, 2022 Election. The County agrees to pay the presiding judge and clerks of the Early Voting a Board to process early voting results pursuant to Texas Election Code Ann. 87.001-87.025, 87.101, and 87.103, as amended. Costs incurred by the County will be jointly shared per the terms of the Agreement and this Amendment.
11. The County agrees to perform its obligations under the Agreement and this Amendment in accordance with all applicable federal and state laws, rules and regulations.
12. County and District agree to reasonably cooperate with each other as is necessary to carry out the terms of this Agreement as amended by this amount.
13. A copy of the Agreement will be filed with the County Treasurer and the County Auditor As required by Section 31.099 of the Election Code.
14. If any provision of the Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement; and the Participating Entities shall perform their obligations under the Agreement as expressed in the terms and provisions of the Agreement.
15. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes. Faxed signatures and/or electronic signatures shall have the same force and effect as an original signature.

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**Secretary, Board of Trustees**

**ACKNOWLEDGED AND AGREED**

**BREWSTER COUNTY, TEXAS**

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**Eleazar R. Cano, County Judge**

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**Date**

**ATTEST:**

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**SARAH VASQUEZ, BREWSTER  
COUNTY CLERK**

**MARATHON INDEPENDENT SCHOOL  
DISTRICT**

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**President, Board of Trustees**

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**Date**

**ACKNOWLEDGED AND AGREED:**

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**Lora Nussbaum, Brewster County  
Election Administrator**

**ATTEST:**

Date

**EXTRACURRICULAR STATUS REQUEST**

Request for Extracurricular Status for 4-H

**Brewster-Jeff Davis County AgriLife Office**

 TEXAS A&M  
**AGRI LIFE**  
 EXTENSION

Date: August 22nd, 2022

*Dr. Ivonne Durant*  
*Marathon Independent School District*  
*109 North 5th Street - PO Box 416*  
*Marathon, Texas, 79842*

Dear *Dr. Durant* :

On behalf of the 4-H members of \_\_\_\_\_ Brewster \_\_\_\_\_ County, I/we hereby respectfully request that the 4-H organization, by the attached resolution, be sanctioned as an extracurricular activity. We request the enclosed RESOLUTION be presented for consideration at the next scheduled meeting of the Board of Trustees of the *(name of school district)*. I/we further request that questions regarding this RESOLUTION be directed to me/us in a timely manner so that I/we may prepare and present an appropriate response so as not to delay action on this request.

Finally, I/we request that a signed copy of this RESOLUTION, along with a copy of the minutes of the Board meeting, be forwarded to me/us for my/our files.

Thank you and members of the Board of Trustees for your consideration of this request.

Sincerely,



*Luke Hendryx*  
 Luke Hendryx  
 County Extension Agent- Ag and  
 Natural Resources - Brewster  
 and Jeff Davis Counties

Attachment: Resolution for Extracurricular Status of 4-H Organization

Brewster - Jeff Davis County AgriLife Extension Office  
 107 West Ave E, Suite 8 Alpine, Texas 79830  
 (432)-837-6207

## **EXTRACURRICULAR STATUS REQUEST**

Resolution requesting Extracurricular Status for 4-H

# **RESOLUTION**

## **EXTRACURRICULAR STATUS OF 4-H ORGANIZATION**

Be it hereby resolved that upon this date, the duly elected Board of Trustees of the

\_\_\_\_\_  
Marathon Independent School District

meeting in public with a quorum present and certified,  
did adopt this resolution that recognizes the

\_\_\_\_\_  
Brewster

County Texas 4-H Organization as approved for recognition and eligible  
for extracurricular status consideration under 19 Texas Administrative Code,  
Chapter 76.1, pertaining to extracurricular activities.

Participation by 4-H members under provisions of this resolution are subject  
to all rules and regulations set forth under the 19 Texas Administrative Code  
as interpreted by this Board and designated officials of this school district.

Texas A&M AgriLife Extension  
will request academic eligibility for all 4-H competitive activities,  
regardless if a school absence is or is not required, and  
for non-competitive purposes when an absence is required.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Board of Trustee

\_\_\_\_\_  
Superintendent

**ADJUNCT FACULTY REQUEST**

Cover Letter requesting Adjunct Faculty Status

**Brewster-Jeff Davis County AgriLife Office**

 TEXAS A&M  
**AGRI LIFE**  
 EXTENSION

Date: August 22nd, 2022

Dr. Ivonne Durant  
 Marathon Independent School District  
 109 North 5th Street - PO Box 416  
 Marathon, Texas, 79842

Dear Dr. Durant :

On behalf of the Brewster- Jeff Davis County Extension Staff, I/we hereby respectfully request approval of the attached Adjunct Faculty Agreement with the Marathon Independent School District.

The State Board of Education passed an amendment to 19 TAC§129.21 (j). Requirements for Student Attendance Accounting for State Funding Purposes allows public school students to be considered "in attendance" when participating in off-campus activities with an adjunct staff member of the school district. Section 3 of the Student Attendance Handbook states:

(1) *The student is participating in an activity that is approved by the local board of school trustees and is under the direction of a member of the professional or paraprofessional staff of the school district, or an adjunct staff member who:*

- (A) *has a minimum of a bachelor's degree; and*
- (B) *is eligible for participation in the Teacher Retirement System of Texas.*

Brewster County requests the agents listed on the enclosed Adjunct Faculty Agreement be awarded adjunct staff member status for the period of time indicated on the agreement.

I hope Marathon Independent School District will accept this request. Please let me know if you would like to schedule an appointment to discuss the amendment and request or if you need further information.

Thank you and members of the Board of Trustees for your consideration of this request.

Sincerely,



Luke Hendryx  
 County Extension Agent- Ag and  
 Natural Resources - Brewster and  
 Jeff Davis Counties

Attachment: Resolution for Extracurricular Status of 4-H Organization

Brewster - Jeff Davis County AgriLife Extension Office  
 107 West Ave E, Suite 8 Alpine, Texas 79830  
 (432)-837-6207

# ADJUNCT FACULTY REQUEST

## Adjunct Faculty Agreement

**THE STATE OF TEXAS**
**COUNTY OF** Brewster

On this date, at a regularly scheduled and posted meeting, came the Board of Trustees of the Marathon Independent School District, hereinafter referred to as "District." A quorum having been established, the Board proceeded to consider the appointment of the herein named individual(s) as an adjunct member of the Marathon Independent School District.

Upon consideration and vote of \_\_\_\_\_ in favor, Luke Hendryx is hereby named as adjunct faculty member(s) of the Marathon Independent School District subject to the following considerations and provisions of such appointment to wit:

- This appointment shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and remain in effect until the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.
- This appointment will include the Texas A&M AgriLife Extension Service employees listed below:

NAME	TITLE	DEGREE	INSTITUTION	DATE
<u>Luke Hendryx</u>	<u>CEIA-ANVR</u>	<u>B.S.</u>	<u>Sul Ross State University</u>	<u>5/12</u>
		<u>M.S. In progress</u>	<u>Texas A&amp;M University</u>	<u>5/24</u>

- Adjunct faculty member(s) will receive no compensation, salary, or remuneration from Marathon Independent School District.
- Adjunct faculty member(s) is and shall remain an employee, in good standing, of the Texas A&M AgriLife Extension Service.
- Adjunct faculty member(s) is and shall remain under the direct supervision of either the District Extension Administrator of District 6 or Brewster-Jeff Davis County Extension Director.
- Adjunct faculty member(s) shall receive all group insurance benefits, workman's compensation insurance benefits, unemployment insurance, and any and all other plans for the benefit of Texas A&M AgriLife Extension Service employees. District shall have no responsibility for any of such benefits or plans.

Adjunct faculty member(s) shall direct the activities and participation of students of the school district in sponsored and approved activities as designated from time to time by adjunct faculty members for which notice shall be given to School District administrative personnel. Adjunct faculty members' activities and participation with students of the School District are directed, supervised, and controlled by and through supervisory personnel of Texas A&M AgriLife Extension Service pursuant to the supervisory authority of the District Extension Administrator or County Extension Director. Adjunct faculty member(s) is not the employee of the School District, and School District does not nor shall not supervise, direct or control the activities and/or participation of such Brewster - Jeff Davis County Extension Agent(s) who have/has been herein designated as an adjunct faculty member.

This appointment is made by the Independent School District by and through the Board of Trustees of said district for the benefit of allowing voluntary student participation in programs conducted by the Texas A&M AgriLife Extension Service in recognition of the educational benefits arising from such participation and activities and/or directed by the Texas A&M AgriLife Extension Service. This appointment is made in accordance with the provisions of Section 129.21 (j)(1) of the Texas Administrative Code authorizing the school to deem such participating students in attendance for foundation school program purposes.

This appointment of the herein named Brewster-Jeff Davis County Extension Agent(s), Luke Hendryx (Extension employee) is/are not intended nor shall be construed as a waiver of any claim or defense of sovereign or governmental immunity from liability now possessed by Marathon Independent School District or any of its employees, agents, officers, and/or board members in the performance of governmental functions.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ Marathon Independent School District

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

**MEMORANDUM OF  
UNDERSTANDING  
BETWEEN  
GAGE HOTEL  
AND  
MARATHON INDEPENDENT SCHOOL DISTRICT**

Gage Hotel and the Marathon Independent School District enter into this Memorandum of Understanding (“MOU”) to develop a partnership and eventually develop and implement a P-TECH program for 9<sup>th</sup> through 12<sup>th</sup> grade level program as outlined and aligned to the design elements listed in the Texas Education Agency’s P-TECH blueprint.

The MOU intends to define the roles and responsibilities of a strong partnership between business and industry partners and Marathon ISD to provide a detailed plan for program oversight and advisory and to provide work-based learning experiences for students appropriate to each grade level, such as facility visits, guest speakers, presentations, career information, job shadowing, internships, externships, and apprenticeships.

**Mutual Understanding**

Gage Hotel and Marathon ISD agree to work together to support the following common goals:

- Inform the partner of any changes that may impact service delivery;
- Develop a method of communicating needs and challenges;
- Collaborate to encourage students to pursue industry certifications, post-secondary education, career and internship opportunities; and
- Work in partnership to establish partners in support of the Marathon ISD Program.

Gage Hotel agrees to partner or support the program in the following checked items as indicated by a "YES."

<p style="text-align: center;"><b>Can Not Support</b></p> <p style="text-align: center;">_____</p>	<p style="text-align: center;"><b>Will Support</b></p> <p style="text-align: center;">_____</p>	<p style="text-align: center;"><b>Activity</b></p>
<p style="text-align: center;">_____</p>	<p style="text-align: center;">_____</p>	<p>Provide an industry/business partner liaison with decision-making authority who interacts directly and frequently (in person or virtually) with MISD leadership;</p>
<p style="text-align: center;">_____</p>	<p style="text-align: center;">_____</p>	<p>Assist in the development of the course path and program monitoring;</p>
<p style="text-align: center;">_____</p>	<p style="text-align: center;">_____</p>	<p>Assist in defining the industry certifications that will be acquired and the standards/curriculum that will be followed to achieve stated certifications;</p>
<p style="text-align: center;">_____</p>	<p style="text-align: center;">_____</p>	<p>Provide, when applicable, access to business and industry partners and work-based learning facilities, services, and resources;</p>
<p style="text-align: center;">_____</p>	<p style="text-align: center;">_____</p>	<p>Assist in establishing an advisory board which will meet regularly and would include representatives from a variety of stakeholders such as: school board, community, economic development partners, relevant industry subject matter experts for program pathways, and other relevant advisors;</p>
<p style="text-align: center;">_____</p>	<p style="text-align: center;">_____</p>	<p>Assist in identifying and creating a list of high-demand occupations and programs of study and identify as local and regional needs change, within our</p>

		expertise and to the best of our knowledge;
_____	_____	Assist in recruiting and screening employees that will mentor students;
_____	_____	Provide opportunities, when applicable, to teachers to receive training like externships or other events;
_____	_____	Support, when possible, students' activities, such as clubs, Career and Technical Student Organizations;

Marathon ISD will:

- Provide support and background to community, students, and board on the significance of this program;
- Designate a building level leader who has scheduling decisions that will coordinate with the Industry/Business partner liaison;
- Coordinate with business and industry partners to establish annual assessment measure and provide an opportunity for the industry /business partners to provide feedback on the value of the program;
- Establish procedure or manner on campus for students to receive mentoring services;
- Ensure business, and industry employees and students have access to computer and internet access on the campus;
- Assign students to participate in the program with business and industry employees;
- Designate an adult sponsor to oversee the operation of mentoring. This sponsor must either be a school employee, or someone authorized by the school to have access to students and facilities of the school.

Gage Hotel will not collect the personal information of students but may receive student contact information (e.g. e-mail address) as a consequence of communicating with students about and during the students' participation in the program.

Volunteers/staff shall complete the volunteer application and background check every calendar year following MISD procedures. The services and resources provided by Gage Hotel for MISD are at no cost to the District. None of the company's employees nor anyone acting on behalf of the company in the administration of its services to the District under the MOU shall be employed by the District not considered a borrowed servant or borrowed employee by the District, with the District exerting no control over the actors.

The MOU is subject to, and Gage Hotel will comply with, Marathon ISD's Board Policies, regulations, and administrative procedures. It is the responsibility of the Gage Hotel to ensure Gage Hotel employees adhere to MISD's Policies. Gage Hotel agrees and acknowledges that documents submitted to MISD may be subject to public disclosure under the applicable open government laws.

Neither MISD nor Gage Hotel will be liable for defaults or delays under the MOU due to acts of God or the public enemy, acts, or demands of any governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control. This provision will survive the termination or expiration of the MOU.

Gage Hotel will indemnify, defend (at MISD's option), and hold MISD (including MISD's current and former officers, employees, and agents) harmless from and against all Indemnified Claims arising out of or resulting from the fault of Gage Hotel's employees in the performance of the MOU. "Indemnified Claims means all claims, causes of action, loss, damage, fine and costs and litigation expenses, including attorney's fees for (i) patent, copyright, trademark, or trade secret infringement or any similar intellectual or proprietary rights infringement; (ii) damage to or loss of property; and (iii) personal injury, illness, or death. "Fault" includes, but not limited to, sale of defective or nonconforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard. This provision will not be deemed to limit the rights of Marathon ISD or Gage Hotel against any third party, which may be liable for an indemnified claim. This provision will survive the termination or expiration of the MOU.

Gage Hotel shall not permit or assign any covered employee with a disqualifying criminal history to perform under the MOU at a Marathon ISD school or wherever MISD students are present. If Gage Hotel receives information that a covered employee has a reported disqualifying criminal history, Gage Hotel will immediately remove the covered employee from performing under the MOU and notify MISD of such removal in writing within three calendar days. If Marathon ISD objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, Gage Hotel agrees to discontinue using that covered employee to provide services under this MOU.

The term of this MOU is from the time the MOU has been fully executed by both parties to the end of 6/30/2025. The parties agree to review these terms at the conclusion of the noted school year.

#### TERMINATION

This MOU may be terminated by either of the parties upon giving of sixty (60) days' notice of termination to the other party at the address below:

For Gage Hotel :

Gage Hotel  
ATTN: Carol Peterson, General Manager  
Phillip Moellering, Assistant General Manger  
102 NW 1<sup>st</sup> Street – Hwy 90 West  
Marathon, TX 79842

For Marathon ISD:

Marathon Independent School District  
ATTN: Judy Briones, Board President  
Ivonne Durant, Ed.D., Superintendent  
109 N. 5<sup>th</sup> Street  
Marathon, TX 79842

The individuals executing the MOU on behalf of Gage Hotel and Marathon ISD acknowledge that they are duly authorized to execute this MOU. All parties hereby acknowledge that they have read and understood this MOU. This MOU shall not become effective until executed by each party. Also, the parties acknowledge that they will perform their respective duties under this MOU only after it is fully executed.

I have read and agree to the terms and conditions outlined above.

Marathon Independent School District

Name: Judy Briones, Board President

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name: Ivonne Durant, Ed.D., Superintendent

Signature \_\_\_\_\_ Date \_\_\_\_\_

Gage Hotel

Name: Carol Peterson, General Manager

Signature \_\_\_\_\_ Date \_\_\_\_\_

Phillip Moellering, Assistant General Manager

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Marathon ISD**  
**Jul-22**

<b>Total Monthly Collected:</b>	<b>3,200.65</b>
<b>Total Paid Taxes</b>	
<b>Current Base (M&amp;O)</b>	<b>2,482.70</b>
<b>Penalty</b>	<b>290.07</b>
<b>Interest</b>	<b>144.40</b>
<b>Atty Fees</b>	<b>0.00</b>
<b>Current Base (I&amp;S)</b>	
<b>Penalty</b>	
<b>Interest</b>	
<b>Delinquent Base (M&amp;O)</b>	<b>193.37</b>
<b>Penalty</b>	<b>23.22</b>
<b>Interest</b>	<b>66.79</b>
<b>Atty Fees</b>	<b>56.69</b>
<b>Delinquent Base (I&amp;S)</b>	
<b>Penalty</b>	
<b>Interest</b>	
<b>Atty Fees</b>	
<b>Current BPP</b>	<b>0.00</b>
<b>Penalty</b>	<b>0.00</b>
<b>Interest</b>	<b>0.00</b>
<b>Atty Fees</b>	<b>0.00</b>
<b>Delinquent BPP</b>	<b>0.00</b>
<b>Penalty</b>	<b>0.00</b>
<b>Interest</b>	<b>0.00</b>
<b>Atty Fees</b>	<b>0.00</b>
<b>CED Base</b>	<b>0.00</b>
<b>Penalty</b>	<b>0.00</b>
<b>Interest</b>	<b>0.00</b>
<b>Atty Fees</b>	<b>0.00</b>
<b>Refunds</b>	<b>0.00</b>

<b>Total Yearly Collected:</b>	<b>\$1,076,036.39</b>
<b>Total Paid Taxes</b>	<b><u>10/1/2021 to 07/31/2022</u></b>
<b>Current Base (M&amp;O)</b>	<b>1,059,616.69</b>
<b>Penalty</b>	<b>2,724.03</b>
<b>Interest</b>	<b>1,017.01</b>
<b>Atty Fees</b>	
<b>Current Base (I&amp;S)</b>	
<b>Penalty</b>	
<b>Interest</b>	
<b>Delinquent Base (M&amp;O)</b>	<b>9,352.81</b>
<b>Penalty</b>	<b>1,039.77</b>
<b>Interest</b>	<b>2,286.08</b>
<b>Atty Fees</b>	<b>2,502.70</b>
<b>Delinquent Base (I&amp;S)</b>	
<b>Penalty</b>	
<b>Interest</b>	
<b>Atty Fees</b>	
<b>Current BPP</b>	<b>384.08</b>
<b>Penalty</b>	<b>0.35</b>
<b>Interest</b>	<b>0.11</b>
<b>Atty Fees</b>	<b>0.00</b>
<b>Delinquent BPP</b>	<b>13.44</b>
<b>Penalty</b>	<b>0.00</b>
<b>Interest</b>	<b>0.00</b>
<b>Atty Fees</b>	<b>2.68</b>
<b>CED Base</b>	<b>0.00</b>
<b>Penalty</b>	<b>0.00</b>
<b>Interest</b>	<b>0.00</b>
<b>Atty Fees</b>	<b>0.00</b>
<b>Refunds</b>	<b>2,212.25</b>
<b>Percentage</b>	<b>98.39%</b>

# Tax Collections Activity Report - Current/Delinquent

8/10/2022 4:31:43PM Report Criteria

Entity: ALL  
 Year: ALL  
 Date Range: 07/01/2022 to 07/31/2022  
 Batch(es): ALL

Entity **Marathon ISD**

Current Year	M&O	I&S	Delinquent Years	M&O	I&S	All Years	M&O	I&S
Taxes	2,482.70	0.00	Taxes	193.37	0.00	Taxes	2,676.07	0.00
Discounts	0.00	0.00	Discounts	0.00	0.00	Discounts	0.00	0.00
Penalty	290.07	0.00	Penalty	23.22	0.00	Penalty	313.29	0.00
Interest	144.40	0.00	Interest	66.79	0.00	Interest	211.19	0.00
<b>Total Collected</b>	<b>2,917.17</b>	<b>0.00</b>	<b>Total Collected</b>	<b>283.38</b>	<b>0.00</b>	<b>Total Collected</b>	<b>3,200.55</b>	<b>0.00</b>
<b>Total Collected</b>	<b>2,917.17</b>		<b>Total Collected</b>	<b>283.38</b>		<b>Total Collected</b>	<b>3,200.55</b>	
Refunds Paid			Refunds Paid			Refunds Paid		
Taxes	0.00	0.00	Taxes	0.00	0.00	Taxes	0.00	0.00
Penalty	0.00	0.00	Penalty	0.00	0.00	Penalty	0.00	0.00
Interest	0.00	0.00	Interest	0.00	0.00	Interest	0.00	0.00
<b>Total Refunded:</b>	<b>0.00</b>	<b>0.00</b>	<b>Total Refunded:</b>	<b>0.00</b>	<b>0.00</b>	<b>Total Refunded:</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Refunded:</b>	<b>0.00</b>		<b>Total Refunded:</b>	<b>0.00</b>		<b>Total Refunded:</b>	<b>0.00</b>	
Taxes	2,482.70	0.00	Taxes	193.37	0.00	Taxes	2,676.07	0.00
Penalty	290.07	0.00	Penalty	23.22	0.00	Penalty	313.29	0.00
Interest	144.40	0.00	Interest	66.79	0.00	Interest	211.19	0.00
<b>Total Disbursed:</b>	<b>2,917.17</b>	<b>0.00</b>	<b>Total Disbursed:</b>	<b>283.38</b>	<b>0.00</b>	<b>Total Disbursed:</b>	<b>3,200.55</b>	<b>0.00</b>
<b>Total Disbursed:</b>	<b>2,917.17</b>		<b>Total Disbursed:</b>	<b>283.38</b>		<b>Total Disbursed:</b>	<b>3,200.55</b>	
	<b>Current Year</b>			<b>Delinquent Years</b>			<b>All Years</b>	
<b>Total Collected</b>	<b>2,917.17</b>		<b>Total Collected</b>	<b>283.38</b>		<b>Total Collected</b>	<b>3,200.55</b>	
Attorney Fees	508.94		Attorney Fees	56.69		Attorney Fees	565.63	
Other Fees	0.00		Other Fees	0.00		Other Fees	0.00	
Overpayments	0.01		Overpayments	0.00		Overpayments	0.01	
<b>Total Paid</b>	<b>3,426.12</b>		<b>Total Paid</b>	<b>340.07</b>		<b>Total Paid</b>	<b>3,766.19</b>	
Underpayments	0.01		Underpayments	0.00		Underpayments	0.01	
<b>Total Paid</b>	<b>3,426.12</b>		<b>Total Paid</b>	<b>340.07</b>		<b>Total Paid</b>	<b>3,766.19</b>	
Attorney Fees	508.94		Attorney Fees	56.69		Attorney Fees	565.63	
Refunds Paid - Attorney Fees	0.00		Refunds Paid - Attorney Fees	0.00		Refunds Paid - Attorney Fees	0.00	
<b>Attorney Fee Disbursement Amount</b>	<b>508.94</b>		<b>Attorney Fee Disbursement Amount</b>	<b>56.69</b>		<b>Attorney Fee Disbursement Amount</b>	<b>565.63</b>	

# Tax Collections Activity Report - Current/Delinquent

8/10/2022 4:31:43PM Report Criteria

Entity: ALL  
 Year: ALL  
 Date Range: 07/01/2022 to 07/31/2022  
 Batch(es): ALL

Entity MISD BPP

Current Year	M&O	I&S	Delinquent Years	M&O	I&S	All Years	M&O	I&S
Taxes	0.00	0.00	Taxes	0.00	0.00	Taxes	0.00	0.00
Discounts	0.00	0.00	Discounts	0.00	0.00	Discounts	0.00	0.00
Penalty	0.00	0.00	Penalty	0.00	0.00	Penalty	0.00	0.00
Interest	0.00	0.00	Interest	0.00	0.00	Interest	0.00	0.00
<b>Total Collected</b>	<b>0.00</b>	<b>0.00</b>	<b>Total Collected</b>	<b>0.00</b>	<b>0.00</b>	<b>Total Collected</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Collected</b>	<b>0.00</b>		<b>Total Collected</b>	<b>0.00</b>		<b>Total Collected</b>	<b>0.00</b>	<b>0.00</b>
Refunds Paid			Refunds Paid			Refunds Paid		
Taxes	0.00	0.00	Taxes	0.00	0.00	Taxes	0.00	0.00
Penalty	0.00	0.00	Penalty	0.00	0.00	Penalty	0.00	0.00
Interest	0.00	0.00	Interest	0.00	0.00	Interest	0.00	0.00
<b>Total Refunded:</b>	<b>0.00</b>	<b>0.00</b>	<b>Total Refunded:</b>	<b>0.00</b>	<b>0.00</b>	<b>Total Refunded:</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Refunded:</b>	<b>0.00</b>		<b>Total Refunded:</b>	<b>0.00</b>		<b>Total Refunded:</b>	<b>0.00</b>	<b>0.00</b>
Taxes	0.00	0.00	Taxes	0.00	0.00	Taxes	0.00	0.00
Penalty	0.00	0.00	Penalty	0.00	0.00	Penalty	0.00	0.00
Interest	0.00	0.00	Interest	0.00	0.00	Interest	0.00	0.00
<b>Total Disbursed:</b>	<b>0.00</b>	<b>0.00</b>	<b>Total Disbursed:</b>	<b>0.00</b>	<b>0.00</b>	<b>Total Disbursed:</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Disbursed:</b>	<b>0.00</b>		<b>Total Disbursed:</b>	<b>0.00</b>		<b>Total Disbursed:</b>	<b>0.00</b>	<b>0.00</b>
	<b>Current Year</b>			<b>Delinquent Years</b>			<b>All Years</b>	
Total Collected	0.00		Total Collected	0.00		Total Collected	0.00	
Attorney Fees	0.00		Attorney Fees	0.00		Attorney Fees	0.00	
Other Fees	0.00		Other Fees	0.00		Other Fees	0.00	
Overpayments	0.00		Overpayments	0.00		Overpayments	0.00	
<b>Total Paid</b>	<b>0.00</b>		<b>Total Paid</b>	<b>0.00</b>		<b>Total Paid</b>	<b>0.00</b>	
Underpayments	0.00		Underpayments	0.00		Underpayments	0.00	
<b>Total Paid</b>	<b>0.00</b>		<b>Total Paid</b>	<b>0.00</b>		<b>Total Paid</b>	<b>0.00</b>	
Attorney Fees	0.00		Attorney Fees	0.00		Attorney Fees	0.00	
Refunds Paid - Attorney Fees	0.00		Refunds Paid - Attorney Fees	0.00		Refunds Paid - Attorney Fees	0.00	
Attorney Fee Disbursement Amount	0.00		Attorney Fee Disbursement Amount	0.00		Attorney Fee Disbursement Amount	0.00	

# Tax Collections Activity Report - Current/Delinquent

8/10/2022 4:31:43PM Report Criteria

Entity: ALL  
 Year: ALL  
 Date Range: 07/01/2022 to 07/31/2022  
 Batch(es): ALL

Entity **MCED**

Current Year	M&O	I&S	Delinquent Years	M&O	I&S	All Years	M&O	I&S
Taxes	0.00	0.00	Taxes	0.00	0.00	Taxes	0.00	0.00
Discounts	0.00	0.00	Discounts	0.00	0.00	Discounts	0.00	0.00
Penalty	0.00	0.00	Penalty	0.00	0.00	Penalty	0.00	0.00
Interest	0.00	0.00	Interest	0.00	0.00	Interest	0.00	0.00
<b>Total Collected</b>	<b>0.00</b>	<b>0.00</b>	<b>Total Collected</b>	<b>0.00</b>	<b>0.00</b>	<b>Total Collected</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Collected</b>	<b>0.00</b>		<b>Total Collected</b>	<b>0.00</b>		<b>Total Collected</b>	<b>0.00</b>	
<b>Refunds Paid</b>			<b>Refunds Paid</b>			<b>Refunds Paid</b>		
Taxes	0.00	0.00	Taxes	0.00	0.00	Taxes	0.00	0.00
Penalty	0.00	0.00	Penalty	0.00	0.00	Penalty	0.00	0.00
Interest	0.00	0.00	Interest	0.00	0.00	Interest	0.00	0.00
<b>Total Refunded:</b>	<b>0.00</b>	<b>0.00</b>	<b>Total Refunded:</b>	<b>0.00</b>	<b>0.00</b>	<b>Total Refunded:</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Refunded:</b>	<b>0.00</b>		<b>Total Refunded:</b>	<b>0.00</b>		<b>Total Refunded:</b>	<b>0.00</b>	
Taxes	0.00	0.00	Taxes	0.00	0.00	Taxes	0.00	0.00
Penalty	0.00	0.00	Penalty	0.00	0.00	Penalty	0.00	0.00
Interest	0.00	0.00	Interest	0.00	0.00	Interest	0.00	0.00
<b>Total Disbursed:</b>	<b>0.00</b>	<b>0.00</b>	<b>Total Disbursed:</b>	<b>0.00</b>	<b>0.00</b>	<b>Total Disbursed:</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Disbursed:</b>	<b>0.00</b>		<b>Total Disbursed:</b>	<b>0.00</b>		<b>Total Disbursed:</b>	<b>0.00</b>	
<b>Current Year</b>			<b>Delinquent Years</b>			<b>All Years</b>		
Total Collected	0.00		Total Collected	0.00		Total Collected	0.00	
Attorney Fees	0.00		Attorney Fees	0.00		Attorney Fees	0.00	
Other Fees	0.00		Other Fees	0.00		Other Fees	0.00	
Overpayments	0.00		Overpayments	0.00		Overpayments	0.00	
<b>Total Paid</b>	<b>0.00</b>		<b>Total Paid</b>	<b>0.00</b>		<b>Total Paid</b>	<b>0.00</b>	
Underpayments	0.00		Underpayments	0.00		Underpayments	0.00	
<b>Total Paid</b>	<b>0.00</b>		<b>Total Paid</b>	<b>0.00</b>		<b>Total Paid</b>	<b>0.00</b>	
Attorney Fees	0.00		Attorney Fees	0.00		Attorney Fees	0.00	
Refunds Paid - Attorney Fees	0.00		Refunds Paid - Attorney Fees	0.00		Refunds Paid - Attorney Fees	0.00	
Attorney Fee Disbursement Amount	0.00		Attorney Fee Disbursement Amount	0.00		Attorney Fee Disbursement Amount	0.00	

# Year to Date Recap Report

July 2022 (07/01/2022 - 07/31/2022)

8/10/2022 4:50:35PM

Totals for Entity: **23** **Marathon ISD**

Year	Original Tax	Adjustments	Adjusted Tax	Base Tax Pd	Under	Disc	Eff Taxes Paid	Penalty	Interest	Att. Fee	Overage	Payments	Balance	%	#Owed
1971	18.55	0.00	18.55	18.55	0.00	0.00	18.55	0.00	0.00	0.00	0.00	18.55	0.00	100.00	0
1972	18.56	0.00	18.56	18.56	0.00	0.00	18.56	0.00	0.00	0.00	0.00	18.56	0.00	100.00	0
1973	18.56	0.00	18.56	18.56	0.00	0.00	18.56	0.00	0.00	0.00	0.00	18.56	0.00	100.00	0
1974	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.00	0
1975	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.00	0
1976	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.00	0
1977	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.00	0
1978	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.00	0
1979	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.00	0
1980	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.00	0
1981	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.00	0
1982	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.00	0
1983	403.75	-355.30	48.45	48.45	0.00	0.00	48.45	3.64	78.76	16.91	0.00	147.76	0.00	100.00	0
1984	1,033.08	-613.07	420.01	420.01	0.00	0.00	420.01	37.04	769.41	167.27	0.00	1,393.73	0.00	100.00	0
1985	1,797.09	-1,460.62	336.47	336.47	0.00	0.00	336.47	26.15	527.88	115.82	0.00	1,006.32	0.00	100.00	0
1986	1,899.75	-1,623.26	276.49	276.49	0.00	0.00	276.49	25.42	487.25	108.67	0.00	897.83	0.00	100.00	0
1987	1,961.43	-1,206.32	755.11	755.11	0.00	0.00	755.11	86.16	1,855.44	398.94	0.00	3,095.65	0.00	100.00	0
1988	1,954.87	-1,164.86	790.01	790.01	0.00	0.00	790.01	90.12	1,874.86	407.37	0.00	3,162.36	0.00	100.00	0
1989	1,960.98	-1,150.11	810.87	810.87	0.00	0.00	810.87	73.94	1,455.17	321.84	0.00	2,661.82	0.00	100.00	0
1990	2,024.73	-1,179.43	845.30	845.30	0.00	0.00	845.30	76.72	1,431.20	322.07	0.00	2,675.29	0.00	100.00	0
1991	937.59	-417.23	520.36	520.36	0.00	0.00	520.36	50.81	815.05	193.36	0.00	1,579.58	0.00	100.00	0
1992	781.15	-306.25	474.90	474.90	0.00	0.00	474.90	48.58	724.84	176.71	0.00	1,425.03	0.00	100.00	0
1993	2,468.51	-954.24	1,514.27	1,514.27	0.00	0.00	1,514.27	159.05	2,241.14	558.89	0.00	4,473.35	0.00	100.00	0
1994	2,354.46	-1,030.07	1,324.39	1,324.39	0.00	0.00	1,324.39	133.45	1,797.57	456.48	0.00	3,711.89	0.00	100.00	0
1995	2,902.43	-1,081.92	1,820.51	1,820.51	0.00	0.00	1,820.51	150.77	1,855.97	489.52	0.00	4,316.77	0.00	100.00	0
1996	3,696.79	-1,220.58	2,476.21	2,476.21	0.00	0.00	2,476.21	181.27	2,019.06	556.71	0.00	5,233.25	0.00	100.00	0
1997	4,223.17	-1,418.58	2,804.59	2,804.59	0.00	0.00	2,804.59	209.28	2,194.50	622.14	0.00	5,830.51	0.00	100.00	0
1998	5,453.51	-1,445.52	4,007.99	4,007.99	0.00	0.00	4,007.99	268.31	2,423.51	739.10	0.00	7,438.91	0.00	100.00	0
1999	10,414.83	-1,459.91	8,954.92	8,954.92	0.00	0.00	8,954.92	432.96	3,704.64	1,013.58	0.00	14,106.10	0.00	100.00	0
2000	56,668.49	-1,428.35	55,240.14	55,240.14	0.00	0.00	55,240.14	487.42	3,263.21	1,032.10	0.00	60,022.87	0.00	100.00	0
2001	712,159.02	440.79	712,599.81	712,515.96	0.00	0.00	712,515.96	782.87	4,222.93	1,392.74	0.00	718,914.50	83.85	99.99	1
2002	694,002.92	-1,278.31	692,724.61	691,893.16	0.00	0.00	691,893.16	1,197.97	4,808.24	2,070.09	0.00	699,967.46	831.45	99.88	38
2003	662,708.92	-1,753.08	660,955.84	660,125.76	0.28	0.00	660,126.04	1,365.79	3,979.72	2,194.36	0.11	667,665.74	829.80	99.87	38
2004	713,904.51	-5,139.83	708,764.68	707,850.54	2.03	0.00	707,852.57	3,949.95	4,483.16	3,250.35	1.28	719,535.28	912.11	99.87	41

Effective Taxes Paid = Base Tax Pd + Under + Disc  
 Amount Paid = Base Tax Pd + Penalty + Interest + Att. Fee+ Overage  
 Balance = Adjusted Tax- Eff Taxes Paid

# Year to Date Recap Report

July 2022 (07/01/2022 - 07/31/2022)

8/10/2022 4:50:35PM

Totals for Entity: **23** **Marathon ISD**

Year	Original Tax	Adjustments	Adjusted Tax	Base Tax Pd	Under	Disc	Eff Taxes Paid	Penalty	Interest	Att. Fee	Overage	Payments	Balance	%	#Owed
2005	720,343.60	-5,722.65	714,620.95	713,476.73	2.23	0.00	713,478.96	4,437.44	3,541.77	2,286.27	2.25	723,744.46	1,141.99	99.84	43
2006	685,376.41	-5,415.79	679,960.62	678,950.05	0.97	0.00	678,951.02	3,480.41	2,977.23	2,930.11	1.73	688,339.53	1,009.60	99.85	42
2007	542,646.13	-12,597.90	530,048.23	529,276.82	0.84	0.00	529,277.66	2,372.99	1,615.24	1,603.55	2.19	534,870.79	770.57	99.85	43
2008	649,499.84	-2,249.89	647,249.95	646,270.86	2.32	0.00	646,273.18	2,874.92	2,321.64	1,812.04	1.31	653,280.77	976.77	99.85	47
2009	713,110.54	-33,305.88	679,804.66	678,369.18	0.26	0.00	678,369.44	3,563.79	2,847.24	2,986.04	1.77	687,768.02	1,435.22	99.79	54
2010	708,741.13	-2,670.27	706,070.86	704,538.81	4.28	0.00	704,543.09	2,741.29	2,639.32	2,644.49	3.35	712,567.26	1,527.77	99.78	60
2011	744,512.55	-1,714.85	742,797.70	741,337.32	0.79	0.00	741,338.11	2,909.15	2,870.51	2,550.13	1.81	749,668.92	1,459.59	99.80	59
2012	764,146.94	-2,018.40	762,128.54	760,569.10	4.19	0.00	760,573.29	2,920.06	2,765.29	2,545.84	2.45	768,802.74	1,555.25	99.80	63
2013	788,693.11	-6,169.63	782,523.48	780,945.68	2.12	0.00	780,947.80	4,395.03	3,767.31	4,433.91	5.79	793,547.72	1,575.68	99.80	67
2014	873,578.88	-17,511.24	856,067.64	854,423.83	6.68	0.00	854,430.51	4,074.10	2,940.54	3,231.22	4.93	864,674.62	1,637.13	99.81	72
2015	968,189.65	-4,782.13	963,407.52	961,216.98	3.08	0.00	961,220.06	4,170.66	2,996.47	2,694.45	6.47	971,085.03	2,187.46	99.77	80
2016	1,020,985.68	-14,639.27	1,006,346.41	1,002,973.10	4.17	0.00	1,002,977.27	3,965.10	3,148.89	4,650.68	3.34	1,014,741.11	3,369.14	99.66	89
2017	1,053,948.10	-5,063.56	1,048,884.54	1,045,536.47	2.23	0.00	1,045,538.70	3,954.43	3,040.62	4,204.14	3.37	1,056,739.03	3,345.84	99.68	90
2018	1,100,430.61	-11,584.44	1,088,846.17	1,085,427.19	3.21	0.00	1,085,430.40	3,153.32	2,728.01	3,979.40	3.26	1,095,291.18	3,415.77	99.69	96
2019	1,013,806.07	-22,591.85	991,214.22	988,207.28	6.34	0.00	988,213.62	2,852.69	2,035.18	2,902.55	1.79	995,999.49	3,000.60	99.70	112
2020	1,038,705.63	-3,885.12	1,034,820.51	1,025,370.48	1.86	0.00	1,025,372.34	4,009.75	1,828.60	2,105.16	3.14	1,033,317.13	9,448.17	99.09	140
2021	1,080,554.10	-3,611.23	1,076,942.87	1,059,616.69	1.46	0.00	1,059,618.15	2,724.03	1,017.01	508.94	1.18	1,063,867.85	17,324.72	98.39	201
<b>Total for all Delinquent Years:</b>															
	16,272,482.52	-179,168.92	16,093,313.60	16,052,751.96	47.88	0.00	16,052,799.84	65,712.80	91,075.37	64,165.00	50.34	16,273,755.47	40,513.76		1,275
<b>Totals for All Years:</b>															
	17,353,036.62	-182,780.15	17,170,256.47	17,112,368.65	49.34	0.00	17,112,417.99	68,436.83	92,092.38	64,673.94	51.52	17,337,623.32	57,838.48		1,476
<b>Refund Paid:</b>															
				-49,301.09		0.00		-588.51	-434.78	-228.39	-0.01	-50,552.78			

Effective Taxes Paid = Base Tax Pd + Under + Disc  
 Amount Paid = Base Tax Pd + Penalty + Interest + Att. Fee+ Overage  
 Balance = Adjusted Tax- Eff Taxes Paid

# Year to Date Recap Report

July 2022 (07/01/2022 - 07/31/2022)

8/10/2022 4:50:35PM

Totals for Entity: 23BP MISD BPP

Year	Original Tax	Adjustments	Adjusted Tax	Base Tax Pd	Under	Disc	Eff Taxes Paid	Penalty	Interest	Att. Fee	Overage	Payments	Balance	%	#Owed
2006	528.48	-97.72	430.76	430.76	0.00	0.00	430.76	11.61	7.08	14.25	0.00	463.70	0.00	100.00	0
2007	592.53	-274.81	317.72	317.72	0.00	0.00	317.72	7.04	1.43	0.00	0.00	326.19	0.00	100.00	0
2008	768.08	-3.06	765.02	764.98	0.04	0.00	765.02	15.62	7.94	0.00	0.00	788.54	0.00	99.99	0
2009	20,427.10	-20,093.94	333.16	333.16	0.00	0.00	333.16	6.46	3.30	0.00	0.00	342.92	0.00	100.00	0
2010	119.94	0.00	119.94	119.94	0.00	0.00	119.94	0.00	0.00	0.00	0.00	119.94	0.00	100.00	0
2011	402.85	-41.62	361.23	361.23	0.00	0.00	361.23	13.70	4.97	0.00	0.00	379.90	0.00	100.00	0
2012	637.88	-57.72	580.16	580.16	0.00	0.00	580.16	4.80	2.40	0.00	0.00	587.36	0.00	100.00	0
2013	1,002.65	-443.17	559.48	558.92	0.00	0.00	558.92	7.05	6.41	0.00	0.00	572.38	0.56	99.90	1
2014	281.25	-19.49	261.76	261.22	0.00	0.00	261.22	2.97	0.56	0.00	0.02	264.77	0.54	99.79	1
2015	31,974.19	-30,466.16	1,508.03	1,500.05	0.00	0.00	1,500.05	3.13	1.57	0.00	0.02	1,504.77	7.98	99.47	2
2016	234.16	-13.11	221.05	213.07	0.00	0.00	213.07	2.08	0.37	0.00	0.00	215.52	7.98	96.39	2
2017	270.90	-114.54	156.36	148.38	0.00	0.00	148.38	0.37	0.18	0.66	0.00	149.59	7.98	94.90	2
2018	1,169.44	-996.67	172.77	164.76	0.03	0.00	164.79	0.69	0.35	1.36	0.00	167.16	7.98	95.36	2
2019	366.22	-62.05	304.17	303.67	0.00	0.00	303.67	0.59	0.14	1.35	0.06	305.81	0.50	99.84	1
2020	336.92	0.00	336.92	336.42	0.00	0.00	336.42	0.18	0.05	1.33	0.00	337.98	0.50	99.85	1
2021	715.93	-331.38	384.55	384.08	0.00	0.00	384.08	0.35	0.11	0.00	0.00	384.54	0.47	99.88	1
Total for all Delinquent Years:															
	59,112.59	-52,684.06	6,428.53	6,394.44	0.07	0.00	6,394.51	76.29	36.75	18.95	0.10	6,526.53	34.02		12
Totals for All Years:															
	59,828.52	-53,015.44	6,813.08	6,778.52	0.07	0.00	6,778.59	76.64	36.86	18.95	0.10	6,911.07	34.49		13
Refund Paid:															
				-252.65		0.00		-2.46	-1.23	0.00	0.00	-256.34			

Effective Taxes Paid = Base Tax Pd + Under + Disc  
 Amount Paid = Base Tax Pd + Penalty + Interest + Att. Fee+ Overage  
 Balance = Adjusted Tax- Eff Taxes Paid

# Year to Date Recap Report

July 2022 (07/01/2022 - 07/31/2022)

8/10/2022 4:50:35PM

Totals for Entity: 27 MCED

Year	Original Tax	Adjustments	Adjusted Tax	Base Tax Pd	Under	Disc	Eff Taxes Paid	Penalty	Interest	Att. Fee	Overage	Payments	Balance	%	#Owed
1991	1,438.69	-652.90	785.79	785.79	0.00	0.00	785.79	77.60	1,249.66	296.11	0.00	2,409.16	0.00	100.00	0
1992	1,472.09	-643.08	829.01	829.01	0.00	0.00	829.01	86.56	1,322.26	319.50	0.00	2,557.33	0.00	100.00	0
Total for all Delinquent Years:															
	2,910.78	-1,295.98	1,614.80	1,614.80	0.00	0.00	1,614.80	164.16	2,571.92	615.61	0.00	4,966.49	0.00		0
Totals for All Years:															
	2,910.78	-1,295.98	1,614.80	1,614.80	0.00	0.00	1,614.80	164.16	2,571.92	615.61	0.00	4,966.49	0.00		0
Refund Paid:															
				0.00		0.00		0.00	0.00	0.00	0.00	0.00	0.00		

Effective Taxes Paid = Base Tax Pd + Under + Disc  
 Amount Paid = Base Tax Pd + Penalty + Interest + Att. Fee+ Overage  
 Balance = Adjusted Tax- Eff Taxes Paid

# Tax Collections Activity Report - Current/Delinquent

8/10/2022 4:35:21PM Report Criteria

Entity: ALL  
 Year: ALL  
 Date Range: 10/01/2021 to 07/31/2022  
 Batch(es): ALL

Entity **Marathon ISD**

Current Year	M&O	I&S	Delinquent Years	M&O	I&S	All Years	M&O	I&S
Taxes	1,061,716.42	0.00	Taxes	9,457.97	0.00	Taxes	1,071,174.39	0.00
Discounts	0.00	0.00	Discounts	0.00	0.00	Discounts	0.00	0.00
Penalty	2,724.03	0.00	Penalty	1,046.08	0.00	Penalty	3,770.11	0.00
Interest	1,017.01	0.00	Interest	2,287.13	0.00	Interest	3,304.14	0.00
<b>Total Collected</b>	<b>1,065,457.46</b>	<b>0.00</b>	<b>Total Collected</b>	<b>12,791.18</b>	<b>0.00</b>	<b>Total Collected</b>	<b>1,078,248.64</b>	<b>0.00</b>
<b>Total Collected</b>	<b>1,065,457.46</b>		<b>Total Collected</b>	<b>12,791.18</b>		<b>Total Collected</b>	<b>1,078,248.64</b>	
<b>Refunds Paid</b>			<b>Refunds Paid</b>			<b>Refunds Paid</b>		
Taxes	2,099.73	0.00	Taxes	105.16	0.00	Taxes	2,204.89	0.00
Penalty	0.00	0.00	Penalty	6.31	0.00	Penalty	6.31	0.00
Interest	0.00	0.00	Interest	1.05	0.00	Interest	1.05	0.00
<b>Total Refunded:</b>	<b>2,099.73</b>	<b>0.00</b>	<b>Total Refunded:</b>	<b>112.52</b>	<b>0.00</b>	<b>Total Refunded:</b>	<b>2,212.25</b>	<b>0.00</b>
<b>Total Refunded:</b>	<b>2,099.73</b>		<b>Total Refunded:</b>	<b>112.52</b>		<b>Total Refunded:</b>	<b>2,212.25</b>	
Taxes	1,059,616.69	0.00	Taxes	9,352.81	0.00	Taxes	1,068,969.50	0.00
Penalty	2,724.03	0.00	Penalty	1,039.77	0.00	Penalty	3,763.80	0.00
Interest	1,017.01	0.00	Interest	2,286.08	0.00	Interest	3,303.09	0.00
<b>Total Disbursed:</b>	<b>1,063,357.73</b>	<b>0.00</b>	<b>Total Disbursed:</b>	<b>12,678.66</b>	<b>0.00</b>	<b>Total Disbursed:</b>	<b>1,076,036.39</b>	<b>0.00</b>
<b>Total Disbursed:</b>	<b>1,063,357.73</b>		<b>Total Disbursed:</b>	<b>12,678.66</b>		<b>Total Disbursed:</b>	<b>1,076,036.39</b>	
	<b>Current Year</b>			<b>Delinquent Years</b>			<b>All Years</b>	
Total Collected	1,065,457.46		Total Collected	12,791.18		Total Collected	1,078,248.64	
Attorney Fees	508.94		Attorney Fees	2,502.70		Attorney Fees	3,011.64	
Other Fees	0.00		Other Fees	0.00		Other Fees	0.00	
Overpayments	1.18		Overpayments	0.59		Overpayments	1.77	
<b>Total Paid</b>	<b>1,065,967.58</b>		<b>Total Paid</b>	<b>15,294.47</b>		<b>Total Paid</b>	<b>1,081,262.05</b>	
Underpayments	1.46		Underpayments	0.05		Underpayments	1.51	
<b>Total Paid</b>	<b>1,065,967.58</b>		<b>Total Paid</b>	<b>15,294.47</b>		<b>Total Paid</b>	<b>1,081,262.05</b>	
Attorney Fees	508.94		Attorney Fees	2,502.70		Attorney Fees	3,011.64	
Refunds Paid - Attorney Fees	0.00		Refunds Paid - Attorney Fees	0.00		Refunds Paid - Attorney Fees	0.00	
Attorney Fee Disbursement Amount	508.94		Attorney Fee Disbursement Amount	2,502.70		Attorney Fee Disbursement Amount	3,011.64	

# Tax Collections Activity Report - Current/Delinquent

8/10/2022 4:35:21PM Report Criteria

Entity: ALL  
 Year: ALL  
 Date Range: 10/01/2021 to 07/31/2022  
 Batch(es): ALL

Entity MISD BPP

Current Year	M&O	I&S	Delinquent Years	M&O	I&S	All Years	M&O	I&S
Taxes	384.08	0.00	Taxes	13.44	0.00	Taxes	397.52	0.00
Discounts	0.00	0.00	Discounts	0.00	0.00	Discounts	0.00	0.00
Penalty	0.35	0.00	Penalty	0.00	0.00	Penalty	0.35	0.00
Interest	0.11	0.00	Interest	0.00	0.00	Interest	0.11	0.00
<b>Total Collected</b>	<b>384.54</b>	<b>0.00</b>	<b>Total Collected</b>	<b>13.44</b>	<b>0.00</b>	<b>Total Collected</b>	<b>397.98</b>	<b>0.00</b>
<b>Total Collected</b>	<b>384.54</b>		<b>Total Collected</b>	<b>13.44</b>		<b>Total Collected</b>	<b>397.98</b>	
Refunds Paid			Refunds Paid			Refunds Paid		
Taxes	0.00	0.00	Taxes	0.00	0.00	Taxes	0.00	0.00
Penalty	0.00	0.00	Penalty	0.00	0.00	Penalty	0.00	0.00
Interest	0.00	0.00	Interest	0.00	0.00	Interest	0.00	0.00
<b>Total Refunded:</b>	<b>0.00</b>	<b>0.00</b>	<b>Total Refunded:</b>	<b>0.00</b>	<b>0.00</b>	<b>Total Refunded:</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Refunded:</b>	<b>0.00</b>		<b>Total Refunded:</b>	<b>0.00</b>		<b>Total Refunded:</b>	<b>0.00</b>	
Taxes	384.08	0.00	Taxes	13.44	0.00	Taxes	397.52	0.00
Penalty	0.35	0.00	Penalty	0.00	0.00	Penalty	0.35	0.00
Interest	0.11	0.00	Interest	0.00	0.00	Interest	0.11	0.00
<b>Total Disbursed:</b>	<b>384.54</b>	<b>0.00</b>	<b>Total Disbursed:</b>	<b>13.44</b>	<b>0.00</b>	<b>Total Disbursed:</b>	<b>397.98</b>	<b>0.00</b>
<b>Total Disbursed:</b>	<b>384.54</b>		<b>Total Disbursed:</b>	<b>13.44</b>		<b>Total Disbursed:</b>	<b>397.98</b>	
	<b>Current Year</b>			<b>Delinquent Years</b>			<b>All Years</b>	
Total Collected	384.54		Total Collected	13.44		Total Collected	397.98	
Attorney Fees	0.00		Attorney Fees	2.68		Attorney Fees	2.68	
Other Fees	0.00		Other Fees	0.00		Other Fees	0.00	
Overpayments	0.00		Overpayments	0.00		Overpayments	0.00	
<b>Total Paid</b>	<b>384.54</b>		<b>Total Paid</b>	<b>16.12</b>		<b>Total Paid</b>	<b>400.66</b>	
Underpayments	0.00		Underpayments	0.00		Underpayments	0.00	
<b>Total Paid</b>	<b>384.54</b>		<b>Total Paid</b>	<b>16.12</b>		<b>Total Paid</b>	<b>400.66</b>	
Attorney Fees	0.00		Attorney Fees	2.68		Attorney Fees	2.68	
Refunds Paid - Attorney Fees	0.00		Refunds Paid - Attorney Fees	0.00		Refunds Paid - Attorney Fees	0.00	
Attorney Fee Disbursement Amount	0.00		Attorney Fee Disbursement Amount	2.68		Attorney Fee Disbursement Amount	2.68	

# Tax Collections Activity Report - Current/Delinquent

8/10/2022 4:35:21PM Report Criteria

Entity: ALL  
 Year: ALL  
 Date Range: 10/01/2021 to 07/31/2022  
 Batch(es): ALL

Entity **MCED**

Current Year	M&O	I&S	Delinquent Years	M&O	I&S	All Years	M&O	I&S
Taxes	0.00	0.00	Taxes	0.00	0.00	Taxes	0.00	0.00
Discounts	0.00	0.00	Discounts	0.00	0.00	Discounts	0.00	0.00
Penalty	0.00	0.00	Penalty	0.00	0.00	Penalty	0.00	0.00
Interest	0.00	0.00	Interest	0.00	0.00	Interest	0.00	0.00
<b>Total Collected</b>	<b>0.00</b>	<b>0.00</b>	<b>Total Collected</b>	<b>0.00</b>	<b>0.00</b>	<b>Total Collected</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Collected</b>	<b>0.00</b>		<b>Total Collected</b>	<b>0.00</b>		<b>Total Collected</b>	<b>0.00</b>	
Refunds Paid			Refunds Paid			Refunds Paid		
Taxes	0.00	0.00	Taxes	0.00	0.00	Taxes	0.00	0.00
Penalty	0.00	0.00	Penalty	0.00	0.00	Penalty	0.00	0.00
Interest	0.00	0.00	Interest	0.00	0.00	Interest	0.00	0.00
<b>Total Refunded:</b>	<b>0.00</b>	<b>0.00</b>	<b>Total Refunded:</b>	<b>0.00</b>	<b>0.00</b>	<b>Total Refunded:</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Refunded:</b>	<b>0.00</b>		<b>Total Refunded:</b>	<b>0.00</b>		<b>Total Refunded:</b>	<b>0.00</b>	
Taxes	0.00	0.00	Taxes	0.00	0.00	Taxes	0.00	0.00
Penalty	0.00	0.00	Penalty	0.00	0.00	Penalty	0.00	0.00
Interest	0.00	0.00	Interest	0.00	0.00	Interest	0.00	0.00
<b>Total Disbursed:</b>	<b>0.00</b>	<b>0.00</b>	<b>Total Disbursed:</b>	<b>0.00</b>	<b>0.00</b>	<b>Total Disbursed:</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Disbursed:</b>	<b>0.00</b>		<b>Total Disbursed:</b>	<b>0.00</b>		<b>Total Disbursed:</b>	<b>0.00</b>	
<b>Current Year</b>			<b>Delinquent Years</b>			<b>All Years</b>		
Total Collected	0.00		Total Collected	0.00		Total Collected	0.00	
Attorney Fees	0.00		Attorney Fees	0.00		Attorney Fees	0.00	
Other Fees	0.00		Other Fees	0.00		Other Fees	0.00	
Overpayments	0.00		Overpayments	0.00		Overpayments	0.00	
<b>Total Paid</b>	<b>0.00</b>		<b>Total Paid</b>	<b>0.00</b>		<b>Total Paid</b>	<b>0.00</b>	
Underpayments	0.00		Underpayments	0.00		Underpayments	0.00	
<b>Total Paid</b>	<b>0.00</b>		<b>Total Paid</b>	<b>0.00</b>		<b>Total Paid</b>	<b>0.00</b>	
Attorney Fees	0.00		Attorney Fees	0.00		Attorney Fees	0.00	
Refunds Paid - Attorney Fees	0.00		Refunds Paid - Attorney Fees	0.00		Refunds Paid - Attorney Fees	0.00	
<b>Attorney Fee Disbursement Amount</b>	<b>0.00</b>		<b>Attorney Fee Disbursement Amount</b>	<b>0.00</b>		<b>Attorney Fee Disbursement Amount</b>	<b>0.00</b>	

**Month to Date Recap Report**

July 2022 (07/01/2022 - 07/31/2022)

Page:

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8/10/2022 4:46:01PM

Totals for Entity: **23** **Marathon ISD**

Year	Base Tax Pd	Under	Discounts	Eff Taxes Paid	Penalty	Interest	Att. Fee	Overage	Payments	Adjustments
1971	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1972	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1973	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1974	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1975	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1976	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1977	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1978	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1979	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1980	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1981	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1982	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1983	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1985	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1986	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1987	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1988	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1989	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1990	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1991	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1992	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1993	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1994	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1995	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1996	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1997	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1998	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1999	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2001	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2002	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2003	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2004	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Effective Taxes Paid = Base Tax Pd + Under + Disc  
 Amount Paid = Base Tax Pd + Penalty + Interest + Att. Fee+ Overage

**Month to Date Recap Report**

July 2022 (07/01/2022 - 07/31/2022)

8/10/2022 4:46:01PM

Totals for Entity: 23 Marathon ISD										
Year	Base Tax Pd	Under	Discounts	Eff Taxes Paid	Penalty	Interest	Att. Fee	Overage	Payments	Adjustments
2005	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2006	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2007	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2008	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2009	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2010	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2011	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2012	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2013	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2014	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2015	8.34	0.00	0.00	8.34	1.00	6.51	3.17	0.00	19.02	0.00
2016	16.68	0.00	0.00	16.68	2.00	11.00	5.94	0.00	35.62	0.00
2017	16.68	0.00	0.00	16.68	2.00	9.00	5.54	0.00	33.22	0.00
2018	2.76	0.00	0.00	2.76	0.34	1.16	0.86	0.00	5.12	0.00
2019	102.49	0.00	0.00	102.49	12.30	30.75	29.11	0.00	174.65	0.00
2020	46.42	0.00	0.00	46.42	5.58	8.37	12.07	0.00	72.44	0.00
2021	2,482.70	0.01	0.00	2,482.71	290.07	144.40	508.94	0.01	3,426.12	0.00
Total for Delinquent Years										
	193.37	0.00	0.00	193.37	23.22	66.79	56.69	0.00	340.07	0.00
Totals for All Years:										
	2,676.07	0.01	0.00	2,676.08	313.29	211.19	565.63	0.01	3,766.19	0.00
Refund Paid:										
	0.00		0.00		0.00	0.00	0.00	0.00	0.00	

Effective Taxes Paid = Base Tax Pd + Under + Disc  
 Amount Paid = Base Tax Pd + Penalty + Interest + Att. Fee+ Overage

8/10/2022 4:46:01PM

Totals for Entity: 23BP MISD BPP										
Year	Base Tax Pd	Under	Discounts	Eff Taxes Paid	Penalty	Interest	Att. Fee	Overage	Payments	Adjustments
2006	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2007	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2008	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2009	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2010	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2011	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2012	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2013	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2014	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2015	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2016	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2017	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2018	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2021	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total for Delinquent Years	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Totals for All Years:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Refund Paid:	0.00		0.00		0.00	0.00	0.00	0.00	0.00	

Effective Taxes Paid = Base Tax Pd + Under + Disc  
Amount Paid = Base Tax Pd + Penalty + Interest + Att. Fee+ Overage

**Month to Date Recap Report**

July 2022 (07/01/2022 - 07/31/2022)

8/10/2022 4:46:01PM

Totals for Entity: 27 MCED

Year	Base Tax Pd	Under	Discounts	Eff Taxes Paid	Penalty	Interest	Att. Fee	Overage	Payments	Adjustments
1991	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1992	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total for Delinquent Years										
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Totals for All Years:										
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Refund Paid:										
	0.00		0.00		0.00	0.00	0.00	0.00	0.00	

Effective Taxes Paid = Base Tax Pd + Under + Disc  
 Amount Paid = Base Tax Pd + Penalty + Interest + Att. Fee+ Overage



MARATHON INDEPENDENT SCHOOL DISTRICT  
REGULAR BOARD MEETING  
AUGUST 8, 2022

Regular Board of Trustees School Board Meeting: The Board of Trustees of the Marathon Independent School District met on Monday, August 8, 2022, in the High School Library.

Present Board Members: Marina Aguilar, Steven Aguilar, Judy Briones, Dara Cavness, Cheyenne Marta, Hayes West

Absent Board Members: Craig Carter

Staff: Dr. Ivonne Durant, Victoria Sanchez, Coy Gonzalez

Audience of Individuals: Jayne Gallo, Arlene Griffis

- I. Call Meeting to Order: Board President Judy Briones called meeting to order at 6:03 p.m.
- II. Recited the Pledge of Allegiance to the Flag and Texas Flag
- III. Moment of Silence
- IV. Public Comments – Jayne asked where the agenda and the attachments for board meeting posted on the school website.
- V. Public Meeting & Public Comment: Marathon ISD is eligible to receive funding for the ESSER entitlement programs. Use of Funds for 2022-23 ESSA Grant Funds and ESSER Grant Continuous Grant Funds information presented by Business Manager, Victoria Sanchez. Marathon ISD is eligible to receive funding for Title II, Part A - Title IV, Part A (Reaped to Title II, A Program), Title IV, Part A Subpart 1- Improving Basic Programs – Student Support and Academic Enrichment, ESSER Supplement Grant and Emergency Relief Fund, CRRSA ESSER II, ARP ESSER III.
- VI. Consent Items – A motion made by Hayes West and seconded by Steven Aguilar to approve the Consent Items as presented. Motion Carried.
  - VI.a. Consent Items
  - VI.b. Budget Amendments
  - VI.c. Monthly Tax Collection Report
  - VI.d. Check Payments
  - VI.e. Financial Reports
  - VI.f. Certification of Anticipated 2022 Tax Collection Rate
  - VI.g. Quarterly Investment Report
  - VI.h. TASB Risk Management Contribution and Coverage
- VII. Approve Certification 2022 Appraisal Roll for Marathon ISD – A motion made by Judy Briones and seconded by Hayes West to approve the Certification 2022 Appraisal Roll for Marathon ISD as presented. Motion Carried.
- VIII. First Public/Lone Star Investment Pool: Add/Delete Authorized Representative – A motion made by Marina Aguilar and seconded by Judy Briones to approve the Authorized Representative Removal of Dr. Peter Price and add the New Authorized First Public/Lone Star Representative Dr. Ivonne Durant. Motion Carried.
- IX. Approve 2022 Certified Tax Roll for Marathon ISD – A motion made by Steven Aguilar and seconded by Hayes West to Approve the 2022 Certified Tax Roll for Marathon ISD as presented. Motion Carried.
- X. 2022 – 2023 Preliminary Budget – Preliminary Budget discussed – Board Information.
- XI. 2022-2023 Employee Compensation and Benefits Plan – A motion made by Steven Aguilar and seconded by Marina Aguilar to approve the 2022-2023 Marathon ISD

Employer Paid Benefits as presented by Business Manager, Victoria Sanchez. Motion Carried.

XI.a. Employer Paid Benefits

XI.b. MISD Compensation Plan – Pay Scales

XII. 2022-2023 District Travel Rates – A motion made by Dara Cavness and seconded by Marina Aguilar to approve the 2022-2023 District Travel Rates as presented by Business Manager, Victoria Sanchez. Motion Carried.

XIII. Schedule and Announce Meeting to Discuss Adopted Budget and Proposed 2022 Tax Rate. A motion made by Dara Cavness and seconded Steven Aguilar to Schedule a Meeting to Adopt the 2022 Budget for date of Wednesday, August 31, 2022 at 6:00 p.m. Motion Carried.

XIV. Vote on 2022 Proposed Tax Rate – 2022 Proposed Tax Rate presented by Business Manager, Victoria Sanchez, no vote is required board information only.

XV. Schedule and Announce Meeting to Discuss Adopted Budget and Proposed 2022 Tax Rate – A motion made by Judy Briones and seconded by Dara Cavness to Announce the Meeting to Discuss Adopted Budget and Proposed 2022 Tax Rate meeting set to be August 31, 2022. Motion Carried.

XVI. Superintendent Report

XVI.a. Designation of Official Attendance Taking Time – Student Attendance Snapshot. The designated Official Attendance Time at Marathon ISD is 8:54 A.M., CST. This is the “point in time” where the campus will take the attendance snapshot used to report attendance at the student level for the entire school year through TSDS PEIMS.

XVI.b. Internal Board Policy Revisions: DIA(Exhibit) Employee Welfare; FB (Exhibit) Equal Educational Opportunity; FFC (Exhibit) Student Welfare; FFH(Exhibit): Student Welfare.

XVI.c. District Goals Updates – No changes

XVI.c.1. Student Performance

XVI.c.2. Graduation Date

XVI.c.3. Staff Quality

XVI.c.3.a. Approval of Additional Workdays for Professional Staff Summer Duties: CCMR/ECHS Coordinator (13) and Business Manager (10)- A motion made by Steven Aguilar and seconded Dara Cavness to approve the Additional Workdays for Professional Staff Summer Duties as presented. Motion Carried.

XVI.c.4. Safe and Healthy School Climate

XVI.c.4.a Texas Child Health Access Through Telemedicine (TCHAT) – Texas Tech University Health Sciences Center at El Paso, Texas. A motion made by Steven Aguilar and seconded by Marina Aguilar to accept a MOU with Texas Tech -Texas Child Health Access through Texas Tech University Health Center of El Paso, TX. Motion Carried.

XVI.c.4.b. School Safety Training – Board Training (Due 9/30/2022)

<https://register.tealearn.com/courses/sboe--school-safety-training>.

XVI.c.4.c. Safe Return to School Staff Guidance 2022-23

XVI.c.5. Fiscal Responsibility and Facilities Management-

XVI.c.5.a. 2021-2022 Preliminary Ratings of FY 2020-21 Financial Integrity Rating System of Texas (FIRST Report) Business Manager, Victoria Sanchez informed the board that Marathon ISD received an A Rating.

XVI.c.5.b. Insurance Claim: Hail and Wind Damage –report given

XVI.c.5.c. Update on District Housing Project and Other Facility Needs – Report of Cost Breakdown for Affordable Housing was given to board.

XVI.c.6. Board/Parent/Community Engagement

- XVII. Upcoming Events
  - XVII.a. Meet the Mustangs Bash -6:00 p.m., August 15, 2022, Elementary
  - XVII.b. Regular Board Meeting (August 24, 29, 30, or 31)
- XVIII. Closed Meeting - In accordance with the Texas Open Meetings Act (Subchapter D and F Of the Texas Government Code), the board will now enter a closed meeting at 6:05 p.m.
  - XVIII.a. Teacher Contract Resignations
  - XVIII.b. Teacher Contract Recommendations
  - XVIII.c. Custodian Resignation
- XIX. Open Meeting – The board returned to Open Meeting at 6:37 P.M.
  - XIX.a. Teacher Resignations - A motion made by Marina Aguilar and seconded by Hayes West to accept Teacher Resignation of Amanda Pepper, Teacher Resignation of John Newton Jr. Motion Carried.
  - XIX.b. Teacher Contracts- A motion made by Marina Aguilar and seconded by Steven Aguilar to offer Christine Johnson a Probationary One Year Teacher Contract for school year 2022-2023 for the EE-PK grade level. Motion Carried.
- XX. Adjourn – A motion made by Dara Cavness and seconded Steven Aguilar to adjourn board meeting at 8:18 p.m. Motion Carried.

Board President \_\_\_\_\_

Board Secretary \_\_\_\_\_

# Marathon ISD

## 2022–2023 Employee Handbook

If you have difficulty accessing the information in this document because of a disability, please  
e-mail: [gidurant@marathonisd.net](mailto:gidurant@marathonisd.net)



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# Employee Handbook Receipt

Name \_\_\_\_\_

Campus/Department \_\_\_\_\_

I hereby acknowledge receipt of a copy of the Marathon ISD Employee Handbook. I agree to read the handbook and abide by the standards, policies, and procedures defined or referenced in this document.

Employees have the option of receiving the handbook in electronic format or hard copy.

Please indicate your choice by checking the appropriate box below:

- I choose to receive the employee handbook in electronic format and accept responsibility for accessing it according to the instructions provided.
- I choose to receive a hard copy of the employee handbook and understand I am required to contact \_\_\_\_\_ to obtain a hard copy.

The information in this handbook is subject to change. I understand that changes in district policies may supersede, modify, or render obsolete the information summarized in this document. As the district provides updated policy information, I accept responsibility for reading and abiding by the changes.

I understand that no modifications to contractual relationships or alterations of at-will employment relationships are intended by this handbook.

I understand that I have an obligation to inform my supervisor or department head of any changes in personal information such as phone number, address, etc. I also accept responsibility for contacting my supervisor or superintendent if I have questions or concerns or need further explanation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Please sign and date this receipt and forward it to Dr. Ivonne Durant.

# Introduction

The purpose of this handbook is to provide information that will help with questions and pave the way for a successful year. Not all district policies and procedures are included. Those that are, have been summarized. Suggestions for additions and improvements to this handbook are welcome and may be sent to the superintendent.

This handbook is neither a contract nor a substitute for the official district policy manual. Nor is it intended to alter the at-will status of non-contract employees in any way. Rather, it is a guide to and a brief explanation of district policies and procedures related to employment. These policies and procedures can change at any time; these changes shall supersede any handbook provisions that are not compatible with the change. For more information, employees may refer to the policy codes that are associated with handbook topics, confer with their supervisor, or call the appropriate district office. District policies can be accessed online at <https://pol.tasb.org/Home/Index/228>

## **Mission Statement, Goals, and Objectives**

Policy [AE](#)

### **Vision**

Marathon ISD will educate all students to their highest levels of academic achievement and personal growth, preparing productive, responsible, innovative, and compassionate life-long learners.

### **Mission**

All teachers and staff will provide a safe and nurturing environment, empowering students to expand and reach their individual potential, while holding them accountable through diverse, rigorous learning experiences.

### **Core Values**

**Motivate** *Unwavering belief in all students' unique abilities and interests*

**Unlimited potential** *All students and staff can learn and grow*

**Safety** *Ensuring all students and staff feel safe and secure*

**Teamwork** *All stakeholders are critical in the education process*

**Academic Achievement** *Focused on college, career, and military readiness*

**Nurture** *Commitment to social and emotional development*

**Growth** *Continuous improvement*

**Strive to Succeed** *In pursuit of excellence in all areas*

### **Motto**

Preparing Each Student for a Successful Future as a Lifelong Learner.

## **Board of Trustees**

Policies [BA](#), [BB](#) series, [BD](#) series, and [BE](#) series

Texas law grants the board of trustees the power to govern and oversee the management of the district's schools. The board is the policy-making body within the district and has overall responsibility for the curriculum, school taxes, annual budget, employment of the superintendent and other professional staff, and facilities. The board has complete and final control over school matters within limits established by state and federal laws and regulations.

The board of trustees is elected by the citizens of the district to represent the community's commitment to a strong educational program for the district's children. Board members are elected in November and serve 4-year terms. Board members serve without compensation, must be qualified voters, and must reside in the district.

Current board members include:

- Judy Briones - President
- Hayes West- Vice President
- Cheyenne Marta- Secretary
- Craig Carter
- Dara Cavness
- Marina Aguilar
- Steven Aguilar

The board usually meets the fourth Wednesday of the month at 6:00 pm in the High School Library. In the event that large attendance is anticipated, the board may meet at the elementary auditorium. Special meetings may be called when necessary. A written notice of regular and special meetings will be posted on the district website, on the front bulletin of the secondary building, and downtown at the community bulletin by the library at least 72 hours before the scheduled meeting time. The written notice will show the date, time, place, and subjects of each meeting. In emergencies, a meeting may be held with a two-hour notice.

All meetings are open to the public. In certain circumstances, Texas law permits the board to go into a closed meeting from which the public and others are excluded. Closed session may occur for such things as discussing prospective gifts or donations, real-property acquisition, certain personnel matters including employee complaints, security matters, student discipline, or consulting with attorneys regarding pending litigation.

## **Board Meeting Schedule**

August 24, 2022	Sep 28, 2022	Oct 26, 2022	Nov 30, 2022
December 14, 2022	January 25, 2023	February 22, 2023	March 22, 2023
April 26, 2023	May 24, 2023	June 28, 2023	July 25, 2023

## **Administration**

Ivonne Durant, Ed.D. - Superintendent

Victoria Sanchez - Business Manager, Records Management Officer, District Reporting and Submissions Officer

## **School Calendar**

Available on school website at [www.marathonisd.net](http://www.marathonisd.net)

# Employment

## Equal Employment Opportunity

*Policies [DAA](#), [DIA](#)*

In its efforts to promote nondiscrimination and as required by law, Marathon ISD does not discriminate against any employee or applicant for employment because of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, military status, genetic information, or on any other basis prohibited by law. Additionally, the district does not discriminate against an employee or applicant who acts to oppose such discrimination or participates in the investigation of a complaint related to a discriminatory employment practice. Employment decisions will be made on the basis of each applicant's job qualifications, experience, and abilities.

In accordance with Title IX, the district does not discriminate on the basis of sex and is required not to discriminate on the basis of sex in its educational programs or activities. The requirement not to discriminate extends to employment. Inquiries about the application of Title IX may be referred to the district's Title IX coordinator, to the Assistant Secretary for Civil Rights of the Department of Education, or both.

The district designates and authorizes the following employee as the Title IX coordinator for employees to address concerns or inquiries regarding discrimination based on sex, including sexual harassment: Ivonne Durant, Ed.D., Superintendent, 109 N 5th Street, Marathon, TX 79842, [gidurant@marathonisd.net](mailto:gidurant@marathonisd.net), (432) 386-4431. Reports can be made at any time and by any person, including during non-business hours, by mail, email, or phone. During district business hours, reports may also be made in person.

The district designates and authorizes the following employee as the ADA/Section 504 coordinator for employees for concerns regarding discrimination on the basis of a disability: Ivonne Durant, Ed.D., Superintendent, 109 N 5th Street, Marathon, TX 79842, [gidurant@marathonisd.net](mailto:gidurant@marathonisd.net), (432) 386-4431.

Questions or concerns relating to discrimination for any other reason should be directed to the Superintendent.

## Job Vacancy Announcements

*Policy [DC](#)*

Announcements of job vacancies by position and location are posted on a regular basis to the district's website.

## **Employment after Retirement**

### *Policy [DC](#)*

Individuals receiving retirement benefits from the Teacher Retirement System (TRS) may be employed under certain circumstances on a full- or part-time basis without affecting their benefits, according to TRS rules and state law. Detailed information about employment after retirement is available in the TRS publication *Employment after Retirement*. Employees can contact TRS for additional information by calling 800-223-8778 or 512-542-6400. Information is also available on the TRS Website ([www.trs.texas.gov](http://www.trs.texas.gov)).

## **Contract and Noncontract Employment**

### *Policy [DC series](#)*

State law requires the district to employ all full-time professional employees in positions requiring a certificate from the State Board for Educator Certification (SBEC) and nurses under probationary, term, or continuing contracts. Employees in all other positions are employed at-will or by a contract that is not subject to the procedures for nonrenewal or termination under Chapter 21 of the Texas Education Code. The paragraphs that follow provide a general description of the employment arrangements used by the district.

**Probationary Contracts.** Nurses and full-time professional employees new to the district and employed in positions requiring SBEC certification must receive a probationary contract during their first year of employment. Former employees who are hired after a two-year lapse in district employment or employees who move to a position requiring a new class of certification may also be employed by probationary contract. Probationary contracts are one-year contracts. The probationary period for those who have been employed as a teacher in public education for at least five of the eight years preceding employment with the district may not exceed two probationary years.

For those with less experience, the probationary period will be three school years (i.e., three one-year contracts) with an optional fourth school year if the board determines it is doubtful whether a term or continuing contract should be given.

**Term Contracts.** Full-time professionals employed in positions requiring certification and nurses will be employed by term contracts after they have successfully completed the probationary period. The terms and conditions of employment are detailed in the contract and employment policies. All employees will receive a copy of their contract. Employment policies can be accessed online or copies will be provided upon request.

**Noncertified Professional and Administrative Employees.** Employees in professional and administrative positions that do not require SBEC certification (such as non-instructional administrators) are employed by a one-year contract that is not subject to the provisions for nonrenewal or termination under the Texas Education Code.

**Paraprofessional and Auxiliary Employees.** All paraprofessional and auxiliary employees, regardless of certification, are employed at-will and not by contract. Employment is not for any specified term and may be terminated at any time by either the employee or the district.

## **Certification and Licenses**

*Policies [DBA](#), [DF](#)*

Professional employees whose positions require SBEC certification or professional license are responsible for taking actions to ensure their credentials do not lapse. Employees must submit documentation that they have passed the required certification exam and/or obtained or renewed their credentials to the superintendent in a timely manner. Employees licensed by the Texas Department of Licensing and Regulations (TDLR) must notify the superintendent when there is action against, or revocation of, their license.

A certified employee's contract may be voided without Chapter 21 due process and employment terminated if the individual does not hold a valid certificate or fails to fulfill the requirements necessary to renew or extend a temporary certificate, emergency certificate, probationary certificate, or permit. A contract may also be voided if SBEC suspends or revokes certification because of an individual's failure to comply with criminal history background checks. Contact the superintendent if you have any questions regarding certification or licensure requirements.

## **Recertification of Employment Authorization**

*Policy [DC](#)*

At the time of hire all employees must complete the Employment Eligibility Verification Form (Form I-9) and present documents to verify identity and employment authorization.

Employees whose immigration status, employment authorization, or employment authorization documents have expired must present new documents that show current employment authorization. Employees should file the necessary application or petition sufficiently in advance to ensure that they maintain continuous employment authorization or valid employment authorization documents. Contact the superintendent if you have any questions regarding re-verification of employment authorization.

## **Searches and Alcohol and Drug Testing**

*Policy [CQ](#), [DHE](#)*

Non-investigatory searches in the workplace including accessing an employee's desk, file cabinets, or work area to obtain information needed for usual business purposes may occur when an employee is unavailable. Therefore, employees are hereby notified that they have no legitimate expectation of privacy in those places. In addition, the district reserves the right to conduct searches when there is reasonable cause to believe a search will uncover evidence of

work-related misconduct. Such an investigatory search may include drug and alcohol testing if the suspected violation relates to drug or alcohol use. The district may search the employee, the employee's personal items, and work areas including district-owned technology resources, lockers, and private vehicles parked on district premises or work sites or used in district business.

**Employees Required to Have a Commercial Driver's License.** Any employee whose duties require a commercial driver's license (CDL) is subject to drug and alcohol testing. This includes all drivers who operate a motor vehicle designed to transport 16 or more people counting the driver, drivers of large vehicles, or drivers of vehicles used in the transportation of hazardous materials. Teachers, coaches, or other employees who primarily perform duties other than driving are subject to testing requirements if their duties include driving a commercial motor vehicle.

Drug testing will be conducted before an individual assumes driving responsibilities. Alcohol and drug tests will be conducted when reasonable suspicion exists, at random, when an employee returns to duty after engaging in prohibited conduct, and as a follow-up measure. Testing may be conducted following accidents. Return-to-duty and follow-up testing will be conducted if an employee who has violated the prohibited alcohol conduct standards or tested positive for alcohol or drugs is allowed to return to duty.

All employees required to have a CDL or who otherwise are subject to alcohol and drug testing will receive a copy of the district's policy, the testing requirements, and detailed information on alcohol and drug abuse and the availability of assistance programs.

Employees with questions or concerns relating to alcohol and drug testing policies and related educational material should contact the superintendent.

## **Health Safety Training**

*Policies [DBA](#), [DMA](#)*

Certain employees who are involved in physical activities for students must maintain and submit to the district proof of current certification or training in first aid, cardiopulmonary resuscitation (CPR), the use of an automated external defibrillator (AED), concussion, and extracurricular athletic activity safety. Certification or documentation of training must be issued by the American Red Cross, the American Heart Association, University Interscholastic League, or another organization that provides equivalent training and certification. Employees subject to this requirement must submit their certification or documentation to the superintendent by the established deadline.

School nurses and employees with regular contact with students must complete a Texas Education Agency approved, online training regarding seizure disorder awareness, recognition, and related first aid.

## **Reassignments and Transfers**

*Policy [DK](#)*

All personnel are subject to assignment and reassignment by the superintendent or designee when the superintendent or designee determines that the assignment or reassignment is in the best interest of the district. Reassignment is a transfer to another position, department, or facility that does not necessitate a change in the employment contract. Campus reassignments must be approved by the principal at the receiving campus except when reassignments are due to enrollment shifts or program changes. Extracurricular or supplemental duty assignments may be reassigned at any time unless an extracurricular or supplemental duty assignment is part of a dual-assignment contract. Employees who object to a reassignment may follow the district process for employee complaints as outlined in this handbook and district policy DGBA (Local).

An employee with the required qualifications for a position may request a transfer to another campus or department. A written request for transfer must be completed and signed by the employee and the employee's supervisor. A teacher requesting a transfer to another campus before the school year begins must submit his or her request by May, 2023. Requests for transfer during the school year will be considered only when the change will not adversely affect students and after a replacement has been found. All transfer requests will be coordinated by the superintendent's office and must be approved by the receiving supervisor.

## **Workload and Work Schedules**

*Policies [DEAB](#), [DK](#), [DL](#)*

**Professional Employees.** Professional employees and academic administrators are exempt from overtime pay and are employed on a 10-, 11-, or 12-month basis, according to the work schedules set by the district. A school calendar is adopted each year designating the work schedule for teachers and all school holidays. Notice of work schedules including start and end dates and scheduled holidays will be distributed each school year.

Classroom teachers will have planning periods for instructional preparation including conferences. The schedule of planning periods is set at the campus level but must provide at least 450 minutes within each two-week period in blocks not less than 45 minutes within the instructional day. Teachers and librarians are entitled to a duty-free lunch period of at least 30 minutes. The district may require teachers to supervise students during lunch one day a week when no other personnel are available.

**Paraprofessional and Auxiliary Employees.** Support employees are employed at will and receive notification of the required duty days, holidays, and hours of work for their position on an annual basis. Paraprofessional and auxiliary employees must be compensated for overtime and are not authorized to work in excess of their assigned schedule without prior approval from their supervisor.

## Teacher Work Schedule

Teacher Prep/Duty/Breakfast - 7:45-7:55
1st period - 8:00-8:50
2nd - 8:52-9:42
3rd - 9:44-10:34
4th - 10:36-11:26
Lunch - 11:26-12:07
5th - 12:09-12:54
6th - 12:56-1:46
7th - 1:48-2:38
8th - 2:40-3:30
Teacher Prep - 3:30 - 4:00 Monday Teacher Tutoring Tuesday & Wednesday Vertical Articulation on Thursday Friday: Leave as soon as students are picked up

## **Breaks for Expression of Breast Milk**

*Policies [DEAB](#), [DG](#)*

The district supports the practice of expressing breast milk and makes reasonable accommodations for the needs of employees who express breast milk. A place, other than a multiple user bathroom, that is shielded from view and free from intrusion from other employees and the public where the employee can express breast milk will be provided.

A reasonable amount of break time will be provided when the employee has a need to express milk. For nonexempt employees, these breaks are unpaid and are not counted as hours worked. Employees should meet with their supervisor to discuss their needs and arrange break times.

## **Notification to Parents Regarding Qualifications**

*Policies [DK](#), [DBA](#)*

In schools receiving Title I funds, the district is required by the Every Student Succeeds Act (ESSA) to notify parents at the beginning of each school year that they may request information regarding the professional qualifications of their child's teacher. ESSA also requires that parents be notified if their child has been assigned or taught for four or more consecutive weeks by a teacher who does not meet applicable state certification or licensure requirements.

Texas law requires that parents be notified if their child is assigned for more than 30 consecutive instructional days to a teacher who does not hold an appropriate teaching certificate. This notice is not required if parental notice under ESSA is sent. Inappropriately certified or uncertified teachers include individuals on an emergency permit (including individuals waiting to take a certification exam) and individuals who do not hold any certificate or permit. Information relating to teacher certification will be made available to the public upon request. Employees who have questions about their certification status can call the superintendent.

## **Outside Employment and Tutoring**

*Policy [DBD](#)*

Employees are required to disclose in writing to their immediate supervisor any outside employment that may create a potential conflict of interest with their assigned duties and responsibilities or the best interest of the district. Supervisors will consider outside employment on a case-by-case basis and determine whether it should be prohibited because of a conflict of interest.

## **Performance Evaluation**

*Policy [DN series](#)*

Evaluation of an employee's job performance is a continuous process that focuses on improvement. Performance evaluation is based on an employee's assigned job duties and other job-related criteria. All employees will participate in the evaluation process with their assigned supervisor at least annually. Written evaluations will be completed on forms approved by the district. Reports, correspondence, and memoranda also can be used to document performance information. All employees will receive a copy of their written evaluation, participate in a performance conference with their supervisor, and have the opportunity to respond to the evaluation.

## **Employee Involvement**

*Policies [BQ](#), [BQA](#)*

At both the campus and district levels, Marathon ISD offers opportunities for input in matters that affect employees and influence the instructional effectiveness of the district. As part of the district's planning and decision-making process, employees are elected to serve on district- or campus-level advisory committees. Plans and detailed information about the shared decision-making process are available in each campus office or from the superintendent.

## **Staff Development**

*Policy [DMA](#)*

Staff development activities are organized to meet the needs of employees and the district. Staff development for instructional personnel is predominantly campus-based, related to achieving campus performance objectives, addressed in the campus improvement plan, and approved by a campus-level advisory committee. Staff development for non instructional personnel is designed to meet specific licensing requirements (e.g., bus drivers) and continued employee skill development.

Individuals holding renewable SBEC certificates are responsible for obtaining the required training hours and maintaining appropriate documentation.

## **Compensation and Benefits**

### **Salaries, Wages, and Stipends**

*Policies [DEA](#), [DEAA](#), [DEAB](#)*

Employees are paid in accordance with administrative guidelines and an established pay structure. The district's pay plans are reviewed by the administration each year and adjusted as needed. All district positions are classified as exempt or nonexempt according to federal law. Professional employees and academic administrators are generally classified as exempt and are paid monthly salaries. They are not entitled to overtime compensation. Other employees are generally classified as nonexempt and are paid an hourly wage or salary and receive compensatory time or overtime pay for each hour worked beyond 40 in a workweek.

All employees will receive written notice of their pay and work schedules before the start of each school year. Classroom teachers, full-time librarians, full-time nurses, and full-time counselors will be paid no less than the minimum state salary schedule. Contract employees who perform extracurricular or supplemental duties may be paid a stipend in addition to their salary according to the district's extra-duty pay schedule.

Employees should contact the Business Manager for more information about the district's pay schedules or their own pay.

### **Paychecks**

All district employees are paid monthly. Employee Wage Statements or paychecks will not be

released to any person other than the district employee named on the check without the employee's written authorization.

<b>Payroll Timelines 2022-2023</b>
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<b><u>Payroll Date</u></b>	<b><u>Payroll Information &amp; Timesheet Deadline</u></b>
September 23, 2022	Monday, September 19, 2022 - Noon
October 25, 2022	Thursday, October 20, 2022 - Noon
November 18, 2022	Tuesday, November 15, 2022 - Noon
December 16, 2022	Tuesday, December 13, 2022 - Noon
January 25, 2023	Thursday, January 19, 2023– Noon
February 24, 2023	Tuesday, February 21, 2023 – Noon
March 24, 2023	Tuesday, March 21, 2023 – Noon
April 25, 2023	Thursday, April 20, 2023 – Noon
May 25, 2023	Friday, May 19, 2023 – Noon
June 22, 2023	Monday, June 19, 2023 – Noon
July 25, 2023	Tuesday, July 18, 2023 – Noon
August 25, 2023	Monday, August 21, 2023 – Noon

The District is required to meet NACHA submission deadlines established by its bank depository. Please note that all payroll deadlines are final. Late payroll submission forms and requests will be processed with the following scheduled payroll.

## **Automatic Payroll Deposit**

The district payroll procedures include that employee paychecks are electronically deposited into a designated account. The new employee packet includes the automatic payroll deposit form that is to be completed and returned within five days from receipt of packet.

Additions, deletions or revisions to the automatic payroll deposit form/service are to be submitted within the scheduled payroll submission timelines for the change to take place with the next payroll. Contact the Business Manager for more information about the automatic payroll deposit service.

## **Payroll Deductions**

*Policy [CFEA](#)*

The district is required to make the following automatic payroll deductions:

- Teacher Retirement System of Texas (TRS) or Social Security employee contributions
- Federal income tax required for all full-time employees
- Medicare tax (applicable only to employees hired after March 31, 1986)
- Child support and spousal maintenance, if applicable
- Delinquent federal education loan payments, if applicable

Other payroll deductions employees may elect include deductions for the employee's share of premiums for health, dental, life, and vision insurance; annuities; and higher education savings plans or prepaid tuition programs. Employees also may request payroll deduction for payment of membership dues to professional organizations. Salary deductions are automatically made for unauthorized or unpaid leave.

## **Overtime Compensation**

*Policies [DEAB](#), [DEC](#)*

The district compensates overtime for nonexempt employees in accordance with federal wage and hour laws. Only nonexempt employees (hourly employees and paraprofessional employees) are entitled to overtime compensation. Nonexempt employees are not authorized to work beyond their normal work schedule without advance approval from their supervisor. A nonexempt employee who works overtime without prior approval will be subject to disciplinary action

Overtime is legally defined as all hours worked in excess of 40 hours in a workweek and is not measured by the day or by the employee's regular work schedule. For the purpose of calculating overtime, a workweek begins at 12:00 a.m. Sunday and ends at 11:59 p.m. on Saturday.

Nonexempt employees that are paid on a salary basis are paid for the hours set by the normal work schedule. Hours worked beyond the normal schedule up to 40 hours will be paid at a regular rate of pay.

Employees may be compensated for overtime (i.e., hours beyond 40 in a workweek) at time-and-a-half rate with compensatory time off (comp time) or direct pay. The following applies to all nonexempt employees:

- Employees can accumulate up to 60 hours of comp time.
- Comp time must be used in the duty year that it is earned.
- Use of comp time may be at the employee's request with supervisor approval, as workload permits, or at the supervisor's direction.
- An employee may be required to use comp time before using available paid leave (e.g., sick, personal, vacation).
- Weekly time records will be maintained on all nonexempt employees for the purpose of wage and salary administration.

At the District's option, nonexempt employees may receive compensatory time off for time worked in excess of their assigned work hours/schedule, in lieu of additional or overtime pay. Calculation of earned compensatory time will be in accordance with the Federal Labor Standards Act. The employee shall be informed in advance if overtime hours will accrue compensatory time rather than pay.

## **Travel Expense Reimbursement**

*Policy [DEE](#)*

Before any travel expenses are incurred by an employee, the employee's supervisor and Superintendent must give approval.

An employee shall be reimbursed for reasonable, allowable expenses incurred in carrying out District business only with the prior approval of the employee's supervisor and in accordance with administrative regulations.

For any allowable expense incurred, the employee shall submit a statement, with receipts to the extent feasible, documenting actual expenses.

## **Health, Dental, MASA, and Life Insurance**

### *Policy [CRD](#)*

Group health insurance coverage is provided through TRS-ActiveCare, the statewide public school employee health insurance program. The district's contribution to employee insurance premiums is determined annually by the board of trustees. Employees eligible for health insurance coverage include the following:

- Employees who are active, contributing TRS members
- Employees who are not contributing TRS members and who are employed for 10 or more regularly scheduled hours per week

TRS retirees who are enrolled in TRS-Care (retiree health insurance program) are not eligible to participate in TRS-ActiveCare.

The insurance plan year is from September 1 through August 31. Current employees can make changes in their insurance coverage during open enrollment each year or when they experience a qualifying event (e.g., marriage, divorce, birth). Detailed descriptions of insurance coverage, employee cost, and eligibility requirements are provided to all employees in a separate booklet. Employees should contact the Superintendent's Secretary/Human Resources for more information.

The district's contribution to employee insurance premiums for the 2022-2023 school is as follows:

- 1) TRS-Active Care for Eligible Employees. The district's contribution is equal to the employee only premium coverage for TRS Active Care Primary +.
- 2) Metlife Dental and Metlife Vision for Eligible Employees. The district's contribution is equal to the employee only premium coverage.
- 3) MASA Emergent Plus Plan for Eligible Employees. The district's contribution is equal to the employee only premium coverage.
- 4) Dearborn National Life - \$10,000 Group Term Life, Employee Only. The district's contribution is equal to the employee only premium coverage.

Employee's may add spouse, children, or family coverage to the options above. The additional cost to be paid by the employee.

## **Supplemental Insurance Benefits**

*Policy* [CRD](#)

At their own expense, employees may enroll in supplemental insurance programs for 2022-2023. Premiums for these programs can be paid by payroll deduction. Employees should contact the district's Third Party Administrator, First Financial Group of America, for more information and enrollment. Contact Information is as follows:

Frank Martinez, Senior Account Administrator

[Frank.Martinez@ffg.com](mailto:Frank.Martinez@ffg.com)

## **Cafeteria Plan Benefits (Section 125)**

Employees may be eligible to participate in the Cafeteria Plan (Section 125) and, under IRS regulations, must either accept or reject this benefit. This plan enables eligible employees to pay certain insurance premiums on a pretax basis (i.e., disability, accidental death and dismemberment, cancer and dread disease, dental, and additional term life insurance). A third-party administrator handles employee claims made on these accounts.

New employees must accept or reject this benefit during their first month of employment. All employees must accept or reject this benefit on an annual basis and during the specified time period.

## **Workers' Compensation Insurance**

*Policy* [CRE](#)

The district, in accordance with state law, provides workers' compensation benefits to employees who suffer a work-related illness or are injured on the job. The district has workers' compensation coverage from TASB Risk Management Fund.

Benefits help pay for medical treatment and make up for part of the income lost while recovering. Specific benefits are prescribed by law depending on the circumstances of each case.

All work-related accidents or injuries should be reported immediately to Superintendent's Secretary/Human Resources. Employees who are unable to work because of a work-related injury will be notified of their rights and responsibilities under the Texas Labor Code. See Workers' Compensation Benefits for information on use of paid leave for such absences.

## **Unemployment Compensation Insurance**

Policy [CRF](#)

Employees who have been laid off or terminated through no fault of their own may be eligible for unemployment compensation benefits. Employees are not eligible to collect unemployment benefits during regularly scheduled breaks in the school year or the summer months if they have employment contracts or reasonable assurance of returning to service. Employees with questions about unemployment benefits should contact the Business Manager.

## **Teacher Retirement**

All personnel employed on a regular basis for at least four and one-half months are members of the Teacher Retirement System of Texas (TRS). Substitutes not receiving TRS service retirement benefits who work at least 90 days a year are eligible to purchase a year of creditable service in TRS. TRS provides members with an annual statement of their account showing all deposits and the total account balance for the year ending August 31, as well as an estimate of their retirement benefits.

Employees who plan to retire under TRS should notify the Business Manager as soon as possible. Information on the application procedures for TRS benefits is available from TRS at Teacher Retirement System of Texas, 1000 Red River Street, Austin, TX 78701-2698, or call 800-223-8778 or 512-542-6400. TRS information is also available on the web ([www.trs.texas.gov](http://www.trs.texas.gov)). The TRS website has information on restrictions of employment of retirees in Texas public schools.

## **Leaves and Absences**

Policies [DEC](#), [DECA](#), [DECB](#)

The district offers employees paid and unpaid leaves of absence in times of personal need. This handbook describes the basic types of leave available and restrictions on leaves of absence. Employees who expect to be absent for an extended period of more than five days should call the Business Manager for information about applicable leave benefits, payment of insurance premiums, and requirements for communicating with the district.

Paid leave must be used in half-day increments. If the employee is taking intermittent FMLA leave, leave shall be recorded in one-hour increments. Earned comp time must be used before any available paid state and local leave. Unless an employee requests a different order, available paid state and local leave will be used in the following order:

- Compensatory time (*if applicable*)

- Local personal leave
- State sick leave accumulated before the 1995-1996 school year.
- State personal leave

Employees must follow district and department or campus procedures to report or request any leave of absence and complete the appropriate form or certification. Any unapproved absences or absences beyond accumulated or available leave shall result in deduction from the employee's pay.

**Immediate Family.** For purposes of leave other than family and medical leave, immediate family is defined as the following:

- Spouse
- Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands in loco parentis.
- Parent, stepparent, parent-in-law, or other individual who stands in loco parentis to the employee.
- Sibling, stepsibling, and sibling-in-law
- Grandparent and grandchild
- Any person residing in the employee's household at the time of illness or death

For purposes of family and medical leave, the definition of family is limited to spouse, parent, son or daughter, and next of kin. The definition of these are found in Policy DECA (LEGAL).

**Medical Certification.** Any employee, who is absent more than five consecutive workdays because of a personal or family illness, must submit a medical certification from a qualified health care provider confirming the specific dates of the illness, the reason for the illness, and—in the case of personal illness—the employee's fitness to return to work.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits covered employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we ask that employees and health care providers do not provide any genetic information in any medical certification. 'Genetic information,' as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member, or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

**Continuation of Health Insurance.** Employees, on an approved leave of absence other than family and medical leave, may continue their insurance benefits at their own expense. Health insurance benefits for employees on paid leave and leave designated under the Family and Medical Leave Act will be paid by the district as they were prior to the leave. Otherwise, the district does not pay any portion of insurance premiums for employees who are on unpaid leave.

Under TRS-Active Care rules, an employee is no longer eligible for insurance through the district after six months of unpaid leave other than FML. If an employee's unpaid leave extends for more than six months, the district will provide the employee with notice of COBRA rights.

## **Personal Leave**

State law entitles all employees to five days of paid personal leave per year. Personal leave is available for use at the beginning of the year. A day of personal leave is equivalent to the number of hours per day in an employee's usual assignment, whether full-time or part-time. State personal leave accumulates without limit, is transferable to other Texas school districts, and generally transfers to education service centers. Personal leave may be used for two general purposes: nondiscretionary and discretionary.

**Nondiscretionary.** Leave taken for personal or family illness, family emergency, a death in the family, or active military service is considered nondiscretionary leave. Reasons for this type of leave allow very little, if any, advance planning. Nondiscretionary may be used in the same manner as state sick leave.

**Discretionary.** Leave taken at an employee's discretion that can be scheduled in advance is considered discretionary leave. An employee wishing to take discretionary personal leave must submit a request to his or her principal or supervisor five days in advance of the anticipated absence. The effect of the employee's absence on the educational program or department operations, as well as the availability of substitutes, will be considered by the principal or supervisor.

**Leave Proration.** If an employee separates from employment with the district before his or her last duty day of the year, or begins employment after the first duty day, state personal leave will be prorated based on the actual time employed. When an employee separates from employment before the last duty day of the school year, the employee's final paycheck will be reduced by the amount of state personal leave the employee used beyond his or her pro rata entitlement for the school year.

## **State Sick Leave**

State sick leave accumulated before 1995 is available for use and may be transferred to other school districts in Texas. State sick leave can be used only in half-day increments, except when

coordinated with family and medical leave taken on an intermittent or reduced-schedule basis or when coordinated with workers' compensation benefits.

State sick leave may be used for the following reasons only:

- Employee illness
- Illness in the employee's immediate family
- Family emergency (i.e., natural disasters or life-threatening situations)
- Death in the immediate family
- Active military service

## **Local Leave**

All employees who work fewer than 221 days annually shall earn five paid local leave days per school year in accordance with administrative regulations.

All employees who work 221 or more days annually shall earn seven paid local leave days per school year in accordance with administrative regulations.

Local leave shall be noncumulative.

Local leave shall be used according to the terms and conditions of state personal leave. [See STATE PERSONAL LEAVE, above]

An employee may also use local leave for absences related to the birth or placement of a child when leave is taken within the first year after the child's birth, adoption, or foster placement.

Note: At the end of the employee's contract year, the district will pay \$65.00 per full day/8 hours, or \$32.50 per half day/4 hours, towards unused local personal leave.

## **Vacation**

*Policy [DED](#)*

All employees who work 221 or more days annually shall earn ten paid vacation days per school year in accordance with administrative regulations and Board Policy DED (Local)

## **Family and Medical Leave Act (FMLA)—General Provisions**

The following text is from the federal notice, *Employee Rights and Responsibilities Under the Family and Medical Leave Act*. Specific information that the district has adopted to implement the FMLA follows this general notice.

### **Leave Entitlements**

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered service member's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the service member with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

### **Benefits and Protections**

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

### **Eligibility Requirements**

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;\* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

\*Special hours of service eligibility requirements apply to airline flight crew employees.

### **Requesting Leave**

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection.

Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

### **Employer Responsibilities**

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

## Enforcement

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

For additional information:

1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627  
[www.wagehour.dol.gov](http://www.wagehour.dol.gov)

## Local Family and Medical Leave Provisions

Eligible employees can take up to 12 weeks of unpaid leave in the 12-month period beginning on the first duty day of the school year

**Use of Paid Leave.** FML runs concurrently with accrued sick and personal leave, temporary disability leave, compensatory time, assault leave, and absences due to a work-related illness or injury. The district will designate the leave as FML, if applicable, and notify the employee that accumulated leave will run concurrently.

**Combined Leave for Spouses.** Spouses who are employed by the district are limited to a combined total of 12 weeks of FML to care for a parent with a serious health condition; or for the birth, adoption, or foster placement of a child. Military caregiver leave for spouses is limited to a combined total of 26 weeks.

**Intermittent Leave.** When medically necessary or in the case of a qualifying exigency, an employee may take leave intermittently or on a reduced schedule. The district does not permit the use of intermittent or reduced-schedule leave for the care of a newborn child or for adoption or placement of a child with the employee.

**Fitness for Duty.** An employee that takes FML due to the employee's own serious health condition shall provide, before resuming work, a fitness-for-duty certification from the health care provider. When leave is taken for the employee's own serious health condition, the certification must address the employee's ability to perform essential job functions. The district shall provide a list of essential job functions (e.g., job description) to the employee with the FML designation notice to share with the health care provider. Fitness for duty is not required when an employee returns to work following leave to care for a family member with a serious health condition; to care for a child following birth, adoption, or foster care placement; or for qualifying exigency leave.

**Reinstatement.** An employee returning to work at the end of FML will be returned to the same position held when the leave began or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

In certain cases, instructional employees desiring to return to work at or near the conclusion of a semester may be required to continue on family and medical leave until the end of the semester. The additional time off is not counted against the employee's FML entitlement, and the district will maintain the employees group health insurance and reinstate the employee at the end of the leave according to the procedures outlined in policy (see DECA (LEGAL)).

**Failure to Return.** If, at the expiration of FML, the employee is able to return to work but chooses not to do so, the district may require the employee to reimburse the district's share of insurance premiums paid during any portion of FML when the employee was on unpaid leave. If the employee fails to return to work for a reason beyond the employee's control, such as a continuing personal or family serious health condition or a spouse being unexpectedly transferred more than 75 miles from the district, the district may not require the employee to reimburse the district's share of premiums paid.

**District Contact.** Employees that require FML or have questions should contact the Business Manager for details on eligibility, requirements, and limitations.

## **Temporary Disability Leave**

**Certified Employees.** Any full-time employee whose position requires certification from the State Board for Educator Certification (SBEC) is eligible for temporary disability leave. The purpose of temporary disability leave is to provide job protection to full-time educators who cannot work for an extended period of time because of a mental or physical disability of a temporary nature. Temporary disability leave must be taken as a continuous block of time. It may not be taken intermittently or on a reduced schedule. Pregnancy and conditions related to pregnancy are treated the same as any other temporary disability.

Employees must request approval for temporary disability leave. An employee's notification of need for extended absence due to the employee's own medical condition shall be accepted as a request for temporary disability leave. The request must be accompanied by a physician's statement confirming the employee's inability to work and estimating a probable date of return. If disability leave is approved, the length of leave is no longer than 180 calendar days.

If an employee is placed on temporary disability leave involuntarily, he or she has the right to request a hearing before the board of trustees. The employee may protest the action and present additional evidence of fitness to work.

When an employee is ready to return to work, the Superintendent should be notified at least 30 days in advance. The return-to-work notice must be accompanied by a physician's statement confirming that the employee is able to resume regular duties. Certified employees returning

from leave will be reinstated to the school to which they were previously assigned if an appropriate position is available. If an appropriate position is not available, the employee may be assigned to another campus, subject to the approval of the campus principal. If a position is not available before the end of the school year, the employee will be reinstated to a position at the original campus at the beginning of the following school year.

## **Workers' Compensation Benefits**

An employee absent from duty because of a job-related illness or injury may be eligible for workers' compensation weekly income benefits if the absence exceeds seven calendar days.

An employee receiving workers' compensation wage benefits for a job-related illness or injury may choose to use accumulated sick leave or any other paid leave benefits. An employee choosing to use paid leave will not receive workers' compensation weekly income benefits until all paid leave is exhausted or to the extent that paid leave does not equal the pre-illness or -injury wage. If the use of paid leave is not elected, then the employee will only receive workers' compensation wage benefits for any absence resulting from a work-related illness or injury, which may not equal his or her pre-illness or -injury wage.

## **Assault Leave**

Assault leave provides extended job income and benefits protection to an employee who is injured as the result of a physical assault suffered during the performance of his or her job. An incident involving an assault is a work-related injury and should be immediately reported to the Business Manager.

An injury is treated as an assault if the person causing the injury could be prosecuted for assault or could not be prosecuted only because that person's age or mental capacity renders the person non-responsible for purposes of criminal liability.

An employee who is physically assaulted at work may take all the leave time medically necessary (up to two years) to recover from the physical injuries he or she sustained. At the request of an employee, the district will immediately assign the employee to assault leave. Days of leave granted under the assault leave provision will not be deducted from accrued personal leave and must be coordinated with workers' compensation benefits. Upon investigation the district may change the assault leave status and charge leave used against the employee's accrued paid leave. The employee's pay will be deducted if accrued paid leave is not available.

## **Jury Duty**

The district provides paid leave to employees who are summoned to jury duty including service on a grand jury. The district will not discharge, threaten to discharge, intimidate, or coerce any regular employee because of juror or grand juror service or for the employee's attendance or scheduled attendance in connection with the service in any court in the United States.

Employees who report to the court for jury duty may keep any compensation the court provides. An employee should report a summons for jury duty to his or her supervisor as soon as it is received and may be required to provide the district a copy of the summons to document the need for leave.

An employee may be required to report back to work as soon as they are released from jury duty. The supervisor may consider the travel time required and the nature of the individual's position when determining the need to report to work. A copy of the release from jury duty or documentation of time spent at the court may be required.

## **Compliance with a Subpoena**

Employees will be paid while on leave to comply with a valid subpoena to appear in a civil, criminal, legislative, or administrative proceeding and will not be required to use personal leave. Employees may be required to submit documentation of their need for leave for court appearances.

## **Truancy Court Appearances**

An employee who is a parent, guardian of a child, or a court-appointed guardian ad litem of a child who is required to miss work to attend a truancy court hearing may use personal leave or compensatory time for the absence. Employees who do not have paid leave available will be docked for any absence required because of the court appearance.

## **Religious Observance**

The district will reasonably accommodate an employee's request for absence for a religious holiday or observance. Accommodations such as changes to work schedules or approving a day of absence will be made unless they pose an undue hardship to the district. The employee may use any accumulated personal leave for this purpose. Employees who have exhausted applicable paid leave may be granted an unpaid day of absence.

## **Military Leave**

**Paid Leave for Military Service.** Any employee who is a member of the Texas National Guard, Texas State Guard, reserve component of the United States Armed Forces, or a member of a state or federally authorized Urban Search and Rescue Team is entitled to 15 days of paid leave per fiscal year when engaged in authorized training or duty orders by proper authority. An additional seven days of leave per fiscal year are available if called to state active duty in response to a disaster. In addition, an employee is entitled to use available state and local personal or sick leave during a time of active military service.

**Reemployment after Military Leave.** Employees who leave the district to enter into the United States uniformed services or who are ordered to active duty as a member of the military force of any state (e.g., National or State Guard) may return to employment if they are honorably discharged. Employees who wish to return to the district will be reemployed provided they can be qualified to perform the required duties. Employees returning to work following military leave should contact the Superintendent. In most cases, the length of federal military service cannot exceed five years.

**Continuation of Health Insurance.** Employees who perform service in the uniformed services may elect to continue their health plan coverage at their own cost for a period not to exceed 24 months. Employees should contact the Business Office for details on eligibility, requirements, and limitations.

## **Employee Recognition and Appreciation**

Continuous efforts are made throughout the year to recognize employees who make an extra effort to contribute to the success of the district. Employees are recognized at board meetings, in the district newsletter, and through special events and activities.

## **District Communications**

Throughout the school year, the Marathon ISD office publishes newsletters, brochures, fliers, calendars, news releases, and other communication materials. These publications offer employees and the community information pertaining to school activities and achievements.

# Complaints and Grievances

## *Policy [DGBA](#)*

In an effort to hear and resolve employee concerns or complaints in a timely manner and at the lowest administrative level possible, the board has adopted an orderly grievance process. Employees are encouraged to discuss their concerns or complaints with their supervisors or an appropriate administrator at any time.

The formal process provides all employees with an opportunity to be heard up to the highest level of management if they are dissatisfied with an administrative response. Once all administrative procedures are exhausted, employees can bring concerns or complaints to the board of trustees. For ease of reference, the district's policy concerning the process of bringing concerns and complaints is available by clicking on the following link: [DGBA](#) Employee Conduct and Welfare.

# Employee Conduct and Welfare

## **Standards of Conduct**

### *Policy [DH](#)*

All employees are expected to work together in a cooperative spirit to serve the best interests of the district and to be courteous to students, one another, and the public. Employees are expected to observe the following standards of conduct:

- Recognize and respect the rights of students, parents, other employees, and members of the community.
- Maintain confidentiality in all matters relating to students and coworkers.
- Report to work according to the assigned schedule.
- Notify their immediate supervisor in advance or as early as possible in the event that they must be absent or late. Unauthorized absences, chronic absenteeism, tardiness, and failure to follow procedures for reporting an absence may be cause for disciplinary action.
- Know and comply with department and district policies and procedures.
- Express concerns, complaints, or criticism through appropriate channels.
- Observe all safety rules and regulations and report injuries or unsafe conditions to a supervisor immediately.
- Use district time, funds, and property for authorized district business and activities only.

All district employees should perform their duties in accordance with state and federal law, district policies and procedures, and ethical standards. Violation of policies, regulations, or guidelines, including intentionally making a false claim, offering false statements, or refusing to cooperate with a district investigation may result in disciplinary action, including termination. Alleged incidents of certain misconduct by educators, including having a criminal record, must be reported to SBEC not later than the seventh day after the superintendent knew of the incident. See *Reports to the Texas Education Agency*, for additional information.

The *Educators' Code of Ethics*, adopted by the State Board for Educator Certification, which all district employees must adhere to, is reprinted below:

### ***Texas Educators' Code of Ethics***

#### **Purpose and Scope**

The Texas educator shall comply with standard practices and ethical conduct toward students, professional colleagues, school officials, parents, and members of the community and shall safeguard academic freedom. The Texas educator, in maintaining the dignity of the profession, shall respect and obey the law, demonstrate personal integrity, and exemplify honesty and good moral character. The Texas educator, in exemplifying ethical relations with colleagues, shall extend just and equitable treatment to all members of the profession. The Texas educator, in accepting a position of public trust, shall measure success by the progress of each student toward realization of his or her potential as an effective citizen. The Texas educator, in fulfilling responsibilities in the community, shall cooperate with parents and others to improve the public schools of the community. This chapter shall apply to educators and candidates for certification. (19 TAC 247.1(b))

#### **Enforceable Standards**

##### **1. Professional Ethical Conduct, Practices, and Performance**

**Standard 1.1** The educator shall not intentionally, knowingly, or recklessly engage in deceptive practices regarding official policies of the school district, educational institution, educator preparation program, the Texas Education Agency, or the State Board for Educator Certification (SBEC) and its certification process.

**Standard 1.2** The educator shall not intentionally, knowingly, or recklessly misappropriate, divert, or use monies, personnel, property, or equipment committed to his or her charge for personal gain or advantage.

**Standard 1.3** The educator shall not submit fraudulent requests for reimbursement, expenses, or pay.

**Standard 1.4** The educator shall not use institutional or professional privileges for personal or partisan advantage.

**Standard 1.5** The educator shall neither accept nor offer gratuities, gifts, or favors that impair professional judgment or to obtain special advantage. This standard shall not restrict the

acceptance of gifts or tokens offered and accepted openly from students, parents of students, or other persons or organizations in recognition or appreciation of service.

**Standard 1.6** The educator shall not falsify records, or direct or coerce others to do so.

**Standard 1.7** The educator shall comply with state regulations, written local school board policies, and other state and federal laws.

**Standard 1.8** The educator shall apply for, accept, offer, or assign a position or a responsibility on the basis of professional qualifications.

**Standard 1.9** The educator shall not make threats of violence against school district employees, school board members, students, or parents of students.

**Standard 1.10** The educator shall be of good moral character and be worthy to instruct or supervise the youth of this state.

**Standard 1.11** The educator shall not intentionally, knowingly, or recklessly misrepresent his or her employment history, criminal history, and/or disciplinary record when applying for subsequent employment.

**Standard 1.12** The educator shall refrain from the illegal use or distribution of controlled substances and/or abuse of prescription drugs and toxic inhalants.

**Standard 1.13** The educator shall not be under the influence of alcohol or consume alcoholic beverages on school property or during school activities when students are present.

## **2. Ethical Conduct toward Professional Colleagues**

**Standard 2.1** The educator shall not reveal confidential health or personnel information concerning colleagues unless disclosure serves lawful professional purposes or is required by law.

**Standard 2.2** The educator shall not harm others by knowingly making false statements about a colleague or the school system.

**Standard 2.3** The educator shall adhere to written local school board policies and state and federal laws regarding the hiring, evaluation, and dismissal of personnel.

**Standard 2.4** The educator shall not interfere with a colleague's exercise of political, professional, or citizenship rights and responsibilities.

**Standard 2.5** The educator shall not discriminate against or coerce a colleague on the basis of race, color, religion, national origin, age, gender, disability, family status, or sexual orientation.

**Standard 2.6** The educator shall not use coercive means or promise of special treatment in order to influence professional decisions or colleagues.

**Standard 2.7** The educator shall not retaliate against any individual who has filed a complaint with the SBEC or provides information for a disciplinary investigation or proceeding under this chapter.

### **3. Ethical Conduct toward Students**

**Standard 3.1** The educator shall not reveal confidential information concerning students unless disclosure serves lawful professional purposes or is required by law.

**Standard 3.2** The educator shall not intentionally, knowingly, or recklessly treat a student or minor in a manner that adversely affects or endangers the learning, physical health, mental health, or safety of the student or minor.

**Standard 3.3** The educator shall not intentionally, knowingly, or recklessly misrepresent facts regarding a student.

**Standard 3.4** The educator shall not exclude a student from participation in a program, deny benefits to a student, or grant an advantage to a student on the basis of race, color, gender, disability, national origin, religion, family status, or sexual orientation.

**Standard 3.5** The educator shall not intentionally, knowingly, or recklessly engage in physical mistreatment, neglect, or abuse of a student or minor.

**Standard 3.6** The educator shall not solicit or engage in sexual conduct or a romantic relationship with a student or minor.

**Standard 3.7** The educator shall not furnish alcohol or illegal/unauthorized drugs to any person under 21 years of age unless the educator is a parent or guardian of that child or knowingly allow any person under 21 years of age unless the educator is a parent or guardian of that child to consume alcohol or illegal/unauthorized drugs in the presence of the educator.

**Standard 3.8** The educator shall maintain appropriate professional educator-student relationships and boundaries based on a reasonably prudent educator standard.

**Standard 3.9** The educator shall refrain from inappropriate communication with a student or minor, including, but not limited to, electronic communication such as cell phone, text messaging, email, instant messaging, blogging, or other social network communication. Factors that may be considered in assessing whether the communication is inappropriate include, but are not limited to:

- (i) the nature, purpose, timing, and amount of the communication;
- (ii) the subject matter of the communication;
- (iii) whether the communication was made openly or the educator attempted to conceal the communication;

- (iv) whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship;
- (v) whether the communication was sexually explicit; and
- (vi) whether the communication involved discussion(s) of the physical or sexual attractiveness or the sexual history, activities, preferences, or fantasies of either the educator or the student.

## **Discrimination, Harassment, and Retaliation**

*Policies [DH](#), [DIA](#)*

Employees shall not engage in prohibited harassment, including sexual harassment, of other employees, unpaid interns, student teachers, or students. While acting in the course of their employment, employees shall not engage in prohibited harassment of other persons including board members, vendors, contractors, volunteers, or parents. A substantiated charge of harassment will result in disciplinary action.

Individuals who believe they have been discriminated or retaliated against or harassed are encouraged to promptly report such incidents to the campus principal, supervisor, or appropriate district official. If the campus principal, supervisor, or district official is the subject of a complaint, the complaint should be made directly to the superintendent. A complaint against the superintendent may be made directly to the board.

Any district employee who believes that he or she has experienced prohibited conduct based on sex, including sexual harassment, or believes that another employee has experienced such prohibited conduct, should immediately report the alleged acts. The employee may report the alleged acts to his or her supervisor, the campus principal, the Title IX coordinator, or the superintendent. The district's Title IX coordinator's name and contact information is listed in the Equal Employment Opportunity section of this handbook.

The district's policy that includes definitions and procedures for reporting and investigating discrimination, harassment, and retaliation is available on the following links: *Policies [DH](#), [DIA](#)*

## **Harassment of Students**

*Policies [DH](#), [DHB](#), [FFG](#), [FFH](#), [FFI](#)*

Sexual and other harassment of students by employees are forms of discrimination and are prohibited by law. Romantic or inappropriate social relationships between students and district employees are prohibited.

Employees who suspect a student may have experienced prohibited harassment are obligated to report their concerns to the campus principal or other appropriate district official. Any district employee who suspects or receives direct or indirect notice that a student or group of

students has or may have experienced prohibited conduct based on sex, including sexual harassment, of a student shall immediately notify the district's Title IX coordinator, the ADA/Section 504 coordinator, or superintendent and take any other steps required by district policy.

All allegations of prohibited harassment of a student by an employee or adult will be reported to the student's parents and promptly investigated. An employee who knows of or has reasonable cause to believe that child abuse or neglect occurred child abuse must also report his or her knowledge or suspicion to the appropriate authorities, as required by law. See *Reporting Suspected Child Abuse* and *Bullying* for additional information.

The district's policy that includes definitions and procedures for reporting and investigating harassment of students is reprinted below:

**DHB (Legal): Employee Standards of Conduct - Reports to State Board for Educator Certification:**

*A superintendent shall make a report to SBEC if an educator was terminated or resigned and there is evidence that the educator:*

- 1. Abused or otherwise committed an unlawful act with a student or minor;*
- 2. Was involved in a romantic relationship with or solicited or engaged in sexual contact with a student or minor.*

**FFH (Local): Student Welfare - Freedom from Discrimination, harassment, and Retaliation**

**Note:** *This policy addresses discrimination, harassment, and retaliation involving District students. For provisions regarding discrimination, harassment, and retaliation involving District employees, see [DIA](#). For reporting requirements related to child abuse and neglect, see [FFG](#). Note that [FFH](#) shall be used in conjunction with [FFI](#) (bullying) for certain prohibited conduct*

## **Reporting Suspected Child Abuse**

*Policies DG, [FFG](#), [GRA](#)*

All employees with reasonable cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect, as defined by Texas Family Code §261.001, are required by state law to make a report to a law enforcement agency, Child Protective Services (CPS), or appropriate state agency (e.g., state agency operating, licensing, certifying, or registering the facility) within 48 hours of the event that led to the suspicion. Alleged abuse or neglect involving a person responsible for the care, custody, or welfare of the child (including a teacher) must be reported to CPS.

Employees are also required to make a report if they have reasonable cause to believe that an adult was a victim of abuse or neglect as a child and they determine in good faith that the

disclosure of the information is necessary to protect the health and safety of another child, elderly person, or person with a disability.

Reports to Child Protective Services can be made online at <https://www.txabusehotline.org/Login/Default.aspx> or to the Texas Abuse Hotline (800-252-5400). State law specifies that an employee may not delegate to or rely on another person or administrator to make the report.

Under state law, any person reporting or assisting in the investigation of reported child abuse or neglect is immune from liability unless the report is made in bad faith or with malicious intent. In addition, the district is prohibited from taking an adverse employment action against a certified or licensed professional who, in good faith, reports child abuse or neglect or who participates in an investigation regarding an allegation of child abuse or neglect.

An employee's failure to make the required report may result in prosecution as a Class A misdemeanor. The offense of failure to report by a professional may be a state jail felony if it is shown the individual intended to conceal the abuse or neglect. In addition, a certified employee's failure to report may result in disciplinary procedures by SBEC for a violation of the Texas Educators' Code of Ethics.

Employees who suspect that a student has been or may be abused or neglected should also report their concerns to the campus principal. This includes students with disabilities who are no longer minors. Employees are not required to report their concern to the principal before making a report to the appropriate agency.

Reporting the concern to the principal does not relieve the employee of the requirement to report it to the appropriate state agency. In addition, employees must cooperate with investigators of child abuse and neglect. Interference with a child abuse investigation by denying an interviewer's request to interview a student at school or requiring the presence of a parent or school administrator against the desires of the duly authorized investigator is prohibited.

## **Sexual Abuse and Maltreatment of Children**

The district has established a plan for addressing sexual abuse and other maltreatment of children, which may be accessed at [marathonisd.net](http://marathonisd.net). As an employee, it is important for you to be aware of warning signs that could indicate a child may have been or is being sexually abused or maltreated. Sexual abuse in the Texas Family Code is defined as any sexual conduct harmful to a child's mental, emotional, or physical welfare as well as a failure to make a reasonable effort to prevent sexual conduct with a child. Maltreatment is defined as abuse or neglect. Anyone who has reasonable cause to believe that a child has been or may be abused or neglected has a legal responsibility under state law for reporting the suspected abuse or neglect following the procedures described above in *Reporting Suspected Child Abuse*.

## **Reporting Crime**

*Policy [DG](#)*

The Texas Whistleblower Act protects district employees who make good faith reports of violations of law by the district to an appropriate law enforcement authority. The district is prohibited from suspending, terminating the employment of, or taking other adverse personnel action against, an employee who makes a report under the Act. State law also provides employees with the right to report a crime witnessed at the school to any peace officer with authority to investigate the crime.

## **Scope and Sequence**

*Policy [DG](#)*

If a teacher determines that students need more or less time in a specific area to demonstrate proficiency in the Texas Essential Knowledge and Skills (TEKS) for that subject and grade level, the district will not penalize the teacher for not following the district's scope and sequence.

The district may take appropriate action if a teacher does not follow the district's scope and sequence based on documented evidence of a deficiency in classroom instruction. This documentation can be obtained through observation or substantiated and documented third-party information.

## **Technology Resources**

*Policy [CQ](#)*

The district's technology resources, including its networks, computer systems, e-mail accounts, devices connected to its networks, and all district-owned devices used on or off school property, are primarily for administrative and instructional purposes. Limited personal use is permitted if the use:

- Imposes no tangible cost to the district.
- Does not unduly burden the district's computer or network resources
- Has no adverse effect on job performance or on a student's academic performance

Electronic mail transmissions and other use of the technology resources are not confidential and can be monitored at any time to ensure appropriate use.

Employees are required to abide by the provisions of the district's acceptable use agreement and administrative procedures. Failure to do so can result in suspension of access or termination of privileges and may lead to disciplinary and legal action. Employees with questions about computer use and data management can contact Technology Services.

## **Personal Use of Electronic Communications**

*Policy [CQ](#), [DH](#)*

Electronic communications includes all forms of social media, such as text messaging, instant messaging, electronic mail (e-mail), web logs (blogs), wikis, electronic forums (chat rooms), video-sharing websites (e.g., YouTube), editorial comments posted on the Internet, and social network sites (e.g., Facebook, Twitter, LinkedIn, Instagram). Electronic communications also includes all forms of telecommunication such as landlines, cell phones, and web-based applications.

As role models for the district's students, employees are responsible for their public conduct even when they are not acting as district employees. Employees will be held to the same professional standards in their public use of electronic media as they are for any other public conduct. If an employee's use of electronic media interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment. If an employee wishes to use a social network site or similar media for personal purposes, the employee is responsible for the content on the employee's page, including content added by the employee, the employee's friends, or members of the public who can access the employee's page, and for web links on the employee's page. The employee is also responsible for maintaining privacy settings appropriate to the content.

An employee who uses electronic media for personal purposes shall observe the following:

- The employee may not set up or update the employee's personal social network page(s) using the district's computers, network, or equipment.
- The employee shall limit use of personal electronic communication devices to send or receive calls, text messages, pictures, and videos to breaks, meal times, and before and after scheduled work hours, unless there is an emergency or the use is authorized by a supervisor to conduct district business.
- The employee shall not use the district's logo or other copyrighted material of the district without express, written consent.
- An employee may not share or post, in any format, information, videos, or pictures obtained while on duty or on district business unless the employee first obtains written approval from the employee's immediate supervisor. Employees should be cognizant that they have access to information and images that, if transmitted to the public, could violate privacy concerns.
- The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, and the Texas Educators' Code of Ethics, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off campus. These restrictions include:

- Confidentiality of student records [See Policy [FL](#)]
- Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law [See Policy [DH \(EXHIBIT\)](#)]
- Confidentiality of district records, including educator evaluations and private email addresses. [See Policy [GBA](#)]
- Copyright law [See Policy [CY](#)]
- Prohibition against harming others by knowingly making false statements about a colleague or the school system. [See Policy [DH \(EXHIBIT\)](#)]

See *Electronic Communications between Employees, Students, and Parents*, below, for regulations on employee communication with students.

## **Electronic Communications between Employees, Students, and Parents**

*Policy* [DH](#)

A certified or licensed employee, or any other employee designated in writing by the superintendent or a campus principal, may use electronic communications with students who are currently enrolled in the district. The employee must comply with the provisions outlined below. Electronic communications between all other employees and students who are enrolled in the district are prohibited. Employees are not required to provide students with their personal phone number or email address.

An employee is not subject to provisions regarding electronic communications with a student to the extent the employee has a social or family relationship with a student. For example, an employee may have a relationship with a niece or nephew, a student who is the child of an adult friend, a student who is a friend of the employee's child, or a member or participant in the same civic, social, recreational, or religious organization. An employee who claims an exception based on a social relationship shall provide written consent from the student's parent. The written consent shall include an acknowledgement by the parent that:

- The employee has provided the parent with a copy of this protocol;
- The employee and the student have a social relationship outside of school;
- The parent understands that the employee's communications with the student are excepted from district regulation; and
- The parent is solely responsible for monitoring electronic communications between the employee and the student.

The following definitions apply for the use of electronic media with students:

- *Electronic communications* means any communication facilitated by the use of any electronic device, including a telephone, cellular telephone, computer, computer network, personal data assistant, or pager. The term includes email, text messages, instant messages, and any communication made through an Internet website, including a social media website or a social networking website.
- *Communicate* means to convey information and includes a one-way communication as well as a dialogue between two or more people. A public communication by an employee that is not targeted at students (e.g., a posting on the employee's personal social network page or a blog) is not a *communication*: however, the employee may be subject to district regulations on personal electronic communications. See *Personal Use of Electronic Media*, above. Unsolicited contact from a student through electronic means is not a *communication*.
- *Certified or licensed employee* means a person employed in a position requiring SBEC certification or a professional license, and whose job duties may require the employee to communicate electronically with students. The term includes classroom teachers, counselors, principals, librarians, paraprofessionals, nurses, educational diagnosticians, licensed therapists, and athletic trainers.

An employee who communicates electronically with students shall observe the following:

- The employee is prohibited from knowingly communicating with students using any form of electronic communications, including mobile and web applications, that are not provided or accessible by the district unless a specific exception is noted below.
- Only a teacher, trainer, or other employee who has an extracurricular duty may use text messaging, and then only to communicate with students who participate in the extracurricular activity over which the employee has responsibility. An employee who communicates with a student using text messaging shall comply with the following protocol:
  - The employee shall include at least one of the student's parents or guardians as a recipient on each text message to the student so that the student and parent receive the same message;
  - The employee shall include his or her immediate supervisor as a recipient on each text message to the student so that the student and supervisor receive the same message; or
  - For each text message addressed to one or more students, the employee shall send a copy of the text message to the employee's district e-mail address.
- The employee shall limit communications to matters within the scope of the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work,

homework, and tests; for an employee with an extracurricular duty, matters relating to the extracurricular activity).

- The employee is prohibited from knowingly communicating with students through a personal social network page; the employee must create a separate social network page (“professional page”) for the purpose of communicating with students. The employee must enable administration and parents to access the employee’s professional page.
- The employee shall not communicate directly with any student between the hours of 10:00 p.m. and 6:00a.m. An employee may, however, make public posts to a social network site, blog, or similar application at any time.
- The employee does not have a right to privacy with respect to communications with students and parents.
- The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, and the Texas Educators’ Code of Ethics including:
  - Compliance with the Public Information Act and the Family Educational Rights and Privacy Act (FERPA), including retention and confidentiality of student records. [See Policies [CPC](#) and [FL](#)]
  - Copyright law [Policy [CY](#)]
  - Prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student. [See Policy [DHB](#)]
- Upon request from administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with one or more currently-enrolled students.
- Upon written request from a parent or student, the employee shall discontinue communicating with the student through email, text messaging, instant messaging, or any other form of one-to-one communication.
- An employee may request an exception from one or more of the limitations above by submitting a written request to his or her immediate supervisor.
- All staff are required to use school email accounts for all electronic communications with parents. Communication about school issues through personal email accounts or text messages are not allowed as they cannot be preserved in accordance with the district’s record retention policy.
- An employee shall notify his or supervisor in writing within one business day if a student engages in an improper electronic communication with the employee. The employee should describe the form and content of the electronic communication.

## **Public Information on Private Devices**

### *Policy DH*

Employees should not maintain district information on privately owned devices. Any district information must be forwarded or transferred to the district to be preserved. The district will take reasonable efforts to obtain public information in compliance with the Public Information Act. Reasonable efforts may include:

- Verbal or written directive
- Remote access to district-owned devices and services

## **Criminal History Background Checks**

### *Policy [DBAA](#)*

Employees may be subject to a review of their criminal history record information at any time during employment. National criminal history checks based on an individual's fingerprints, photo, and other identification will be conducted on certain employees and entered into the Texas Department of Public Safety (DPS) Clearinghouse. This database provides the district and SBEC with access to an employee's current national criminal history and updates to the employee's subsequent criminal history.

## **Employee Arrests and Convictions**

### *Policy [DH](#)*

An employee must notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of any felony, and any of the other offenses listed below:

- Crimes involving school property or funds
- Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator
- Crimes that occur wholly or in part on school property or at a school-sponsored activity
- Crimes involving moral turpitude

Moral turpitude includes the following:

- Dishonesty
- Fraud
- Deceit

- Theft
- Misrepresentation
- Deliberate violence
- Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor
- Crimes involving any felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance
- Felonies involving driving while intoxicated (DWI)
- Acts constituting abuse or neglect under the SBEC rules

If an educator is arrested or criminally charged, the superintendent is also required to report the educator’s criminal history to the Division of Investigations at TEA.

## **Alcohol and Drug-Abuse Prevention**

*Policy [DH](#)*

Marathon ISD is committed to maintaining an alcohol- and drug-free environment and will not tolerate the use of alcohol and illegal drugs in the workplace and at school-related or school-sanctioned activities on or off school property. Employees who use or are under the influence of alcohol or illegal drugs as defined by the Texas Controlled Substances Act during working hours may be dismissed. The district’s policy regarding employee drug use follows:

[DH \(Local\)](#) and [DI \(Local\)](#)

## **Tobacco Products and E-Cigarette Use**

*Policies [DH](#), [FNCD](#), [GKA](#)*

State law prohibits smoking, using tobacco products, or e-cigarettes on all district-owned property and at school-related or school-sanctioned activities, on or off school property. This includes all buildings, playground areas, parking facilities, and facilities used for athletics and other activities. Drivers of district-owned vehicles are prohibited from smoking, using tobacco products, or e-cigarettes while inside the vehicle. Notices stating that smoking is prohibited by law and punishable by a fine are displayed in prominent places in all school buildings.

## **Fraud and Financial Impropriety**

*Policy [CAA](#)*

All employees should act with integrity and diligence in duties involving the district's financial resources. The district prohibits fraud and financial impropriety, as defined below. Fraud and financial impropriety include the following:

- Forgery or unauthorized alteration of any document or account belonging to the district
- Forgery or unauthorized alteration of a check, bank draft, or any other financial document
- Misappropriation of funds, securities, supplies, or other district assets including employee time
- Impropriety in the handling of money or reporting of district financial transactions
- Profiteering as a result of insider knowledge of district information or activities
- Unauthorized disclosure of confidential or proprietary information to outside parties
- Unauthorized disclosure of investment activities engaged in or contemplated by the district
- Accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the district, except as otherwise permitted by law or district policy
- Inappropriately destroying, removing, or using records, furniture, fixtures, or equipment
- Failing to provide financial records required by federal, state, or local entities
- Failure to disclose conflicts of interest as required by law or district policy
- Any other dishonest act regarding the finances of the district
- Failure to comply with requirements imposed by law, the awarding agency, or a pass-through entity for state and federal awards

## **Conflict of Interest**

*Policy [CB](#), [DBD](#)*

Employees are required to disclose in writing to the district any situation that creates a potential conflict of interest with proper discharge of assigned duties and responsibilities or creates a potential conflict of interest with the best interests of the district. This includes the following:

- A personal financial interest
- A business interest

- Any other obligation or relationship
- Non-school employment

Employees should contact their supervisor for additional information.

## **Gifts and Favors**

*Policy [DBD](#)*

Employees may not accept gifts or favors that could influence, or be construed to influence, the employee's discharge of assigned duties. The acceptance of a gift, favor, or service by an administrator or teacher that might reasonably tend to influence the selection of textbooks, electronic textbooks, instructional materials or technological equipment may result in prosecution of a Class B misdemeanor offense. This does not include staff development, teacher training, or instructional materials such as maps or worksheets that convey information to students or contribute to the learning process.

## **Copyrighted Materials**

*Policy [CY](#)*

Employees are expected to comply with the provisions of federal copyright law relating to the unauthorized use, reproduction, distribution, performance, or display of copyrighted materials (i.e., printed material, videos, computer data and programs, etc.). Electronic media, including motion pictures and other audiovisual works, are to be used in the classroom for instructional purposes only. Duplication or backup of computer programs and data must be made within the provisions of the purchase agreement.

## **Associations and Political Activities**

*Policy [DGA](#)*

The district will not directly or indirectly discourage employees from participating in political affairs or require any employee to join any group, club, committee, organization, or association. Employees may join or refuse to join any professional association or organization.

An individual's employment will not be affected by membership or a decision not to be a member of any employee organization that exists for the purpose of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work. Use of district resources including work time for political activities is prohibited.

The district encourages personal participation in the political process, including voting. Employees who need to be absent from work to vote during the early voting period or on election day must communicate with their immediate supervisor prior to the absence.

## **Charitable Contributions**

*Policy [DG](#)*

The Board or any employee may not directly or indirectly require or coerce an employee to make a contribution to a charitable organization or in response to a fundraiser. Employees cannot be required to attend a meeting called for the purpose of soliciting charitable contributions. In addition, the Board or any employee may not directly or indirectly require or coerce an employee to refrain from making a contribution to a charitable organization or in response to a fundraiser or attending a meeting called for the purpose of soliciting charitable contributions.

## **Safety**

*Policy [CK series](#)*

The district has developed and promotes a comprehensive program to ensure the safety of its employees, students, and visitors. The safety program includes guidelines and procedures for responding to emergencies and activities to help reduce the frequency of accidents and injuries. See *Emergencies*, for additional information.

To prevent or minimize injuries to employees, coworkers, and students and to protect and conserve district equipment, employees must comply with the following requirements:

- Observe all safety rules.
- Keep work areas clean and orderly at all times.
- Immediately report all accidents to their supervisor.
- Operate only equipment or machines for which they have training and authorization.

While driving on district business, employees are required to abide by all state and local traffic laws. Employees driving on district business are prohibited from texting and using other electronic devices that require both visual and manual attention while the vehicle is in motion. Employees will exercise care and sound judgment on whether to use hands-free technology while the vehicle is in motion.

Employees with questions or concerns relating to safety programs and issues can contact the superintendent at 432-386-4431.

## **Possession of Firearms and Weapons**

*Policies [DH](#), [FNCG](#), [GKA](#)*

Employees, visitors, and students, including those with a license to carry a handgun, are prohibited from bringing firearms, knives, clubs, or other prohibited weapons onto school premises (i.e., building or portion of a building) or any grounds or building where a school-

sponsored activity takes place. A person, including an employee, who holds a license to carry a handgun may transport or store a handgun or other firearm or ammunition in a locked vehicle in a parking lot, garage, or other district provided parking area, provided the handgun or firearm or ammunition is properly stored, and not in plain view. To ensure the safety of all persons, employees who observe or suspect a violation of the district's weapons policy should report it to their supervisor or call 911 immediately.

## **Visitors in the Workplace**

*Policy [GKC](#)*

All visitors are expected to enter any district facility through the main entrance and sign in or report to the building's main office. Authorized visitors will receive directions or be escorted to their destination. Employees who observe an unauthorized individual on the district premises should immediately direct him or her to the building office or contact the administrator in charge.

## **Asbestos Management Plan**

*Policy [CKA](#)*

The district is committed to providing a safe environment for employees. An accredited management planner has developed an asbestos management plan for each school. A copy of the district's management plan is kept in the superintendent's office and is available for inspection during normal business hours.

## **Pest Control Treatment**

*Policies [CLB](#), [DI](#)*

Employees are prohibited from applying any pesticide or herbicide without appropriate training and prior approval of the integrated pest management (IPM) coordinator. Any application of pesticide or herbicide must be done in a manner prescribed by law and the district's integrated pest management program.

Notices of planned pest control treatment will be posted in a district building 48 hours before the treatment begins. Notices are generally located in the staff lounge. In addition, individual employees may request in writing to be notified of pesticide applications. An employee who requests individualized notice will be notified by telephone, written, or electric means. Pest control information sheets are available from campus principals or facility managers upon request.

## **Other Topics**

### **Employee Parking**

MISD has two designated employee parking lots. Parking Lot #1 is located in front of the high school building and Parking Lot #2 is located in front of the elementary school building. For security purposes, all employees need to park their vehicles in one of the two designated parking areas.

### **Gradebook**

Employees are expected to keep their gradebook current on a weekly basis. A gradebook should reflect two grades per week with a total of at least 12 grades per reporting period.

### **Lesson Plans**

Employees are expected to create weekly lesson plans. Lesson plans should be available for viewing by Monday at 8:00 am.

### **Emails**

Employees are expected to check their emails at least twice a day. Emails should be checked at both the beginning and end of the school day. All emails should be responded to in a timely manner.

### **Attendance**

The Official Attendance Taking Time at Marathon ISD is 8:54 A.M., CST. This is the point in time where the campus (all teachers) will take the attendance snapshot used to report attendance at the student level for the entire school year through TSDS PEIMS.

In addition to the Official Attendance Taking Time, secondary teachers must also have their attendance posted during the first ten minutes of every class period.

# General Procedures

## Emergency Weather Closing

The district may close schools because of severe weather, epidemics, or other emergency conditions. When such conditions exist, the Superintendent will make the official decision concerning the closing of the district's facilities. When it becomes necessary to open late, to release students early, or to cancel school, district officials will post a notice on the district's website and notify the following radio and television stations:

CBS - Channel 7

Your Basin - Channel 2

NewsWest 9

## Emergencies

*Policies* [CKC](#), [CKD](#)

All employees should be familiar with the safety procedures for responding to emergencies, including a medical emergency. Employees should locate evacuation diagrams posted in their work areas and be familiar with shelter in place, lockout, and lockdown procedures. Emergency drills will be conducted to familiarize employees and students with safety and evacuation procedures. Each campus is equipped with an automatic external defibrillator. Fire extinguishers are located throughout all district buildings. Employees should know the location of these devices and procedures for their use.

## Purchasing Procedures

*Policy* [CH](#)

All requests for purchases must be submitted through Ascender Purchasing. If approved, a purchase order will be generated for order placement. No purchases, charges, or commitments to buy goods or services for the district can be made without a PO number. The district will not reimburse employees or assume responsibility for purchases made without authorization. Employees are not permitted to purchase supplies or equipment for personal use through the district's business office. Contact the Business Manager for additional information on purchasing procedures.

## **Name and Address Changes**

It is important that employment records be kept up to date. Employees must notify the Superintendent's Secretary/Human Resources office if there are any changes or corrections to their name, home address, contact telephone number, marital status, emergency contact, or beneficiary. The form to process a change in personal information can be obtained from the Superintendent's Secretary/Human Resources office.

## **Personnel Records**

*Policy [DBA](#), [GBA](#)*

Most district records, including personnel records, are public information and must be released upon request. In most cases, an employee's personal e-mail is confidential and may not be released without the employee's permission.

Employees may choose to have the following personal information withheld:

- Address
- Phone number, including personal cell phone number
- Information that reveals whether they have family members
- Personal email address

The choice to not allow public access to this information or change an existing choice may be made at any time by submitting a written request to the Superintendent's Secretary/Human Resources. New or terminated employees have 14 days after hire or termination to submit a request. Otherwise, personal information will be released to the public until a request to withhold the information is submitted or another exception for release of information under law applies. An employee is responsible for notifying the district if he or she is subject to any exception for disclosure of personal or confidential information.

## **Facility Use**

*Policies [DGA](#), [GKD](#)*

Employees who wish to use district facilities after school hours must follow established procedures. The superintendent is responsible for scheduling the use of facilities after school hours. Contact the district front office to request to use school facilities and to obtain information on the fees charged.

# Termination of Employment

## Resignations

Policy [DFE](#)

**Contract Employees.** Contract employees may resign their position without penalty at the end of any school year if written notice is received at least 45 days before the first day of instruction of the following school year. A written notice of resignation should be submitted to the superintendent. Contract employees may resign at any other time only with the approval of the superintendent or the board of trustees. Resignation without consent may result in disciplinary action by the State Board for Educator Certification (SBEC).

The principal is required to notify the superintendent of an educator's resignation following an alleged incident of misconduct for any of the acts listed in *Reports to Texas Education Agency*. The superintendent will notify SBEC when an employee resigns and reasonable evidence exists to indicate that the employee has engaged in the same acts.

**Noncontract Employees.** Noncontract employees may resign their position at any time. A written notice of resignation should be submitted to the superintendent at least two weeks prior to the effective date. Employees are encouraged to include the reasons for leaving in the letter of resignation but are not required to do so.

The principal is required to notify the superintendent of a noncertified employee's resignation or termination within seven business days following an alleged incident of misconduct of abuse of a student, or was involved in a romantic relationship with or solicited or engaged in sexual conduct with a student or minor. The superintendent will notify TEA within seven business days of receiving a report from a principal, or of knowing about an employee's resignation or termination following an alleged incident of misconduct described above.

## Dismissal or Nonrenewal of Contract Employees

Policies [DF Series](#)

Employees on probationary, term, and continuing contracts can be dismissed during the school year according to the procedures outlined in district policies. Employees on probationary or term contracts can be non-renewed at the end of the contract term. Contract employees dismissed during the school year, suspended without pay, or subject to a reduction in force are entitled to receive notice of the recommended action, an explanation of the charges against them, and an opportunity for a hearing. The timelines and procedures to be followed when a suspension, termination, or nonrenewal occurs will be provided when a written notice is given to an employee.

The principal is required to notify the superintendent of an educator's termination within seven business days following an alleged incident of misconduct for any of the acts listed in *Reports to any of the acts listed in Reports to Texas Education Agency*. The superintendent will notify SBEC

when an employee is terminated and there is evidence to indicate that the employee has engaged in such misconduct.

Advance notification requirements do not apply when a contract employee is dismissed for failing to obtain or maintain appropriate certification or when the employee's certification is revoked for misconduct. Information on the timelines and procedures can be found in the DF series policies that are provided to employees or are available online.

## **Dismissal of Noncontract Employees**

*Policy [DCD](#)*

Noncontract employees are employed at will and may be dismissed without notice, a description of the reasons for dismissal, or a hearing. It is unlawful for the district to dismiss any employee for reasons of race, color, religion, gender, national origin, age, disability, military status, genetic information, any other basis protected by law, or in retaliation for the exercise of certain protected legal rights. Noncontract employees who are dismissed have the right to grieve the termination. The dismissed employee must follow the district process outlined in this handbook when pursuing the grievance. (See *Complaints and Grievances*, page 31.)

The principal is required to notify the superintendent of a noncertified employee's resignation or termination within seven business days following an alleged incident of misconduct of abuse of a student, or was involved in a romantic relationship with or solicited or engaged in sexual conduct with a student or minor. The superintendent will notify TEA within seven business days of receiving a report from a principal, or knew about an employee's resignation or termination following an alleged incident of misconduct described above.

## **Discharge of Convicted Employees**

*Policy [DF](#)*

The district shall discharge any employee who has been convicted of or placed on deferred adjudication community supervision for an offense requiring the registration as a sex offender or convicted of a felony under Title 5 Penal Code if the victim was a minor.

If the offense is more than 30 years before the date the person's employment began or the person satisfied all terms of the court order entered on conviction the requirement to discharge does not apply.

## **Exit Interviews and Procedures**

Exit interviews will be scheduled for all employees leaving the district. Information on the continuation of benefits, release of information, and procedures for requesting references will be provided at this time. Separating employees are asked to provide the district with a forwarding address and phone number and complete a questionnaire that provides the district

with feedback on his or her employment experience. All district keys, books, property, including intellectual property, and equipment must be returned upon separation from employment.

## **Reports to Texas Education Agency**

*Policy [DF](#), [DHB](#)*

**Certified Employees.** The resignation or termination of a certified employee must be reported to the Division of Investigations at TEA if there is evidence that the employee was involved in any of the following:

- Any form of sexual or physical abuse of a minor or any other unlawful conduct with a student or a minor
- Soliciting or engaging in sexual contact or a romantic relationship with a student or minor
- The possession, transfer, sale, or distribution of a controlled substance
- The illegal transfer, appropriation, or expenditure of district or school property or funds
- An attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit for the purpose of promotion or additional compensation
- Committing a criminal offense or any part of a criminal offense on district property or at a school-sponsored event

The reporting requirements above are in addition to the superintendent's ongoing duty to notify TEA when a certified employee or an applicant for certification has a reported criminal history or engaged in conduct violating the assessment security procedures established under TEC §39.0301. "Reported criminal history" means any formal criminal justice system charges and dispositions including arrests, detentions, indictments, criminal information, convictions, deferred adjudications, and probations in any state or federal jurisdiction that is obtained by a means other than the Fingerprint-based Applicant Clearinghouse of Texas (FACT).

**Noncertified Employees.** The voluntary or involuntary separation of a noncertified employee from the District must be reported to the Division of Investigations at TEA by the superintendent if there is evidence the employee abused or otherwise committed an unlawful act with a student or minor, was involved in a romantic relationship with a student or minor, or solicited or engaged in sexual contact with a student or minor.

## **Reports Concerning Court-Ordered Withholding**

The district is required to report the termination of employees that are under court order or writ of withholding for child support or spousal maintenance. Notice of the following must be

sent to the support recipient and the court or, in the case of child support, the Texas Attorney General Child Support Division:

- Termination of employment not later than the seventh day after the date of termination
- Employee's last known address
- Name and address of the employee's new employer, if known

## Student Issues

### Equal Educational Opportunities

*Policies [FB](#), [FFH](#)*

In an effort to promote nondiscrimination and as required by law, Marathon ISD does not discriminate on the basis of race, color, religion, national origin, age, sex, or disability in providing education services, activities, and programs, including Career and Technical Education (CTE) programs, in accordance with Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Educational Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

Questions or concerns about discrimination of students based on any of the reasons listed above should be directed to the superintendent.

### Student Records

*Policy [FL](#)*

Student records are confidential and are protected from unauthorized inspection or use. Employees should take precautions to maintain the confidentiality of all student records. The following people are the only people who have general access to a student's records:

- Parents: Married, separated, or divorced unless parental rights have been legally terminated and the school has been given a copy of the court order terminating parental rights
- The student: The rights of parents transfer to a student who turns 18 or is enrolled in an institution of post-secondary education. A district is not prohibited from granting the student access to the student's records before this time.
- School officials with legitimate educational interests

The student handbook provides parents and students with detailed information on student records. Parents or students who want to review student records should be directed to the superintendent for assistance.

## **Parent and Student Complaints**

*Policy [FNG](#)*

In an effort to hear and resolve parent and student complaints in a timely manner and at the lowest administrative level possible, the board has adopted orderly processes for handling complaints on different issues. Any campus office or the superintendent's office can provide parents and students with information on filing a complaint.

Parents are encouraged to discuss problems or complaints with the teacher or the appropriate administrator at any time. Parents and students with complaints that cannot be resolved to their satisfaction should be directed to the campus principal. The formal complaint process provides parents and students with an opportunity to be heard up to the highest level of management if they are dissatisfied with a principal's response.

## **Administering Medication to Students**

*Policy [FFAC](#)*

Only designated employees may administer prescription medication, nonprescription medication, and herbal or dietary supplements to students. Exceptions apply to the self-administration of asthma medication, medication for anaphylaxis (e.g., EpiPen<sup>®</sup>), and medication for diabetes management, if the medication is self-administered in accordance with district policy and procedures. A student who must take any other medication during the school day must bring a written request from his or her parent and the medicine in its original, properly labeled container. Contact the principal or school nurse for information on procedures that must be followed when administering medication to students.

## **Dietary Supplements**

*Policies [DH](#), [FFAC](#)*

District employees are prohibited by state law from knowingly selling, marketing, or distributing a dietary supplement that contains performance-enhancing compounds to a student with whom the employee has contact as part of his or her school district duties. In addition, employees may not knowingly endorse or suggest the ingestion, intranasal application, or inhalation of a performance-enhancing dietary supplement to any student.

## **Psychotropic Drugs**

*Policy [FFAC](#)*

A psychotropic drug is a substance used in the diagnosis, treatment, or prevention of a disease or as a component of a medication. It is intended to have an altering effect on perception, emotion, or behavior and is commonly described as a mood- or behavior-altering substance.

District employees are prohibited by state law from doing the following:

- Recommending that a student use a psychotropic drug
- Suggesting a particular diagnosis
- Excluding from class or school-related activity a student whose parent refuses to consent to a psychiatric evaluation or to authorize the administration of a psychotropic drug to a student

## **Student Conduct and Discipline**

*Policies in the [FN series](#) and [FO series](#)*

Students are expected to follow the classroom rules, campus rules, and rules listed in the Student Handbook and Student Code of Conduct. Teachers and administrators are responsible for taking disciplinary action based on a range of discipline management strategies that have been adopted by the district. Other employees that have concerns about a particular student's conduct should contact the classroom teacher or campus principal.

## **Student Attendance**

*Policy [FEB](#)*

Teachers and staff should be familiar with the district's policies and procedures for attendance accounting. These procedures require minor students to have parental consent before they are allowed to leave campus. When absent from school, the student upon returning to school, must provide a note from a physician or parent. These requirements are addressed in campus training and in the student handbook. Contact the campus principal for additional information.

## **Bullying**

*Policy [FFI](#)*

Bullying is defined by §TEC 37.0832. All employees are required to report student complaints of bullying, including cyberbullying, to the principal or superintendent. The district's policy includes definitions and procedures for reporting and investigating bullying of students and is available on the following link: *Policy [FFI](#)*

## **Hazing**

*Policy [FNCC](#)*

Students must have prior approval from the principal or designee for any type of "initiation rites" of a school club or organization. While most initiation rites are permissible, engaging in or

permitting “hazing” is a criminal offense. Any teacher, administrator, or employee who observes a student engaged in any form of hazing, who has reason to know or suspect that a student intends to engage in hazing, or has engaged in hazing must report that fact or suspicion to the designated campus administrator.

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**MEMORANDUM OF UNDERSTANDING (MOU)**  
**between**  
**MARATHON INDEPENDENT SCHOOL DISTRICT**  
**and**  
**MARATHON PRIMARY CARE SERVICES, LLC**

This is an agreement between Marathon ISD, 109 N. 5<sup>th</sup> Street, Marathon, TX 79842 and the Marathon Primary Care Services, LLC, 100 SW First Street, Marathon, TX 79842.

**I. PURPOSE & SCOPE**

The purpose of this MOU is to identify the roles and responsibilities of each party as they relate to providing professional opportunities for Marathon ISD students to receive services through Telemedicine through the Texas Tech University Health Science Center at El Paso partner at the Marathon Primary Care Services, LLC facilities.

**II. BACKGROUND**

Marathon ISD Students are eligible to receive free professional counseling through Texas Tech Health Science Center, El Paso telemedicine. This is funded by the state of Texas through Texas Tech University Health Science Center at El Paso in response to the rising mental needs among children in Texas due to COVID-19 and/or other challenges beyond their control.

**III. RELATIONSHIP OF PARTIES**

Under this Memorandum of Understanding, the relationship of Marathon ISD and Marathon Primary Care Services, LLC is that of mutual agreement, and not to be construed as employee/employer or subcontractor.

**IV. AUTHORITY FOR MEMORANDUM OF UNDERSTANDING**

All parties enter this Memorandum of Understanding pursuant to the authority of the interlocal Cooperation Act, Texas Gov't Code chapter 791.

**V. MARATHON ISD RESPONSIBILITIES UNDER THIS MOU**

Marathon ISD shall undertake the following activities:

- Provide a CPU with a monitor for our student to be able to use the telemedicine services
- Provide a comfortable sofa for our students and their parent (if deemed necessary) to be comfortable.
- Refer students and/or parents (of younger students) to receive services.
- Obtain parental consent to receive services
- Call our Texas Tech University Health Science Center at El Paso partner to make an appointment for the free consultation.
- Inform the Marathon Primary Care Services, LLC through a mutually agreed upon method of the need for the use of the designated office.
- Document the receipt of the CPU, monitor, and sofa at a mutually agreed upon end of the program.

**VI. MARATHON Primary Care Services, LLC RESPONSIBILITIES UNDER THIS MOU**

Marathon Primary Care Services, LLC shall undertake the following activities:

- Reserve the designated office area for services to take place for MISD Students. For other times not reserved by MISD, the room and equipment will be made available to the Marathon Community.
- Provide students/family with a way to enter the building and the designated office

**VII. FUNDING**

This MOU does not include payment of funds between the two parties.

**VIII. MISCELLANEOUS TERMS**

- Either party may request changes to this MOU. Any changes or amendments to this MOU will be incorporated by a separate writing signed by authorized representatives of the parties.
- Either party can terminate this MOU after 30 days written notice to the other party of the intention to do so, without penalties, liabilities, or obligations under the MOU.

**MARATHON CLINIC**

By \_\_\_\_\_

Name: Marci Roberts

Title: Marathon Primary Care Services, LLC Board President

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

**MARATHON INDEPENDENT SCHOOL DISTRICT**

By \_\_\_\_\_

Name: Judy Briones

Title: Marathon ISD Board President

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



Victoria Sanchez <vsanchez@marathonisd.net>

---

## 2019-2020 Marathon ISD MES Roof Replacement

---

patricia@advantageusaa.com <patricia@advantageusaa.com>

Tue, Aug 23, 2022 at 2:32 PM

To: Victoria Sanchez <vsanchez@marathonisd.net>

Cc: "lynda@advantageusaa.com" <lynda@advantageusaa.com>, Victor Escobedo <vue0219@advantageusaa.com>, Carlos DeLeon <carlos@advantageusaa.com>, "marco@advantageusaa.com" <marco@advantageusaa.com>

Good Afternoon Ms. Sanchez,

Marco met with Ruben (maintance/custodian) yesterday and inspected the area that was leaking, when he water tested the roof there were no leaks, when he water tested the ductwork it started leaking. Please see attached videos.

Since it's the duct work that's leaking and not part of the roof system, that is not covered in our warranty.


If you have any more questions please feel free to give me a call.


Thank you and have a great day!

[Quoted text hidden]

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### 2 attachments

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5269K

 **IMG\_2085.MOV**  
7298K

# 2022 Brewster County Multi-Hazard Mitigation Action Plan



To be adopted in 2022 by

Brewster County, TX

City of Alpine, TX

San Vicente ISD

Marathon ISD

Terlingua ISD

Alpine ISD

Prepared by

Rio Grande Council of Governments

8037 Lockheed Drive, Suite 100

El Paso, TX 79925

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## **1. Introduction**

Facilitated by the Rio Grande Council of Governments (RGCOG), residents of Brewster County, the City of Alpine, San Vicente ISD, Marathon ISD, Terlingua ISD and Alpine ISD worked with representatives of neighboring jurisdictions to update this Hazard Mitigation Plan.

This section explains the purpose of hazard mitigation, the intent of the plan, and the Federal regulations that guide the content of the plan. This section also defines the planning area and describes the organization of the plan.

### **1.1 Purpose of Hazard Mitigation**

Hazard mitigation reduces or eliminates the potential for damage to property or for injury or loss of life due to a hazard. The benefits of mitigating the potential impacts of hazards include making an area more sustainable and less vulnerable to damage, facilitating recovery and redevelopment following occurrence of a natural hazard, and establishing eligibility for Hazard Mitigation Assistance funding.

### **1.2 Intent of the Plan**

The intent of the plan is to recommend cost-effective and appropriate actions that will permanently reduce the potential for loss. Hazard mitigation planning requires coordination and collaboration among multiple agencies, organizations, and local jurisdictions.

Furthermore, the intent of the plan is to update the previous hazard mitigation action plan that was adopted by Brewster County and the City of Alpine in 2015. The RGCOG began the development of the previous hazard mitigation plan for the Brewster County region in 2004. The RGCOG began the process of developing this updated hazard mitigation plan in 2020. Figure 1 shows the location of the counties that belong to the RGCOG.



Figure 1: Location of RGCOC Counties

### 1.3 Authority

The plan will be adopted by Brewster County, City of Alpine, Alpine ISD, Marathon ISD, Terlingua ISD and San Vicente ISD prior to implementation and after FEMA Region VI indicates that the plan is approvable. An approvable plan complies with the requirements of Title 44 of the Code of Federal Regulations Section 201.6.

## 1.4 The Planning Area

This multi-hazard plan is for Brewster County, City of Alpine, San Vicente ISD, Marathon ISD, Terlingua CSD and Alpine ISD. Figure 2 shows the location of Alpine, Big Bend National Park, and U.S. Highway 90 in the planning area. Brewster County is located in the western part of the U.S. in the state of Texas. As of the 2020 census, the population was 9,203.<sup>[1]</sup> Its county seat and only city is Alpine.<sup>[2]</sup> The county is named for Colonel Henry Percy Brewster, a Secretary of War for the Republic of Texas. Brewster County is the largest county by area in the state of Texas at 6,183.73 square miles (16,015.79 km<sup>2</sup>) it is one of the nine counties that comprise the Trans-Pecos region of West Texas, and borders Mexico. The median household income (2020) was \$47,080. The Median value of owned-occupied house units (2015-2019) is \$151,400.

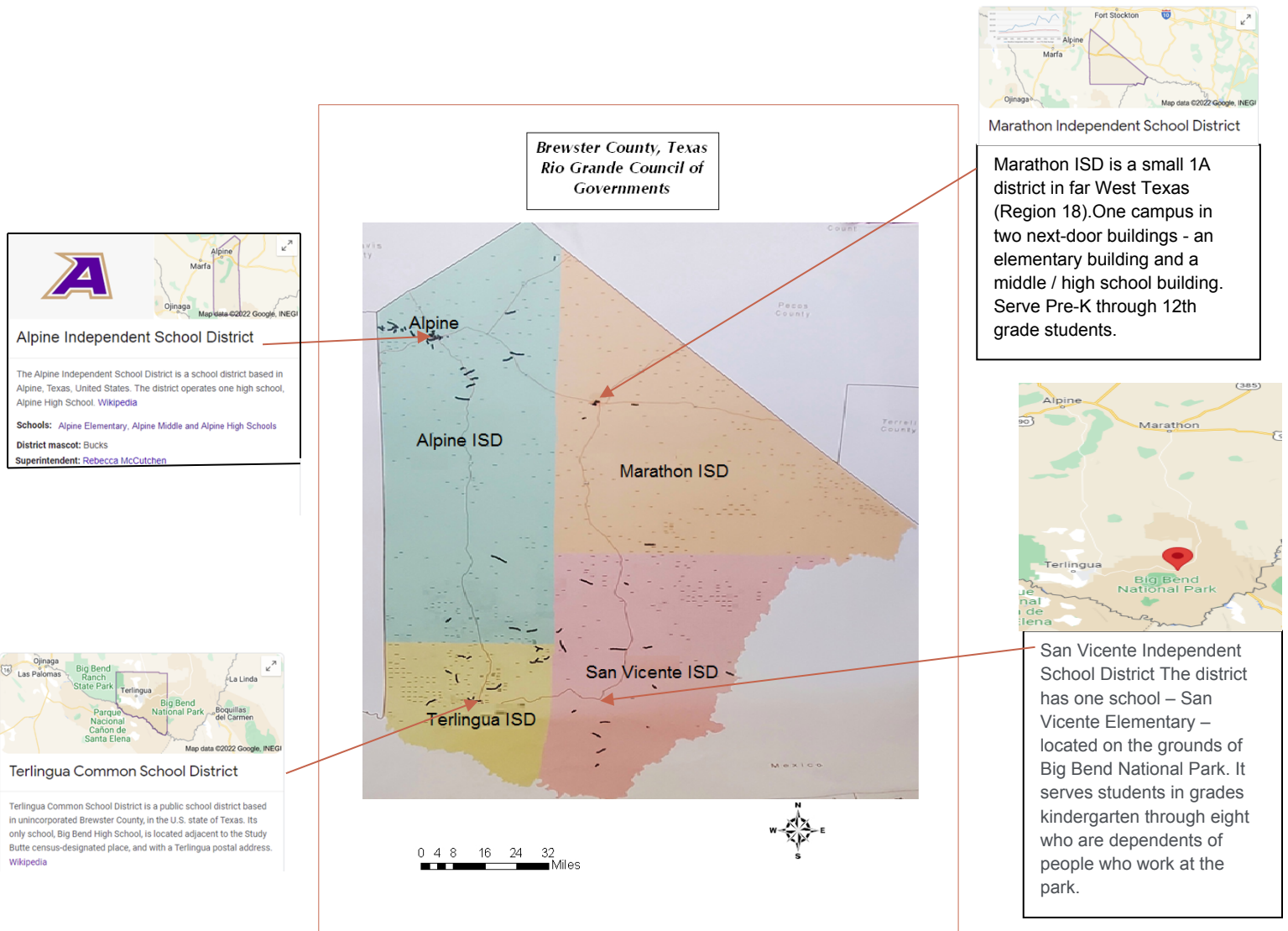


Figure 2: Brewster County map

## 1.5 Organization of the Plan

The Brewster County Hazard Mitigation Plan Update, referred to as the “plan,” has eight major sections.

**Section 1** introduces hazard mitigation planning and this updated plan.

**Section 2** summarizes the planning process followed to develop the previous plan, which was adopted in 2015, and provides details about the process implemented to develop this plan. This information will facilitate the process the next time the plan is updated.

**Section 3** identifies the natural hazards that can occur in the planning area and profiles or describes the characteristics of each hazard as a first step in analyzing risk. This information is used to develop an understanding of how natural hazards can lead to damage in the planning area.

**Section 4** summarizes community capabilities and resources that may facilitate the implementation of hazard mitigation actions. This information is important for identifying mitigation actions that are appropriate for each participating jurisdiction.

**Section 5** describes a systematic assessment of risk and concludes with short descriptions of potential problems. This information is important for developing mitigation actions that respond to precise threats or vulnerabilities in the planning area.

**Section 6** presents specific recommendations for solving the identified problems through a variety of mitigation actions. Recommendations include strategies for maintaining the plan so that it remains scientifically accurate and relevant to participating jurisdictions. After the plan is adopted, responsible parties will implement the mitigation actions.

**Section 7** lists sources of information consulted for the development of this plan update. This information will be particularly helpful when the plan is next updated.

**Section 8** includes copies of documents prepared for and used during the plan update process and, after the plan is adopted by participating jurisdictions, it will also include copies of the resolutions of adoption.

## 2. The Planning Process

This section provides details of the planning process for development of both the previous plan, which was adopted in 2015, and this updated plan, which was developed from 2020 to 2022. The two planning processes were substantially similar, with the addition of a 3 hazards and an online public survey in 2021.

### 2.1 2012-2013 Planning Process Summary

The previous plan update process began in 2012 with the re-establishment of the planning team. RGCOG telephoned leaders of each jurisdiction that adopted the previous plan and requested they assign a representative to the planning team. The RGCOG staff telephoned representatives of

neighboring jurisdictions, universities, Fort Bliss Army Base, and Texas state agencies to invite them to be part of the planning team.

### 2.1.1 2012-2013 Planning team

The RGCOG scheduled an initial Planning Team meeting on October 18, 2012. Planning team participants are listed in Table 2, which also briefly notes how individuals contributed throughout the plan development process.

**Table 1: 2013 Plan Update Team**

Jurisdiction/ Agency Represented	Planning Team Participant for 2013 Plan Update	Contributions
Brewster County	Judge Val C. Beard, Brewster County  Ms. Betse Esparza, Deputy Emergency Management Coordinator  Mr. Conrad Arreola, Brewster County Groundwater Conservation District  Mr. Jerry Castellano, Tri-County Juvenile Probation	Replied to November 2012 survey; Participated in December 2012 meeting; Reviewed draft plan
City of Alpine	Mr. Jesus (Chuy) Garcia, Alpine City Manager  Ms. Shanna Spencer Sullivan, Children’s Advocacy Center of the Big Bend  Ms. Sara Stropoli, Executive Director, Family Crisis Center of the Big Bend	Participated in December 2012 meeting; Provided data for plan; Reviewed draft plan
RGCOG	Ms. Marisa Quintanilla, Regional Services Director	Managed the plan updated process; Facilitated public participatory process; Reviewed draft plan
RGCOG	Ms. Catherine Crumpton, RGCOG	Created maps; Provided data for risk assessment
Texas Department of Emergency Management	Mr. Martin Widtfeldt  Mr. Ray Resendez	Participated in October 2012 meeting; Participated in December 2012 meeting; Reviewed draft plan

### 2.1.2 2012-2013 Stakeholder and Public Involvement

Public involvement was encouraged through the plan development process. Information about hazard mitigation was updated regularly on the RGCOG Web site ([www.riocog.org](http://www.riocog.org)). Planning Team meetings were announced in the local newspaper and posted in county office buildings and were open to the public. All residents of Brewster County and the City of Alpine were invited to offer comments on the draft plan. A final public comment period was held prior to plan adoption.

### **2.1.3 2012-2013 Technical Assistance**

RGCOG contracted with URS Corporation to provide technical assistance throughout the process of updating the hazard mitigation plan.

### **2.1.4 2012-2013 Participation of Neighboring Jurisdictions**

The multi-jurisdictional nature of the planning process ensured the involvement of neighboring jurisdictions, including Hudspeth, Culberson, El Paso, Jeff Davis, and Presidio Counties. With RGCOG leadership.

### **2.1.5 2012-2013 Plan Adoption**

The previous plan was submitted to the Texas Division of Emergency Management for initial review in July 2004. The plan was revised as required by the State and by FEMA Region VI, and approved in July 2014. The Brewster County plan was adopted in early 2015.

## **2.2 2020-2022 Planning Process Summary**

The plan update process began in 2020 with the re-establishment of the Planning Team. RGCOG contacted leaders of each jurisdiction that adopted the previous plan and requested that they assign representatives to the Planning Team.

### **2.2.1 2020-2022 Planning Team**

The RGCOG scheduled an initial Planning Team meeting on October 28, 2020. Planning Team participants are listed in Table 2, which also briefly notes how individuals contributed throughout the plan development process.

**Table 2: 2022 Plan Update Team**

<b>Jurisdiction</b>	<b>Name</b>	<b>Position</b>	<b>Contribution</b>
Alpine	Mike Scudder	Fire Chief	Replied to 2021 survey; Reviewed draft plan
Brewster County	Stephanie Elmore	EMC	Replied to 2021 survey; Participated 2021 meetings; Reviewed draft plan
Brewster County	Judge Eleazar Cano	County Judge	Participated in 2021 meetings; Provided data for plan; Reviewed draft plan
Brewster County	Julie Morton	County Treasurer	Participated in 2021 meetings; Provided data for plan;

			Reviewed draft plan
Brewster County	Maria Adams	Asst. Treasurer	Participated in 2021 meetings; Provided data for plan; Reviewed draft plan
Brewster County	Ronny Dodson	Sheriff	Reviewed draft plan
Brewster County	Ryan Shelton	Chief	Participated in 2021 meetings; Provided data for plan; Reviewed draft plan
City of Alpine	David Hale	Building Official	Participated in 2021 meetings; Provided data for plan; Reviewed draft plan
Alpine ISD	Rebecca Nell McCutchen	Superintendent	Provided data for plan; Reviewed draft plan
City of Alpine	Marci Tuck	Grant Writer	Participated in 2021 meetings; Provided data for plan; Reviewed draft plan
City of Alpine	Megan Antrim	Interim City Manager	Participated in 2021 meetings; Provided data for plan; Reviewed draft plan
City of Alpine	Robert Martin	Police Chief	Participated in 2021 meetings; Provided data for plan; Reviewed draft plan
City of Alpine	Scott Perry	Utilities Director	Participated in 2021 meetings; Provided data for plan; Reviewed draft plan
Marathon	Brad Wilson	Fire Chief	Participated in 2021 meetings; Provided data for plan; Reviewed draft plan
Terlingua ISD	Regan Thomas Reed	Superintendent	Provided data for plan; Reviewed draft plan
RGCOG	Ray Resendez	Hazard Mitigation Coordinator	Overall Project Management, Contributed data, Reviewed draft plan
San Vicente ISD	Jessica R. Milam	Superintendent	Provided data for plan; Reviewed draft plan
Terlingua	Marcus Smith	Fire Chief	Participated in 2021 meetings; Provided data for plan; Reviewed draft plan
Terlingua ISD	Peter Homer Price	Superintendent	Provided data for plan; Reviewed draft plan
State of Texas	Al Talavera	District Coordinator	Participated in 2021 meetings; Provided data for plan; Reviewed draft plan
Brewster County Groundwater Conservation District	Summer Webb	General Manager	Participated in 2021 meetings; Provided data for plan; Reviewed draft plan

## 2.2.2 2020–2022 Stakeholder and Public Involvement

Stakeholder and public involvement is critical for a planning process. Stakeholders and the public provide valuable information about hazards and potential losses. These entities must evaluate proposed actions because implementation requires the dedication of community resources, including time and money.

RGCOG has a great deal of experience in scheduling and conducting public meetings throughout the six counties in Far West Texas. Established procedures for announcing and holding meetings have been very effective in obtaining participation of representatives, which included elected and appointed officials from Brewster County, the City of Alpine, San Vicente ISD, Marathon ISD, Terlingua ISD, Alpine ISD and the public at meetings. Therefore, no changes were made from the 2015 Stakeholder and Public Involvement processes established which were: 1) Planning Team meetings were announced in the local newspaper, and 2) posted in county office buildings, and 3) were open to the public. Lastly, all residents of Brewster County and the City of Alpine, were invited to offer comments on the draft plan. A final public comment period was held prior to plan adoption. The only addition to the process used to involve stakeholders and the public to update the plan was the addition of an online public survey. The currently used planning process used derived from the *“Mitigation Planning How-To Guide #2 (FEMA 386-2)”* and *“Local Mitigation Planning Handbook March, 2013 (FEMA).”*

### October 28, 2020 Planning Team Meeting- (Virtual)

RGCOG staff hosted an initial meeting for the Hazard Mitigation Plan update. Due to COVID 19 restrictions, the meeting was conducted virtually using the GOTOMEETING platform. The meeting was combined with a first responders meeting from all six counties in the RGCOG’s area. Representatives from four of the six counties attended to included Brewster County’s, Emergency Management Coordinator, responsible for mitigation plan updates. The meeting included discussion on the 2020 Threat and hazard Identification (THIRA) and risk assessment plan review, the 2020 Stakeholder Preparedness Review (SPR) plan review. The group received a presentation on the overview of the Hazard Mitigation planning process. The presentation provided direction in building the planning teams and organizing the requirements of updating the hazard mitigation plan.

### May 6, 2021 Virtual meeting-(Virtual)

On May 6, 2021 RGCOG staff facilitated the for Brewster County, City of Alpine, San Vicente ISD, Marathon ISD, Terlingua ISD and Alpine ISD Hazard Mitigation Planning Team meeting. The meeting was conducted virtually using Go to Meeting due to COVID 19 restrictions. The meeting had participation from city, county and state stakeholders. The agenda included an overview of the plan update process. The planning team’s responsibilities and discussed suggestions on getting public input.

### July 7, 2021 Public Meeting – Alpine, Texas

On July 7, 2021 RGCOG staff facilitated a meeting in the city of Alpine open to the public to get public input from the county. In the meeting we reviewed the Hazard Mitigation Plan update process, discussed and sought agreement on designated hazards, discuss the status of updating building codes, Identify technical resources, confirm critical facilities, review previous mitigation Action plans, and create new mitigation action strategies. Seven people participated and provided valuable information towards updating the plan.

### November 3, 2021 Public Meeting – Alpine, Texas

On November 3, 2021 RGCOG staff facilitated a meeting in Alpine open to the public to get public input from the county. In the meeting we reviewed the Hazard Mitigation Plan update process, Identify technical resources, confirm critical facilities, review previous mitigation Action plans, and create new mitigation action strategies. Nine people participated and provided valuable information towards updating the plan

### 2021 Community Survey

In May 2021, RGCOG sent a request to representatives of each participating jurisdiction to reply to an online survey about the nature of hazards in the five county region to include Brewster County and the city of Alpine. The City of Alpine mailed 2,800 postcards throughout the county in an effort to promote participation of the survey. A sample of the individualized e-mail message sent to a representative of each participating jurisdiction inviting a response to the survey is displayed in Section 8.1.2. The pages of the survey are also displayed in Section 8.1.2. Responses to the survey were received from:

Section 8.1.3 displays:

- Method for inviting participants to these meetings
  - o Local officials through e- mail, telephone calls, and signs posted in public places (local municipal office building and County office) and social media issued invitations to each meeting to the public. The planning process did not account for invitations beyond those that originated with the RGCOG.
- Public announcement of the meetings on RGCOG web site, e-mails, social media and the State of Texas Secretary of State’s Texas Registry
- Meeting agendas
- Copy of sign-in sheet for the meetings

### **2.2.3 2020-2022 Technical Assistance**

RGCOG provide technical assistance throughout the process of updating the hazard mitigation plan.

### **2.2.4 2020-2022 Participation of Neighboring Jurisdictions**

The plan was developed and facilitated by RGCOG. Plans were developed simultaneously for five counties in the RGCOG area and their 6 incorporated jurisdictions and 12 independent school districts.

Stakeholders including local officials, residents, and business owners from all five counties were invited to each Planning Team meeting during the plan development process to share information about hazards and suggestions for mitigation. Each Planning Team meetings were posted, included within this plan are the posting through newspaper, website, and/or Texas Secretary of State. All Planning Team meetings were open to the public; meeting notices were posted on the Texas Secretary of State Web site in accordance with RGCOG practice.

Participation of representatives from the Far West Texas region ensured that the Brewster County hazard mitigation plans would be consistent with another counties and that information about hazards experienced in one county could inform the understanding of the characteristics of that hazard in neighboring counties. Similarly, the multi-county collaboration allowed representatives to learn from one another about opportunities for and challenges encountered in implementing mitigation actions.

### **2.2.5 Existing Information**

Existing plans, studies, reports, and technical information were consulted early in the planning process to identify any changes in development that have occurred in the planning area since the previous plan was developed and to gather better information about hazards that have occurred in the area. As appropriate, information gleaned from existing documents was incorporated into the plan and used in the Risk Assessment. No major changes in density of development or locations of development were identified for Brewster County, the City of Alpine, Alpine ISD, Marathon ISD, San Vicente ISD and Terlingua ISD since the previous mitigation plan was written that affect vulnerability to the effects of identified hazards.

The RGCOG and Planning Team identified some documents that had been developed in the past years. Plan developers reviewed the documents and searched the Internet for other relevant reports and articles. Plan developers from RGCOG reviewed the documents by reading them and noting information relevant to the planning area. In general, existing documents provided some information about the planning area, but did not provide details about previous occurrences of hazards or ongoing hazard mitigation programs. Section 7 contains a detailed list of references consulted for the development of this updated plan. Of particular relevance to the plan and key sources of information incorporated into the assessment of risk are:

#### City of Alpine Ordinances

- Among other topics, ordinances address permit processes for new development and redevelopment and fire safety.

#### Big Bend National Park

- U.S. Forest Service Web site provides emergency preparedness information

#### National Climactic Data Center (NCDC) (2020)

- The database provides information about previous occurrences of storms and associated fatalities, injuries, property damages, and crop losses
- The number of collection points for NCDC data is limited in Brewster County; thus NCDC data are incomplete

#### RGCOG

- Comprehensive Economic Development Strategy for the West Texas Economic Development District (2021-2025)

#### Spatial Hazard Events and Losses Database for the United States (SHELDUS) (2021)

- The database includes information about previous occurrences of storms and associated fatalities, injuries, property damages, and crop losses

#### Texas Division of Emergency Management Hazard Mitigation Plan (2018)

- The State plan provides an overview of hazards that can affect the area

Texas Education Code chapter 37, Sec. 37.108. MULTHAZARD EMERGENCY OPERATIONS PLAN; SAFETY AND SECURITY AUDIT. (a) Each school district or public junior college district shall adopt and implement a multi-hazard emergency operations plan for use in the district's facilities. The plan must address prevention, mitigation, preparedness, response, and recovery as defined by the Texas School Safety Center in conjunction with the governor's office of homeland security and the commissioner of education or commissioner of higher education, as applicable.

Both Brewster County and the City of Alpine participate in the National Flood Insurance Program (NFIP). The County has a court order and the city an ordinance that governs development in FEMA identified Special Flood Hazard Areas, is enforced by local officials, and that meets NFIP requirements.

### **2.2.6 2022 Plan Adoption**

When FEMA Region VI and the Hazard Mitigation Officer for the State of Texas indicate to the RGCOG that the plan meets all Federal planning regulations and is approvable, the plan will be submitted according to established practices to Brewster County, the City of Alpine, Alpine ISD, Marathon ISD, San Vicente ISD and Terlingua ISD elected officials for adoption. They will be given 30 days in order to allow and receive public input from their citizens prior to plan approval. Copies of resolutions of adoption will be included in Section 8.2.

### 3 Hazard Identification

In this section of the plan, hazards that can occur in the County are identified and described. For each hazard type, the plan describes the locations that can be affected, the potential severity, and previous occurrences of the hazard in the County. This information is used to estimate the probability of an occurrence of the hazard in any given year. The plan describes the impact of each hazard, and reviews changes in development that have occurred over the past few years as well as mitigation accomplishments that may have changed the impact of the hazard. For each hazard, a brief description is also included about how future development will be at risk of damage.

FEMA reports there have been 11 Disaster Declarations for Brewster County from 1953 to present.

- 5 fire
- 3 Hurricane
- 2 Biological
- 1 Severe Storm

#### 3.1 Hazards

With minimal development throughout the county there are no significant changes to the levels of vulnerability.

Identification of hazards began by reviewing the hazards listed in the previous plan; this led to the addition of two hazards:

1. **Hurricane or Tropical Storm**, In the previous plan the RGCOG and the Planning Team determined it was not useful to identify the weather phenomenon Hurricane/Tropical Storm as a separate hazard because damage associated from hurricanes or tropical storms such as flooding from rain, high winds, tornadoes, or hail, could be classified under other listed hazards identified in the plan. But as indicated a by the FEMA historical data showing 3 disaster declarations in which hurricanes affected Brewster county the team agreed to list Hurricanes/Tropical Storms as a separate hazard.
2. **Disease**, The risk of a global influenza pandemic has increased over the last several years. This disease is capable of claiming thousands of lives and adversely affecting critical infrastructure and key resources. Pandemic has the ability to reduce the health, safety, and welfare of the essential services workforce. This hazard has been added due to the current COVID 19 outbreak and will include community mitigation aims to slow the spread of a novel virus in our community.

## 3.2 Hazard Profiles

### 3.2.1 Methodology

Five sources of data were used to profile each hazard.

1. The **National Climactic Data Center** (NCDC) information, which was used in the previous plan to examine flood or flash flood, hail, wind, and tornado, was updated using the October 2021 NCDC data.
2. The most recent version of the **Spatial Hazard Events and Losses Database for the United States** (SHELDUS) was used to update information about other hazards. SHELDUS data cover the period 1960 to 2021.
3. The **FEMA Disaster Declarations database** was consulted.
4. The Planning Team, local officials and general public through the Monkey survey and resources published on the Internet provided further information about hazards
5. Resources published on the **Internet** provided further information about hazards.

The plan discusses the six different characteristics of each identified hazard listed in Figure 3.

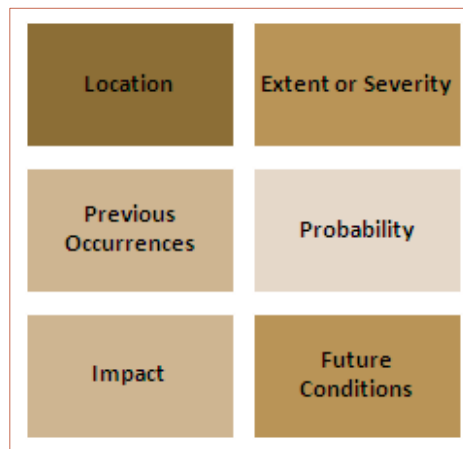


Figure 3: Characteristics of Each Hazard Addressed in the Plan

### 3.2.2 Flooding/Flash Flooding

Flooding Description: **Flooding**, the inundation of normally dry land caused by an increase in the water level in an established water course such as a river, stream, or drainage ditch, or by water ponding.

## Location

Flooding or flash flooding does not affect the entire County in a similar manner. The potential for flooding exists in low-lying parts of the County particularly in the Big Bend National Park and the southern boundary of the County along the Rio Grande. The County also floods along arroyos, which are generally dry but carry water, sometimes a great deal of fast-moving water, during heavy rains. Of particular concern are Musquiz Creek, Terlingua Creek, and Alpine Creek.

The Federal Emergency Management Agency (FEMA) produces maps for the National Flood Insurance Program (NFIP) that designate locations with at least a 1-percent chance of flooding in any given year. These maps are called Flood Insurance Rate maps (FIRMs). Maps for Brewster County were developed in 1985 and one map was revised in 1991; maps for the City of Alpine are dated 1990.

## Extent

The magnitude or severity of flooding varies across the County. Low-lying areas can experience slow-moving water or ponding, whereas steep slopes can have fast-moving flood waters carrying mud or rocks.

There is scientific evidence prepared by the Strategic Foresight Initiative, a collaborative effort of the emergency management community facilitated by FEMA, suggesting that heavier than previously experienced precipitation is likely in the future; this would lead to more severe floods in the planning area (FEMA, 2021).

In some locations, flood depths with a 1-percent chance of occurring in any given year have been estimated by engineering models; this is called the Base Flood Elevation (BFE). The BFE is provided on some FIRMs. The BFE is given in feet above sea level. Where the BFE has been calculated, it is anticipated that the probability of the level of flooding reaching or exceeding the BFE is 1 percent in any given year; however, flooding at levels below the BFE can still be damaging.

In the City of Alpine, BFEs have been estimated using engineering models. In other flood-prone areas, floodplains are designated as Zone A or Zone C on FIRMs.

The FIRMs for Brewster County and Alpine include some estimates of the BFE showing that in area, which is at a relatively high elevation, BFEs are around 4,444 feet. Anecdotal evidence indicates that the depth of water due to flooding varies from one inch to about two feet.

FIRMs use letters to designate the extent of flooding; Table 3 summarizes the letter designations used on FIRMs for the County.

**Table 3: Floodplains in Brewster County**

Zone	Extent	Illustration
A	The base floodplain mapped by approximate methods; BFE is not determined	
AE	The base floodplain where base flood elevations have been estimated in feet above sea level.	

Zone	Extent	Illustration
C	Area of minimal flood hazard where ponding and local drainage problems may occur	<p>The illustration is a portion of a Flood Insurance Rate Map (FIRM) for Brewster County, Texas. It shows a network of waterways, including 'Creek' and 'Point'. Two flood zones are identified: 'ZONE C' and 'ZONE A'. 'ZONE C' is a large area with a light stippled pattern, while 'ZONE A' is a smaller area with a denser stippled pattern. To the right of the map is a title block containing the following information:</p> <ul style="list-style-type: none"> <li>NATIONAL FLOOD INSURANCE PROGRAM</li> <li><b>FIRM</b></li> <li>FLOOD INSURANCE RATE MAP</li> <li>BREWSTER COUNTY, TEXAS</li> <li>UNINCORPORATED AREA</li> <li>PANEL 1025 OF 1625</li> <li>LET MAP BEAR - FURTHER NOT PRINTED</li> <li>COMMUNITY PANEL NUMBER 48004-1025-0</li> <li>EFFECTIVE DATE: OCTOBER 15, 1985</li> <li>Federal Emergency Management Agency</li> </ul> <p>Below the title block is a disclaimer: 'This is an official copy of a portion of the above referenced flood map. It may not reflect changes in land elevation. This map does not reflect changes or amendments which may have been made subsequent to the date on the Map Sheet. For the latest product information about National Flood Insurance...'</p>

## Previous Occurrences

Table 4 lists 22 previous occurrences of flooding and flash flooding in the County (SHELDUS, 2021).

**Table 4: Previous Floods or Flash Floods in Brewster County**

State	County	Hazard	Date	Property Damage
TEXAS	Brewster	Flooding	10/4/1969	\$211,842.90
TEXAS	Brewster	Flooding	8/11/1971	\$66,655.17
TEXAS	Brewster	Flooding - Hail - Wind	6/1/1978	\$1,987.38
TEXAS	Brewster	Flooding	9/8/1980	\$436,816.48
TEXAS	Brewster	Flooding	10/9/1985	\$4,817.00
TEXAS	Brewster	Flooding	9/3/1986	\$1,182,274.09
TEXAS	Brewster	Flooding	10/1/1990	\$1,982,819.29
TEXAS	Brewster	Flooding	7/29/1990	\$99.14
TEXAS	Brewster	Flooding	8/1/1990	\$4,957.05
TEXAS	Brewster	Flooding	9/21/1990	\$49.57
TEXAS	Brewster	Flooding	7/10/1992	\$92.36
TEXAS	Brewster	Flooding	7/28/1997	\$16,146.70
TEXAS	Brewster	Flooding	8/20/2002	\$43,216.42
TEXAS	Brewster	Flooding	4/27/2003	\$28,168.97
TEXAS	Brewster	Flooding	7/28/2004	\$13,719.14
TEXAS	Brewster	Flooding	8/14/2004	\$68,595.68
TEXAS	Brewster	Flooding	7/27/2005	\$1,326.96
TEXAS	Brewster	Flooding	9/9/2008	\$16,851,426.77
TEXAS	Brewster	Flooding	7/27/2012	\$564.38
TEXAS	Brewster	Flooding	7/27/2012	\$564.38
TEXAS	Brewster	Flooding	6/22/2014	\$547.35
TEXAS	Brewster	Flooding	10/8/2015	\$546.70

## Probability

Twenty two floods and flash floods were identified in the County over the 51-year period from 1969 through 2020. This suggests that, on the whole, the probability of a flood in any given year is 22/52 or 43 percent.

For locations within the County shown as flood hazard areas on the FIRMs, the probability of flooding can also be estimated as 1 percent in any given year.

## Vulnerability

Structures or infrastructure in Alpine and Brewster County that are located in identified Special Flood Hazard Areas are vulnerable to flood damage. Alpine Creek runs through the City of Alpine and structures near the creek are particularly vulnerable. Many Special Flood Hazard Areas in the planning

area are undeveloped. In addition, critical infrastructures identified in table 17 may be vulnerable to flooding in the City of Alpine and County of Brewster if the City/County exceeds their average range of 1" or greater of precipitation.

### Impact

Flooding may affect roads that cross arroyos and this will delay the flow of traffic in Brewster County.

Flooding may cause some damage in the County or in Alpine if it reaches the first floor of a residential or commercial structure. Minor repairs and replacement of some contents would be necessary. Vehicles may also be damaged if left in areas that flood.

The impacts of flooding vary from little or no damage if flooding is localized or occurs in an undeveloped part of the County, to a great deal of damage if flooding is extensive and occurs in a developed part of the planning area.

In July 2008, flooding in Alpine occurred when 5 inches of rain fell in the City, causing slippery and flooded roadways (CNN, 2012).

The total amount of structural damage due to flooding or flash flooding reported by SHELUDS is \$20,729,391.70 in 2020 dollars.

Three fatalities have been attributed to flash flooding in the County since 1969. Fatalities may be due to drowning; the number of fatalities reported by SHELUDS may not be accurate.

### Repetitive Flood Loss Properties

Brewster County and the City of Alpine participate in the National Flood Insurance Program (NFIP) so that residents and business owners can purchase flood insurance.

The NFIP identifies a property that has had at least two paid flood losses of more than \$1,000 each in any 10-year period as "Repetitive Flood Loss Property." As when the previous plan was developed, there are no Repetitive Flood Loss Properties in the County or in the City of Alpine (FEMA, 2012). The Repetitive Loss database is cumulative and goes back to the beginning of the NFIP in 1978.

### Future Conditions

Brewster County and the City of Alpine participate in the NFIP and enforce the regulations of their flood damage prevention ordinances.

Since the previous plan was developed, some flood risk has been alleviated through mitigation: City of Alpine completed infrastructure projects to enlarge culverts and reconfigure Murphy Street to reduce storm water flooding.

Cross bars were installed at low water crossings along Alpine Creek.

Because the population of the County is expected to remain relatively constant over the next several years, future development is expected to replace existing development or to be located adjacent to existing development. Future development will not occur in flood-prone locations or will be mitigated to reduce the potential for flooding or flash flooding in accordance with the Brewster County or City of Alpine existing Flood Damage Prevention Ordinance. The potential for flood damage has not increased since the previous plan.

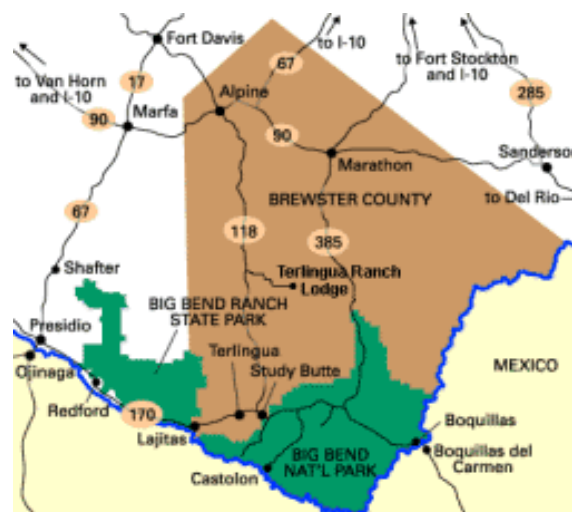
### 3.2.3 Wildfire

Wildfire is defined as a sweeping and destructive burning conflagration and can be further categorized as wildland, interface, or intermix fires.

As Brewster County residents move farther into “natural” areas to advantage of raising cattle, privacy, natural beauty, recreational opportunities, and affordable living; fire departments are increasingly fighting fires along the wild land Urban Interface (WUI). WUI is defined as areas where homes are built near or among lands that may be prone to wild land fire. Depending on the community fire departments might refer to wild land fires as brush fires, range fires or something else; all pose the same threat to local assets.

#### Location

The area of particular concern for wildfire is close to and within Big Bend National Park at the southern end of the County (The green area on the map below). This area is not inhabited and is completely undeveloped. These undeveloped areas or remote areas are most likely to experience wildfires. Any fires that occur within and close to the boundaries of the City of Alpine can be brought under control by local fire departments before they spread. The City of Alpine is not a location for wildfires.



#### Extent

The extent or severity of a wildfire depends on a number of different variables. Key factors that affect the severity of wildfire are: Fuel, Temperature, Wind, Humidity, and Topography

According to the *State of Texas Hazard Mitigation Plan* (Texas Division of Emergency Management, 2018) wildfires are fueled almost exclusively by natural vegetation in Brewster County.

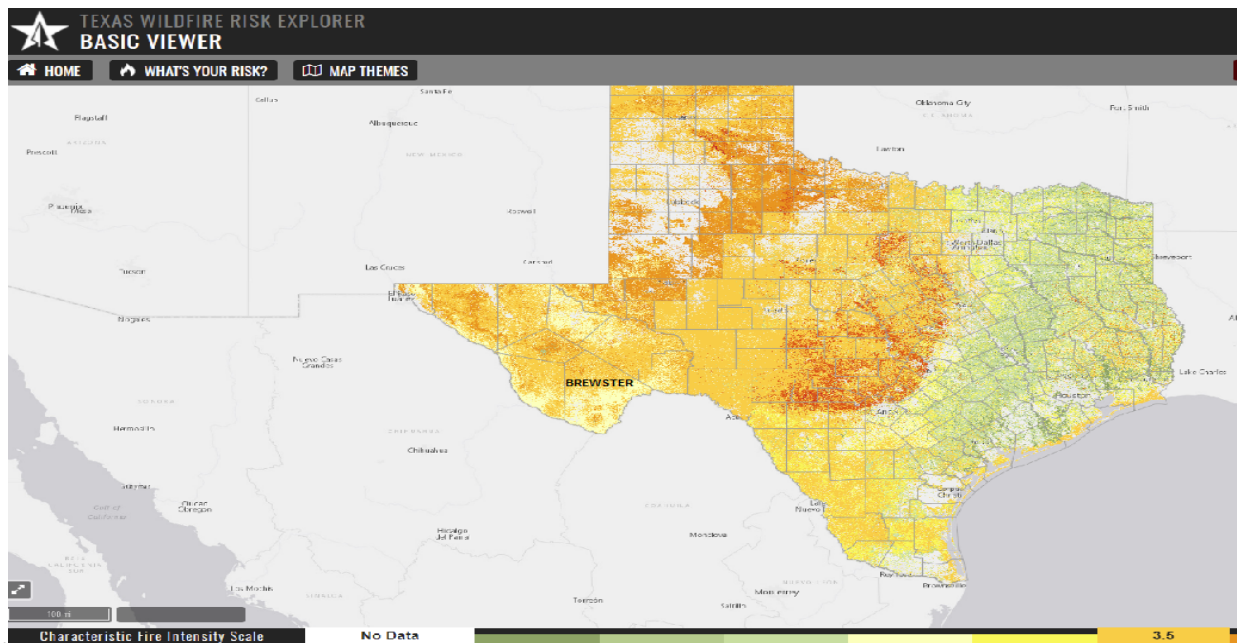
Temperature or the time of year can affect the extent of wildfires. In Brewster County to include the City of Alpine extreme drought conditions coupled with lightning make the probability likely for the County and municipality experience wildfires. According to the *State of Texas Hazard Mitigation Plan*, wildfires are most common in the spring and summer months, but can occur at any time (Page 62). In the spring and summer months, there is more fuel for wildfires and the fuel is pre-heated and dried by the sun. Warm, dry brush burns more rapidly than cold, damp brush.

Another factor that affects the severity of wildfire is wind, which can cause a wildfire to spread. The stronger the wind, the more quickly a fire can spread. Wind is a critical factor in determining the severity of wildfires in Brewster County.

Humidity or the amount of water vapor in the air can also affect the severity of a wildfire; wildfire will be more severe when the air is dry than when the air is humid.

The severity of wildfire depends on topography, as fire tends to move up steep slopes and to move more quickly the steeper the slope.

There is scientific evidence prepared by the Strategic Foresight Initiative, a collaborative effort of the emergency management community facilitated by FEMA, suggesting that longer periods of drought are likely in the future; this would lead to more severe wildfires in the planning area (FEMA, 2011). For current drought conditions, residents of planning area can use the Fire Intensity Scale available at [www.texaswildfirerisk.com/map](http://www.texaswildfirerisk.com/map); Attachment shows that Brewster County was at moderate to high risk of wildfire on November 2021. The worst-case scenario for this planning area would be a fire rating 4 or higher on the Fire Intensity Scale (FIS)



## Previous Occurrences

The previous plan only identified five previous wildfire that occurred in 2014, 2015 and 2016. Since the previous plan was developed, information from the Texas A & M Forest Service shows Brewster county has experienced 11 significant wildfires for 2010 to 2021.

**Table 5: Previous Wildfires/Fires in Brewster County**

Date	County	Fire Name	Acres
8/7/10 16:07	Brewster	Big Hill Fire	200
3/1/11 15:30	Brewster	Cinega Mtn. / Mine Fire	8000
3/22/11 16:30	Brewster	Randolph Ranch Fire	400
4/3/2011 19:21	Brewster	East of Marathon Fire	800
4/9/11 15:14	Brewster	Roper Fire	46000
5/8/11 11:37	Brewster	Cage Holland Fire	5975
5/8/11 16:30	Brewster	Cage Holland Day 1	2000
5/9/11 6:10	Brewster	Cage Holland Day 2	3000
6/1/11 14:00	Brewster	Kelly Ranch "Rocco" Fire	700
7/30/2011 15:33	Brewster	Mitre Peak Fire	200
8/9/11 19:20	Brewster	Near Piasano Encampment	700

## Probability

With reports of 11 significant fires occurring in the last 11 years, the probability of a wildfire is estimated to be 11/11 or about 100 percent in any given year in the County. The probability of wildfire in the City is much lower due to the limited fuel.

Another way of examining the probability of wildfire is to consider drought conditions at a particular point in time using the Keetch-Byram Drought Index, which was developed in 1968. Inputs used to develop the index include latitude, mean annual precipitation, and the last 24 hrs of rainfall (U.S. Forest Service). Measures on the Keetch-Byram Drought Index vary from the 0-to-200 category, indicating moisture level is high and the probability of wildfire is relative low, to the 600-to-800 category, indicating severe drought conditions and an increased potential for wildfire.

## Vulnerability

Critical infrastructures in the City of Alpine as identified in table 20 may be vulnerable to wildfires. In addition, rural residential structures and agricultural structures are vulnerable to damage by wildfire in Brewster County.

Transmission lines in remote areas that bring power generated outside of the County to each of the participating jurisdictions are vulnerable to damage due to wildfire.

### Impact

Wildfire is a natural phenomenon that can benefit a natural area. As with all natural hazards, problems or losses occur when a severe hazard interacts with the built environment. Previous occurrences of wildfire did not lead to property losses. However, should a wildfire occur and extend from the wildland into an urbanized area, several structures could be damaged or destroyed, people may be temporarily or permanently displaced and in need of emergency shelter, and fire fighters and other emergency responders would be called upon to manage the situation.

Wildfires could threaten electric transmission lines that bring power generated outside of the County to homes and businesses. Wildfire can heat transmission lines, causing them to malfunction or can damage or destroy other components of the transmission system. In fact, wildfire can burn transmission lines. If transmission lines are damaged or destroyed, there would be an interruption in the supply of power to the County and the potential for economic losses due to closure of businesses.

### Future Conditions

There has been some expansion of older subdivisions. Very little new development is expected to occur in rural areas. Thus, exposure to wildfire is not expected to increase in the future.

Since the previous plan was adopted, widespread public education about the risk of wildfire and about preventing wildfire has been accomplished through the distribution of printed materials prepared by the Texas Forest Service and posters in public spaces about the wildfire hazard. The public is also informed through public meetings, County and other Web sites, radio coverage, the issuing of "Red Flag Warnings" and burn bans, and through the work of the Public Information Office. Development has not affected vulnerability for the planning area.

## **3.2.4 Drought**

Drought Description: **Drought**, a deficiency of moisture caused by a natural reduction in the amount of precipitation received over an extended period of time.

### Location

Drought can affect all of any part of the planning area.

### Extent

The magnitude or severity of drought can be measured objectively using the Palmer Drought Severity Index, which was developed in 1965 to measure duration and intensity of long-term drought conditions. Measurements depend on the cumulative effects of both precipitation and temperature and vary from -4.0 for extreme drought conditions, to +4.0 for extremely wet conditions. A measurement between -0.49 and +0.49 indicates that moisture conditions are near normal for Brewster County to include the City of Alpine.

For current drought conditions, residents of Brewster County and the City of Alpine can refer to the U.S. Drought Monitor available at <http://droughtmonitor.unl/edu/>. The Attachment provides additional information about drought conditions in participating jurisdictions on particular dates. A worst case scenario for the planning area would be a -4.0 on the Palmer Drought Severity Index.

Previous Occurrences

Annual precipitation for Brewster County is between 15 inches per year. The County has been part of the Emergency Disaster Proclamation issued by the Governor of Texas on July 5<sup>th</sup>, 2012 (Office of the Governor, 2012).

The previous plan did not mention any occurrences of drought. The SHELDUS database lists two instances of drought occurring in Brewster County since 1962. Drought occurred in

**Table 6: Previous Droughts in Brewster County**

State	County	Hazard	Start Date	Year	Crop Dmg(ADJ)	Property Dmg(ADJ)
TEXAS	Brewster	Drought	8/1/1996	1996	\$13,623,078.98	\$904,853.96
TEXAS	Brewster	Drought	12/1/1998	1998	\$17,281,573.85	\$1,036,894.43

The National Climactic Data Center lists a more recent period of drought in the region in

From 2010-2015, drought persisted throughout parts of the region, impacting western portions of Texas and Oklahoma and eastern New Mexico as well as many other areas in these states. Impacts were numerous across economic sectors. Failure of winter wheat and summer crops during 2011 resulted in shortages of food for cattle, which forced farmers to purchase large amounts of hay or sell their herds.

No fatalities, injuries, or damage to structures or infrastructure are attributed to these periods of drought according to SHELDUS data. The Texas Governor has declared emergencies due to drought.

Probability

With three identified occurrences of drought in Brewster County over the 58-year period from 1962 through 2020, probability of drought in any given year is estimated as 3/58 or about 10 percent. There is scientific evidence suggesting that prolonged periods of drought are increasingly likely in the future in the planning area (FEMA, 2021).

Vulnerability

Agriculture and wildlife are vulnerable to the effects of drought. Critical infrastructures identified in table 20 may also become vulnerable if drought conditions persist.

## Impact

Drought has negative consequences for livestock and wildlife. Drought can cause damage to foundations, particularly in South County, where there is clay in the soil. Drought has negative economic consequences for ranching and tourism in planning area.

## Future Conditions

The previous plan recommended community education so that residents can prepare for the effects of hazards including drought. This mitigation action is accomplished through the Texas Agri-Life Disaster Education Network, as well as through the Brewster County Web site and that of the National Weather Service, which post information about preparing for weather conditions in Brewster County.

The population in the area is expected to remain relatively constant over the next several years. The Brewster County Water Conservation District was established to ensure the sustainability of groundwater resources in the County through study and planning. The groundwater management plan was updated in 2020. Widespread drought conditions in the region may contribute to an inadequate supply of water for the population because the County depends on groundwater. There is no major development projected for the planning area so there is no increase in vulnerability.

### **3.2.5 Extreme Temperatures**

This section addresses extreme temperatures. Extreme heat in Brewster County is addressed first. This is followed by a discussion of extreme cold as experienced in Brewster County.

#### **3.2.5.1 Extreme Heat**

**Description of Extreme Heat:** Persistent and unusually high temperatures and high humidity or temperatures that are above average.

#### Location

Extreme heat affects all of Brewster County uniformly and does not vary by location. On a given day, temperatures in the mountainous terrain and in the northern part of Brewster County can be quite different from temperatures in the southern part of the County. Nevertheless, all parts of the County can experience extreme heat.

#### Extent

The highest temperature recorded in the region that includes Brewster County and the City of Alpine is **120 degrees Fahrenheit (°F)**, which occurred in June 1994 (NCDC.NOAA, 2021).

The previous plan defined extreme heat as occurring when temperatures hover 10 degrees or more above the average high temperature for the region for several weeks. A worst case scenario for the planning area would be temperatures of 120 degrees.

### Previous Occurrences

Brewster County normally experiences very hot weather. Local official's report that temperatures of over 100 °F have been measured in Alpine, temperatures of over 120°F have occurred in the southern part of the County, and temperatures of over 110 °F have occurred in the southern part of the County for several days in a row. SHELDTUS data list reports of extreme heat as having occurred four times in the County during the period of 1962 through 2021. There have been no significant heat events since the last plan was approved.

**Table 7: Previous Heat in Brewster County**

County	Hazard	Year	Crop Damage	Property Damage
Brewster	Heat	1980	\$1,620,965.78	\$16,209.66
Brewster	Heat	1990	\$3,694.71	\$0.00
Brewster	Heat	1994	\$338.88	\$0.00
Brewster	Heat	2004	\$0.00	\$0.00

### Probability

With four identified occurrences of extreme heat in Brewster County over the 58-year period from 1962 through 2021, probability of drought in any given year is estimated as 4/59 or about 6 percent. There is scientific evidence suggesting that prolonged periods of extreme heat are increasingly likely in the future in the planning area.

### Vulnerability

People in poor health are vulnerable to the negative effects of extreme heat. Livestock, crops and roads may also be vulnerable to the effects of extreme heat. To explain the relationship between extreme heat and humidity, NOAA provides a graphic showing how a combination of high heat and humidity lead to the likelihood of a heat disorder.

Critical infrastructures identified in table 20 may become vulnerable if extreme heat temperatures exceed 10 degrees the average of 76 degrees.

Businesses and residents can experience higher than normal charges for electricity consumption due to the higher cost of operating air-conditioning equipment during periods of extreme heat.

### Impact

Extreme heat and extreme cold can have negative effects on the health of people and animals as well as agricultural productivity. Emergency preparation or emergency response actions are appropriate for addressing negative health impacts.

### Future Conditions

The previous plan recommended community education so that residents can prepare for the effects of hazards including extreme cold weather. This action is routinely implemented as Texas AgriLife and brewstercounty.tx.com post information about preparing for weather conditions in Brewster County on their Web sites and KVLF radio broadcasts information.

Future development and new utility systems can be protected against damage from extreme temperatures and can increase energy efficiency with insulation. Development has not affected vulnerability for the planning area.

#### **3.2.5.2 Extreme Cold**

**Description of Extreme Cold:** **Extreme Cold**, persistent and unusually low temperatures that are near or below freezing.

#### Location

Extreme cold affects all of Brewster County uniformly and does not vary by location.

#### Extent

The lowest temperature recorded in Brewster County is **4 degrees Fahrenheit (°F)**, which occurred in 1962 (Weather Source, LLC, 2014). A worst case scenario for the planning area would be temperatures of 4 degrees or lower.

#### Previous Occurrences

SHELDUS data list 20 winter weather conditions as having occurred since 1962. One of the occurrence of extreme winter weather in 1979 had estimates of damages of approximately \$1,622,554.96 in 2020 dollars.

**Table 8: Previous Winter Weather in Brewster County**

County	Hazard	Date	Property Dmg (ADJ)
Brewster	Winter Weather	1/9/1962	\$168,927.02
Brewster	Winter Weather	1/3/1971	\$31,994.38
Brewster	Winter Weather	12/10/1972	\$1,220.44
Brewster	Winter Weather	1/8/1973	\$11,489.77
Brewster	Winter Weather	10/30/1979	\$1,622,554.96
Brewster	Winter Weather	1/2/1979	\$0.00
Brewster	Winter Weather	3/18/1980	\$0.00
Brewster	Winter Weather	4/14/1980	\$0.00
Brewster	Winter Weather	3/2/1980	\$0.00

Brewster	Winter Weather	11/16/1980	\$62,901.57
Brewster	Winter Weather	11/24/1980	\$62,901.57
Brewster	Winter Weather	4/4/1983	\$0.00
Brewster	Winter Weather	1/12/1985	\$17,452.90
Brewster	Winter Weather	3/29/1987	\$0.00
Brewster	Winter Weather	3/23/1987	\$7,604.29
Brewster	Winter Weather	12/21/1989	\$41,799.11
Brewster	Winter Weather	12/16/1989	\$9,499.79
Brewster	Winter Weather	12/27/1990	\$396.56
Brewster	Winter Weather	1/17/1992	\$2.01
Brewster	Winter Weather	12/13/1992	\$188.48
Brewster	Winter Weather	02/02/2011	\$0.00
Brewster	Winter Weather	02/14/2021	UNK

Probability

Twenty occurrence of Winter Weather has been identified in the 59 years since the previous plan was developed, it is assumed that the probability of extreme cold is 22/59 or 37 percent; according to local officials, this is probably an underestimate.

Vulnerability

Brewster County and Alpine residents, businesses, governmental entities, school facilities and critical infrastructures as identified in table 20 may be vulnerable when extreme cold reaches temperatures 10 degrees below the average cold. People who lack proper shelter are vulnerable to the effects of extreme cold. Crops are vulnerable to damage due to extreme cold. Structures identified in table 17 may become vulnerable if they are exposed or poorly protected water pipes may be damaged when pipes freeze during periods of extreme cold.

To explain the relationship between cold temperatures and wind as referenced by figure 11 “The Wind Chill Chart”, NOAA provides a graphic showing how a combination of wind and cold temperatures can have negative health impacts. The graphic is provided in the Attachment.

Impact

The extreme cold weather in February 2021 led to frozen water utility systems, including exposed pipes on private property.

Future Conditions

The previous plan recommended community education so that residents can prepare for the effects of hazards including extreme cold weather. This action is routinely implemented as Texas AgriLife and brewstercounty.tx.com post information about preparing for weather conditions in Brewster County on their Web sites and KVLV radio broadcasts information.

Future development and new utility systems can be protected against damage from extreme temperatures and can increase energy efficiency with insulation.

Summary of Extreme Temperatures: The County of Brewster to include the City of Alpine experiences an average of 47.1 degrees of cold temperatures. During the summer, the average heat is 76 degrees. The planning area considers that any temperature above or below 10 degrees the average range to be extreme. Development has not affected vulnerability for the planning area.

### 3.2.6 Snow

Description of Snow: **Snow**, heavy, frozen precipitation.

#### Location

The geographic location of Brewster County is equally at risk of snow.

#### Extent

As much as 6.7 inches of snow has fallen in the northern, mountainous part of Brewster County in a year, and up to 2 inches has accumulated in the southern end of the region (Texas Commission on Environmental Quality, 2012). The tables provided in the Attachment shows that snow of this depth is considered “minimal” and not damaging. The Regional Snowfall Index is attached below and is available at <http://www.ncdc.noaa.gov/snow-and-ice/rsi/?nesis>. Worst-case scenario would be a category 3 major snow storm affecting the northern part of the planning area.

Regional Snowfall Index (RSI)

CATEGORY	RSI VALUE	DESCRIPTION
1	1-3	Notable
2	3-6	Significant
3	6-10	Major
4	10-18	Crippling
5	18.0+	Extreme

#### Previous Occurrences

The previous plan listed no occasions when a measurable quantity of snow fell in the County. Local officials report that this is not correct, as a measurable quantity of snow falls almost every year. The update includes data from SHELDUS and other Internet sources.

SHELDUS lists 9 occurrences of snow falling in Brewster County over the 59-year period from 1961 through 2020. SHELDUS lists no fatalities or injuries associated with snow over the 57-year period. In addition to the SHELDUS data, reports of 2 inches of snow falling in the region in December 2009 and of

one inch falling in December 2011 were found (KVUE.com, 2009; AccuWeather.com , 2011). Table 6 lists the 10 documented occurrences of snow falling in the planning area.

**Table 9: Previous Snow in Brewster County**

County	Hazard	Date	Property Dmg	Remarks
Brewster	Snow	1/17/1992	\$2.01	
Brewster	Snow	12/13/1992	\$188.48	Heavy Snow
Brewster	Snow	11/16/1980	\$62,901.57	Heavy Snowstorm
Brewster	Snow	11/24/1980	\$62,901.57	Heavy Snowstorm
Brewster	Snow	12/10/1972	\$1,220.44	ICE STORM
Brewster	Snow	1/12/1985	\$17,452.90	Snow
Brewster	Snow	12/16/1989	\$9,499.79	Snow
Brewster	Snow	1/8/1973	\$11,489.77	SNOW & ICESTORM
Brewster	Snow	4/4/1983	\$0.00	snowstorm

### Probability

With 9 documented occurrences of snow falling in Brewster County over the 59-year period from 1961 to 2020, the probability of snow in the region in any given year is estimated at 9/59 or 15 percent. This may underestimate the probability of snowfall.

### Vulnerability

In Brewster County and the City of Alpine only vehicles are vulnerable to sliding when snow accumulates on roadways. Critical infrastructures identified in table 20 may become vulnerable if a category 5, RSI value of 18.0+ snowfall event were to occur in Brewster County.

### Impact

The American Society of Civil Engineers (ASCE) provides recommendations for building to support the weight of snow. Many different factors affect the way snow will collect on roofs, including the slope and shape of the roof and the way the snow drifts. Taking all relevant factors into account, engineering studies have led the ASCE to conclude that roofs in the planning area do not need to be designed to handle snow loads because snow is not expected to lead to structural failure (ASCE, 2006). However, even a small amount of snow can lead to traffic accidents and associated vehicle damage.

The most property damage attributed to a single occurrence of snowfall in the County is the 1980 events for which damage is reported as \$62,979 in 2020 dollars (SHELDUS, 2021). The data do not specify the types of damage, but the RGCOG attributes most of it to vehicle damage due to dangerous driving conditions.

The only potential economic loss anticipated in conjunction with snowfall is the closing of schools and businesses, governmental offices, repair to vehicles, and repair to roads.

## Future Conditions

The previous plan recommended community education so that residents can prepare for the effects of all hazards including snow. The impact that snow can cause on Brewster County in the future may lead to significant economic loss for business owners, governmental entities, school systems, and citizens. This action is routinely implemented as Texas AgriLife posts information about preparing for weather conditions in Brewster County on its Web site and through KVLV radio broadcasts.

According to the ASCE report, structures built in Brewster County will not be at risk of damage due to snowfall (ASCE, 2006). Development has not affected vulnerability for the panning area.

### **3.2.7 Wind**

Description: **Wind**, horizontal movement of the air.

#### Location

The geographic location of Brewster County is equally at risk of wind occurrences. A table showing specific locations of wind events recorded by NCDC in Brewster County and participating jurisdictions is included in the Attachment in Table 2. The NCDC data do not provide location of every wind event.

#### Extent

The magnitude or severity of a wind storm can be measured using the Beaufort wind scale. The Beaufort scale rates the force of wind from category 0 for calm winds of less than 1 mile per hour to category 12 for violent storms with winds of more than 74 miles per hour. Table 7 further describes the conditions experienced on land for various classifications in the Beaufort scale (Rowlett, 2001).

**Table 10: Beaufort Wind Scale**

<b>Rating</b>	<b>Wind Speed in Miles per Hour</b>	<b>Description</b>	<b>Conditions on Land</b>
0	<1	Calm	Smoke rises vertically
1	1-4	Light air	Smoke drifts, leaves rustle
2	5-7	Light breeze	Wind felt on face
3	8-11	Gentle breeze	Flags extended, leaves move
4	12-18	Moderate breeze	Dust and small branches move
5	19-24	Fresh breeze	Small trees begin to sway
6	25-31	Strong breeze	Large branches move, wires whistle, umbrellas difficult to control
7	32-38	Near gale	Inconvenience in walking; whole trees in motion
8	39-46	Gale	Difficult to walk against the wind; twigs and small branches blown off trees
9	47-54	Strong gale	Minor structural damage (e.g., shingles blown off roofs)
10	55-63	Storm	Trees uprooted, structural damage likely

Rating	Wind Speed in Miles per Hour	Description	Conditions on Land
11	64-73	Violent storm	Widespread structural damage
12	74+	Hurricane	Severe structural damage to buildings

Data provided by the NCDL for wind magnitude show that high winds in the region have been measured at **up to 78 knots** or, using the conversion factor of 1 knot = 1.15078 miles per hour, 90 miles per hour, which can cause severe structural damage (NCDL, July 2012). This means that wind has the potential to cause severe structural damage in the planning area. A worst-case scenario would be 78 knot wind.

#### Previous Occurrences

Data in the previous plan on high wind have been updated with data provided by the NCDL and are presented in Table 8. The NCDL reports no fatalities or injuries associated with wind.

**Table 11: Previous Occurrences of Wind in Brewster County**

State	County	Hazard	Date	Property Damage
TEXAS	Brewster	Wind	9/5/1963	\$0.00
TEXAS	Brewster	Wind	1/25/1965	\$0.00
TEXAS	Brewster	Wind	7/19/1965	\$41,135.63
TEXAS	Brewster	Wind	2/3/1971	\$652.94
TEXAS	Brewster	Wind	12/14/1971	\$319,943.80
TEXAS	Brewster	Wind	2/22/1977	\$85,529.53
TEXAS	Brewster	Wind	3/10/1977	\$39,597.01
TEXAS	Brewster	Wind	6/20/1977	\$2,138.24
TEXAS	Brewster	Wind	8/28/1978	\$19,873.81
TEXAS	Brewster	Wind	1/20/1979	\$1,274.85
TEXAS	Brewster	Wind	4/7/1980	\$14,295.80
TEXAS	Brewster	Wind	3/31/1980	\$6,290.16
TEXAS	Brewster	Wind	3/17/1981	\$491,549.03
TEXAS	Brewster	Wind	4/2/1982	\$53,710.77
TEXAS	Brewster	Wind	4/1/1983	\$0.00
TEXAS	Brewster	Wind	12/11/1989	\$1,044.98
TEXAS	Brewster	Wind	3/26/1991	\$3,805.50
TEXAS	Brewster	Wind	1/17/1996	\$38,815.36
TEXAS	Brewster	Wind	4/5/2005	\$3,317.39
TEXAS	Brewster	Wind	10/28/2009	\$7,549.82

#### Probability

SHELDUS data show a total of 20 instances of high winds occurring in the County over the 58-year period of 1963 through 2021. Local officials report that this underestimates the number of high wind events;

nevertheless, these data lead to the conclusion that the probability of winds in any given year is 20/58 or greater than 40 percent; thus the County, on the whole, can reasonably anticipate at least one wind storm per year.

### Vulnerability

Power lines and trees that are in poor condition/health are at risk of damage due to wind.

Critical infrastructures identified in table 20 could become vulnerable if winds exceed more than their average of 74+ within Brewster County. Roofs of residential and commercial structures in Brewster County and the City of Alpine are at some risk of damage due to wind.

Vehicles are vulnerable to damage due to wind as they may be struck by flying debris.

### Impact

Not all winds cause property damage. When wind does cause damage, the types of property damage in the region generally include trees and power poles being knocked over and roofs and vehicles being damaged by flying debris. However, there have been occasions when roofs were literally blown off of structures and additional property damage was caused by flying debris.

The most damage associated with a single wind storm is \$491,549.03 in 2020 dollars.

Over the course of 58 years, no fatalities or injuries have been attributed to winds.

Economic losses due to the occurrence of wind would be the costs of some residential, businesses and governments' roof repair, replacement of windows damaged by wind or by wind-borne debris, repair of damage to vehicles, and repair of power lines and power poles.

### Future Conditions

In the future, it is possible that wind will contribute to the spread of wildfire. Wind may also lead to an interruption in the supply of power due to the static charge generated around power lines and the lack of redundancy in the system.

The previous plan recommended public education to reduce the negative effects of wind. Texas AgriLife posts information on a variety of hazards including wind on its Web site.

Structures or manufactured homes in the planning area in the future will be at risk of damage from winds unless the structure is properly anchored to a foundation and the roof is properly anchored to the structure.

### 3.2.8 Ice

Description of Ice: **Ice**, the accumulation of frozen precipitation on cold surfaces.

#### Location

The geographic location of Brewster County is equally at risk of ice storms occurring.

#### Extent

Ice storms in the region are generally not severe because the accumulation of ice is generally less than an eighth of an inch. On occasion, such as in October 2000, local officials report an ice storm leading to more than an eighth of an inch of accumulation. A worst-case scenario for the planning area would be ice accumulation of an eighth of an inch of ice or more.

The Sperry-Piltz Accumulation Index describes the effect of ice accumulation; it shows that ice accumulation of less than one fourth of an inch can, in combination with winds, lead to utility interruption. The index is included in the Attachment and is available at <http://www.spia-index.com/>.

#### Previous Occurrences

Table 11 presents NCDL data on eight previous occurrences of ice storms in the County for the 71-year period from 1950 through 2021. The NCDL reports no fatalities or injuries associated with Ice

**Table 12: Previous Occurrences of Ice in Brewster County**

Date	Location or County	Property Damage (in 2018 dollars)
10/08/2000	Big Bend Area	\$1,202.29
01/15/2007	Big Bend Area	\$11,426.79
01/18/2007	Big Bend Area	Not available
2/2/2011	Brewster County	\$12,220.51
11/22/2013	Big Bend Area	Not available
12/30/2014	Davis/Apache Mountains	Not available
1/1/2015	Davis/Apache Mountains	Not available
11/26/2015	Davis/Apache Mountains	Not available

#### Probability

With five ice storms identified over the 57-year period from 1961 through 2018, the probability of an ice storm occurring in the County in any given year is 5/57 or 9 percent.

#### Vulnerability

Critical infrastructures identified in table 20 can become vulnerable if the County and City of Alpine exceed a level three (3) as described on the Sperry-Piltz Ice Accumulation Index (SPIA Index).

### Impact

The greatest known amount of property damage associated with a single ice storm was \$10,947 in 2011 dollars (SHELDUS, 2021); this dollar value may not be accurate, but allows a basis for comparing the potential for damage due to ice hazards. The consequences of ice storms include power loss, structural damage to buildings when ice overloads tree limbs causing them to break off, and water damage from frozen pipes bursting.

### Future Conditions

Changes in development that have occurred in the County may slightly increase the level of damage caused by ice because there is the potential for more vehicles and road repairs due to on ice on roadways.

Future structures and infrastructure are considered to be at risk of damage due to ice.

The previous plan recommended community education so that residents can prepare for weather events such as an ice storm. This mitigation action is accomplished as Texas AgriLife posts information about preparing for weather conditions on its Web site. Development has not affected vulnerability for the planning area.

## **3.2.9 Hail**

Description of Hail: **Hail**, precipitation in the form of small balls or lumps of clear ice and compact snow.

### Location

Hail is possible anywhere in the planning area. Hail has been measured in Brewster County ranging from **0.8 inch to 4.5 inches in diameter**. The average size of hail in the County is 1.4 inches (NCDC, 2021). The Attachment includes a table showing the locations of the 208 hail events recorded by NCDC in the County; the data do not include the location of every hail event.

### Extent

Hail has been measured in Brewster County ranging **up to 2.5 inches in diameter**. The average size of hail in the County is 1.2 inches.

The TORRO Hailstorm Intensity Scale rates the potential for damage caused by different size hail. Categories of hail are denoted by the labels H0 through H10 and potential impacts are described in Table 12. Worst-case scenario is a hail storm category H5 or greater in the northern part of the county.

**Table 13: TORRO Hailstorm Intensity Scale**

Category	Intensity	Maximum diameter in inches	Impacts
H0	Hard Hail	0.2	No damage
H1	Potentially Damaging	0.6	Slight general damage to plants, crops
H2	Significant	0.8	Significant damage to fruit, crops, vegetation
H3	Severe	1.2	Severe damage to fruit and crops, damage to glass and plastic structures, paint and wood scored
H4	Severe	1.6	Widespread glass damage, vehicle bodywork damage
H5	Destructive	2.0	Wholesale destruction of glass, damage to tiled roofs, significant risk of injuries
H6	Destructive	2.4	Bodywork of grounded aircraft dented, brick walls pitted
H7	Destructive	3.0	Severe roof damage, risk of serious injuries
H8	Destructive	3.5	Severe damage to aircraft bodywork
H9	Super Hailstorms	3.9	Extensive structural damage. Risk of severe or even fatal injuries to persons caught in the open
H10	Super Hailstorms	>3.9	Extensive structural damage. Risk of severe or even fatal injuries to persons caught in the open

The County has experienced damage ranging from the H0 through the H10 categories.

Previous Occurrences

Table 11 lists 38 previous occurrences of hail in the County that inflicted injury or caused property damage for the 52-year period from 1968 through 2020 (SHELDUS, 2021).

**Table 14: Previous Occurrences of Hail**

State	County	Hazard	Date	Property Damage
TEXAS	Brewster	Hail	5/4/1968	\$372.35
TEXAS	Brewster	Hail/ Severe Storm/Thunder Storm/ Wind	6/2/1969	\$14,122.86
TEXAS	Brewster	Hail	5/28/1971	\$31,994.38
TEXAS	Brewster	Hail	5/15/1972	\$30,999.34
TEXAS	Brewster	Hail/ Severe Storm/Thunder Storm	5/10/1975	\$48,169.98
TEXAS	Brewster	Hail/ Severe Storm/Thunder Storm	9/27/1976	\$0.00
TEXAS	Brewster	Hail/ Wind	6/1/1979	\$178,481.05
TEXAS	Brewster	Hail/ Wind	10/29/1979	\$162,255.51
TEXAS	Brewster	Hail	6/18/1980	\$26,208.98
TEXAS	Brewster	Hail	5/18/1980	\$1,572.54
TEXAS	Brewster	Hail/ Severe Storm/Thunder Storm/ Wind	4/23/1980	\$62,901.57
TEXAS	Brewster	Hail/ Wind	5/28/1980	\$3,931,348.32
TEXAS	Brewster	Hail - Tornado	5/7/1981	\$142,549.22

TEXAS	Brewster	Hail	6/1/1989	\$10,449.78
TEXAS	Brewster	Hail	5/23/1991	\$951.37
TEXAS	Brewster	Hail	5/25/1992	\$92.36
TEXAS	Brewster	Hail	5/26/1992	\$92.36
TEXAS	Brewster	Hail	5/26/1992	\$9,235.73
TEXAS	Brewster	Hail	6/12/1992	\$92.36
TEXAS	Brewster	Hail	6/26/1992	\$92.36
TEXAS	Brewster	Hail	10/1/1995	\$5,101,466.17
TEXAS	Brewster	Hail	6/15/1997	\$20,990.71
TEXAS	Brewster	Hail	5/26/1998	\$158,990.48
TEXAS	Brewster	Hail	4/12/1999	\$62,221.96
TEXAS	Brewster	Hail	5/28/1999	\$3,111.10
TEXAS	Brewster	Hail	6/6/1999	\$1,555.55
TEXAS	Brewster	Hail	5/12/2003	\$1,408.45
TEXAS	Brewster	Hail	4/3/2004	\$41,157.41
TEXAS	Brewster	Hail	4/5/2004	\$68,595.68
TEXAS	Brewster	Hail	6/9/2005	\$13,269.56
TEXAS	Brewster	Hail	5/13/2005	\$6,634.78
TEXAS	Brewster	Hail	5/13/2005	\$19,904.34
TEXAS	Brewster	Hail	5/27/2008	\$12,036.73
TEXAS	Brewster	Hail	5/17/2010	\$53,481.45
TEXAS	Brewster	Hail	4/11/2010	\$178,271.51
TEXAS	Brewster	Hail	6/13/2012	\$137,707.63
TEXAS	Brewster	Hail	6/21/2013	\$222.49
TEXAS	Brewster	Hail	6/7/2014	\$31,746.25

Probability

The SHELUDS lists 38 occurrences of hail in the County for the 52-year period from 1968 through 2020. Local officials know that this estimate is very low. Nevertheless, it leads to the conclusion that the probability of hail occurring in any given year, estimated as 38/52, it is estimated that there is a 73 percent chance of hail in any given year.

Vulnerability

Critical infrastructures identified in table 20 could become vulnerable if the City of Alpine experience/receive a category H9 (intensity) “super hailstorm” with hail in diameter of 75-100 or greater. Roofs and windows of residential, commercial, and agricultural structures are vulnerable to hail damage as are the bodies of motor vehicles.

### Impact

The single most costly hailstorm occurred in 1995 for which property damages were an estimated at approximately \$5,101,466.17.

Property damage includes roof damage and damage to windows and the bodies of motor vehicles.

Two injuries were reported in association with a storm occurring in June 1997 and one injury for a storm occurring in May 2005.

### Future Conditions

Changes in development that have occurred in the County may slightly increase the level of damage caused by ice because there is the potential for more vehicles to be exposed to hail.

The previous plan recommended that windows and roofs of public buildings be reinforced to limit damage due to hail. It has since been learned that reinforcing windows will not be effective, so this action has been deleted from this updated plan. Reinforcing roofs has been deferred until funding is available.

The previous plan proposed development of a Reverse 9-1-1 system to alert residents of imminent danger due to hail. The County completed this action.

Residents of the County are at slightly lower risk than in the past for being outside or on the road when a hail storm occurs due to the new Reverse 9-1-1 system as well as broadcasts by the National Weather Service and KVLV radio. Like existing structures and infrastructure, new development will be at risk of damage due to hail. Development has not affected vulnerability for the planning area.

## **3.2.10 Lightning**

Description of Lightning: **Lightning**, a massive electrostatic discharge associated with a thunderstorm.

### Location

A severe lightning storm can occur anywhere in the planning area

### Extent

Lightning usually occurs because of thunderstorms that move through the area during the summer months, with peak lightning strikes occurring in July and August. Lightning does not normally cause significant damage to property; however, it is responsible for numerous power outages and is a major source of wildfire ignitions. The worst case-scenario for this planning area would be a Lightning Activity Level (LAL) of 5 or higher.

<b>Lightning Activity Level (LAL)</b>	
Is a scale which describes lightning activity. Values are labeled 1-6:	
<b>LAL 1</b>	No thunderstorms
<b>LAL 2</b>	Isolated thunderstorms. Light rain will occasionally reach the ground. Lightning is very infrequent, 1 to 5 cloud to ground strikes in a five minute period.
<b>LAL 3</b>	Widely scattered thunderstorms. Light to moderate rain will reach the ground. Lightning is infrequent, 6 to 10 cloud to ground strikes in a 5 minute period.
<b>LAL 4</b>	Scattered thunderstorms. Moderate rain is commonly produced Lightning is frequent, 11 to 15 cloud to ground strikes in a 5 minute period.
<b>LAL 5</b>	Numerous thunderstorms. Rainfall is moderate to heavy. Lightning is frequent and intense, greater than 15 cloud to ground strikes in a 5 minute period.
<b>LAL 6</b>	Dry lightning (same as LAL 3 but without rain). This type of lightning has the potential for extreme fire activity and is normally highlighted in fire weather forecasts with a Red Flag Warning.

Previous Occurrences

The SHELDUS (2021) lists two instance of a severe lightning strike in the County; the occurrence were on March 25, 1989 and February 20, 2003. There are one reported fatality in 2003 associated with lightning.

Probability

One fatal lightning storm was identified by the NCDC in the County for the 63-year period from 1958 through 2021. The NCDC does not provide information about other lightning strikes. Nevertheless, for this plan, the probability of a severe lighting storm in any given year is estimated as 2/63 or 3 percent.

Vulnerability

Critical infrastructures identified in table 20 could become vulnerable if the planning area experiences/receives a high-range of frequency of lightning than their average mid-range. In addition, electrical equipment is vulnerable to damage due to lighting.

Impact

Lightning strikes can cause a surge in electrical power, which can damage unprotected electrical equipment such as water pumps, compressors, generators, appliances, and electronics. Lightning can also be the cause or ignite wildfires. The 2003 lightning strike led to one fatality (SHELDUS, NCDC, 2021).

### Future Conditions

The previous plan recommended the installation of lightning rods and surge protectors at all critical facilities; surge protectors have been installed.

Future development and existing development will be equally at risk of damage due to lightning strikes. However, people may be safer due to the implementation of public education recommended in the previous plan. Public education is intended to minimize loss, injury, or death due to lightning. Public education occurs through the distribution, including on-line distribution, of Texas AgriLife publications and in public schools and through the efforts of the National Weather Service and KVLf radio. Development has not affected vulnerability for the panning area.

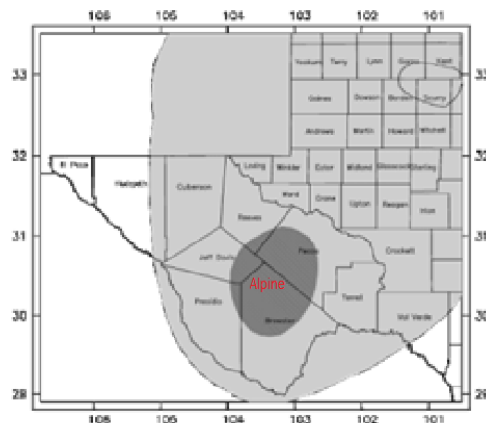
### **3.2.11 Earthquake**

Description of Earthquake: **Earthquake**, the shaking or trembling of the earth.

#### Location

Earthquakes that have been recorded in the six Far West Texas counties have been centered along fault lines located in the Franklin Mountains, which is in El Paso County; in Valentine, TX, which is in Jeff Davis County; and in Alpine, TX, which is in Brewster County. There are also several smaller faults located in Culberson County; these are East Sierra Diablo fault, West Delaware Mountains fault, and West Lobo Valley (Fay, Mayfield, and Neal sections) faults, and West Wylie Mountains fault (USGS, 2012). If an earthquake were to occur, Brewster County may be affected.

Areas in West Texas which experienced Modified Mercalli Intensities of IV or V (light gray) and VI (dark gray) during the earthquakes of 16 June 1978 (near Snyder in Scurry County - curved line indicates intensity V region for this quake), 2 January 1992 (near Andrews County - New Mexico border) or 14 April 1995 (near Alpine in Brewster County). Also, almost the entire area shown experienced intensities of VI during the earthquake of 16 August 1931. Counties Affected (22): Andrews, Brewster, Crane, Culberson, Dawson, Ector, El Paso, Gaines, Hudspeth, Jeff Davis, Kent, Loving, Martin, Midland, Pecos, Presidio, Reeves, Scurry, Terrell, Upton, Ward, Winkler. (Regional Hazard assessment <http://www-udc.ig.utexas.edu/external/TXEQ/west.html>)



## Extent

The previous plan indicated that **the maximum expected magnitude of an earthquake associated with the East Franklin Mountain fault line is 6.8 on the Richter scale.** A 6.8 earthquake would be a worst-case scenario for the planning area. Table 12 summarizes the types of damage caused by earthquakes of various categories on both the Richter and Mercalli scales.

**Table 15: Categories of Earthquakes**

Mercalli Scale	Richter Scale	Description of Impact
I	1.0 to 1.9	People are generally not aware of the earthquake
II	2.0 to 2.9	Earthquake is noticed by people at rest or on upper floors
III	3.0 to 3.9	Earthquake is felt indoors; hanging objects swing
IV	4.0 to 4.3	Vibration is similar to that of heavy trucks passing; vehicles rock; windows, dishes, doors rattle; glasses clink; wooden walls creak
V	4.4 to 4.8	Earthquake is felt outdoors; sleepers awake; liquids are disturbed; doors swing; small objects are displaced
VI	4.9 to 5.4	Earthquake is felt by all; persons walk unsteadily; windows, dishes, glassware is broken; books and other objects fall off shelves; pictures fall off walls; furniture moves; small bells ring; trees shake
VII	5.5 to 6.1	People have difficulty standing; hanging objects quiver; furniture may break; masonry cracks; weak chimneys break at roof line; plaster, loose bricks, stones, tiles, and cornices fall; waves appear on standing water; large bells ring; concrete irrigation ditches are damaged
VIII	6.2 to 6.5	It is difficult to steer a vehicle; stucco and some masonry walls fall; chimneys, factory stacks, monuments, towers, and elevated tanks twist and collapse; frame houses move on foundations; branches fall from trees; cracks appear in wet ground and on steep slopes
IX	6.6 to 6.9	There is general panic; masonry structures are destroyed or heavily damaged; reservoirs are damaged; underground pipes break; cracks appear in ground
X	7.0 to 7.3	Most masonry and frame structures are destroyed along with their foundations; dams, levees, and embankments are seriously damaged; landslides occur; water is thrown out of canals, rivers, and lakes; sand and mud shift horizontally on beaches; rails bend slightly
XI	7.4 to 8.1	Rails bend greatly; underground pipelines are destroyed
XII	8.1 or greater	Damage is nearly total; large rock masses are displaced; objects are thrown into the air

## Previous Occurrences

There have been no Mercalli Scale VI or above earthquakes in the region since the previous plan was prepared; however, this update contains more information about previous earthquakes than the previous plan. (USGS, 2020; Frohlich and Davis, 2002; Texas State Historical Association, 2012).

In addition, local officials report that a tremor occurred in the spring of 2012.

Earthquake activity: Brewster County-area historical earthquake activity is significantly above Texas state average. It is 41% greater than the overall U.S. average.

- **1995:** On 4/14/1995 at 00:32:56, a magnitude 5.7 (5.6 MB, 5.7 MS, 5.7 MW, Depth: 11.1 mi, Class: Moderate, Intensity: VI - VII) earthquake occurred 19.8 miles away from Brewster County center On 3/26/2020 at 15:16:27,
- **1995:** a magnitude 5.0 (5.0 MW, Depth: 5.9 mi) earthquake occurred 125.1 miles away from the county center On 8/28/1995 at 10:46:12,
- **1992:** a magnitude 6.9 (5.7 MB, 6.5 MS, 6.9 ME, 6.6 MW, Depth: 7.6 mi, Class: Strong, Intensity: VII - IX) earthquake occurred 499.2 miles away from the county center On 1/2/1992 at 11:45:35,
- **1978:** a magnitude 5.0 (4.6 MB, 5.0 LG, Depth: 3.1 mi) earthquake occurred 162.9 miles away from the county center On 6/16/1978 at 11:46:54,
- **2010:** a magnitude 5.3 (4.4 MB, 4.6 UK, 5.3 ML) earthquake occurred 261.2 miles away from Brewster County center On 10/21/2010 at 17:53:13, a magnitude 6.7 (6.7 MW, Depth: 8.1 mi) earthquake occurred 509.0 miles away from the county center Magnitude types: regional Lg-wave magnitude (LG), body-wave magnitude (MB), energy magnitude (ME), local magnitude (ML), surface-wave magnitude (MS), moment magnitude (MW)

Read more: [https://www.city-data.com/county/Brewster\\_County-TX.html](https://www.city-data.com/county/Brewster_County-TX.html)

As per Homefacts.com, Brewster County, TX has a moderate earthquake risk, with a total of 30 earthquakes since 1931. The USGS database shows that there is a 17.83% chance of a major earthquake within 50km of Brewster County, TX within the next 50 years. The largest earthquake within 30 miles of Brewster County, TX was a 3.6 Magnitude in 1998. <https://www.homefacts.com/county/Texas/Brewster-County.html>

## Probability

Brewster County, TX has a moderate earthquake risk, with a total of 30 earthquakes since 1931. Nothing significant has occurred since the last plan was written. There is a 34% chance of an earthquake with the

USGS database shows that there is a 18% chance of a “major” earthquake within 50km of Brewster County, TX within the next 50 years.

### Vulnerability

Structures to include critical infrastructures identified in table 20, especially very old residential structures built before the City of Alpine adopted a building code would be vulnerable to damage should a powerful (magnitude greater than 6.8 on the Richter scale) earthquake occur. However, no part of the planning area has recorded an earthquake of such magnitude.

### Impact

Damage identified in previous earthquakes in the region include a building being badly cracked, some rocks sliding in the mountains, an adobe house collapsing, windows breaking, and cracks in a ceiling and on a driveway. The adobe house that collapsed led to one fatality in Juarez, Mexico, which is about 200 miles away. Damage to older adobe structures may not be apparent for years after an earthquake.

An earthquake of magnitude 6.8 on the Richter scale in this region would cause considerable damage in ordinary buildings and partial collapse of some structures. Damage would be greater in poorly built structures, especially in unreinforced masonry structures. Chimneys, monuments, columns, and walls may fall and furniture may be overturned. The alignment of even well-designed structures, such as those with reinforced masonry walls, could become skewed, and buildings may shift off foundations.

### Future Conditions

Future development will be protected from damage due to earthquakes by complying with the adopted building code. Alpine does not have California-style building codes related to earthquakes.

Previously proposed mitigation actions related to the earthquake hazard were to study the seismic hazard. The University of Texas at El Paso and Sul Ross University are currently conducting research on earthquakes fault lines in the region. Development has not affected vulnerability for the planning area.

## **3.2.12 Tornado**

Description: Tornado, a rapidly rotating vortex or funnel of air extending to the ground.

### Location

A tornado can occur anywhere in Brewster County with a higher incident probability at the flat plains of Brewster County.

### Extent

Magnitude or severity of a tornado is measured on the Enhanced Fujita (EF) scale, which assigns tornadoes to categories based on their wind speed. Tornadoes that have occurred in Brewster County in the past have been in **categories EF-0, EF-1 or EF-2**. Table 14 compares the two scales and describes the

types of damage typically associated with each category. A worst case scenario for the planning area would be an EF1 tornado.

**Table 16: Categories of Tornadoes**

EF SCALE	
EF Rating	3 Second Gust (mph)
0	65-85
1	86-110
2	111-135
3	136-165
4	166-200
5	Over 200

**Assigning a Tornado Rating Using the EF Scale**

The NWS is the only federal agency with authority to provide official tornado EF Scale ratings. The goal is assign an EF Scale category based on the highest wind speed that occurred within the damage path. First, trained NWS personnel will identify the appropriate damage indicator (DI) [see list below] from more than one of the 28 used in rating the damage. The construction or description of a building should match the DI being considered, and the observed damage should match one of the 5 degrees of damage (DOD) used by the scale. The tornado evaluator will then make a judgment within the range of upper and lower bound wind speeds, as to whether the wind speed to cause the damage is higher or lower than the expected value for the particular DOD. This is done for several structures not just one, before a final EF rating is determined.

**Enhanced Fujita Scale Damage Indicators**

NUMBER (Details Linked)	DAMAGE INDICATOR	ABBREVIATION
1	Small barns, farm outbuildings	SBO
2	One- or two-family residences	FR12
3	Single-wide mobile home (MHSW)	MHSW
4	Double-wide mobile home	MHDW
5	Apt. condo, townhome (3 stories or less)	ACT
6	Motel	M
7	Masonry apt. or motel	MAM
8	Small retail bldg. (fast food)	SRB
9	Small professional (doctor office, branch bank)	SPB
10	Strip mall	SM
11	Large shopping mall	LSM
12	Large, isolated ("big box") retail bldg.	LIRB
13	Automobile showroom	ASR
14	Automotive service building	ASB
15	School - 1-story elementary (interior or exterior halls)	ES
16	School - jr. or sr. high school	JHSH
17	Low-rise (1-4 story) bldg.	LRB
18	Mid-rise (5-20 story) bldg.	MRB
19	High-rise (over 20 stories)	HRB
20	Institutional bldg. (hospital, govt. or university)	IB
21	Metal building system	MBS
22	Service station canopy	SSC
23	Warehouse (tilt-up walls or heavy timber)	WHB
24	Transmission line tower	TLT
25	Free-standing tower	FST
26	Free standing pole (light, flag, luminary)	FSP
27	Tree - hardwood	TH
28	Tree - softwood	TS

Previous Occurrences

Table 16 lists date of occurrence, magnitude, and impact of 21 tornadoes reported in the County (NCDC, 2021).

**Table17: Previous Occurrences of Tornadoes in Brewster County**

County	DATE	TYPE	TOR_F_SCAL E	INJURIES	DAMAGE PROPERTY
BREWSTER CO.	6/11/1954	Tornado	F0	3	\$2,500.00
BREWSTER CO.	6/16/1958	Tornado	F1	0	\$2,500.00
BREWSTER CO.	6/9/1962	Tornado	F2	0	\$2,500.00
BREWSTER CO.	9/21/1967	Tornado	F0	0	\$0.00
BREWSTER CO.	5/10/1975	Tornado	F0	0	\$2,500.00
BREWSTER CO.	7/15/1976	Tornado	F0	0	\$0.00

BREWSTER CO.	6/4/1979	Tornado	F0	0	\$30.00
BREWSTER CO.	5/7/1981	Tornado	F1	0	\$250,000.00
BREWSTER CO.	5/19/1987	Tornado	F0	0	\$0.00
BREWSTER CO.	5/31/1987	Tornado	F0	0	\$0.00
BREWSTER CO.	6/9/1995	Tornado	F0	0	\$0.00
BREWSTER CO.	6/9/1995	Tornado	F0		\$0.00
BREWSTER CO.	6/5/2003	Tornado	F0	0	\$0.00
BREWSTER CO.	6/9/2005	Tornado	F0	0	\$0.00
BREWSTER CO.	6/10/2005	Tornado	F0	0	\$0.00
BREWSTER CO.	4/13/2013	Tornado	EF0	0	\$0.00
BREWSTER CO.	5/22/2015	Tornado	EF0	0	\$0.00
BREWSTER CO.	3/19/2017	Tornado	EF0	0	\$0.00
BREWSTER CO.	5/3/2019	Tornado	EF0	0	\$0.00
BREWSTER CO.	5/31/2019	Tornado	EF0	0	\$0.00
BREWSTER CO.	5/28/2021	Tornado	EFU	0	\$0.00

Probability

Twenty one tornadoes were identified by NCDC as having occurred in the County for the 67-year period from 1954 through 2021. The probability of a tornado in any given year is estimated as 21/67 or 31 percent.

Vulnerability

Critical infrastructures identified in table 19 may become vulnerable if the City of Alpine experiences/receives a category F-2 tornado or greater. In addition, Trees, chimneys, gutters, siding, and road and commercial signs are vulnerable to damage by a tornado in Brewster County and the City of Alpine.

Impact

The impact of an EF-0 or EF-1 tornado would include damage to trees, roofs, chimneys, sign boards, gutters, windows, and siding. Mobile homes may be pushed off foundations or overturned.

The greatest amount of property damage caused by a tornado was \$250,000 in 1981.

No fatalities have been associated with tornadoes in the County, but three injuries occurred in conjunction with the 1954 tornado.

Future Conditions

No significant amount of future development is expected and exposure to damage due to tornadoes has not increased since the previous plan was developed.

### 3.2.13 Hazardous Material Spill

Description of Hazardous Material Spill: **Hazardous Material Spill**, an accidental spill of toxic, radioactive, or other harmful material.

#### Location

A hazardous material spill occurring along railroad tracks and major highways near population centers in the County is of concern to local emergency managers. Trains and trucks can carry a variety of materials that would, in large quantity, threaten the health and safety of people and the natural environment in the vicinity of a spill.

Of particular concern is the U.S. 90/67 corridor through the City of Alpine, which is paralleled by railroad tracks.

#### Extent

The extent of a hazardous material spill depends on both the type and quantity of material spilled and the location where the spill occurs. Even small quantities of highly toxic materials can be very dangerous. If a spill occurs in a heavily populated or heavily travelled area, the impacts can be more difficult to manage than if it occurs in a remote area.

#### Previous Occurrences

The previous plan noted no record of a major spill of a hazardous material in a developed part of the County. Since the previous plan was developed, according to local officials, two hazardous material spills occurred. In 2003, there was a chlorine leak and in 2007, there was an argon leak.

#### Probability

With two hazardous material events identified in the past 10 years, the probability of a hazardous material spill in a developed part of the County is estimated to be 2/10 or 20 percent; the consequences of such a spill could be very costly.

#### Vulnerability

Residents and workers in the vicinity of a hazardous material spill as well as emergency responders who clean up a spill or direct traffic away from a spill are potentially vulnerable to negative health effects.

The natural environment in the planning area may be negatively affected by a spill.

Critical infrastructures identified in table 20 may become vulnerable if a hazardous spill would occur within the City of Alpine.

### Impact

A hazardous material spill may require temporary or long-term evacuation of an area and sheltering, as well as a medical response to treat people affected by the spill. A hazardous material spill may have long-term negative effects on the quality of the air and the safety of the soil and groundwater.

### Future Conditions

This hazard was not identified in the previous plan. Emergency preparation and emergency response actions, rather than hazard mitigation actions, are appropriate for dealing with a spill of a hazardous material.

The land in the City of Alpine along major railroad and transportation corridors has been developed for many decades, and little or no expansion of development is anticipated in the future. Future development along the corridors would primarily consist of replacement or renovation of existing structures, which puts no additional numbers of people at risk of negative health effects due to hazardous material spills. However, the potential for a hazardous material spill is increased due to recent highway expansion that has resulted in increased truck traffic.

#### **3.2.14 Hurricane/Tropical Storm**

Description: Hurricanes and tropical storms are classified as cyclones and are developed by counter-clockwise circulation of winds around a low-pressure center in the Northern Hemisphere. Latent heat from condensation of warm water is the key energy source for these storms.

### Location

The all-geographic locations of Brewster County are at risk of the effects of the inland effects of Hurricanes and tropical storms.

### Extent

The County is subject to hurricanes that penetrate inland from the Gulf of Mexico. This has been understood for over a century. In the year 1900, a Category 4 hurricane made landfall in Galveston, Texas, before traveling deep into the U.S. interior. The storm maintained tropical cyclone status as it moved into the Upper Midwest, bringing damaging winds to more than half a dozen states, including Illinois, Indiana, and even Vermont. Killing an estimated 8000 people, the 1900 Galveston hurricane remains the deadliest natural disaster in U.S. history. Were this event to recur with present-day exposures, estimates insured losses to onshore properties would reach about 38.5 billion USD. A worst case scenario for the planning area would be a Category 4 storm making inland in the western side of the Gulf of Mexico.

### Previous occurrences

Brewster County, TX is in a very low risk hurricane zone. Brewster County has been directly affected by two hurricanes since 1953. Hurricane Celia in 1970 and the most recent hurricane that directly affected

Brewster County, Allen in 1980 (SHELDUS 2021). Brewster County has also received FEMA disaster declarations for the sheltering assistance for Hurricanes Katrina and Rita in 2005.

Table 18: Previous occurrences of Hurricanes/Tropical Storms in Brewster County

State	County	Hazard	Event Name	Date	Year	Property Damage
TEXAS	Brewster	Hurricane/Tropical Storm	Hurricane Celia	7/31/1970	1970	\$4,394,236.35
TEXAS	Brewster	Hurricane/Tropical Storm	Hurricane Allen	8/9/1980	1980	\$16,729,145.15

SHELDUS 2021

### Impact

Storms can travel hundreds of miles after landfall and although it only happens in a small percentage of storms, the remnants of hurricanes can sometimes intensify after transitioning into extratropical cyclones or combining with pre-existing mid-latitude storms. Furthermore, the exposed inland properties tend to be more vulnerable compared to coastal construction that is subject to stricter building codes. For all these reasons, a robust hurricane model needs to extend far beyond coastal counties, and even coastal states, to reflect the full spatial extent of potential losses.

### Probability

Based on historical occurrences of significant hurricane events, the probability of future events with two Hurricane/Tropical Storm events identified in the past 68 years, the probability of a Hurricane/Tropical Storm event effecting the County is estimated to be 2/68 or 3 percent.

### Vulnerability

Structures in the planning area are at risk of damage due to high winds and flooding. Hurricane-force winds, 74 mph or more, can destroy homes, businesses, public/private structures to include critical infrastructures identified in table 20 and crops. Winds can stay above hurricane strength well inland. Debris, such as signs, roofing material, siding and small items left outside become flying missiles during hurricanes.

### Future Conditions

Fully understanding inland risk requires consideration of regional variations in the vulnerability of structures to the observed winds. To that end, changes in building materials and construction practices, structural aging and mitigation features, as well as other factors that affect vulnerability need to be taken into consideration. Understanding of the regional variability in building vulnerability in the area, including the fact that inland properties are relatively more vulnerable than coastal ones because they are subject to less stringent building codes. Development has not affected vulnerability for the planning area.

### **3.2.15 Disease Outbreak**

#### Description

The risk of a global influenza pandemic has increased over the last several years. This disease is capable of claiming thousands of lives and adversely affecting critical infrastructure and key resources. Pandemic has the ability to reduce the health, safety, and welfare of the essential services workforce; immobilize core infrastructure; and induce fiscal instability. Pandemic influenza is different from seasonal influenza (or "the flu") because outbreaks of seasonal flu are caused by viruses that are already among people. Pandemic influenza is caused by an influenza virus that is new to people and is likely to affect many more people than seasonal influenza. In addition, seasonal flu occurs every year, usually during the winter season, while the timing of an influenza pandemic is difficult to predict. Pandemic influenza is likely to affect more people than the seasonal flu, including young adults. A severe pandemic could change daily life for a time, including limitations on travel and public gatherings (Barry-Eaton District Health Department 2013).

#### Extent

The extent, or severity, of an outbreak can be classified as endemic, epidemic, or pandemic. An endemic outbreak is the constant presence of diseases or infectious agents within a given geographic area or population group. An epidemic occurs when there is a sudden increase in the number of cases of a disease that exceeds what is normally expected. A pandemic is a disease outbreak that has spread across regions and countries (WebMD 2014).

#### Previous occurrences

Many sources provided historical information regarding previous occurrences and losses associated with disease outbreak. With so many sources reviewed for the purpose of this HMP, loss and impact information for many events could vary depending on the source. Therefore, the accuracy of monetary figures discussed is based only on the available information identified during research for this HMP. Generally, these disasters cover a wide region of the State; therefore, they may have impacted many counties. However, not all counties were included in the disaster declarations. Therefore, the accuracy of monetary figures discussed is based only on the available information identified during research for this HMP Update.

#### Probability

It is difficult to predict the next disease outbreak. There are several factors that increase the probability of future occurrences that include population growth and increase of populations that do not have access to healthcare. Based on all available information and available data regarding mosquito populations, it is anticipated that mosquito-borne diseases will continue to be a threat.

## Impact

The entire population of Brewster County is vulnerable to a disease outbreak hazard. Healthcare providers and first responders have an increased risk of exposure due to their frequent contact with infected populations. The impact disease outbreaks have on the economy and estimated dollar losses are difficult to measure and quantify. Costs associated with the activities and programs implemented to conduct surveillance and address disease outbreaks have not been quantified in available documentation.

## Future Conditions

Historical evidence shows that all populations like the City of Alpine and Brewster County are vulnerable to disease outbreak, and the probability of future infectious disease or pandemic events is possible. Local and State public health officials maintain surveillance in hopes of identifying disease prominence and containing potential threats before they become epidemics. Of particular concern is the reduction and treatment of the COVID 19 virus. The probability of an infectious disease epidemic or pandemic in the County planning area is occasional and an event has the probability of occurring again.

## **4 Capabilities and Resources**

A review of capabilities and resources is an essential part of the planning process so that recommended mitigation actions are appropriate for each participating jurisdiction.

This section of the plan identifies the existing capabilities and resources of Brewster County and the City of Alpine that can be activated or leveraged to support actions that will mitigate the negative effects of the identified natural hazards.

For this plan, two categories of local government capabilities were reviewed:

Planning and Regulatory Mechanisms

Technical and Financial Resources

Information is based on data provided by local government officials as part of the 2021 survey, as well as a review of other local plans, policies, and regulations.

### **4.1 Planning and Regulatory Mechanisms**

Planning and regulatory mechanisms include policies, regulations, ordinances, programs, and local laws that provide the legal authority for local government to manage development and growth. The City of Alpine does have a Master Plan which outlines growth and economic development. Participating jurisdictions have, at a minimum, the following planning and regulatory capabilities:

### Comprehensive Land Use Plan

- Brewster County has developed a comprehensive land use plan that identifies locations and types of development and natural resources in the County. Texas counties do not have legal authority for land use planning. There are subdivision regulations for development of more than 10 acres.

### Emergency Operations Plan

- Brewster County has a plan for managing community resources to prepare for all hazards, for responding to needs of residents following the event, and for beginning the process of recovering from the effects of a storm.
- Texas Education Code chapter 37, Sec. 37.108. MULTHAZARD EMERGENCY OPERATIONS PLAN; SAFETY AND SECURITY AUDIT. (a) Each school district or public junior college district shall adopt and implement a multihazard emergency operations plan for use in the district's facilities. The plan must address prevention, mitigation, preparedness, response, and recovery as defined by the Texas School Safety Center in conjunction with the governor's office of homeland security and the commissioner of education or commissioner of higher education, as applicable.
- Threat and Hazard Identification (THIRA)
  - The January 2020 THIRA is an all-hazards capability-based assessment of local threats/hazards and their impacts, which may vary according to time occurrence, season, location, and other community factors.

### Zoning Code

- The City of Alpine has adopted a zoning ordinance to regulate development and land use.

### Building Code

- The City of Alpine enforces a building code, which is a set of rules specifying minimum acceptable levels of safety for construction. The main purpose of the building code is to protect the public safety, health, and general welfare.

### Building Permit Process

- The City of Alpine requires building permits to ensure that new construction and reconstruction is in compliance with zoning and building codes.

### Flood Damage Prevention Ordinance

- **Brewster County and the City of Alpine participate in the NFIP** and have adopted a Flood Damage Prevention Ordinance. This ordinance specifies standards for development in identified Special Flood Hazard Areas.
- Adoption and enforcement of floodplain management requirements, including regulating new construction in Special Flood Hazard Areas (SFHAS);
- Floodplain identification and mapping, including any local request for map updates; or

- Description of community assistance and monitoring activities.
- The City of Alpine floodplain administrator ensures compliance with Town floodplain ordinance through permit review.

Planning mechanisms are not updated regularly or frequently in Brewster County or the City of Alpine. Codes and plans can be updated at any time by elected officials of each of the participating jurisdictions with involvement of legal counsel and through a process of public involvement, which includes a formal planning hearing. Emergency managers in each participating jurisdiction meet with elected officials annually to discuss needed projects and anticipated expenditures over the next year when the annual budget is developed; these annual meetings provide opportunities for officials to recommend modifications to established plans and codes.

## **4.2 Technical and Financial Resources**

Existing resources include the technical expertise and knowledge of RGCOG and local government staff as well as financial resources and opportunities to obtain grants that will support mitigation actions.

Technical resources include the administrative abilities and knowledge that will be necessary for the implementation of mitigation actions. Technical resources are provided through the RGCOG as well as State of Texas and County and municipal government agencies or departments.

The RGCOG is a voluntary association of local units of governments who work together to address issues of common concern and to pursue opportunities that will benefit the region. In January 1967, elected officials in El Paso County formed the El Paso Council of Governments. The purpose of the Council was to further intergovernmental cooperation and coordination in the planning, development, and delivery of governmental services within El Paso County. In 1971, it became a regional organization by including the counties of Hudspeth, Culberson, Jeff Davis, Presidio, and Brewster and was renamed West Texas Council of Governments. In 1987, by vote of the membership, Doña Ana County in New Mexico joined the organization and the name was changed to the Rio Grande Council of Governments. RGCOG provides numerous social services, environmental services, GIS mapping, and training for all participating jurisdictions.

The RGCOG includes the Office of Regional Services, which provides Geographic Information Systems (GIS) mapping services, support for hazard mitigation, and emergency preparedness and response actions.

The County is served by Sul Ross State University in Alpine, which supplies venues as well as experts to present current information about hazards, protecting people and property, and reducing damage caused by hazards. The County is also served by Texas AgriLife, which is an advisory and educational agency offering practical education based on university research.

Table 16 summarizes the staff resources available to support hazard mitigation actions in each of the participating jurisdictions.

**Table 19: Technical Resources**

Jurisdiction	Building Official	Director of Public Works / Roads and Bridges	Emergency Manager	Floodplain Administrator
Brewster County		X	X	X
City of Alpine	X	X	X	X
Alpine ISD	X		X	
Marathon ISD	X		X	
San Vicente ISD	X		X	
Terlingua ISD	X		X	

The planning area has a total population of about 9,231 however, because tourism brings many visitors to the area on any given day, the population may be far greater (US Census Bureau, 2020). The 2020 U.S. Census data show that approximately 14 percent of the population lives at or below the established poverty level (US Census Bureau, 2020). Thus, the County and City can support a very limited number of hazard mitigation activities.

Financial resources are necessary for implementing mitigation actions and projects. In addition to regular operating budgets, participating jurisdictions have the opportunity to fund hazard mitigation activities, at a minimum, through:

**Community Development Block Grants (CDBG) Disaster Recovery Assistance**

- In response to disasters, Congress may appropriate additional funding as CDBG Disaster Recovery grants to rebuild the affected areas and provide money to start the recovery process.

**Hazard Mitigation Assistance Grant Program**

- The Hazard Mitigation Grant Program (HMGP) is authorized under Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act. It provides grants to states and local governments to implement long-term hazard mitigation measures after a major disaster declaration.
- For example, the Town of Alpine flood mitigation projects to reconfigure Murphy Street and install new, properly sized culverts were funded through HMGP.

**Reverse 911**

A Reverse 9-1-1 system, to alert residents of immediate danger posed by any hazard has been developed for the County and is activated at the discretion of the EMC

## 5 Risk Assessment

The Risk Assessment builds on findings related to the nature of hazards and their potential impacts. The purpose of conducting a systematic Risk Assessment is to objectively compare the hazards that can occur in the County and identify those for which taking action to reduce or eliminate exposure to damage is a top priority.

This section first describes community assets that are at risk of damage or loss due to natural hazards. The section next compares losses experienced in previous occurrences of hazards to develop an understanding of the potential for losses in the future. The section includes a presentation of specific problems faced by the community that can be addressed through hazard mitigation actions and concludes by identifying mitigation priorities.

### Change from Previous Plan

To this point in this updated plan, hazards have been discussed in the order they were discussed in the previous plan. For the remainder of this plan, hazards are presented in alphabetical order to make it easier to track the various mitigation alternatives that were proposed in the previous plan, evaluated for inclusion in this plan, and proposed for implementation in Section 6.3.

### 5.1 Community Assets

Community assets include people, components of the economy, the built environment including structures and infrastructure, and natural resources.

#### People

People are our most important asset. With a total population of 9,546 and an area of 6,182.1 square miles, the County is sparsely populated with an average density of just under 1.5 persons per square mile. The population of the County is concentrated in the City of Alpine, which has a population of about 6,035 (2020 Census Bureau).

#### Built Environment

The built environment includes housing, infrastructure, critical facilities, commercial and industrial facilities, and cultural resources. All components of the built environment are important for the normal functioning of the region.

Of particular importance to the full functioning of the planning area are critical facilities and cultural resources. The critical facilities identified below estimate an approximate value in the amount of \$38,744,951. The planning area could be crippled if two or more critical facilities are destroyed or damaged during any mentioned hazard.

**Table 20: Critical Facilities**

<b>Critical Facility Name</b>	<b>Location</b>	<b>Facility Type</b>	<b>Structure Type</b>	<b>Value</b>	<b>Vulnerable</b>
City of Alpine, City Hall	100 N 13 <sup>th</sup> , Alpine, Texas	Administration	Metal Structure	Approximately: \$1,278,049.01	Flood, wildfire, drought, extreme weather, wind, hail, lightning, earthquake, tornado and hurricane
City of Alpine Police Dept.	309 West Sul Ross Avenue, Alpine, Texas	Public Safety	Metal Structure	Approximately: \$969,192.66	Flood, wildfire, drought, extreme weather, wind, hail, lightning, earthquake, tornado and hurricane
City of Alpine Airport	2001 N Hwy 118, Alpine, Texas	Airport	Metal Structure	Approximately: \$224,961.16	Flood, wildfire, drought, extreme weather, wind, hail, lightning, earthquake, tornado and hurricane
City of Alpine Gas Corporation and Natural Gas Distribution System	309 West Sul Ross Avenue, Alpine, Texas	Utilities	Metal Structure	Approximately: \$2,641,909.88	Flood, wildfire, drought, extreme weather, wind, hail, lightning, earthquake, tornado and hurricane
City of Alpine Water and Waste Water Treatment	309 West Sul Ross Avenue, Alpine, Texas	Utilities	Metal Structure	Approximately: \$1671,246,.48	Flood, wildfire, drought, extreme weather, wind, hail, lightning, earthquake, tornado and hurricane
City of Alpine Animal Shelter	309 West Sul Ross Avenue, Alpine, Texas	Animal Shelter	Metal Structure	Approximately: \$167,124.65	Flood, wildfire, drought, extreme weather, wind, hail, lightning, earthquake, tornado and hurricane
Brewster County Courthouse	107 W. Avenue E, Alpine, Texas	Administration	Historical Structure	Approximately: \$2,984,550.95	Flood, wildfire, drought, extreme weather, wind, hail, lightning, earthquake, tornado and hurricane
Brewster County Sheriff's Office	201 W Avenue E, Alpine, Texas	Public Safety	Metal Structure	Approximately: \$2,984,550-95	Flood, wildfire, drought, extreme weather, wind, hail, lightning, earthquake, tornado and hurricane
Brewster County Fire/EMS	109 NE 2 <sup>nd</sup> St, Marathon, Texas	Public Safety	Metal Structure	Approximately: \$253,250.66	Flood, wildfire, drought, extreme weather, wind, hail, lightning, earthquake, tornado and hurricane
Jake Brisbin Jr. EOC/Fire station	208 E. Holland, Alpine, Texas	Emergency Operations Center	Metal Structure	Approximately: \$1,585,051.38	Flood, wildfire, drought, extreme weather, wind, hail, lightning, earthquake, tornado and hurricane
Marathon Community Center	202 N. Ave D, Marathon, Marathon, Texas	Shelter	Metal Structure	Approximately: \$367,738.85	Flood, wildfire, drought, extreme weather, wind, hail, lightning, earthquake, tornado and hurricane
Terlingua Community Center	53604 State HWY 118, Terlingua, Texas	Shelter	Metal Structure	Approximately: \$184,418.71	Flood, wildfire, drought, extreme weather, wind, hail, lightning, earthquake, tornado and hurricane
Sul Ross State University	East Highway 90, Alpine, Texas	Shelter	Metal Structure	Approximately: \$27,853,750.00	Flood, wildfire, drought, extreme weather, wind, hail, lightning, earthquake, tornado and hurricane
Big Bend Regional Medical Hospital District	2600 Texas 118, Alpine, Texas	Medical Services	Metal Structure	Approximately: \$8,913,314.53	Flood, wildfire, drought, extreme weather, wind, hail, lightning, earthquake, tornado and hurricane

Terlingua Emergency Response Center	23250 FM 170, Terlingua, Texas 79852	Public Safety	Metal Structure	Approximately: \$1,376,971.17	Flood, wildfire, drought, extreme weather, wind, hail, lightning, earthquake, tornado and hurricane
Terlingua CSD High School complex	550 Roadrunner Circle, Terlingua, Texas	Shelter	Metal Structure	Approximately: \$4,902,446.67	Flood, wildfire, drought, extreme weather, wind, hail, lightning, earthquake, tornado and hurricane
Marathon ISD High School Complex	109 N. 5 <sup>th</sup> St., Marathon, Texas	Shelter	Metal Structure	Approximately: \$6,644,875.99	Flood, drought, extreme weather, wind, hail, lightning, earthquake, tornado and hurricane
Alpine ISD Administrative Building	704 W. Sul Ross Ave., Alpine, Texas	Shelter	Metal Structure	Approximately: \$44,337,151.36	Flood, drought, extreme weather, wind, hail, lightning, earthquake, tornado and hurricane
San Vicente ISD School Complex	195 Escuela Vista Dr., Big Bend National Park, San Vicente, Texas	Shelter	Metal Structure	Approximately: \$5,013,675.00	Flood, wildfire, drought, extreme weather, wind, hail, lightning, earthquake, tornado and hurricane

## 5.2 Potential Losses

### People

To estimate the number of people vulnerable to injury or loss of life by each hazard in the future, the total number injured or killed by each hazard is used. The data show that three people have been harmed in the past by floods, hail, or tornadoes, and that there was one fatality due to lightning.

### Economic

Brewster County’s economy is dependent upon the major employers below. In the event of an all-hazards incident, Brewster County could suffer a major economic loss if businesses and governmental agencies closed due to the disaster.

**Table 21: Economic Loss**

Industries	People in Workforce
Educational Services	819
Health Care & Social Services	386
Retail Trade	638
Accommodation & Food Services	440
Arts, Entertainment and Recreation	122

Public Administration	453
Construction	257
Finance & Insurance	142
Real Estate & Rental & Leasing	72
Agriculture, Forestry, Fishing & Hunting	182
Mining, Quarrying, Oil & Gas Extraction	25
Transportation & Warehousing	125
Utilities	77
Other Services, Except Public Administration	194
Professional, Scientific, & Technical Services	137
Administrative & Support & Waste Management	54
Information	190
Manufacturing	108
Wholesale Trade	74

### Built Environment

This plan does not provide a prediction of future losses. Rather, the plan compares losses due to identified hazards in the past as one step in the process of determining how best to utilize limited community resources to mitigate the potential for future damages. Estimates of the greatest previous losses identified in either the NCDC or SHELDUS databases from a single occurrence of a hazard have been converted to 2021 dollars using the Inflation Calculator provided by the U.S. Bureau of Labor Statistics and displayed in Table 17. Data used to develop the plan are considered to be the best available data on losses, but have not been independently verified as part of the planning process. The NCDC and SHELDUS loss estimation methodologies are assumed to be based on public expenditures and publicly available information and not to reflect insurance payments made to private property owners.

**Table 22: Estimates of Greatest Previous Loss**

<b>Hazard</b>	<b>Greatest Single Amount of Damage to Structures and Infrastructure in 2020 Dollars</b>
Drought	\$1,036,894.43
Earthquake	\$0
Extreme heat / cold	\$1,622,554.96
Flooding	\$16,851,426.77
Hail	\$5,101,466.17
Hurricane/Tropical Storm	\$16,729,145.15
Hazardous material spill	\$0
Lightning	\$0
Tornado	\$250,000.00
Wildfire	\$1,440,137.56
Wind	\$491,549.03

## Natural Resources

As natural hazards are a normal environmental condition, no long-term negative effects are expected for natural resources. Natural resources will recover from damage caused by a natural hazard, even if with slightly altered characteristics such as with younger plants or a different slope.

### 5.3 Summary Statements

Because of the identified hazards, the residents, structures, and infrastructure of the planning area are vulnerable to losses. The key problems or issues that have been identified in association with each hazard are summarized in Table 20.

**Table 23: Problems Associated with Each Hazard**

<b>Hazard</b>	<b>Summary of Problems</b>
Drought	Drought is not likely to cause damage to structures or infrastructure.
Disease	The most hazardous disease threat is the occurrence of an epidemic, which is a disease that affects numerous people, animals, or plants at one time
Earthquake	Earthquakes of the magnitude anticipated in the planning area are not likely to cause damage to structures or infrastructure.
Extreme heat / cold	Extreme heat is not expected to cause damage to the built environment. Extreme cold may lead to water pipes freezing and bursting.
Flooding	Developed portions of the County near and in the City of Alpine are prone to flooding, as are more undeveloped parts of the County.
Hail	Hail may cause damage to vehicles and roofs.
Hazardous material spill	Hazardous material spills may cause damage to railroads or highways and will likely necessitate an emergency response.
Hurricane / Tropical Storm	Can be dangerous to people and property, due to high winds and heavy rainfall
Ice	Ice may cause road hazards and may need treatment prior and during the event. Special populations to include tourists may require additional assistance.
Lightning	Lightning may cause electrical equipment and electrical infrastructure to fail.
Snow	Snow may cause concern for the elderly and younger population.
Tornado	A tornado may cause damage to roofs, mobile homes, doors, windows, trees and farms and crops
Wildfire	Wildfire can spread rapidly in all sections of the County and cause extensive damage.
Wind	Wind may cause damage to roofs and improperly anchored manufactured homes.

### 5.4 Prioritization of Actions

As a result of the Risk Assessment, hazards were grouped into two categories: 1) Hazards that have a high probability of occurrence and/or the potential to result in costly damage, and 2) hazards for which

there is no history of extensive damage in the planning area or the probability of occurrence in any given year is less than 30 percent. The first category should be addressed as soon as possible, and the second should be addressed when opportunities arise or funding is available.

The hazards that should be addressed as soon as resources permit are:

- Wildfire
- Hail
- Flooding and Flash Flooding
- Wind
- Extreme Heat / Cold

Hazards that should be addressed when opportunities arise are:

- Disease
- Drought
- Earthquake
- Hazardous Material Spill
- Hurricanes/Tropical Storms
- Ice
- Lightning
- Snow
- Tornado

The Planning area will consider actions that reduce risk to existing and future development. The identified actions in the final action plan have been analyzed for technical feasibility, political acceptance, lack of funding and by estimated benefit-cost review (BCA), including qualitative and quantitative benefits. Evaluation(s) criteria include analyze of life safety, property protection, technical, and political alternatives.

## **6 Mitigation Strategy**

The purpose of examining the characteristics and potential impacts of hazards in the planning area is to determine a reasonable course of action that will reduce the potential for loss, injury, damage, and interruption of business when a hazard occurs in the future.

In this section of this updated plan, a strategy for mitigating the potential effects of hazards is presented. It begins by identifying the goals of the participating jurisdictions and presenting alternative courses of actions that were considered during the planning process, and concludes with a proposed

action plan. By adopting this updated plan, participating jurisdictions make a commitment to implement the proposed action plan as resources permit.

## **6.1 Goals**

As in the previous plan, the goals of this plan are for each participating jurisdiction to:

A. Reduce the impact of natural hazards on public and private property

Mitigation actions that will reduce the negative impacts of natural hazards include construction projects and strengthening of ordinances that affect the location and components of the built environment.

B. Improve community safety

Mitigation actions that will improve safety include outreach programs to increase awareness of hazards and of emergency preparedness.

These goals are consistent with the vision of the RGCOG Regional Services Division to “create a prosperous, safe, healthy, and economically viable region.” Priorities of participating jurisdictions have not changed since the previous plan was approved and adopted.

At this time, all jurisdictions could improve their hazard mitigation capabilities through the following efforts: budgeting for mitigation actions and support, passing policies and procedures to implement mitigation actions, adopting and implementing stricter mitigation regulations, approving the hiring and training of staff for mitigation activities, and approving mitigation updates and additions to existing plans as new needs are recognized. The participating jurisdictions could further improve their capabilities by creating and adopting regularly updated comprehensive plans.

As the County works toward realizing each of these mitigation goals, it will become more resilient or safer, healthier, and more economically viable, as the population will suffer fewer injuries and public, nonprofit, and private sector businesses will be better able to resume normal functioning after a natural hazard occurs.

### Changes from Previous Plan

Goals and priorities for protecting people and property from damage have not changed from the previous plan. A few changes have been made in the presentation.

The RGCOG and the Planning Team eliminated one goal statement from the updated plan. A goal of the previous plan was to “Build capacity for hazard mitigation through technical and financial assistance.” It was decided that this statement is an implementation strategy rather than a goal.

The two goal statements were slightly reworded by changing the term “natural disasters” to “natural hazards,” adding a reference to public property, and removing a reference to health because hazard mitigation actions do not generally improve public health by reducing the incidents of disease. Public health issues and needs in the County are addressed by the Texas Department of State Health Services.

Objectives listed in the previous plan were eliminated because they were a restatement of the goals and did not add new information or a better structure to the plan.

## 6.2 Alternatives

Based on the results of the Risk Assessment and the statements of problems, a variety of mitigation actions were considered during the planning process. Mitigation actions are designed to reduce or eliminate the potential for injuries, fatalities, or property damage. Mitigation actions include modification of plans and regulations, structure and infrastructure projects, natural systems protection, and public education programs.

Alternatives include actions recommended in the previous plan, actions suggested by responses to problem statements, and ongoing actions identified in the review of existing planning documents.

Figure 4 explains the three-stage process used to develop the mitigation action plan:

First, a comprehensive range of mitigation alternatives were identified. These include actions from the previous plan as well as new alternatives. Alternatives are listed in Section 6.2.1.

Second, the ongoing, previously deferred, and new alternatives were evaluated; the results of the evaluation are presented in Section 6.2.2.

Third, the alternatives that were determined to be feasible and appropriate for the participating jurisdictions are listed in an Action Plan, which briefly outlines how the actions will be initiated. The Action Plan is presented in Section 6.3.

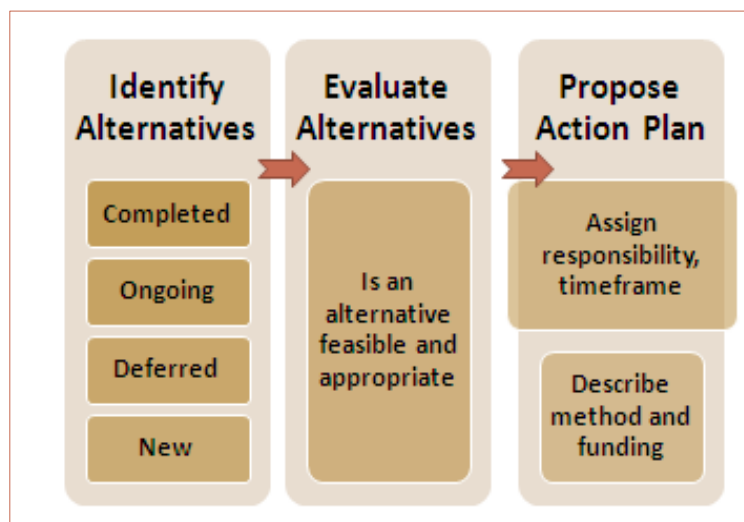


Figure 4: Process for Developing the Action Plan

### 6.2.1 Range of Alternatives

Table 21 shows the status of previously recommended mitigation, preparedness, and response actions.

**Table 24: Actions Recommended in Previous Plan**

<b>Hazard</b>	<b>Alternative</b>	<b>Jurisdiction</b>	<b>Evaluation of Alternative</b>
Drought	Conduct annual inspection of water systems in public buildings to check for leaks and make needed repairs to reduce water supply losses	Brewster County; City of Alpine	• Ongoing
Drought	Provide public education about implementing water conservation measures by including water conservation suggestions inserts in the water bills	Brewster County; City of Alpine	• Ongoing
Earthquake	Meet with representatives of utility companies to encourage use of flexible piping when extending or providing new water, sewer, or natural gas service	Brewster County; City of Alpine	• Deferred
Earthquake	Disseminate and improve data on seismic hazards through the assistance of Sul Ross University and the University at Texas at El Paso (Geological Sciences)	Brewster County; City of Alpine	• Ongoing
Extreme heat	Evaluate building code and update as appropriate so that new buildings conserve consumption of energy for cooling with insulation	Brewster County; City of Alpine	• Deferred
Extreme heat	Inspect insulation in buildings. Replace worn insulation and/or increase amount of insulation to improve ability of structures to prevent loss of cooling	Brewster County; City of Alpine	• Ongoing
Extreme cold	Inspect pipes in public buildings and replace damaged pipes and/or install insulation to prevent freezing	Brewster County; City of Alpine	• Ongoing
Extreme cold	Conduct campaign each fall by inserting pamphlets in the gas and electric monthly statements each fall in order to reach low income population with information about contacting a community service organization for heating assistance	Brewster County; City of Alpine	• Ongoing
Wildfire	Purchase two mobile water tank trucks and stage them in the unincorporated areas of Brewster County providing water accessibility to VFD if no water source is available	Brewster County	• completed
Flooding	Develop, adopt, and enforce the building codes for new subdivisions that will require elevation data collection during platting	Alpine	• Deferred
Flooding	Acquire easements for temporary water retention and drainage	Alpine	• Deferred

Hazard	Alternative	Jurisdiction	Evaluation of Alternative
Hail	Reinforce roof shingles/ tiles at existing critical facilities (this is a requirement for new construction)	Brewster County	<ul style="list-style-type: none"> <li>• Ongoing</li> </ul>
Hail	Inspect public buildings and replace deteriorated roofing in order to resist hail impact/penetration through the strengthening of roof sheathing in public buildings	Brewster County; City of Alpine	<ul style="list-style-type: none"> <li>• Ongoing</li> </ul>
Lightning	Install surge protection for new and existing major public utility electrical equipment	Brewster County	<ul style="list-style-type: none"> <li>• Ongoing</li> </ul>
Lightning	Install adequate surge protection for major electrical equipment in new and existing public buildings	Brewster County	<ul style="list-style-type: none"> <li>• Ongoing</li> </ul>
Tornado and wind	Assess the vulnerability of public buildings and retrofit infrastructure to reduce possibility of damage due severe winds events or tornado	Brewster County	<ul style="list-style-type: none"> <li>• Ongoing</li> </ul>
Tornado and wind	Anchor roof mounted air conditioning units on mobile homes, thus reducing damage caused by severe winds or tornado	City of Alpine	<ul style="list-style-type: none"> <li>• Ongoing</li> </ul>
Wildfire	Provide public education about how to monitor current conditions and to reduce the potential for damage on private property	Brewster County	<ul style="list-style-type: none"> <li>• Ongoing</li> </ul>

Hazard	Alternative	Jurisdiction	Evaluation of Alternative
Hazardous material spill	Provide public education about reacting to messages from emergency managers about protecting people from the effects of hazardous materials or about using alternative roadways when necessary	Brewster County	• Deferred
Hazardous material spill	Prepared for and include a provision for the continuation of emergency response preparation in the Emergency Operations Plan and by attending training exercises offered by the State in response to a hazardous material spill	Brewster County	• Ongoing
Snow	Public Outreach: Conduct/implement a “blanket drive” aimed towards the vulnerable populations during the wintry conditions	Brewster County: City Alpine	• Ongoing
Snow	Heating Centers: Activate area shelters to ensure that the vulnerable population do not freeze or remain in cold homes	Brewster County: City of Alpine	• Ongoing
Ice	Wrapping of pipes	Brewster County: City of Alpine	• Ongoing
Ice	Critical Infrastructures: Supplying critical infrastructures with generators	Critical infrastructures in Brewster County; City Alpine	• New

New alternatives suggested by the Risk Assessment are listed in Table 25.

Table 25: New Mitigation Alternatives

Hazard	New Mitigation Action for Evaluation
All	Conduct Countywide education campaign to raise awareness on emergency alert systems available in the county to include Emergency Alert System(EAS), NOAA weather radios and Integrated Public Alert & Warning System (IPAWS)
All	Increase the capacity of residents to receive early warning from the National Weather Service. This would be accomplished by purchasing and distributing NOAA All Hazard Radios to each household.
flooding	Conduct a countywide education campaign to raise awareness of dams, drainage and flooding conditions and provide recommendations for ways to mitigate water run-off
Disease	Develop and implement multi agency plans and resource stockpiles related to outbreaks of communicable illnesses and vector control

Hazard	New Mitigation Action for Evaluation
All	Conduct Countywide education campaign to raise awareness on emergency alert systems available in the county to include Emergency Alert System(EAS), NOAA weather radios and Integrated Public Alert & Warning System (IPAWS)
All	Increase the capacity of residents to receive early warning from the National Weather Service. This would be accomplished by purchasing and distributing NOAA All Hazard Radios to each household.
Disease	Conduct a large-scale public education program on the home care and treatment of individuals and family members during a pandemic.
Earthquake	Provide public education on the benefits of anchoring objects and utilities within structures to prevent falling
Ice/Snow	Purchase one ton truck with plow attachment, Auger attachment for sanding and de-icing roads and portable radios for coordinated communication
Tornado	Update building code regarding securing roofs and anchoring manufactured homes.
Wildfire	Pursue Fire wise Certification

**6.2.2 Evaluation of Alternatives**

The alternatives were evaluated by RGCOG and the Planning Team for suitability in the planning area **using a number of criteria to examine the relative costs and benefits of each action. Monetary and non-monetary costs and benefits were considered.** Actions proposed in the Action Plan were further clarified based on State of Texas and FEMA Region VI comments on the initial draft of the plan. Alternatives were reviewed relative to:

Technical benefits by asking the question: Will this action solve a problem?

Social costs by asking the questions: Will the public support this action? Will this action have any negative effects on a portion of the population?

Administrative costs by asking the question: Does our local government have the capacity to implement this action?

Political feasibility by asking the question: Do our elected leaders support the use of community resources to implement this action?

Legal feasibility by asking the question: Do any statutes or existing policies prohibit the implementation of this action?

Economic costs and benefits by asking the questions: Is it possible for our community to fund this action or to secure outside sources of funding? Will this action save the community money in the long run?

Environmental costs and benefits by asking the questions: Will this action have negative consequences on the natural environment? Will this action have beneficial impacts on the natural environment?

Many actions were acceptable or feasible relative to many of these criteria. Table 26 summarizes the key findings about the alternatives based on the evaluation of relative costs and benefits. Mitigation actions that have been completed were not evaluated and are not proposed in the Action Plan in Section 6.3.

**Table 26: Evaluation of Alternatives**

<b>Hazard</b>	<b>Alternative</b>	<b>Status of Alternative</b>	<b>Jurisdiction</b>	<b>Evaluation of Alternative</b>
All hazards	Conduct Countywide education campaign to raise awareness on emergency alert systems available in the county to include Emergency Alert System(EAS), NOAA weather radios and Integrated Public Alert & Warning System (IPAWS)	New alternative	Brewster County; City Alpine; Alpine ISD; Marathon ISD; San Vicente ISD and Terlingua ISD	Low cost, feasible action; include in the plan.
All hazards	Increase the capacity of residents and schools to receive early warning from the National Weather Service. This would be accomplished by purchasing and distributing NOAA All Hazard Radios to each household and school.	New alternative	Brewster County; City Alpine; Alpine ISD; Marathon ISD; San Vicente ISD and Terlingua ISD	Action is effective and should be in the updated plan
Earthquake	Provide public education on the benefits of anchoring objects and utilities within structures to prevent falling	Yearly-Ongoing	Brewster County; City of Alpine	Low cost, feasible action; include in the plan.

Hazard	Alternative	Status of Alternative	Jurisdiction	Evaluation of Alternative
Earthquake	Provide public education on earthquake awareness	Yearly-Ongoing	Brewster County; City Alpine; Alpine ISD; Marathon ISD; San Vicente ISD and Terlingua ISD	Low cost, feasible action; include in the plan
Extreme heat/ cold	Provide public education on the importance of maintaining hydrated.	Yearly-Ongoing	Brewster County; City Alpine; Alpine ISD; Marathon ISD; San Vicente ISD and Terlingua ISD	Low cost, feasible action; include in the plan
Extreme heat / cold	Provide public education on the ‘ benefits of insulating water pipes to prevent freezing	Yearly-Ongoing	Brewster County; City Alpine; Alpine ISD; Marathon ISD; San Vicente ISD and Terlingua ISD	Low cost, feasible action; include in the plan
Extreme heat / cold	Provide public education on “Being Winter Weather Ready”	Yearly-Ongoing	Brewster County; City Alpine; Alpine ISD; Marathon ISD; San Vicente ISD and Terlingua ISD	Low cost, feasible action; include in the plan
Flooding	Maintain arroyos by removing debris to ensure water will flow freely; with annual	Ongoing	Brewster County	Action is effective and should be in the updated plan

Hazard	Alternative	Status of Alternative	Jurisdiction	Evaluation of Alternative
	maintenance of the arroyos			
Hail	Inspect roof shingles/ tiles at existing critical facilities (this is a requirement for new construction)	Ongoing	Brewster County; City Alpine; Alpine ISD; Marathon ISD; San Vicente ISD and Terlingua ISD	Action will be effective and should be included in updated plan
Lightning	Install surge protection at critical facilities	Ongoing	Brewster County; City Alpine; Alpine ISD; Marathon ISD; San Vicente ISD and Terlingua ISD	Action should be in the updated plan, as it will be effective
Lightning	Retrofit major public utility electrical equipment with adequate surge protectors	Deferred	Brewster County; City Alpine; Alpine ISD; Marathon ISD; San Vicente ISD and Terlingua ISD	Action would entail some cost but would be effective; include in the plan
Tornado, hail	Install safe rooms in public schools	Deferred	Brewster County; City Alpine; Alpine ISD; Marathon ISD; San Vicente ISD and Terlingua ISD	Not high cost; feasible and effective; include in plan
Tornado	Update building code regarding securing roofs and	Deferred	City of Alpine	Low cost, feasible action; include in the plan

Hazard	Alternative	Status of Alternative	Jurisdiction	Evaluation of Alternative
	anchoring manufactured homes.			
Wildfire	Provide education to local officials and volunteer firefighters on how to prepare a firebreak to limit the spread of wildfire	New alternative	Brewster County	Low cost, feasible action; include in the plan
Wind	Update building code regarding securing roofs and anchoring manufactured homes.	Deferred	City of Alpine	Low cost, feasible action; include in the plan

State of Texas and FEMA Region VI comments on the initial draft of this plan led to further refinements and clarification of actions included in the plan.

### 6.3 Action Plan

The Action Plan summarizes how recommended actions will be implemented over the next 5 years. Four different types of actions are recommended for implementation. These are:

- Mitigation actions that will eliminate or ameliorate the negative effects of natural hazards
- Actions to integrate mitigation with other plans
- Actions to continue to involve the public in achieving hazard mitigation goals
- Actions to maintain the plan so that it continues to be relevant to the participating jurisdictions

#### 6.3.1 Mitigation Actions

After evaluating the alternatives, 33 mitigation actions are proposed. Due to new capital improvements within the planning area the below actions are being implemented with new developments in the County. These actions and the strategies for implementing them are listed in Table 27.

**Table 27: Mitigation Actions**

Number	Hazard	Action	Jurisdiction	Implementation Strategy
1	All Hazards	Conduct Countywide education campaign to raise awareness on emergency alert systems available in the county to include Emergency Alert System(EAS), NOAA weather radios and Integrated Public Alert & Warning System (IPAWS)	Brewster County; City Alpine; Alpine ISD; Marathon ISD; San Vicente ISD and Terlingua ISD	<ul style="list-style-type: none"> <li>Responsibility: Brewster County / City of Alpine Emergency Management Coordinator and school superintendents</li> <li>Timeframe: 2022-2027</li> <li>Method: Distribute information about through print, radio, and television</li> <li>Funding: Grants, annual operating budgets, \$5,000</li> </ul>
2	All Hazard	Increase the capacity of residents and schools to receive early warning from the National Weather Service. This would be accomplished by purchasing and distributing NOAA All Hazard Radios to each household.	Brewster County; City Alpine; Alpine ISD; Marathon ISD; San Vicente ISD and Terlingua ISD	<ul style="list-style-type: none"> <li>Responsibility: Brewster County / City of Alpine Emergency Management Coordinator and school superintendents</li> <li>Timeframe: 2022-2027</li> <li>Method: Distribute information about through print, radio, and television</li> <li>Funding: Grants, annual operating budgets, \$10,000</li> </ul>
3	flooding	Conduct a countywide education campaign to raise awareness of dams, drainage and flooding conditions and provide recommendations for ways to mitigate water run-off	Brewster County; City Alpine; Alpine ISD; Marathon ISD; San Vicente ISD and Terlingua ISD	<ul style="list-style-type: none"> <li>Responsibility: Brewster County / City of Alpine Emergency Management Coordinator and school superintendents</li> <li>Timeframe: 2022-2027</li> <li>Method: Distribute information about through print, radio, and television</li> <li>Funding: Grants, annual operating budgets, \$10,000</li> </ul>
4	Disease	Develop and implement multi agency plans and resource stockpiles related to outbreaks of communicable illnesses and vector control	Brewster County; City Alpine; Alpine ISD; Marathon ISD; San Vicente ISD and Terlingua ISD	<ul style="list-style-type: none"> <li>Responsibility: EMC, Brewster County staff, City of Alpine staff, School nurses and medical providers. Timeframe: 2022-2027</li> <li>Method: Distribute information about through print, radio, and television</li> <li>Funding: Grants, annual operating budgets, \$10,000</li> </ul>

5	Disease	Conduct a large-scale public education program on the home care and treatment of individuals and family members during a pandemic.	Brewster County; City Alpine; Alpine ISD; Marathon ISD; San Vicente ISD and Terlingua ISD	<ul style="list-style-type: none"> <li>• Responsibility: Brewster County, City of Alpine, School nurses and medical providers. Timeframe: 2022-2027</li> <li>• Method: Distribute information about through print, radio, and television</li> <li>• Funding: Grants, annual operating budgets, \$10,000</li> </ul>
6	Drought	Conduct annual inspection of water systems in public buildings to check for leaks and make needed repairs to reduce water supply losses	Brewster County; City Alpine; Alpine ISD; Marathon ISD; San Vicente ISD and Terlingua ISD	<ul style="list-style-type: none"> <li>• Responsibility: Brewster County, City of Alpine Engineers, School staff</li> <li>• Timeframe: Each April</li> <li>• Method: Inspect water pumps and pipes in public buildings; if leaks are identified, take action to repair promptly</li> <li>• Funding: Annual operating budget-Estimated cost: \$2,500 per jurisdiction</li> </ul>
7	Drought	Provide public education about implementing water conservation measures by including water conservation suggestions inserts in the water bills	Brewster County; City Alpine; Alpine ISD; Marathon ISD; San Vicente ISD and Terlingua ISD	<ul style="list-style-type: none"> <li>• Responsibility: Brewster County / City of Alpine Emergency Management Coordinator and school superintendents</li> <li>• Timeframe: Ongoing</li> <li>• Method: Distribute information about water conservation through print, radio, and television</li> <li>• Funding: Annual operating budgets, \$2,000</li> </ul>
8	Earthquake	Meet with representatives of utility companies to encourage use of flexible piping when extending or providing new water, sewer, or natural gas service	Brewster County; City of Alpine	<ul style="list-style-type: none"> <li>• Responsibility: Brewster County Emergency Manager; City of Alpine Building Official</li> <li>• Timeframe: 2021-2027</li> <li>• Method: Meet with utility company leaders</li> <li>• Funding: Annual budget, \$2,000</li> </ul>

9	Earthquake	Provide public education on the benefits of anchoring objects and utilities within structures to prevent falling	Brewster County; City Alpine; Alpine ISD; Marathon ISD; San Vicente ISD and Terlingua ISD	<ul style="list-style-type: none"> <li>• Responsibility: Brewster County Emergency Manager and school superintendents</li> <li>• Timeframe: 2022-2027</li> <li>• Method: Research</li> <li>• Funding: Grants and operating budgets</li> </ul>
10	Earthquake	Disseminate and improve data on seismic hazards through the county with the assistance of Sul Ross University and the University at Texas at El Paso (Geological Sciences)	Brewster County; City of Alpine	<ul style="list-style-type: none"> <li>• Responsibility: Brewster County Emergency Manager</li> <li>• Timeframe: 2022-2027</li> <li>• Method: Research</li> <li>• Funding: Grants and operating budgets</li> </ul>
11	Extreme heat	Evaluate building code and update as appropriate so that new buildings conserve consumption of energy for cooling with insulation	Brewster County; City of Alpine	<ul style="list-style-type: none"> <li>• Responsibility: Brewster County Administrator, Mayor of City of Alpine</li> <li>• Timeframe: 2022-2027</li> <li>• Method: Compare existing building codes to recommended codes; work with County/City Attorney to modify as needed</li> <li>• Funding: Operating budgets- Estimated cost: \$5,000</li> </ul>
12	Extreme heat	Inspect insulation in buildings  Replace worn insulation and/or increase amount of insulation to improve ability of structures to prevent loss of cooling	Brewster County; City Alpine; Alpine ISD; Marathon ISD; San Vicente ISD and Terlingua ISD	<ul style="list-style-type: none"> <li>• Responsibility: Brewster County, City of Alpine and school district maintenance personnel</li> <li>• Timeframe: Each April</li> <li>• Method: Inspect attics for content and quality of insulation; if insulation needs to be replaced or increased, take action to install promptly</li> <li>• Funding: Annual operating budget Estimated cost: \$1,500 per jurisdiction</li> </ul>
13	Extreme cold	Inspect pipes in public buildings and replace damaged pipes	Brewster County; City Alpine; Alpine	<ul style="list-style-type: none"> <li>• Responsibility: Brewster County, City of Alpine</li> </ul>

		and/or install insulation to prevent freezing	ISD; Marathon ISD; San Vicente ISD and Terlingua ISD	<p>Engineer and school district maintenance personnel</p> <ul style="list-style-type: none"> <li>• Timeframe: Each April</li> <li>• Method: Inspect water pipes for exposure to cold temperatures; if insulation needs to be replaced or installed, take action to install promptly</li> <li>• Funding: Annual operating budget Estimated cost: \$1,500 per jurisdiction</li> </ul>
14	Extreme cold	Conduct campaign each fall by inserting pamphlets in the gas and electric monthly statements each fall in order to reach low income population with information about contacting a community service organization for heating assistance	Brewster County; City of Alpine	<ul style="list-style-type: none"> <li>• Responsibility: Brewster County Emergency Manager; City of Alpine Building Official</li> <li>• Timeframe: 2022-2027</li> <li>• Method: Send postcard and/or use other methods to publicize availability of financial assistance for heating</li> <li>• Funding: Annual operating budget-Estimated cost: \$1,500 for the City and County</li> </ul>
15	Flooding Hurricane / Tropical Storm	Conduct public awareness campaign on the dangers of flooding / flash floods to homes and roads	Brewster County; City Alpine; Alpine ISD; Marathon ISD; San Vicente ISD and Terlingua ISD	<ul style="list-style-type: none"> <li>• Responsibility: Brewster County Floodplain Manager; City of Alpine Floodplain Manager and school superintendents</li> <li>• Timeframe: 2022-2027</li> <li>• Method: Work with National Weather Service implementing the turnaround don't drown program</li> <li>• Funding: Annual budget</li> </ul>
16	Flooding	Acquire easements for temporary water retention and drainage	City of Alpine	<ul style="list-style-type: none"> <li>• Responsibility: City of Alpine Floodplain Manager &amp; Emergency Management Department and government officials</li> <li>• Timeframe: 2022-2027</li> <li>• Method: Work with State of Texas and land owners</li> </ul>

				<ul style="list-style-type: none"> <li>• Funding: State and/or Federal funding-Estimated cost: \$5,000</li> </ul>
17	Hail	Reinforce roof shingles/ tiles at existing critical facilities	Brewster County; City Alpine; Alpine ISD; Marathon ISD; San Vicente ISD and Terlingua ISD	<ul style="list-style-type: none"> <li>• Responsibility: Brewster County, City of Alpine and school district maintenance personnel</li> <li>• Timeframe: 2022-2027</li> <li>• Method: Inspect critical facilities and determine needed modifications</li> <li>• Funding: Seek HMGP funding through the State of Texas</li> </ul>
18	Hail	Inspect public buildings and replace deteriorated roofing in order to resist hail impact/penetration through the strengthening of roof sheathing in public buildings	Brewster County; City Alpine; Alpine ISD; Marathon ISD; San Vicente ISD and Terlingua ISD	<ul style="list-style-type: none"> <li>• Responsibility: Brewster County, City of Alpine and school district maintenance personnel</li> <li>• Timeframe: As funds come available</li> <li>• Method: Improve attics for content and quality of insulation; if insulation needs to be replaced or increased, take action to install promptly</li> <li>• Funding: Annual operating budget-Estimated cost \$25,000</li> </ul>
19	Ice and Snow	Purchase one ton truck with plow attachment, Auger attachment for sanding and de-icing roads and portable radios for coordinated communication	Brewster County, City of Alpine	<ul style="list-style-type: none"> <li>• Responsibility: Responsibility: Brewster County road and bridge, City of Alpine public works</li> <li>• Timeframe: As funds come available</li> <li>• Method: Coordinating with Texas Department of Transportation implement a plan to clear city roads as TXDOT clears major highways</li> <li>• Funding: Grants and annual operating budget-Estimated cost \$125,000</li> </ul>
20	Lightning	Install surge protection for new and existing major	Brewster County; City Alpine; Alpine	<ul style="list-style-type: none"> <li>• Responsibility: Brewster County and City of Alpine and</li> </ul>

		public utility electrical equipment	ISD; Marathon ISD; San Vicente ISD and Terlingua ISD	<p>Emergency Managers, school superintendents and TDEM</p> <ul style="list-style-type: none"> <li>• Timeframe: 2022-2027</li> <li>• Method: Work through State of Texas and First Responders in assisting to protect public utility electrical equipment</li> </ul> <p>Funding: State Homeland Security Grant Program budget-Estimated cost: \$15,000</p>
21	Lightning	Install adequate surge protection for major electrical equipment in new and existing public buildings	Brewster County; City Alpine; Alpine ISD; Marathon ISD; San Vicente ISD and Terlingua ISD	<ul style="list-style-type: none"> <li>• Responsibility: Brewster County and City of Alpine, Emergency Managers, superintendents and TDEM</li> <li>• Timeframe: 2022-2027</li> <li>• Method: Work through State of Texas to obtain information about feasible approaches and distribute information to local utility providers</li> <li>• Funding: Annual operating budget-Estimated cost: \$10,000</li> </ul>
22	Tornado and wind	Review and update building code regarding securing roofs and anchoring manufactured homes.	Brewster County; City Alpine; Alpine ISD; Marathon ISD; San Vicente ISD and Terlingua ISD	<ul style="list-style-type: none"> <li>• Responsibility: City of Alpine Governing body &amp; City of Alpine Engineer, school superintendents</li> <li>• Timeframe: 2022-2027</li> <li>• Method: Work with legal counsel to draft and adopt regulation requiring anchoring of mobile/manufactured homes</li> <li>• Funding: Annual operating budget: Estimated cost: \$2,500</li> </ul>
23	Tornado, wind, Hurricane / Tropical Storm	Assess the vulnerability of public portable buildings and retrofit infrastructure to	Brewster County; City Alpine; Alpine ISD; Marathon ISD; San Vicente ISD and Terlingua ISD	<ul style="list-style-type: none"> <li>• Responsibility Brewster County, City of Alpine and school district maintenance personnel</li> <li>• Timeframe: 2022-2027</li> <li>• Method: Inspect critical facilities and determine</li> </ul>

		reduce possibility of damage		<p>needed modifications (tie downs)</p> <ul style="list-style-type: none"> <li>• Funding: Seek HMGP funding through State of Texas</li> </ul>
24	Tornado and wind	Anchor roof mounted air conditioning units on mobile homes, thus reducing damage caused by severe winds or tornado	Brewster County; City Alpine; Alpine ISD; Marathon ISD; San Vicente ISD and Terlingua ISD	<ul style="list-style-type: none"> <li>• Responsibility Brewster County, City of Alpine and school district maintenance personnel</li> <li>• Timeframe: 2022-2027</li> <li>• Method: Work with legal counsel to draft and adopt regulation requiring anchoring of mobile homes</li> <li>• Funding: Annual operating budget: Estimated cost: \$2,500</li> </ul>

25	Hazardous material spill	Provide public education about reacting to messages from emergency managers about protecting people from the effects of hazardous materials or about using alternative roadways when necessary	Brewster County; City Alpine; Alpine ISD; Marathon ISD; San Vicente ISD and Terlingua ISD	<ul style="list-style-type: none"> <li>• Responsibility: Brewster County Emergency Manager; Local Volunteer Fire Departments, school superintendents</li> <li>• Timeframe: 2022-2027</li> <li>• Method: Brewster County Emergency Manager: work with State of Texas to obtain pamphlets about response of the public to hazardous material spill</li> <li>• Funding: Annual operating budgets-Estimated cost: \$500</li> </ul>
26	Hazardous material spill	Prepared for and include a provision for the continuation of emergency response preparation in the Emergency Operations Plan and by attending training exercises offered by the State in response to a hazardous material spill	Brewster County; City of Alpine	<ul style="list-style-type: none"> <li>• Responsibility: Brewster County Emergency Manager; Local Volunteer Fire Departments</li> <li>• Timeframe: At next plan update</li> <li>• Method: Brewster County Emergency Manager to update plan</li> <li>• Funding: n/a</li> </ul>
27	Snow	Public Outreach: Conduct/implement a “blanket drive” aimed towards the vulnerable populations during the wintry conditions	Brewster County; City Alpine; Alpine ISD; Marathon ISD; San Vicente ISD and Terlingua ISD	<ul style="list-style-type: none"> <li>• Responsibility: Office of Emergency Management, Area Agency on Aging and school superintendents</li> <li>• Timeframe: Ongoing</li> <li>• Method: Work with the Area Agency on Aging in order to identify the elderly population</li> <li>• Funding: Private/public donations (Big Bend Action Community Center)</li> </ul>

28	Snow Ice	Heating Centers: Activate area shelters to ensure that the vulnerable population do not freeze or remain in cold homes	Brewster County; City Alpine; Alpine ISD; Marathon ISD; San Vicente ISD and Terlingua ISD	<ul style="list-style-type: none"> <li>• Responsibility: Office of Emergency Management and school superintendents</li> <li>• Timeframe: Ongoing</li> <li>• Method: Work with the Area Agency on Aging in order to identify the vulnerable population</li> <li>• Funding: Office of Emergency Management and Alpine ISD</li> </ul>
29	Ice	Wrapping of pipes	Brewster County; City of Alpine	<ul style="list-style-type: none"> <li>• Responsibility: Brewster County Public Works</li> <li>• Timeframe: 2022-2027</li> <li>• Method: Work with area businesses and governmental entities</li> <li>• Funding: Private/public donations</li> </ul>
30	All Hazards	Provide and install generators in critical infrastructure in order to provide redundancy to critical structures during any and all hazards	Brewster County; City Alpine; Alpine ISD; Marathon ISD; San Vicente ISD and Terlingua ISD	<ul style="list-style-type: none"> <li>• Responsibility: Office of Emergency Management and school superintendents</li> <li>• Timeframe: 2022-2027</li> <li>• Method: Work with Managers who operate critical infrastructures to ensure the installation of generators</li> <li>• Funding: HMGP, other grants</li> </ul>
31	Snow, Ice	Purchase one ton truck with plow attachment, Auger attachment for sanding and de-icing and portable radios for coordinated communication	City of Alpine	<ul style="list-style-type: none"> <li>• Responsibility: Alpine Public Works Department &amp; Office of Emergency Management</li> <li>• Timeframe: 2022-2027</li> <li>• Method: Collaborating with area TX DOT staff to de-ice and maintain roads open to hospital and other critical facilities.</li> <li>• Funding: HMGP, other grants</li> </ul>
32	Wildfire	Provide public education about how to monitor current conditions and to reduce the potential for damage on private property	Brewster County; City of Alpine	<ul style="list-style-type: none"> <li>• Responsibility: Brewster County Emergency Manager; City of Alpine Volunteer Fire Departments</li> <li>• Timeframe: May of each year</li> <li>• Method: Obtain printed materials from State and Federal sources and distribute to the public</li> </ul>

				<ul style="list-style-type: none"> <li>Funding: Annual operating budget-Estimated cost: \$250</li> </ul>
33	Wildfire	Pursue Fire wise USA site certification to help residents reduce wildfire risk.	Brewster County; City Alpine; Alpine ISD; Marathon ISD; San Vicente ISD and Terlingua ISD	<ul style="list-style-type: none"> <li>Responsibility: Brewster County Emergency Manager; Local Volunteer Fire Departments, School Superintendents</li> <li>Timeframe: 2022-2027</li> <li>Method: Brewster County Emergency Manager: work with Texas Forest Service and NFPA</li> <li>Funding: Annual operating budgets-</li> </ul>

Table 28 summarizes the actions proposed for implementation by each jurisdiction for each hazard.

**Table 28: Summary of Action Plan by Hazard and Jurisdiction**

HAZARD	Brewster County	City of Alpine	Alpine ISD; Marathon ISD; San Vicente ISD and Terlingua ISD
Disease	1,2,4,5	1,2,4,5	1,2,4,5
Drought	1, 2,6,7	1, 2,6,7	1, 2,6,7
Earthquake	1,2,8,9,10	1,2,8,9,10	1,2,9
Extreme Heat	1,2,11,12	1,2,11,12	1,2,12
Extreme Cold	1,2,13,14	1,2,13,14	1,2,13
Flooding	1,2,3,15	1,2,3,15,16	1,2,3,15
Hail	1,2,17,18	1,2,17,18	1,2,17,18
Hurricane / Tropical Storm	1,2,15,23	1,2,15,23	1,2,15,23
Lightning	1,2,20,21	1,2,20,21	1,2,20,21
Tornado/Wind	1,2,22,23,24	1,2,22,23,24	1,2,22,23,24
Wildfire	1,2,35,36	1,2,35,36	1,2,36
Hazardous Material Spill	1,2,25,26	1,2,25,26	1,2,25
Snow	1,2,19,29,30	1,2,29,30,31	1,2,27,28,30
Ice	1,2,19,29,30	19,29,30,31	1,2,26,30

Table 24 distinguishes between actions that will mitigate the potential effects of a hazard on new buildings or infrastructure and on existing buildings or infrastructure. Table 24 does not list study actions because study, while a necessary first step for some mitigation actions, will not by itself reduce the potential for damage. Similarly, actions designed to provide training, protect people, or conserve natural resources, but not to reduce the potential for damage to structures or infrastructure, are not part of Table 24.

**Table 29: Actions Mitigating New or Existing Buildings/Infrastructure**

Action Number	Hazard	Action	Mitigates New or Existing Buildings/Infrastructure
6	Drought	Conduct annual inspection of water systems in public buildings to check for leaks and make needed repairs to reduce water supply losses	Existing
11	Extreme Heat	Evaluate building code and update as appropriate so that new buildings conserve consumption of energy for cooling with insulation	New
12	Extreme Heat	Inspect insulation in buildings  Replace worn insulation and/or increase amount of insulation to improve ability of structures to prevent loss of cooling	Existing
12	Extreme Cold	Inspect pipes in public buildings  Replace damaged pipes and/or install insulation to prevent freezing	Existing
16	Flooding	Acquire easements for temporary water retention and drainage	Existing
17	Hail	Reinforce roof shingles/ tiles at existing critical facilities (this is a requirement for new construction)	Existing; New
18	Hail	Inspect public buildings and replace deteriorated roofing to resist the impact of hail	Existing
20	Lightning	Install surge protection at critical facilities	Existing
24	Tornado/Wind	Anchor roof mounted air conditioning units on mobile homes, thus reducing damage caused by severe winds or tornado	Existing
22	Tornado/Wind	Update building code regarding securing roofs and anchoring manufactured homes	Existing; New
30	Ice	Provide and install generators in critical infrastructure in order to provide redundancy to critical structures during any and all hazards	New

### **6.3.2 Action to Integrate with Other Plans**

Please note, within the last five years the plan was not intergraded with any other regional or local plans. As proposed in the previous plan, actions will be taken to further integrate hazard mitigation actions into other community planning mechanisms. The Brewster County, the City of Alpine, San Vicente ISD, Marathon ISD, Terlingua ISD, Alpine ISD will use the hazard mitigation plan's data, information, and hazard mitigation goals and actions in their County/City emergency preparedness plans, training and/or exercise and school emergency response plans. In particular:

Responsibility: RGCOG Director of Regional Services, Brewster County's Emergency Management Coordinator who represents the City of Alpine and the unincorporated areas within Brewster County and School District Superintendents.

Timeframe: Ongoing

Method: Attend County meetings concerning revision of development ordinances and capital improvements and economic development plans. Identify opportunities for linking mitigation actions with other community objectives.

Funding: RGCOG operating budget

In addition, the hazard mitigation plan will be distributed to other stakeholders (or agencies) via email. Where, the Hazard Mitigation plan will be presented to the Rio Grande Council of Governments Board of Directors and First Responders Preparedness Planning Group Members. Lastly, the plan will be used as a reference guide whenever Brewster County its jurisdictions to include school districts require planning for jurisdictional projects. This will be implemented through adoption of the plan through city council, commissioner's court and school district boards.

### **6.3.3 Action to Continue Public Involvement**

It is important that the mitigation planning process be open and accessible by the public. Therefore, included in the mitigation strategy are actions to continue public involvement.

#### Changes Since Last Plan

This process is identical to the process recommended in the previous plan. However, the process is described in greater detail in this updated plan.

#### Continue Public Involvement

As in the past, the RGCOG will continue to involve the public about hazard mitigation plans and accomplishments. As in the past, to provide opportunities for continued public involvement, the mitigation strategy is:

Responsibility: RGCOG Director of Regional Services and Brewster County's Emergency Management Coordinator who represents the City of Alpine, the unincorporated areas within Brewster County, Alpine ISD, Marathon ISD, San Vicente ISD and Terlingua ISD.

Timeframe: Ongoing

Method:

- Post documents on RGCOG Web site (<http://riocog.org/REGSVCS/rs.htm#hazard.htm>) for review and invite the public to ask the RGCOG Regional Services Director questions about the plan or to suggest modifications to the plan at any time.
  - Maintain a file with comments and suggestions provided by the public and provide them for consideration at the annual plan evaluation meetings.
  - Post notices of annual mitigation plan evaluation meetings using the usual methods for posting meeting announcements in the region to invite the public to participate.
  - RGCOG will provide a copy of the Brewster County's Hazard Mitigation Action to Brewster County, City of Alpine, Alpine ISD, Marathon ISD, San Vicente ISD and Terlingua ISD in order to allow for public comment for thirty days prior to the formal jurisdictional adoption. RGCOG will disseminate public notice flyer to each jurisdiction for posting in public venues. A copy of the flyer will be included in the attachment segment of the plan.
- Funding: RGCOG operating budget

#### **6.3.4 Actions to Maintain the Plan**

It is important to maintain the plan so that it continues to be accurate and appropriate for participating jurisdictions. Maintenance entails monitoring, evaluation, and further updating. This section describes a process for regular monitoring of mitigation actions, evaluating the planning process, reviewing the information used for the risk assessment, reviewing community priorities, and updating the plan again within 5 years. In addition, Brewster County's Hazard Mitigation Action Plan will be made available to the public through the Rio Grande Council of Governments website. The website has contact information available to the public for commentary. Future meetings will also be posted on the Rio Grande Council of Governments Online Calendar and under the Notices/Meetings link.

#### Changes Since Last Plan

The plan maintenance process recommended in this updated plan includes more detail about responsibilities, timeframes, and approach or method than did the previous plan, but the process is essentially the same. Responsibility for plan maintenance is assigned to the RGCOG Regional Services Director. Monitoring and evaluation meetings were not held subsequent to adoption of the previous plan.

#### Monitor the Plan

Responsibility: RGCOG Regional Services Director

Timeframe: Annually on or about the anniversary date of adoption of this updated plan

Method:

- The RGCOG Regional Services Director will contact the Emergency Management Coordinator of each participating jurisdiction by telephone or e-mail and ask for information about mitigation accomplishments as well as about changes in hazard vulnerability and mitigation priorities.
- If progress is not made by a jurisdiction with plan implementation, the RGCOG Regional Services Director will contact responsible parties to identify obstacles and discuss strategies for overcoming the obstacles.

Funding: RGCOG operating budget

Evaluate the Plan

Responsibility: RGCOG Regional Services Director

Timeframe: Within a year of receiving a disaster declaration or every other year, approximately one month after the annual monitoring of mitigation actions

Method:

- RGCOG Regional Services Director will facilitate a meeting of representatives of participating jurisdictions
- The meeting will include a presentation of the results of the monitoring, and attendees will be asked to address the following questions:
  - Are new sources of data available that will improve the Risk Assessment?
  - Have conditions in the County changed so that findings of the risk assessment should be updated?
  - Do mitigation goals and objectives reflect current community concerns?
  - For each mitigation action that has not been completed, what are the obstacles to implementation? What are potential solutions for overcoming these obstacles?
  - Is each completed mitigation action effective in reducing risk? What action is required to further reduce the risk addressed by the completed action?
  - What mitigation actions should be added to the plan and proposed for implementation?
  - Based on the evaluation, should the plan be updated as soon as possible or should the plan be updated as scheduled 5 years after it was adopted?
- Documentation of the annual evaluation meeting will be attached to the paper and electronic files of this plan within 1 month for accessibility when the plan is next updated.

Funding: RGCOG operating budget

Update the Plan

This plan must be updated within 5 years and again adopted by the County and participating jurisdictions in order to maintain compliance with the regulations stated in 44 CFR Part 201.6 and ensure

eligibility for applying for and receiving certain Federal mitigation grant funds. The action of updating the plan will be accomplished using the following strategy:

Responsibility: RGCOG Regional Services Director

Timeframe: Within 3 years of plan adoption or at the discretion of RGCOG and participants of the annual plan evaluation meeting

Method: Develop a schedule and identify responsibilities for updating the plan

Funding: RGCOG operating budget or other source of funding as available

## 7 Sources of Information

Sources of information used to updated the hazard mitigation plans for the six counties in the Far West Texas region, which includes Brewster County and the City of Alpine, are provided in this section of the plan so that residents and public officials can find additional information about hazards, verify the data presented, and use these or similar sources of information to update the plan in the future.

DATA USA: Brewster County, 2021, <https://datausa.io/profile/geo/brewster-county-tx>

The Pathologist, 2021, <https://thepathologist.com/subspecialties/the-covid-19-pandemic-a-summary>

Texas State Historical Association, Handbook of Texas, 2021,  
<https://www.tshaonline.org/handbook/entries/epidemic-diseases>

American Society of Civil Engineers (ASCE), 2017, *Minimum Design Loads for Buildings and Other Structures*, United States of America: American Society of Civil Engineers.

Answers.com, 2021, Atmospheric Science Questions,  
[http://wiki.answers.com/Q/How many volts are in a lightning bolt](http://wiki.answers.com/Q/How_many_volts_are_in_a_lightning_bolt), retrieved December 1, 2021.

City of Alpine, 2021, City Ordinances,  
[https://library.municode.com/tx/alpine/codes/code\\_of\\_ordinances](https://library.municode.com/tx/alpine/codes/code_of_ordinances), retrieved December 11, 2021.

FEMA, 2012, Disaster Declarations database, <http://www.fema.gov/disasters/grid/state/24>, retrieved December 12, 2021.

FEMA, March 31, 2012, NFIP Repetitive Loss Property Database, RL/SRL Drilldown for Mitigated and Non-mitigated Properties in Texas.

Frohlich, Cliff and Scott D. Davis, 2002, *Texas Earthquakes*, University of Texas Press.

International Boundary and Water Commission, 2021, <http://www.ibwc.gov/Recovery/RGF.html> ,  
retrieved November 2021.

International Boundary and Water Commission, 2021, Storage and Flood Conditions in the Rio Grande Basin, [http://www.ibwc.gov/Files/CF\\_LRG\\_Fld\\_Cndtns\\_102908.pdf](http://www.ibwc.gov/Files/CF_LRG_Fld_Cndtns_102908.pdf), retrieved December, 2021.

National Climactic Data Center,  
2021 [https://www.ncdc.noaa.gov/stormevents/listevents.jsp?eventType=%28C%29+Tornado&beginDate\\_mm=08&beginDate\\_dd=01&beginDate\\_yyyy=1950&endDate\\_mm=10&endDate\\_dd=30&endDate\\_yyyy=2021&county=BREWSTER%3A43&hailfilter=0.00&tornfilter=0&windfilter=00&sort=DT&submitbutton=Search&statefips=48%2CTEXAS](https://www.ncdc.noaa.gov/stormevents/listevents.jsp?eventType=%28C%29+Tornado&beginDate_mm=08&beginDate_dd=01&beginDate_yyyy=1950&endDate_mm=10&endDate_dd=30&endDate_yyyy=2021&county=BREWSTER%3A43&hailfilter=0.00&tornfilter=0&windfilter=00&sort=DT&submitbutton=Search&statefips=48%2CTEXAS), November 2021

National Climactic Data Center, July 2021, <http://www.ncdc.noaa.gov/stormevents/ftp.jsp>, retrieved November 2021.

National Park Service, 2012, Conditions and Closures, <http://www.nps.gov/bibe/planyourvisit/parkalerts.htm>, retrieved December 13, 2012.

National Public Radio (NPR), 2010, <http://www.npr.org/templates/story/story.php?storyId=125561502>, retrieved December 20, 2012.

Popular Science, 2010, Texas Town installs a Monster Battery, <https://www.popsci.com/technology/article/2010-04/texas-town-turns-monster-battery-backup-power/>, retrieved December 2021.

Research News, 2012, Average Annual Precipitation for Texas, <http://www.currentresults.com/Weather/Texas/average-yearly-precipitation.php>, retrieved November 2021.

Rio Grande Council of Governments (RGCOG), 2021-2025, *Comprehensive Economic Development Strategy for the West Texas Economic Development District*, [http://westtexaswaterplanning.org/wp-content/uploads/2021/09/2021-2025\\_WTEDD\\_CEDS\\_Draft\\_901421\\_Online.pdf](http://westtexaswaterplanning.org/wp-content/uploads/2021/09/2021-2025_WTEDD_CEDS_Draft_901421_Online.pdf)

Spatial Hazard Events and Losses Database for the United States (SHELDUS), 2021, <https://cemhs.asu.edu/sheldus> retrieved November 28, 2021.

Texas A&M University, 2012, Office of the State Climatologist: Severe Weather, <https://climatexas.tamu.edu/about/history/index.html>, retrieved December 2021.

Texas Agriculture and Mining University (TAMU), 2021, Trans Pecos Eco Region, <http://texastreeid.tamu.edu/content/texasEcoRegions/Trans-Pecos/>,

Texas AgriLife, Extension Disaster Education Network, <http://texashelp.tamu.edu/disaster-information-main.php>, retrieved January 2021.

Texas Association of Counties, 2021, <https://www.county.org/> retrieved November 2021.

Texas Demographics, 2021, Get Brewster County, <http://www.texas-demographics.com/brewster-county-demographics>, retrieved February 2021.

Texas Department of Insurance, Texas Fire Incident Reporting System,  
<http://www.tdi.texas.gov/fire/fmtexfir.html>, retrieved December 2021.

Texas Division of Emergency Management, *State of Texas Hazard Mitigation Plan*, 2018,  
<https://tdem.texas.gov/planning/> retrieved September 2021.

Texas State Historical Association, 1995, *Earthquakes*,  
<http://www.tshaonline.org/handbook/online/articles/yde01>, retrieved November, 2021.

Tornado and Storm Research Organization, 2021,<https://www.torro.org.uk/home>

U.S. Bureau of Labor Statistics (BLS), 2021, *CPI Inflation Calculator*  
[https://www.bls.gov/data/inflation\\_calculator.htm](https://www.bls.gov/data/inflation_calculator.htm) retrieved multiple dates between March and November 2021.

U.S. Census Bureau (Census), 2021,  
<https://www.census.gov/quickfacts/fact/table/brewstercountytexas,US/PST045219>, retrieved August 2021.

U.S. Climate Data, 2021, <https://www.usclimatedata.com/climate/alpine/texas/united-states/ustx0023>, June 2021

U.S. Department of Housing and Urban Development (HUD), *The 2020 Annual Homeless Assessment Report to Congress*,  
[https://www.hud.gov/press/press\\_releases\\_media\\_advisories/hud\\_no\\_21\\_041](https://www.hud.gov/press/press_releases_media_advisories/hud_no_21_041), retrieved November 2021.

U.S. Forest Service, 2012, Wildfire Assessment System, <http://www.wfas.net/index.php/keetch-byram-index-moisture--drought-49>, retrieved November, 2021.

United States Geological Survey (USGS), <https://www.usgs.gov/natural-hazards/earthquake-hazards/earthquakes>, retrieved November 2021.

West Texas Groundwater, 2021, <http://westtexasgroundwater.com/>, September 2021

Wikipedia, 2021, *Rio Conchos*, [http://en.wikipedia.org/wiki/Conchos\\_River](http://en.wikipedia.org/wiki/Conchos_River), retrieved December 13, 2021.

Data USA, 2021  
<https://datausa.io/profile/geo/hudspeth-county-tx>

Home facts, 2021  
<https://www.homefacts.com/hurricanes/Texas/Hudspeth-County.html?err0=x78tlk3h2>

Southern Methodist University, Sinkholes in West Texas;  
<https://blog.smu.edu/research/2016/06/13/geohazard-giant-sinkholes-near-west-texas-oil-patch-towns-are-growing-as-new-ones-lurk/>

SMU, Dedman College of humanities and Sciences; *These Monstrous Texas Sinkholes Are Getting Bigger, And Here's Why We Should Be Worried Read More: These Monstrous Texas Sinkholes Are Getting Bigger*  
<https://blog.smu.edu/dedmancollege/2021/02/02/these-monstrous-texas-sinkholes-are-getting-bigger-and-heres-why-we-should-be-worried-read-more-these-monstrous-texas-sinkholes-are-getting-bigger/>

## 8 Documentation

This section contains documentation of the planning process undertaken to update these plans as well as a sample Resolution of Adoption. The sample Resolution of Adoption or a form that is regularly used by a participating jurisdiction will be signed when the plans are adopted by the governing body. A copy of the signed Resolutions of Adoption will be inserted into the updated plans at that time.

### Public participation:

Public participation in the development of the plan occurred at two levels: (1) the planning team which consisted of stakeholders, subject matter experts, and elected officials. (2) In addition, a public meeting was held in order to present the previous plan, explain to citizens the need for updating the plan and process, and to solicit input. The community was notified of the meeting and request for community input through newspaper ads, Texas Register posting, and web posting at [www.riocog.org/Notices/Meetings.htm](http://www.riocog.org/Notices/Meetings.htm).

The planning team utilized a survey in order to gather community input, see attached. The planning team worked with each community in obtaining information for the Brewster County Hazard Mitigation Plan. Once the draft plan was available, the plan was sent electronically to participants soliciting comments. In addition, the Rio Grande Council of Governments' Board of Directors was given an update regarding each of the plans.

A follow up meeting was held which was opened to the public regarding the final draft plan. All communities within the Rio Grande Council region were invited to attend. The public was notified via posting at [www.riocog.org/Notices/Meetings.htm](http://www.riocog.org/Notices/Meetings.htm), Texas Register posting, posting at city hall(s), and social media.

## 8.1 Planning Process

### 8.1.1 October 28 2020 Meeting

#### Invitation:

Ray Resendez

---

**Subject:** GoToMeeting - RGCOG: First Responders Preparedness Planning Group Meeting  
10-19-20

**Location:** GoToMeeting

**Start:** Mon 10/19/2020 1:00 PM  
**End:** Mon 10/19/2020 3:30 PM

**Recurrence:** none)

**Meeting Status:** Accepted

**Organizer:** Cynthia Mendez

**Required Attendees:** Cynthia Mendez; Al Talavera; Annette Gutierrez; Assistant Fire Chief Jorge A. Rodriguez; Captain Matthew Scales; Chief Mario D'Agostino; Commander Humberto Talamantes; Commander Ryan Urrutia; David Marquez; Gary Mischka; Josh Garcia; Judge Carlos Urias; Judge Cinderela Guevara; Judge Eleazar Cano; Judge Ricardo Samaniego; Judge Thomas Neely; Lt. Pete Hensger; Mar; Sandra Gonzalez; Sheriff Oscar Carrillo; Tribal Governor E. Michael Silvas; Wanda Helgesen

**Optional Attendees:** [Sanchez@uncelpaso.org; 'Laura Grolla'; Luis Moreno; Robert C. Rojas (Lt.); Kebschull Terry K.; Ray Resendez; 'Jessica Valles']

RGCOG: Hazard Mitigation & Emergency Preparedness Planning

Wed, Oct 28, 2020 9:00 AM - 10:30 AM (MDT)

Wed, Oct 28, 2020 10:00 AM - 10:30 AM (CDT)

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/342481989>

You can also dial in using your phone.

(For supported devices, tap a one-touch number below to join instantly.)

United States: +1 (571) 317-3112

Access Code: 342-481-989

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/342481989>

## Agenda



### **RGCOG Hazard Mitigation & Emergency Preparedness Planning Wednesday,**

**October 28, 2020**

**9 am (MDT)**

**Webinar/Conference Call**

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/342481989>

United States: +1 (571) 317-3112

Access Code: 342-481-989

1. Welcome
2. Introductions
3. Hazard Mitigation Plan Kick-Off Meeting
4. 2020 Threat and Hazard Identification and Risk Assessment (THIRA) Plan Review
5. 2020 Stakeholder Preparedness Review (SPR) Plan Review
6. New Business
7. Adjournment



## 8.1.2 May 6, 2021 Meeting

### Invitation e-mail

#### Ray Resendez

---

**Subject:** Brewster County Hazard Mitigation Planning Team Meeting  
**Location:** Webinar

**Start:** Thu 5/6/2021 1:00 PM  
**End:** Thu 5/6/2021 2:30 PM

**Recurrence:** (none)

**Meeting Status:** Meeting organizer

**Organizer:** Ray Resendez  
**Required Attendees:** Ray Resendez; Adelina Beall (environmental.services@ci.alpine.tx.us); Al Talavera; Andres Ramos; Brad Wilson; David Hale (building.official@ci.alpine.tx.us); Eleazar Cano (; Erica Chavez; Julie Morton (county.treasurer@co.brewster.tx.us); Marci Tuck (grant.writer@ci.alpine.tx.us); Marcus Smith; Maria Adams; Megan Antrim (megan.antrim@ci.alpine.tx.us); Mike Scudder (alpinefiredept@sbcglobal.net); Robert Martin; Ronny Dodson; Ryan Skelton; Scott Perry (utilities.director@ci.alpine.tx.us); Stephanie Elmore; Summer Webb; Marisa Quintanilla; Timothy Frere  
**Optional Attendees:** ctreasurer@co.brewster.tx.us

Rio Grande Council of Governments and Brewster County Office Of Emergency Management invites you to participate in Brewster County's Hazard Mitigation Planning Team Meeting.

Thu, May 6, 2021 2:00 PM - 3:30 PM (CDT)

Please join my meeting from your computer, tablet or smartphone.  
<https://global.gotomeeting.com/join/389103597>

You can also dial in using your phone.  
United States: [+1 \(571\) 317-3122](tel:+15713173122)

Access Code: 389-103-597

New to GoToMeeting? Get the app now and be ready when your first meeting starts:  
<https://global.gotomeeting.com/install/389103597>

*Ray Resendez*  
Hazard Mitigation Coordinator  
Rio Grande Council of Governments  
8037 Lockheed, Ste. 100  
El Paso, Texas 79925  
O-(915) 533-0998 X153  
C-(915) 487-1025

## Agenda



**Brewster County Hazard Mitigation Planning Team Meeting  
Thursday, May 6, 2021  
2:00 pm (CDT)  
Webinar/Conference Call**

- I.** Introductions
- II.** Planning Team Responsibilities
  - a. Provide facilities for meetings
  - b. Attend meetings
  - c. Collect data
  - d. Manage administrative details
  - e. Make decisions on plan process and content
  - f. Submit mitigation action implementation worksheets
  - g. Review drafts
  - h. Coordinate and assist with public involvement and plan adoptions
- III.** Outreach
  - a. Survey
  - b. Suggestions
- IV.** Grant requirements
  - a. In-kind Match
- V.** Adjourn

## Attendance sheet

MAY

6

Brewster County I

12:45 PM - 57 min

ID: 389103597

**Attendees**

Diagnostics

Attendee	Join & leave times	Location
<b>JU</b> Judge Cano	12:52 PM - 1:41 PM	Alpine
<b>ST</b> Stephanie N Elmore	12:45 PM - 1:41 PM	Alpine
<b>RA</b> Ray Resendez marisaq@riocog.org	12:45 PM - 1:41 PM	Litchfield P
<b>+1</b> +14322940507	12:59 PM - 1:41 PM	-
<b>TI</b> Tim Frere timothy.frere@tdem.texas.gov	12:58 PM - 1:41 PM	Austin
<b>AL</b> AL Talavera al.talavera@tdem.texas.gov	12:58 PM - 1:41 PM	Prescott
<b>MI</b> Michael Scudder Alpine Fire Dept.	12:58 PM - 1:41 PM	Newark

Attendee	Join & leave times	Location
mlsemp@sbcglobal.net		
<b>AD</b>		
Adelina Beall environmental.services@ci.alpine.tx.us	12:57 PM - 1:41 PM	Newark
<b>SU</b>		
Summer Webb summer.webb@srwebb.com	1:17 PM - 1:41 PM	Amarillo
<b>SC</b>		
Scott Perry utilities.director@ci.alpine.tx.us	1:03 PM - 1:41 PM	Alpine
<b>MA</b>		
Marci Tuck grant.writer@ci.alpine.tx.us	1:00 PM - 1:41 PM	Alpine
<b>+1</b>		
+14323863437	1:13 PM - 1:13 PM	-

### 8.1.3 July 7, 2021 Meeting:

#### Email invite:

##### Ray Resendez

---

**From:** Ray Resendez  
**Sent:** Wednesday, June 30, 2021 1:58 PM  
**To:** Adelina Beall (environmental.services@ci.alpine.tx.us); Al Talavera; Andres Ramos; Brad Wilson; David Hale (building.official@ci.alpine.tx.us); Eleazar Cano (; Julie Morton (county.treasurer@co.brewster.tx.us); Marci Tuck (grant.writer@ci.alpine.tx.us); Marcus Smith; Maria Adams; Megan Antrim (megan.antrim@ci.alpine.tx.us); Mike Scudder (alpinefiredept@sbcglobal.net); Robert Martin; Ronny Dodson; Ryan Skelton; Scott Perry (utilities.director@ci.alpine.tx.us); Stephanie Elmore  
**Subject:** Hazard Mitigation Plan  
**Attachments:** Brewster County Hazard Mitigation Planning Team Public Meeting agenda.docx; Brewster critical facilities.docx; Brewster Counties Mitigation Actions.docx

Greetings HMP Team,

Hope all are staying safe. We would like to invite you to participate in a meeting on July 7, 2021 at 3:00 PM. It will be at the North Brewster County Emergency Response Center, 102 S. Second St, Alpine, Texas. I have attached the agenda. This meeting will also be open to the general public to hopefully gain additional input.

I have also attached the critical facilities and the mitigation actions from the plan for you to review. We need to make sure to identify all critical facilities and any mitigation actions that you feel are important so that if or when mitigation grants are made available your action has been addressed in your plan. Some examples are, If a school district wants to apply for a mitigation grant to obtain generators for facilities used as shelters, you need to show the need was documented in your mitigation plan. If the city wants to apply for a mitigation grant to address flooding issues in a neighborhood, It needs to be documented as an action item. The actions we submit in this plan will be your supporting documentation for the next five years.

Let me know if you have any questions and remember to keep track of the time you spend working on the plan and report it as soon as you can.

Respectfully,

*Ray Resendez*

Hazard Mitigation Coordinator  
Rio Grande Council of Governments  
8037 Lockheed, Ste. 100  
El Paso, Texas 79925  
O-(915) 533-0998 X153  
C-(915) 487-1025  
[ravr@riocog.org](mailto:ravr@riocog.org)

# Newspaper Invite to the public:

page 8, The Big Bend Sentinel, July 1, 2021

## Arts & Community



A work-in-progress photo of Olague's paintings, taken on Cibola grounds.



Marianna Olague in the Cibola studio.

### Recent Chinati artist Marianna Olague talks protection, fear and life near the border

By VERONICA MUÑOZ-SCHAEFER  
vsmu@bendsonline.com

EL PASO — Marianna Olague always knew she wanted to be an artist. As a child, the 30-year-old Chicana painter spent her days in her makeshift studio — a basement in the apartment complex she lived in — surrounded by the smell of paint. Her father was (and still is) an art teacher at Bowie High School in El Paso, and growing up, he was her biggest inspiration. “I never had a moment of, ‘Oh, I want to be an artist.’ To me, it was just understood. Of course I want to do that when I’m older. It’s my job. I want to be just like him.” Despite having four siblings who never ended up pursuing the arts, a career as an artist came to her. As an adult, she has never stopped creating in still present. “I’ll never stop making artwork, and right now I’m doing paintings,” she says. “But I know that I have so much that I want to do.”

Olague was the most recent resident artist at the Chinati arts residency. She arrived on May 2, and left for home on June 27. Although her visit seemed — being, sticky-colored oil portraits of day-to-day life in El Paso — continues to depict her hometown and the people in it, her two-month stay at the foundation served as something of an inspiration for her paintings.

which began to take on different themes during her time in Marfa. The minimalist installation of Donald Judd and its dramatic shadows and natural lighting especially served as a revelation.

“The art there is kind of blended into the landscape,” she said. “The outside work that is in concrete — they kind of mimic the buildings. I was super inspired by that because I think I would like to focus more on architecture and how that can communicate history or a culture.”

She then began to see dual messages in every facet of people’s belongings. She brought items like the abstract doorways in people’s homes in both Marfa and El Paso serves as symbols of “protection, but also confinement.” Religious iconography especially holds like a “bad omen” to see behind bars, she says.

Each piece Olague prepared for her open studio show ended up having that her motif, which changed in purpose from illustration to silhouette. The two paintings depict religious iconography — a statue of the Virgin Guadalupe and another of Jesus found on the wall in Mount Cristo Rey — behind bars. The structure shown in two additional drawings — abstract illustrations of a small balcony in front of an old house, and a “view of Olague” sign behind an iron gate

— belonged to her mother and an old neighbor from El Paso, respectively. The reference images for these scenes were photographs Olague took of locations that felt personal to her.

“Those four works of art were like me attempting to illustrate my border life or border culture by just focusing on the environment rather than the figures,” she explained. “I guess that’s right now when my focus is the outside facade of people’s homes and the way they decorate them, the way they use protective measures to protect their homes.”

The aggressively colored yet meditative illustrations allude to conflict — the good and the bad to come from religion and patriotism in Latino culture — and a proud display of identity despite liberty and figuratively remaining in cages.

“Almost anything an artist makes is political,” she says. “I didn’t want it to be that way, but especially when you’re an artist of color, what you make is political. And I would say that that’s not the main focus of my artwork, but it just goes with the territory.” Still, the sense of having a something of which Olague says she almost finds herself guilty. When asked about her biggest contemporary inspirations, she cited L.A.-based artist Ruth Lopez, whose exhibition *Sierra*

*Jungo*, *Ovo*, showed at Ballroom Marfa in 2018, as someone whose “darkness” inspires her.

“He makes the kind of artwork that I would be so afraid to make, and that’s why I admire him,” she said. “He’s just very open about his sexuality, political issues, political activism.”

When asked what she’d be afraid to show in her own artwork, she replied, “I think, being queer, basically. When I’m there, not a lot of people that comfortable coming out. I don’t know why El Paso is like that, but it’s pretty far behind, so I would love to start incorporating that into my work.”

Like many young artists in the current wave of contemporary Chicana art, however, Olague’s artwork continues to distinguish itself as a strong social and political force, and she only sees herself branching out more from here on out.

“I’m coming work about the people who live on the border, who grew up in poor neighborhoods, there’s gonna be that political undertone,” she says. “There’s just so many great Latino and Latin artists in the world right now that are so and coming, emerging artists, and I would just love to grow my connections with all of them. Because we share so much. We have so much in common.”

**STOOP SALE**  
VINTAGE CLOTHING  
EAMES FURNITURE/ART/OBJECTS  
SATURDAY, JULY 3 10-2PM  
SATURDAY, JULY 10 10-2PM  
RANCH DRESSING  
124 E EL PASO ST

**RIO GRANDE COUNCIL OF GOVERNMENTS WILL HOLD A PUBLIC MEETING ON THE UPDATE OF BREWSTER COUNTY'S HAZARD MULTI-JURISDICTIONAL MITIGATION PLAN**

The Rio Grande Council of Governments (RGCOC) in collaboration with the Brewster County Hazard Mitigation Planning team will hold a public meeting on Wednesday, July 7, 2021 from 3:00 p.m. to 4:30 p.m. (CDT) at the North Brewster County Emergency Operations Center, 202 S. Second St., Alpine, Texas. The intent of the meeting is to discuss and receive input from the community on the potential impact of natural hazards and determine mitigation action strategies that may reduce potential for loss, injury, damage and interruption of businesses when hazards occur in the future.

For additional information, please call Hazard Mitigation Coordinator, Ray Resendez at (915) 533-0998 x 153, or email at ray@rhcoc.org or Brewster County Emergency Management Coordinator Stephanie Elmore boeamissis@co.brewster.tx.us.

**BARGAINS OF THE MONTH**

<p><b>SAVE \$3</b> Energizer Max Batteries 7.99 <del>10.99</del></p>	<p><b>SAVE \$3</b> Tufol Floor Cleaner 6.99 <del>9.99</del></p>	<p><b>SAVE \$3</b> Energizer Max Batteries 6.49 <del>9.49</del></p>	<p><b>YOUR CHOICE</b> <b>12.99</b> Energizer Max® 16 Ah, AA, AAA or 4 Ah, 9V Batteries #10246, #10247, #10248</p>
<p><b>SAVE \$15</b> Raid Roach Killer 44.99 <del>59.99</del></p>	<p><b>SAVE \$20</b> Litespeed Tactical Flashlight 29.99 <del>49.99</del></p>	<p><b>SAVE \$18</b> Rubbermaid Lightweight Aluminum Staircase 29.99 <del>47.99</del></p>	

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Agenda:



**Brewster County Multi-Jurisdictional Hazard Mitigation Plan  
Public Meeting  
North Brewster County Emergency Response Center  
102 S. Second Street  
Wednesday, July 7, 2021  
3:00 pm (CDT)**

- I. Introductions
  - II. Review Hazard Mitigation Plan update process
  - III. Discussion and agreement on designated hazards
  - IV. Discuss status of updating building code (last update 2005)
  - V. Identify technical resources
  - VI. Confirm critical facilities
  - VII. Review previous mitigation Action plans
  - VIII. Create new mitigation Action plans
  - IX. Adjourn
-

## 8.1.4 November 3, 2021 Meeting:

### Ray Resendez

---

**Subject:** Brewster County, The City of Alpine Hazard Mitigation  
**Location:** Alpine Civic Center, 801 W. Holland Ave., Alpine, Texas

**Start:** Wed 11/3/2021 1:00 PM  
**End:** Wed 11/3/2021 4:00 PM  
**Show Time As:** Tentative

**Recurrence:** (none)

**Meeting Status:** Not yet responded

**Organizer:** Ray Resendez  
**Required Attendees:** Adelina Beall (environmental.services@ci.alpine.tx.us); Al Talavera; Andres Ramos; Brad Wilson; David Hale (building.official@ci.alpine.tx.us); Eleazar Cano (; Julie Morton (county.treasurer@co.brewster.tx.us); Marci Tuck (grant.writer@ci.alpine.tx.us); Marcus Smith; Maria Adams; Megan Antrim (megan.antrim@ci.alpine.tx.us); Mike Scudder (alpinefiredept@sbcglobal.net); Robert Martin; Ronny Dodson; Ryan Skelton; Scott Perry (utilities.director@ci.alpine.tx.us); Stephanie Elmore; Marisa Quintanilla; Leticia Tutunjian  
**Optional Attendees:** Flores, Rick

The Brewster County, City of Alpine Hazard Mitigation Planning Team workshop on Wednesday, November 3, 2021 at 1p.m. (CDT) at Alpine Civic Center, 801 W. Holland Ave., Alpine, Texas 79830. The intent of this meeting is to discuss and identify specific actions, projects, activities or processes that can be taken to reduce or eliminate long-term risk to people and property from potential natural hazards. This will be your final opportunity to add any actions that will be included in the 2021 plan. Again this plan is a 5 year plan and if any mitigation funds are made available the first step for eligibility is to have the specific mitigation action, project, activity or process addressed in your hazard mitigation plan.

For additional information, please contact Hazard Mitigation Coordinator, Ray Resendez at (915) 533-0998 x 153 or at [rayr@riocog.org](mailto:rayr@riocog.org), or Marci Tuck, Grant Writer City of Alpine at (432) 837-3301 or at [grant.writer@ci.alpine.tx.us](mailto:grant.writer@ci.alpine.tx.us).



RIO GRANDE COUNCIL OF GOVERNMENTS  
PUBLIC MEETING: UPDATE OF BREWSTER COUNTY AND THE CITY OF ALPINE  
MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

The Rio Grande Council of Governments (RGCOG) in collaboration with Brewster County and City of Alpine Hazard Mitigation Planning team will hold a public meeting on Wednesday, November 3, 2021 at 1p.m. (CDT) at Alpine Civic Center, 801 W. Holland Ave., Alpine, Texas 79830. The intent of the public meeting is to discuss and gather input on the potential impact of natural hazards and determine mitigation action strategies that may reduce potential for loss, injury, damage and interruption of businesses when hazards occur in the future.

For additional information, please contact Hazard Mitigation Coordinator, Ray Resendez at (915) 533-0998 x 153 or at [rayr@riocog.org](mailto:rayr@riocog.org), or Marci Tuck, Grant Writer City of Alpine at (432) 837-3301 or at [grant.writer@ci.alpine.tx.us](mailto:grant.writer@ci.alpine.tx.us).



Stella Rodriguez

[Log Off](#)

### Open Meeting Submission

**TRD:** 2021006350  
**Date Posted:** 10/20/2021  
**Status:** Accepted  
**Agency Id:** 0792  
**Date of Submission:** 10/20/2021  
**Agency Name:** Rio Grande Council of Governments  
**Board:** Rio Grande Council of Governments  
**Committee:** Brewster County and City of Alpine Hazard Mitigation Planning Team  
**Date of Meeting:** 11/03/2021  
**Time of Meeting:** 01:00 PM (###:## AM Local Time)  
**Street Location:** 801 W. Holland Ave.  
**City:** Alpine,  
**State:** TX  
**Liaison Name:** Stella Rodriguez  
**Liaison Id:** 7  
**Additional Information Obtained From:** Ray Resendez, RGCOG Hazard Mitigation Coordinator  
**Agenda:** RIO GRANDE COUNCIL OF GOVERNMENTS  
 PUBLIC MEETING: UPDATE OF BREWSTER COUNTY AND THE CITY OF ALPINE  
 MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

The Rio Grande Council of Governments (RGCOG) in collaboration with Brewster County and City of Alpine Hazard Mitigation Planning team will hold a public meeting on Wednesday, November 3, 2021 at 1p.m. (CDT) at Alpine Civic Center, 801 W. Holland Ave., Alpine, Texas 79830. The intent of the public meeting is to discuss and gather input on the potential impact of natural hazards and determine mitigation action strategies that may reduce potential for loss, injury, damage and interruption of businesses when hazards occur in the future.

For additional information, please contact Hazard Mitigation Coordinator, Ray Resendez at (915) 533-0998 x 153 or at [rayr@riocog.org](mailto:rayr@riocog.org), or Marci Tuck, Grant Writer City of Alpine at (432) 837-3301 or at [grant.writer@ci.alpine.tx.us](mailto:grant.writer@ci.alpine.tx.us).

[New Submission](#)

Rio Grande Council of Government's  
 Brewster County, City of Alpine Multi-Jurisdictional  
 Hazard Mitigation Plan Meeting  
 Alpine Civic Center, 801 W. Holland Ave., Alpine, Texas.  
 Wednesday November 3, 2021  
 1:00 PM (CDT)



Name (Please Print)	Organization/Entity	Physical Address	Phone Number	E-mail
Eddie Molina	City of Alpine	100 North 13 St	432-294-0505	
REGINA TERRAZAS	BBRMC	2600 Hwy 118 N	432-837-0249	rterrazas@bbrmc.com
Mark Gallego	BBRMC	2600 Hwy 118 W	432-837-0280	mgallego@bbrmc.com
Maria Tack	Grant Writer (CoA)	100 N. 13th	837-3301172	
Randy Izammm	City of Alpine Ems Dept	203 N. Apple St.	837-3437	r.izamm@ci.alpine.tx.us
Abel Hinojos	City of Alpine - Airport	3401 N St Hwy 118	837-5929	ahinojos@ci.alpine.tx.us
Avelardo Talavera	TDEM	9100 Goshog North	(915) 261-5289	Atalavera@TDEM.Texas.gov
J.D. Newson	BBRHD	105 W. Holland.	432-837-7051	jd@bbrhd.com
Roy Resendez	RGCOG	8037 Locher Drive	915-533-0998x152	roy@rgcog.org



Brewster County Hazard Mitigation Planning Team Meeting  
 Wednesday November 3, 2021  
 1:00 pm (CDT)

- I. Introductions
- II. Review Hazard Mitigation Plan update process
- III. Discussion and agreement on designated hazards
- IV. Discuss status of updating building code
- V. Identify technical resources
- VI. Confirm critical facilities
- VII. Review previous mitigation Action plans

(Ctrl) ▾

### 8.1.5 November 2021 Survey Response Summary

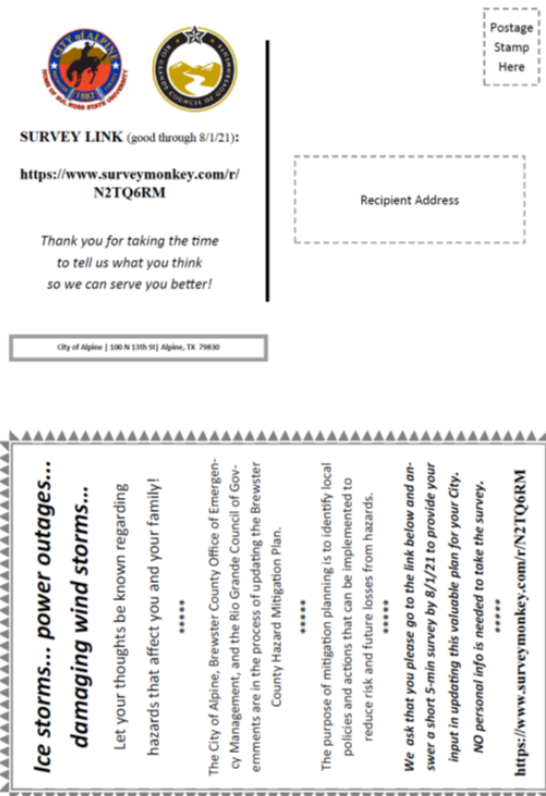
The survey was sent to the eleven jurisdictions in the Far West Texas region:

- Hudspeth County: City of Dell City
- Culberson County: Town of Van Horn
- Jeff Davis County: City of Valentine
- Presidio County: Cities of Marfa and Presidio
- Brewster County: City of Alpine

Responses were received from all 11 jurisdictions:

- Hudspeth County: City of Dell City
- Culberson County: Town of Van Horn
- Jeff Davis County: City of Valentine
- Presidio County: Cities of Marfa and Presidio
- Brewster County: City of Alpine

Sample of 2800 postcard sent to local residences inviting survey participation



Sample of public service announcement;

Interim City Manager  
Megan Antrim  
Interim City Secretary  
Geoffrey R. Calderon



Mayor  
Andres "Andy" Ramos  
Interim City Attorney  
Rod Epton

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

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

### **PUBLIC SERVICE ANNOUNCEMENT**

June 22, 2021

Contact:

Marcia Tuck, Grant Writer  
[Grant.writer@ci.alpine.tx.us](mailto:Grant.writer@ci.alpine.tx.us)  
(432) 837-3301, option 1

### **BREWSTER COUNTY HAZARD MITIGATION PLAN**

Ice storms, power outages, damaging winds, and other natural disasters ... let your thoughts be known regarding hazards that affect you and your family! The City of Alpine, the Brewster County Office of Emergency Management, and the Rio Grande Council of Governments are in the process of updating the Brewster County Hazard Mitigation Plan. The purpose of mitigation planning is to identify local policies and actions that can be implemented to reduce risk and future losses from hazards.

We ask that you please visit the link below and answer a short five minute survey by August 1, 2021 to provide your input in updating this valuable plan for the City. No personal information is needed to take the survey.

<https://www.surveymonkey.com/r/N2TQ6RM>

Thank you for taking the time to provide valuable input that will assist the City and other local entities in hazard mitigation endeavors.

COUNCILWOMAN WARD 1  
JUDY STOKES

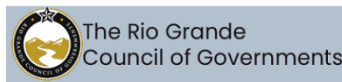
COUNCILWOMAN WARD 2  
CHRIS RODRIGUEZ

COUNCILWOMAN WARD 3  
SARA TANDY

COUNCILMAN WARD 4  
MARTIN SANDATE

COUNCILMAN WARD 5  
JERRY JOHNSON

May 2021 Survey Letter of Invitation



The Presidio County Office of Emergency management working with the Rio Grande Council of Governments is currently updating the Brewster County Hazard Mitigation Plan.

Mitigation is most effective when it is based on a comprehensive, long-term plan that is developed before a disaster occurs. The purpose of mitigation planning is to identify local policies and actions that can be implemented over the long term to reduce risk and future losses from hazards. These mitigation policies and actions are identified based on an assessment of hazards, vulnerabilities, and risks and the participation of a wide range of stakeholders and the public in the planning process.

We are asking that you please log on to the link below and answer a short survey which should take you 4 to 6 minutes to complete and provide your input in updating this valuable plan for your County. <https://www.surveymonkey.com/r/N2TQ6RM>

Example of Public Survey



## Hazard Mitigation Plan Update Survey

### Natural Hazard Survey

Introduction

In order to update the Rio Grande Council of Governments Hazard Mitigation Plan, which covers your jurisdiction, it is necessary to identify the occurrence of hazards, losses due to those natural hazards, and projects or actions that have been taken to reduce or mitigate the effects of those hazards. It is also necessary to develop a comprehensive understanding of local community capabilities.

The survey addresses the following hazards identified in the 2015 Far West Texas Hazard Mitigation Plan: Flooding, Extreme Heat, Hail Storms, Winter Storms/Snow, Dam/ Levee failures, Wildfires/Grass Fires, Wind Storms/Downbursts, Earthquakes, Drought, Ice Storms, and Tornadoes.

Please respond to the following questions about natural hazards. Questions pertain to the occurrence of hazards, losses due to natural hazards, and projects or actions that have been taken to reduce or mitigate the effects of a hazard.

**1. Please indicate which jurisdiction you represent:**

- Hudspeth County
- City of Dell City, Hudspeth County
- Culberson County
- Town of Van Horn, Culberson County
- Jeff Davis County
- City of Valentine, Jeff Davis County
- Presidio County
- City of Marfa, Presidio County
- City of Presidio, Presidio County
- Brewster County
- City of Alpine, Brewster Count

**2. Please indicate how concerned are you about the following natural disasters affecting your jurisdiction:**

- Flooding
- Extreme Heat
- Hail Storm
- Winter Storm/Snow
- Dam/Levee Failure
- Wildfire/Grass Fire

- Wind Storm/Downburst
- Earthquake
- Drought
- Ice Storm
- Tornado
- Hurricane
- None o

**3. for the hazards that have occurred in your jurisdiction, please indicate which hazard occurrences resulted in damage:**

- Flooding
- Extreme Heat
- Hail Storm
- Winter Storm/Snow
- Dam/Levee Failure
- Wildfire/Grass Fire
- Wind Storm/Downburst
- Earthquake
- Drought
- Ice Storm

- Tornado
- None of the above

If damage resulted from a hazard not listed above, please indicate the type of hazard

**4. For the hazards where damage occurred, please a) describe the damage; b) provide an estimate of the dollar value of damages; and c) identify any projects undertaken to mitigate potential damage:**



**Capability Assessment Survey**

It is necessary to develop a comprehensive understanding of your local community capabilities. Please respond to the following questions to provide information about your jurisdiction’s existing authorities, policies, programs and resources.

**5. Please indicate which of the following types of codes, ordinances, or plans are in place in your jurisdiction:**

- Building Code
- Building Permit
- Floodplain Management Ordinance
- Growth Management Ordinance
- Subdivision Ordinance
- Zoning Ordinance

- Capital Improvement Plan
- Comprehensive Plan
- Conservation or Natural Resource Protection Plan
- Economic Development Plan
- Historic Preservation Plan
- Local Emergency Operations Plan
- Parks or Open-Space Plan
- Post-disaster Recovery Plan
- Smart Growth Plan
- Storm Water Management Plan
- Transportation Management Plan
- None of the above

If another code, ordinance or plan not listed above exists in your jurisdiction, please indicate the type of code, ordinance or plan:

**6. Please indicate which of the following types of staff position or role exist in your jurisdiction:**

- Building Official
- City Engineer
- Community Planner
- Director of Public Works

- Emergency Manager
- Floodplain Administrator
- GIS Specialist
- Grant Writer
- Zoning Administrator
- None of the above

If another staff position or role not listed above exists in your jurisdiction, please indicate the type of staff position or role:

**7. During the past five years in the county you currently reside in, have you or someone in your household directly experienced a natural disaster:**

- Yes
- No

**8. Have you ever received information about how to make members of your household and your home safer from natural disasters?**

- Yes
- No

**9. If "YES", how recently?**

- Within the last 6 months
- Between 6 and 12 months

- Between 1 and 2 years
- Between 2 and 5 years
- 5 years or more

**10. From whom did you last receive information about how to make members of your household and your home safer from natural disasters?**

*(Please check only one)*

- News Media
- Governmental Agency
- Insurance Agent or Company
- Utility Company
- University or Research Institution
- Neighbor/Friend/Family Member
- Elected Official
- American Red Cross
- Other Non-Profit Organization
- Social Media (e.g. Facebook)
- Not Sure

Other (please specify)

**11. Whom would you MOST TRUST to provide you with information about how to make your household and home safer from Natural disasters?**

*(Please check up to three)*

- News Media
- Governmental Agency
- Insurance Agent or Company
- Utility Company
- University or Research Institution
- Neighbor/Friend/Family Member
- Elected Official
- American Red Cross
- Other Non-Profit Organization
- Social Media (e.g. Facebook)
- Not Sure

Other (please specify)

**12. What is the MOST EFFECTIVE way for you to receive information about how to make your household and home safer from Natural disasters?**

*(Please check up to three)*

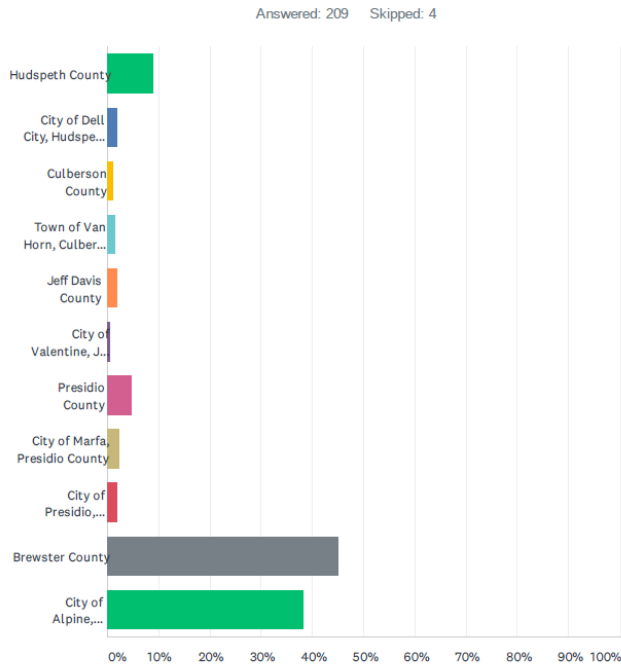
- Newspaper Stories
- Newspaper Ads

- Television News
- Television Ads
- Radio News
- Radio Ads
- Email Newsletters
- On-Line News Outlets
- Social Media (e.g. Facebook)
- School(s)
- Outdoor Advertisement (e.g. Billboards)
- Books
- Mail
- Fire Department/Rescue
- Fact sheet(s)/Brochure(s)
- Chamber of Commerce
- Public Workshops/Meetings
- Magazine(s)
- University or Research Institution(s)

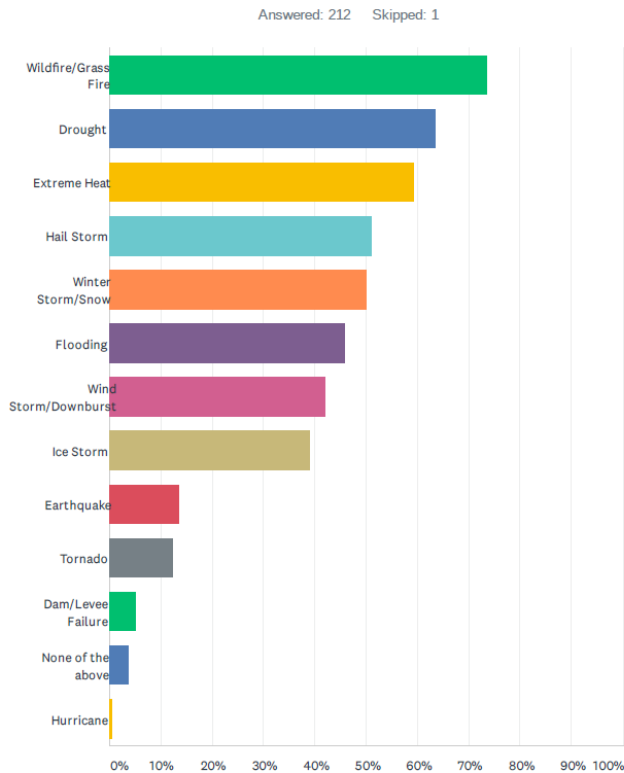
Other (please specify)

## Survey Results

Q1 Please indicate which jurisdiction you represent:

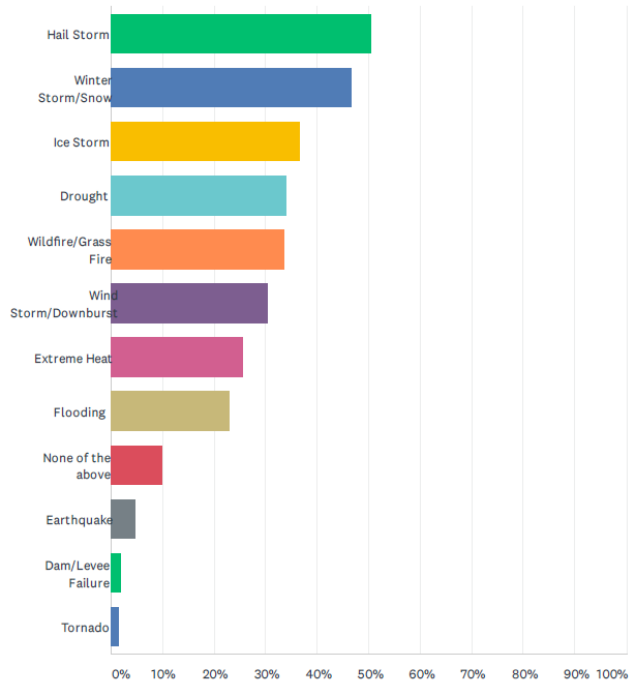


Q2 Please indicate how concerned are you about the following natural disasters affecting your jurisdiction:



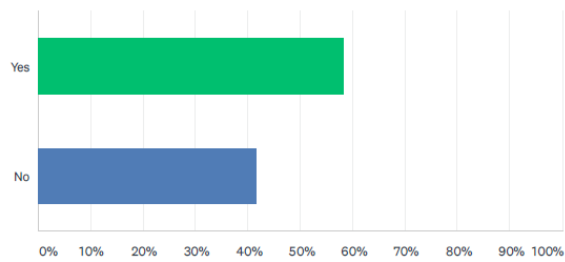
Q3 For the hazards that have occurred in your jurisdiction, please indicate which hazard occurrences resulted in damage:

Answered: 208 Skipped: 5



Q7 During the past five years in the county you currently reside in, have you or someone in your household directly experienced a natural disaster:

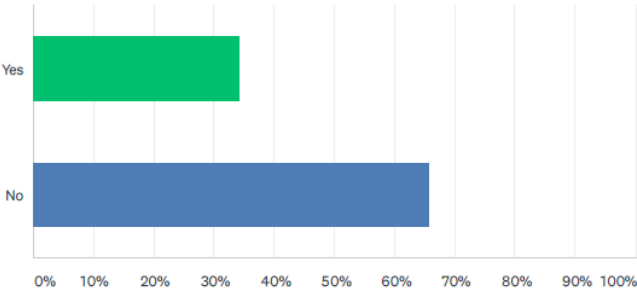
Answered: 211 Skipped: 2



ANSWER CHOICES	RESPONSES	
Yes	58.29%	123
No	41.71%	88
TOTAL		211

Q8 Have you ever received information about how to make members of your household and your home safer from natural disasters?

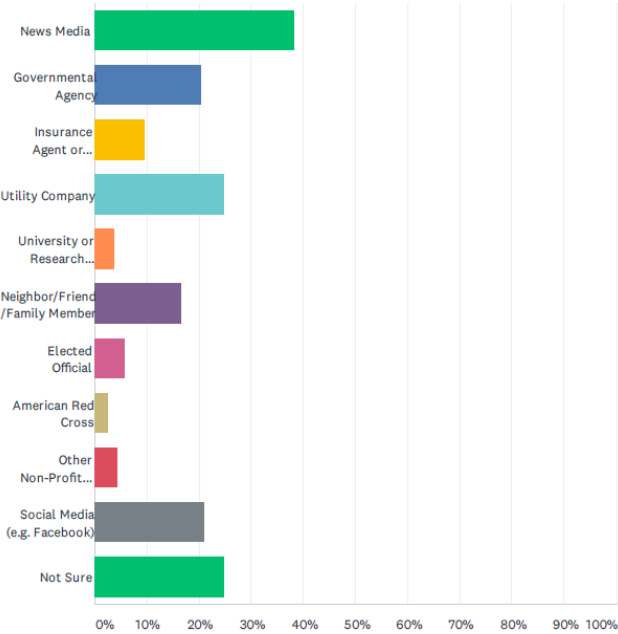
Answered: 210 Skipped: 3



ANSWER CHOICES	RESPONSES	
Yes	34.29%	72
No	65.71%	138
TOTAL		210

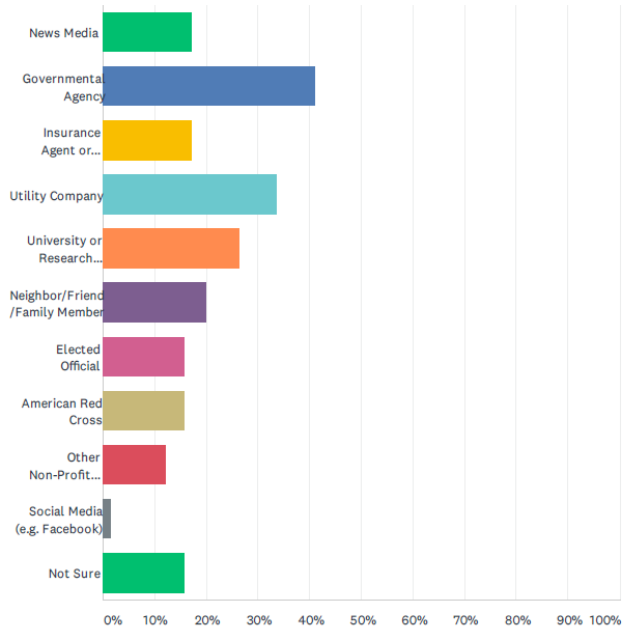
Q10 From whom did you last receive information about how to make members of your household and your home safer from natural disasters?  
(Please check only one)

Answered: 157 Skipped: 56



Q11 Whom would you MOST TRUST to provide you with information about how to make your household and home safer from Natural disasters?(Please check up to three)

Answered: 205 Skipped: 8



## 8.2 Plan Adoption

When Resolutions of Adoption are signed by all participating jurisdictions, copies will be inserted here. A template of a Resolution of Adoption is included as a placeholder until the plan is deemed to be approvable-pending-adoption by FEMA Region VI.



**Eleazar Cano**

107 W Ave E  
Alpine, TX 79830  
PO Box 1630

**Brewster County Judge**

Ph: 432-837-2412  
Fax: 432-837-9249  
eleazar.cano@co.brewster.tx.us

### RESOLUTION

**WHEREAS,** the purpose of hazard mitigation is to implement actions that eliminate the risk from hazards, or reduce the severity of the effects of hazards on people and property. Mitigation actions are both short-term and long-term activities that reduce the cause or occurrence of hazards; reduce exposure to hazards; or reduce effects of hazards through various means to include preparedness response and recovery measures; and

**WHEREAS,** Brewster County, Texas assisted and participated in the development and implementation of the Multi-Jurisdictional Hazard Mitigation Action Plan in collaboration with the Rio Grande Council of Governments (RGCOG) who is a voluntary association of local governments that was established under state law to promote coordination and cooperation in the delivering of governmental services within the Upper Rio Grande State Planning Region in accordance with the Texas Local Government Code, Chapter 391; and

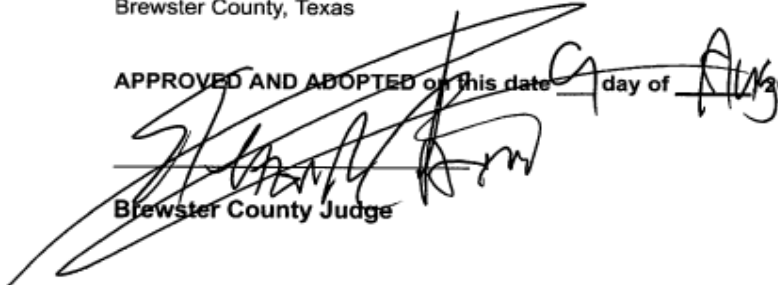
**WHEREAS,** the plan has been reviewed by community residents, business owners, and representatives of Federal, State, and local agencies to reflect their concerns; and

**WHEREAS,** Brewster County, Texas portion of the Multi-Jurisdictional Hazard Mitigation Action Plan has been completed; and

**WHEREAS,** the Federal Emergency Management Agency (FEMA) requires approval of Brewster County, Texas portion of the Plan.

**NOW, THEREFORE, BE IT RESOLVED BY** Brewster County, Texas **hereby officially adopts and approves the** Brewster County, Texas **portion of the Multi-Jurisdictional Hazard Mitigation Action Plan.** The Multi-Jurisdictional Hazard Mitigation Plan is an official plan of Brewster County, Texas

APPROVED AND ADOPTED on this date 9 day of Aug 2022.

  
Brewster County Judge

**Terlingua CSD  
550 Roadrunner Circle  
Terlingua, TX 79852  
(432) 371-2281**

## **RESOLUTION**

**WHEREAS,** the purpose of hazard mitigation is to implement actions that eliminate the risk from hazards, or reduce the severity of the effects of hazards on people and property. Mitigation actions are both short-term and long-term activities that reduce the cause or occurrence of hazards; reduce exposure to hazards; or reduce effects of hazards through various means to include preparedness response and recovery measures; and

**WHEREAS,** *Terlingua CSD* assisted and participated in the development and implementation of the Multi-Jurisdictional Hazard Mitigation Action Plan in collaboration with the Rio Grande Council of Governments (RGCOG) who is a voluntary association of local governments that was established under state law to promote coordination and cooperation in the delivering of governmental services within the Upper Rio Grande State Planning Region in accordance with the Texas Local Government Code, Chapter 391; and

**WHEREAS,** the plan has been reviewed by community residents, business owners, and representatives of Federal, State, and local agencies to reflect their concerns; and

**WHEREAS,** *Terlingua CSD* portion of the Multi-Jurisdictional Hazard Mitigation Action Plan has been completed; and

**WHEREAS,** the Federal Emergency Management Agency (FEMA) requires approval of *Terlingua CSD* portion of the Plan.

**NOW, THEREFORE, BE IT RESOLVED BY *Terlingua CSD* hereby officially adopts and approves the *Terlingua CSD* portion of the Multi-Jurisdictional Hazard Mitigation Action Plan.** The Multi-Jurisdictional Hazard Mitigation Plan is an official plan of *Terlingua CSD*

**APPROVED AND ADOPTED on this date 17 day of August, 2022.**

  
\_\_\_\_\_  
Superintendent

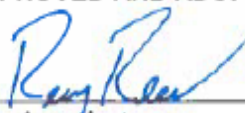
**Terlingua CSD  
550 Roadrunner Circle  
Terlingua, TX 79852  
(432) 371-2281**

## **RESOLUTION**

- WHEREAS,** the purpose of hazard mitigation is to implement actions that eliminate the risk from hazards, or reduce the severity of the effects of hazards on people and property. Mitigation actions are both short-term and long-term activities that reduce the cause or occurrence of hazards; reduce exposure to hazards; or reduce effects of hazards through various means to include preparedness response and recovery measures; and
- WHEREAS,** *Terlingua CSD* assisted and participated in the development and implementation of the Multi-Jurisdictional Hazard Mitigation Action Plan in collaboration with the Rio Grande Council of Governments (RGCOG) who is a voluntary association of local governments that was established under state law to promote coordination and cooperation in the delivering of governmental services within the Upper Rio Grande State Planning Region in accordance with the Texas Local Government Code, Chapter 391; and
- WHEREAS,** the plan has been reviewed by community residents, business owners, and representatives of Federal, State, and local agencies to reflect their concerns; and
- WHEREAS,** *Terlingua CSD* portion of the Multi-Jurisdictional Hazard Mitigation Action Plan has been completed; and
- WHEREAS,** the Federal Emergency Management Agency (FEMA) requires approval of *Terlingua CSD* portion of the Plan.

**NOW, THEREFORE, BE IT RESOLVED BY *Terlingua CSD* hereby officially adopts and approves the *Terlingua CSD* portion of the Multi-Jurisdictional Hazard Mitigation Action Plan.** The Multi-Jurisdictional Hazard Mitigation Plan is an official plan of *Terlingua CSD*

**APPROVED AND ADOPTED on this date 17 day of August, 2022.**

  
\_\_\_\_\_  
Superintendent

**Resolution of Adoption  
Hazard Mitigation Plan Update  
Resolution Number \_\_\_\_\_**

\_\_\_\_\_, TX

WHEREAS the local governing body recognizes the threat that natural hazards pose to people and property within the community; and

WHEREAS the Rio Grande Council of Governments has worked with community officials and residents to update the hazard mitigation plan that recommends actions that will reduce the potential for damage due to natural hazards; and

WHEREAS the plan has been reviewed by community residents, business owners, and representatives of Federal, state, and local agencies to reflect their concerns;

BE IT RESOLVED THAT

The plan is hereby adopted as an official plan of the community; and

The RGCOG is established as a permanent custodian of the plan with the responsibility of monitoring mitigation actions and updating the plan.

**Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2022**

\_\_\_\_\_

\_\_\_\_\_

# Marathon Independent School District

PO Box 416 – 109 N. 5<sup>th</sup> Street  
Marfa, TX 79842

## RESOLUTION

**WHEREAS,** the purpose of hazard mitigation is to implement actions that eliminate the risk from hazards, or reduce the severity of the effects of hazards on people and property. Mitigation actions are both short-term and long-term activities that reduce the cause or occurrence of hazards; reduce exposure to hazards; or reduce effects of hazards through various means to include preparedness response and recovery measures; and

**WHEREAS,** *Marathon ISD* assisted and participated in the development and implementation of the Multi-Jurisdictional Hazard Mitigation Action Plan in collaboration with the Rio Grande Council of Governments (RGCOG) who is a voluntary association of local governments that was established under state law to promote coordination and cooperation in the delivering of governmental services within the Upper Rio Grande State Planning Region in accordance with the Texas Local Government Code, Chapter 391; and

**WHEREAS,** the plan has been reviewed by community residents, business owners, and representatives of Federal, State, and local agencies to reflect their concerns; and

**WHEREAS,** *Marathon ISD* portion of the Multi-Jurisdictional Hazard Mitigation Action Plan has been completed; and

**WHEREAS,** the Federal Emergency Management Agency (FEMA) requires approval of *Marathon* portion of the Plan.

**NOW, THEREFORE, BE IT RESOLVED BY Marathon ISD** *hereby officially adopts and approves the Marathon ISD portion of the Multi-Jurisdictional Hazard Mitigation Action Plan. The Multi-Jurisdictional Hazard Mitigation Plan is an official plan of Marathon ISD. Minor revisions of a nature that will not require funding to implement which are recommended by the Federal Emergency Management and/or the Texas Division of Emergency Management, Mitigation Section, may be incorporated by the Superintendent or his designee without further action of the board of Trustees.*

**APPROVED AND ADOPTED on this date 31st day of August, 2022.**

\_\_\_\_\_  
Judy Briones, President  
MISD Board of Trustees

\_\_\_\_\_  
Cheyenne Marta, Secretary  
MISD Board of Trustees