



CITY OF ALPINE
WORKSHOP – 4:30 P.M.
REGULAR CITY COUNCIL MEETING – 5:30 P.M.
803 W. Holland Avenue, Alpine, Texas 79830
Tuesday, November 7, 2023

Notice is hereby given that the City Council of the City of Alpine, Texas, will hold a workshop meeting at 4:30 P.M. and a regular meeting at 5:30 P.M. on November 7, 2023, in City Council Chambers, at 803 West Holland Avenue, in the City of Alpine, Texas for the purpose of considering the attached agenda. This notice is posted pursuant to the Texas Open Meetings Act (Government Code Sec. 551.043). **PUBLIC NOTICE – THE USE OF CELLULAR PHONES AND ELECTRONIC EQUIPMENT IS PROHIBITED IN THE CITY COUNCIL CHAMBERS DURING MEETINGS OF THE CITY COUNCIL EXCEPT FOR PURPOSES EXPLICITLY AUTHORIZED BY STATE LAW (TEXAS GOVERNMENT CODE SEC. 551.023).** This meeting will be conducted in accordance with the official Rules of Decorum for City Council Meetings available at www.cityofalpine.com/decorum. Public Comments are limited to agenda items only. Individuals who wish to address the City Council may do so by completing a Public Comment Card and by placing the completed card on the City Secretary's desk no later than five minutes before the commencement of the meeting. The Public Comment Card may also be completed online at www.cityofalpine.com/councilcomments. A Public Comment Card is not required for speakers who wish to comment on a Public Hearing item. When speakers are acknowledged, please approach the microphone at the podium and state your name and Ward for the record. Public Comments are limited to 3 minutes per person, and a bell will signal the end of each speaker's time. Please conclude speaker comments promptly when the bell rings. State law generally prohibits the Council from discussing or taking any action on any issue not included on the agenda, but if appropriate, the Council may schedule the topic for future discussion or refer the matter to staff. **NO PERSONAL ATTACKS ON COUNCIL MEMBERS OR CITY STAFF WILL BE ALLOWED.** The Mayor and/or City Council Members may call a point of order to stop personal attacks. If an individual continues to personally attack an elected official or staff member in a meeting, they may be barred.

WORKSHOP AGENDA – 4:30 P.M.

1. **Call to Order.**
2. **Workshop –**
 1. Workshop proposed changes to Chapter 23 - City Council to the Alpine Code of Ordinances, including updates to the order of business, updates to the rules of procedure, and updates to the rules of decorum for City Council meetings.
3. **Adjourn.**

REGULAR MEETING AGENDA – 5:30 P.M.

1. **Call to Order & Pledge of Allegiance to the Flags.**
2. **Determination of a Quorum and Proof of Notice of the Meeting.**
3. **Public Comments** – (limited to 3 minutes per person)
4. **Presentations, Recognitions, and Proclamations –**
 1. Herbert Moss Mills Day Proclamation.
 2. Municipal Court Week – November 6 – November 10, 2023
5. **Reports –**
 - City Mayor Report.**
 - City Attorney Report** – None.
 - City Manager Report** – None.
 - City Staff Update** – None.
6. **Public Hearings –**
 1. Public Hearing to obtain citizen views and comments regarding the first reading of Ordinance 2023-11-01, an ordinance approving Rezone Application 2023-10-01; Amending the official zoning map of the city by rezoning the property located at 401 W. Sul Ross and legally described as the East 18.89 feet of Lots 8, 9, 10, all of Lots 1, 2, and 3, and that portion of the platted alley lying between said lots, all out of Block 28, Original Townsite of Alpine, Envelope 184, Plat Records of Brewster County, Texas, from R-2 two-family district to C-2 business district.
 2. Public Hearing to obtain citizen views and comments regarding Special Use Permit 2023-10-01, a Special Use Permit 2023-10-03, a special use permit for the purpose of allowing the applicant, Ole Crystal Bar / Isabelle Varlan Monshaugen & Van Huff, P.C., to obtain a mixed beverage license/permit from the Texas Alcoholic Beverage Commission to operate a bar. The property in question is located at 410 E. Holland Avenue. The record property owner is 410 E. Holland Holdings, LLC. The property ID of the subject property is 12337.

3. Public Hearing to obtain citizen views and comments regarding Special Use Permit 2023-11-01, a Short Term Rental Special Use Permit allowing a short term rental to be established at 501 N 2nd St. The property owner of record is Jason and Robin Stone. The Parcel ID of the subject property is 12034.
4. Public Hearing to obtain citizen views and comments regarding Special Use Permit 2023-11-02, a Short Term Rental Special Use Permit allowing a short term rental to be established at 405 E Ave E. The property owner of record is Shelley and Cary Shackelford. The Parcel ID of the subject property is 11914.
5. Public Hearing to obtain citizen views and comments regarding Special Use Permit 2023-11-03, a Short Term Rental Special Use Permit allowing a short term rental to be established at 202 N 4th St. The property owner of record is Karl Brauch. The Parcel ID of the subject property is 11906.
6. Public Hearing to obtain citizen views and comments regarding Special Use Permit 2023-11-04, a Short Term Rental Special Use Permit allowing a short term rental to be established at 1004 W. Del Rio St. The property owner of record is Justin Tallant and Colleen West. The Parcel ID of the subject property is 30379.
7. **Consent Agenda** – (Minutes, Financial reports, Department written reports, board appointments, etc.) **Notice to the Public** – The following items are of a routine and administrative nature. The Council has been furnished with background and support material on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Council Member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.
 1. Approval of October 17, 2023 Regular Meeting Minutes. (G. Calderon, City Secretary)
 2. Approval of the excused absence of Councilor Rodriguez from the October 17, 2023 Regular City Council Meeting due to personal illness. (G. Calderon, City Secretary)
 3. Approval of the transfer of Jesusita Gonzales from the Place 7 (At large) position on the Hotel Occupancy Tax Committee to the Place 2 position (Hotelier). (R. Stephens, City Council)
 4. Approval of the appointment of Evin Hanke to the Place 7 (At large) position on the Hotel Occupancy Tax Committee. (R. Stephens, City Council)
 5. Approval of the appointment of Sarah Hyers to the Place 1 (Hotelier) position on the Hotel Occupancy Tax Committee. (R. Stephens, City Council)
 6. Approval of Special Use Permit 2023-11-01, a Short Term Rental Special Use Permit allowing a short term rental to be established at 501 N 2nd St. The property owner of record is Jason and Robin Stone. The Parcel ID of the subject property is 12034. (G. Calderon, City Secretary)
 7. Approval of Special Use Permit 2023-11-02, a Short Term Rental Special Use Permit allowing a short term rental to be established at 405 E Ave E. The property owner of record is Shelley and Cary Shackelford. The Parcel ID of the subject property is 11914. (G. Calderon, City Secretary)
 8. Approval of Special Use Permit 2023-11-03, a Short Term Rental Special Use Permit allowing a short term rental to be established at 202 N 4th St. The property owner of record is Karl Brauch. The Parcel ID of the subject property is 11906. (G. Calderon, City Secretary)

9. Approval of Special Use Permit 2023-11-04, a Short Term Rental Special Use Permit allowing a short term rental to be established at 1004 W. Del Rio St. The property owner of record is Justin Tallant and Colleen West. The Parcel ID of the subject property is 30379. (G. Calderon, City Secretary)
10. Approve the Finance Manager Job Description (M. Antrim, City Manager)
11. Approve the Administrative Assistant I - Police Department Job Description (M. Antrim, City Manager)

8. Information or Discussion Items –

1. Presentation by Steve Sofge regarding unresolved and ongoing issues with the condition of Alpine Country Club Estates roads. (C. Eaves, Mayor)
2. Brewster County Liaison Update. (J. Stokes, City Council)
3. Airport Advisory Board – Discuss the intent to propose re-creation of the Alpine Airport Advisory Board. (D. Nance, City Council)
4. Transportation Advisory Board – Discuss the intent to propose re-creation of the Alpine Transportation Committee. (D. Nance, City Council)
5. City Manager provide an update on the actions from the Streets Workshop including the status of purchase of the new hot patch machine and plan for street work during Fiscal Year 23-24. (R. Stephens, City Council)
6. Speed Limit - City Council members provide their list of city owned streets that they would want to a posted speed limit higher than 25 mph so that an ordinance can be drafted to change the normal speed limit on Alpine City streets to 25 mph and take action to fund procurement of speed limit sign overlays. (R. Stephens, City Council)

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

1. Approve the first reading of Ordinance 2023-11-01, an ordinance approving Rezone Application 2023-10-01; Amending the official zoning map of the city by rezoning the property located at 401 W. Sul Ross and legally described as the East 18.89 feet of Lots 8, 9, 10, all of Lots 1, 2, and 3, and that portion of the platted alley lying between said lots, all out of Block 28, Original Townsite of Alpine, Envelope 184, Plat Records of Brewster County, Texas, from R-2 two-family district to C-2 business district. (M. Antrim, City Manager)
2. Approve Resolution 2023-11-01, a resolution appointing Council Member Darin Nance to the Brewster County Appraisal District Board of Directors. (M. Antrim, City Manager)
3. Approve Resolution 2023-11-02, a resolution authorizing the City to participate in an agreement with the State of Texas through the Department of Transportation to request the closure of North Highway 118 (Between Holland and Avenue E) on November 17 through November 19, 2023. (M. Antrim, City Manager)
4. Approve Resolution 2023-11-03, a resolution authorizing the City to participate in the Texas Department of Transportation Aviation Routine Airport Maintenance program (RAMP) Grant

Program for financial assistance used solely and exclusively for airport maintenance at the Alpine Casparis Municipal Airport. (M. Antrim, City Manager)

5. Approve Resolution 2023-11-04, a resolution approving the lease agreement between South Plains Community Action Association (SPCAA) and the City of Alpine for the use of property located at 607 W. Gallego Avenue, known as the Neighborhood Center. (M. Antrim, City Manager)
6. Approve Special Use Permit 2023-10-03, a special use permit for the purpose of allowing the applicant, Ole Crystal Bar / Isabelle Varlan Monshaugen & Van Huff, P.C., to obtain a mixed beverage license/permit from the Texas Alcoholic Beverage Commission to operate a bar. The property in question is located at 410 E. Holland Avenue. The record property owner is 410 E. Holland Holdings, LLC. The property ID of the subject property is 12337. (M. Antrim, City Manager)

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

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

11. Executive Session –

1. City Attorney Update - Review cases currently in work by the City Attorney. (R. Stephens, City Council)

12. Action – Executive Session –

1. Action, if any, concerning the review of cases currently in work by the City Attorney. (R. Stephens, City Council)

13. Adjourn.

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

CERTIFICATION

I, Geoffrey R. Calderon, do hereby certify that this notice was posted at City Hall, in a convenient and readily accessible place to the general public, and on the City website at www.cityofalpine.com/agenda pursuant to Section 551.043, Texas Government Code. The said notice was posted by 2:00 P.M. on Friday, November 3, 2023, and remained so posted for at least 72 hours preceding the scheduled time of the said meeting.


Geoffrey R. Calderon, City Secretary



WORKSHOP OVERVIEW

1. **Call to Order.**
2. **Workshop** –
 1. Workshop proposed changes to Chapter 23 - City Council to the Alpine Code of Ordinances, including updates to the order of business, updates to the rules of procedure, and updates to the rules of decorum for City Council meetings.
3. **Adjourn.**



CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO
NOVEMBER 7, 2023

WORKSHOP

1. Workshop proposed changes to Chapter 23 - City Council to the Alpine Code of Ordinances, including updates to the order of business, updates to the rules of procedure, and updates to the rules of decorum for City Council meetings.

BACKGROUND

- This City Council has been considering updates to the rules of procedure and order of business. On October 17, a workshop was scheduled to deep dive some of the preferences, views, and updates to Chapter 23.
- Another workshop is tentatively scheduled for 4:30 p.m. on November 21, 2023 ahead of the regularly scheduled meeting.

SUPPORTING MATERIALS

1. Current version of Chapter 23 – City Council.
2. Proposed updates to the order of business and City Council agenda.

STAFF RECOMMENDATION

NONE.

Chapter 23 CITY COUNCIL¹

ARTICLE I. IN GENERAL

Sec. 23-1. Authority.

Pursuant to article III, section 3.08 of the city Charter, the city council shall determine by ordinance its own rules of procedure and order of business.

(Ord. No. 2021-11-01 , § I(Exh. A), 11-16-21)

Sec. 23-2. Construction of authority.

The construction of authority in all matters associated with city council meetings and activities of the city council, including the agenda, shall be:

- (1) The United States Constitution and statutes of the United States of America;
- (2) The Texas Constitution and statutes of the State of Texas;
- (3) The Alpine City Charter; and
- (4) The Code of Ordinances of the City of Alpine, Texas.

(Ord. No. 2021-11-01 , § I(Exh. A), 11-16-21)

Sec. 23-3. Meetings shall be public.

The city council shall follow both the letter and the spirit of V.T.C.A., Government Code ch. 551 (the Texas Open Meetings Act). Accordingly, meetings shall be open to the public.

(Ord. No. 2021-11-01 , § I(Exh. A), 11-16-21)

Sec. 23-4. Types of meetings.

- (a) *Regular meetings.* Regular city council meetings shall be held on the first and third Tuesday of each month at 5:30 p.m. in city council chambers at 803 W Holland Avenue, or at such other location as circumstances may necessitate. The location of the meeting shall be clearly delineated on the council agenda. Posting proper notice may change the location or time, or part, or all of any meeting. All unfinished meetings shall recess no later than completion of the agenda item pending at 9:00 p.m., unless by motion and majority vote the council decides to continue the meeting; meetings shall be recessed under the following conditions:
 - (1) If any of the five councilmembers present cannot attend the next day to reconvene, the meeting must adjourn unless all of the council members who cannot attend the next day give permission to recess.

¹Editor's note(s)—Ord. No. 2021-11-01 , § I(Exh. A), adopted November 16, 2021, repealed ch. 23, §§ 23-21, 23-22, and enacted a new ch. 23 as set out herein and later amended. Former ch. 23 pertained to similar subject matter and derived from Ord. No. 2015-7-01, adopted September 1, 2015; Ord. No. 2019-08-01, adopted September 17, 2019; and Ord. No. 2019-12-03, adopted January 7, 2020.

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- (2) If recessed, the meeting shall be reconvened in the same place, at the same time, and on the next day, unless by motion and majority vote the council decides to set a different time and/or place.
- (b) *Workshop meetings.* A workshop is a meeting to discuss or explore matters of interest to the city, review and discuss agenda items, meet with city boards, commissions or committee members, city staff or officers of civic organizations, governing bodies or individuals specifically invited to the session by the mayor, city manager or the council. These meetings are informational and no formal action shall be taken unless the posted agenda indicates otherwise. The mayor may allow any citizen to participate in the discussion at a work session, but only as recognized by the mayor. The mayor may end citizen participation in a work session in order to allow the city council to proceed with discussion.
- (c) *Special meetings or town hall meetings.* Special meetings may be called by the city secretary upon written request of the mayor, or by any three members of the city council. The city secretary shall cause the posting of notice of the meeting as governed by applicable law. Special meetings shall normally be held at 5:30 p.m. in city council chambers located at 803 W Holland Avenue. The mayor or three council members may designate a location for the special meeting other than city council chambers as long as the location is open to the public, proper notice is posted, and the meeting is in compliance with applicable law.
- (d) *Emergency meetings.* In case of emergency or urgent public necessity, pursuant to V.T.C.A., Government Code § 551.045, an emergency meeting may be called by the mayor, city manager or his/her designee, or two members of the city council. The emergency shall be clearly expressed in the notice of the meeting and the notice must be posted at least two hours before the meeting is convened. Notice shall be provided to the media in accordance with V.T.C.A., Government Code § 551.047.
- (e) *Closed meeting or executive session.* The city council may meet in a closed meeting but only under conditions enumerated in V.T.C.A., Government Code ch. 551. An executive session item relating to personnel matters must be conducted in an open meeting upon the request for a public hearing by the officer or employee who is the subject of the deliberation. Details discussed in closed meetings shall be considered confidential and shall not be discussed or disclosed outside of the meeting. The city council shall determine who may or may not attend executive session. No action may be taken by the city council in executive session. Any final action resulting from an executive session must be taken during the open public session.

(Ord. No. 2021-11-01 , § I(Exh. A), 11-16-21)

Sec. 23-5. Types of council action.

The council adopts standing policy for the city primarily in two forms: (1) ordinances; and (2) resolutions.

- (1) *Ordinances.* An ordinance adopted by the council is a law of the city that may be enforced through the court system. Copies of proposed ordinances are furnished to members of the council in their agenda packets. Copies of proposed ordinances are made available at city hall and will be furnished to residents upon request to the city secretary.
- a. A proposed ordinance may be amended during a preliminary reading, but any ordinance amended in substance at a final reading (and public hearing), must be again reconsidered at the next regular meeting. The exception to this rule is ordinances authorizing the issue of bonds or other obligations. General ordinances are those ordinances of a permanent or continuing nature that affect the residents of the city at large. The council may legislate by ordinance only. Ordinances are maintained by the city secretary.
- (2) *Resolutions.* Resolutions do not have the force of law. A resolution is adopted to state a policy or to define in writing the intent or action of the council when a law is not necessary. The city hereby adopts a policy by which each council action is assigned a resolution number correlating with the action. Resolutions formally document approval of a council action, may be used to define the council's policy on an issue, or may otherwise be used as dictated by ordinance or state statute. In the absence of a formal, written or typed, and signed document, the resolution and associated action shall be verifiable in

the minutes of the meeting at which the action was approved by the council. Resolutions are maintained by the city secretary.

(Ord. No. 2021-11-01 , § I(Exh. A), 11-16-21)

Sec. 23-6. Record of meetings.

- (a) The city secretary shall keep written minutes and video recordings of all city council meetings. Minutes and video recordings of meetings shall be public documents available for inspection by citizens. Minutes are only official upon approval of the city council. Unapproved minutes may be released at the discretion of the city secretary, but shall be clearly marked as "unapproved and unofficial." The official minutes of the city council should not include discussion or everything that was said at the meeting, but at minimum shall include:
 - (1) Action taken by the council.
 - (2) The text of all main motions, as amended.
 - (3) The text of all "points of order" and "appeals," along with the reason given by the mayor or mayor pro tem for the ruling.
 - (4) The results of the vote, as to whether the motion was "adopted," "lost," or "failed."
 - (5) A record of the council member who made the motion, the council member who seconded the motion, any council member who moves to amend a main motion, and how each council member voted on the item.
 - (6) A council member may request, through the presiding officer, the privilege of having an abstract of his/her statement on any subject under consideration by the council entered in the minutes. If the council consents thereto by a majority vote, such statement shall be entered in the minutes.
 - (7) The council may, by majority vote, request to add or amend minutes as the council deems appropriate.
- (b) Record of the city council agenda packets will be assembled and maintained by the city secretary, and delivered to the city council on the Friday prior to the city council meeting (and a commensurate period for special meetings).
 - (1) A redacted version of the packets, redacting all personnel or legal materials, shall be available on the city website at least 24 hours prior to the scheduled meeting.

(Ord. No. 2021-11-01 , § I(Exh. A), 11-16-21)

ARTICLE II. RULES OF PROCEDURE

Sec. 23-7. Quorum.

In accordance with section 3.07(b) of the city Charter, the mayor shall, with three of the councilmembers, constitute a quorum. In the absence of the mayor, any four of the council members shall constitute a quorum. If, because of one or more vacancies, the council comprises less than six members, 60 percent of the membership shall constitute a quorum. At any meeting at which both the mayor and mayor pro tem are absent, the quorum may appoint any councilmember to preside as acting mayor.

(Ord. No. 2021-11-01 , § I(Exh. A), 11-16-21)

Sec. 23-8. Parliamentary procedure.

- (a) *General procedure.* General rules of parliamentary procedure as defined herein, consistent with the city Charter and any applicable city ordinance, statute or other legal requirement, shall govern the proceedings of the city council. To the extent not inconsistent with these rules, the city council shall utilize Robert's Rules of Order as a general guideline for additional rules of parliamentary procedure without being a procedural requirement. Notwithstanding the above, failure to abide by, or adhere to, these rules shall not nullify or negate any action by the city council. These rules of parliamentary procedure are intended solely as a guideline. The city council may adopt or revoke any specific rules of procedure at any time by resolution or ordinance.
- (b) *Parliamentarian.* The city secretary is designated as the parliamentarian of the city council. He/she shall make recommendations to the presiding officer as appropriate to advise on parliamentary procedure. The parliamentarian may offer advice and recommendations, but the presiding officer makes the final ruling on procedural issues, subject to appeal by a majority vote of the city council.
- (c) *Duties of the presiding officer.* The presiding officer of the council shall be the mayor. The presiding officer shall preserve strict order and decorum at all regular and special meetings of the council. He/she shall state every question coming before the council, announce the decision of the council on all subjects and decide all questions of order, subject, however, to an appeal to the city council, in which event a majority vote of the city council shall govern and conclusively determine such question of order. He/she shall sign all ordinances and resolutions adopted by the council during his/her presence. In the event of the absence of the mayor, the mayor pro tem shall sign ordinances or resolutions as then adopted. The city secretary shall countersign all official documents and signatures of the mayor or mayor pro tem.
 - (1) The mayor or mayor pro tem shall preside with fairness and impartiality maintaining absolute neutrality by posture, demeanor, action and language during all meetings. The mayor, mayor pro tem, or any council member shall not:
 - a. Restrict orderly speech, in any way, of any council member or city manager presentation of any item.
 - b. Restrict orderly speech, in any way, of any council member or city manager discussion of any item.
 - c. At the written request of any council member or the mayor, the department heads of finance, public works, gas and utilities, along with the chief of police, shall attend meetings until dismissed by a majority vote of the council, or until the meeting is adjourned. The specific topic that the department head must address should be included in the written request.
- (d) *Council deliberations.* The presiding officer has the responsibility to control the discussion and the order of speakers. Council members will generally be called upon in the order of the request to speak, although privilege to speak shall generally begin with the moving party or individual who sponsored the item on the agenda, respectively. A council member may not be recognized to speak subsequently until each council member has had an opportunity to obtain the floor. A council member holding the floor may address a question to another council member and that council member may, should they so choose, respond to the question while the floor is still held by the council member asking the question.
- (e) *Limits to deliberations.* After an agenda item is announced or read by the presiding officer, or the individual who sponsored the item on the agenda, a motion must be on the table and seconded before discussion may take place. The ensuing discussion must be limited to the subject matter or motion currently being considered.
- (f) *Obtaining the floor.* Any member of the council wishing to speak shall first obtain the floor by making a request for the floor to the presiding officer. The presiding officer shall recognize any council member who seeks the floor when appropriately entitled to do so.
- (g) *Motions.* Motions may be made and seconded by any member of the city council, excluding the presiding officer.

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- (h) *Procedures for motions.* The following is the general procedure for making motions:
- (1) The item is announced or read aloud by the presiding officer or the individual who sponsored the item on the agenda.
 - (2) A council member may make an affirmative motion on the item before discussion may take place.
 - (3) A council member may second the motion on the item before discussion may take place.
 - (4) Once the motion has been properly made and seconded, the presiding officer shall open the matter for further discussion offering the first opportunity to the moving party, and thereafter, to any council member recognized by the presiding officer.
- (i) *Amendments to motions.* When a motion is on the floor and an amendment is offered, the amendment shall be acted upon prior to acting on the main motion. No motion of a subject other than the agenda item under consideration shall be admitted as an amendment. A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be in order. Action shall be taken on the amendments in reverse order of how they were made. If an amendment is approved, the original motion must be approved as amended. Amendments must be seconded.
- (j) *Motion to table.* A motion to table, or a motion to lay on the table, may be made to defer an item until the next meeting. Tabled items will automatically be added to the next city council agenda.
- (k) *Motion to postpone, motion to postpone indefinitely.* A motion to postpone until a specific date may be made if a council member wishes to postpone an item until a specific date. A motion to postpone indefinitely may be made if a council members wishes to postpone an item indefinitely.
- (l) *Points of order.* The city manager, the city secretary, or any council member may call a point of order to facilitate the running of the meeting, but shall not utilize a point of order to limit constructive feedback or debate pertaining to the discussion.
- (m) *Call for the question, previous question, calling for a vote.* Any council member may call for the question to request that discussion be ended and that the item being considered be immediately put to a vote. A second is required, and the motion is not debatable. A call for the question shall not be used to limit constructive feedback or debate pertaining to the discussion.
- (n) *Continuance of discussion or hearings.* Any item being discussed or any public hearing at a city council meeting may, by order, notice, or motion, be continued or tabled to any subsequent meeting.
- (o) *Recess.* The presiding officer may call for a recess of up to 15 minutes at regular intervals at appropriate points in the meeting agenda.
- (Ord. No. 2021-11-01 , § I(Exh. A), 11-16-21)

Sec. 23-9. Agenda.

- (a) The mayor, the city manager, the city secretary, or any member of the city council by written request, may place an item on a city council agenda. All resolutions or ordinances require sponsorship by a council member or the city manager.
- (b) The written request to add an agenda item shall include a clear description of the proposed action by the council (in the form of a proposed motion) or shall clearly state the item is for discussion purposes only, shall be of sufficient detail to allow staff to contribute background information on the topic, and shall be easily understandable so that any citizen may be able to understand the substance of the item.
- (c) Agenda requests and backup documentation shall be filed with the city secretary by 5:00 p.m., Wednesday, prior to the Tuesday night city council meeting (and a commensurate period for special meetings). Deviations from the deadlines, or the submission of additional items either past the established deadlines or once the agenda has been posted, should be exceedingly rare and of a clearly significant nature. All communications, ordinances, resolutions, contract documents, or other matters to be submitted to the council shall also be

delivered to the city secretary on the same schedule. The only agenda items excepted by the above-referenced deadline are: city mayor report, city manager report, and city attorney report.

- (d) Any agenda item requiring financial expenditure by the city must identify the line item of the budget that the expenditure will come from, the financing strategy to be utilized by the city, or the future budget requirements necessary to fulfill the request. The city manager shall be available to assist or advise any council member in gathering the information that they need to make a recommendation.
- (e) The city secretary will coordinate the placement and content of items on the agenda with the city manager, who shall resolve any conflicts with mayor and council members. Agenda items may be removed only by the person(s) who initially placed that item on the agenda.
- (f) Drafts of contracts, ordinances, resolutions, or other items requiring review should be submitted to the city secretary or city manager in a manner timely enough to allow for the city attorney review prior to the submittal deadline above.

(Ord. No. 2021-11-01 , § I(Exh. A), 11-16-21)

Sec. 23-10. Rules for attendance at regular meetings of the city council.

- (a) Section 3.02(B) of the city Charter provides that a member of city council shall forfeit his or her office if absent from three consecutive regular council meetings without being excused by the council.
- (b) A member of city council who will not be able to attend a regular council meeting shall make a reasonable effort to notify the mayor, the city manager's office, or the city secretary's office prior to the meeting, and shall indicate the reason for his or her inability to attend.
- (c) Section 3.05(B) of the city Charter provides that if any member of the council is absent from a regularly scheduled meeting of the council without being excused by the council, that member shall forfeit 50 percent of his or her monthly compensation for each such absence, not to exceed 100 percent in any one month. If a member is excused from a regularly scheduled meeting, the reason for the absence shall be reported by the mayor or acting mayor at the meeting at which the absence occurs, or at the following regularly scheduled meeting, and recorded in the minutes.
- (d) Absences shall be considered excused if for personal illness, family illness, emergencies, funerals, military service, family events including vacations, weddings, and graduations, business obligations, official city business such as attendance at a conference for municipal officers, or for other good cause as determined by the council. At the next regular meeting following the meeting at which the member was absent, the city council shall consider a vote to determine whether the member's absence is deemed excused or unexcused.
- (e) Absence from a regular meeting shall be considered unexcused if the member fails to convey the reason for his or her absence to the mayor, city manager or city secretary or otherwise fails to give sufficient information to the city council to enable it to determine the reason for the absence.

(Ord. No. 2021-11-01 , § I(Exh. A), 11-16-21)

Sec. 23-11. Voting.

- (a) Presiding officer may not vote. In accordance with section 3.03 of the city Charter, the mayor, or the mayor pro tem while presiding over the council in the absence of the mayor, shall vote only in the case of a tie except to pass an ordinance when the voting membership of the council is reduced below five owing to one or more absences and/or vacancies and/or abstentions. Neither the mayor nor the mayor pro tem shall have the power of veto.
- (b) Before a vote is taken on any item, the mayor or mayor pro tem shall restate the motion to ensure that the matter being considered is clearly understood prior to being voted on by the city council.

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- (c) When a vote is called, every member present shall vote either "aye" or "nay" or shall abstain. In order to ensure clarity about the position of each councilmember during a vote, the mayor or mayor pro tem shall ask for a positive statement for those in favor of a motion by stating "aye" or raising of their hand, those not in favor of a motion by stating "nay" or raising of their hand, and those who abstain from voting by stating "abstain" or raising of their hand.
 - (d) Silence constitutes affirmative vote. Unless a council member states that he/she is not voting, or that he/she abstains, his/her silence shall be recorded as an affirmative vote.
 - (e) On the request of the city manager, city secretary, or city council member, a roll call vote shall be taken. After the result of a vote is announced, a member may not change a vote unless, before the adjournment of that meeting, permission is given to change the vote by a majority vote of the members present.
 - (f) In all matters before the council, including a vote to hire or to terminate a city manager, the mayor may only vote as outlined in subsection (a) of this section.
 - (1) The term "full city council" means the five city council members who may vote.
 - (2) Any matter requiring "a majority vote of the full city council" means such matter requires a vote of three members of the council in favor of said matter.
 - (3) No supermajority of four votes out of five of the city council permitted to vote, in favor of hiring or terminating a city manager, is allowed by the Charter, nor is required.

(Ord. No. 2021-11-01 , § I(Exh. A), 11-16-21)

Sec. 23-12. Order of business.

- (a) The order of business for city council meetings is listed below, and all items shall be listed on all regular or special meeting agendas, even if not needed for a given meeting.
- (b) Informational language on the agenda may be established or amended from time to time by resolution, but any changes of substance shall be amended in this section by ordinance.

AGENDA

- (1) Call to order and Pledge of Allegiance to the Flag.
- (2) Determination of quorum and proof of notice of the meeting.
- (3) Public comments (limited to three minutes per person).
- (4) Presentations, recognitions, and proclamations.
- (5) Reports:
 - City mayor report.
 - City attorney report.
 - City manager report.
 - City staff updates.
- (6) Public hearings.
- (7) Consent Agenda.
- (8) Information or discussion items.
- (9) Action items to be accompanied by a brief statement of facts, including where funds are coming from, if applicable. (Limited to 10 per meeting).
- (10) Council member comments.

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- (11) Executive session.
 - (12) Action—Executive session.
 - (13) Adjournment.

(Ord. No. 2021-11-01 , § I(Exh. A), 11-16-21; Ord. No. 2022-01-01 , § I(Exh. A), 1-18-22)

Sec. 23-13, 23-14. Reserved.

ARTICLE III. RULES OF DECORUM

Sec. 23-15. Decorum.

- (a) *By council members.* While the council is in session, the members must preserve order and decorum, and a member shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the council nor disturb any member while speaking or refuse to obey the orders of the council or its presiding officer, except as otherwise herein provided.
- (b) *By attendees.* Any person making personal, impertinent, or slanderous remarks or who shall become boisterous while addressing the council shall be forthwith, by the presiding officer, subject to loss of speaking privileges unless permission to continue be granted by a majority vote of the council.
 - (1) Reactions from the audience following the recognition and rewarding of citizens and special guests is considered appropriate and encouraged. Disruptive verbal and/or non-verbal reactions from the audience during staff presentations to the council and during debate between councilpersons are inappropriate and are not permitted. The presiding officer will ensure that the decorum of the meeting is maintained and is appropriate.
 - (2) It is not the intention of the city council to provide a public forum for the demeaning of any individual or group. Neither is it the intention of the city council to allow a member (or members) of the public to insult the honesty and/or integrity of the city council as a body, the proceedings of the city council, or any member or members of the city council, individually or collectively. The mayor and council will endeavor to ensure that meetings are conducted in a courteous manner, and in an atmosphere free of defamation, intimidation, personal affronts, profanity, or threats of violence.
 - (3) Members of the public shall not engage in any of the following in the meeting room during a city council meeting:
 - a. Shouting, unruly behavior, distracting side conversations, or speaking out when another person is talking.
 - b. Defamation, intimidation, personal affronts, profanity, or threats of violence.
 - c. Use of phones, pagers, radios, computers or other electronic equipment.
 - d. Booming, hissing, foot stomping, ripping of paper, parading, signing or other similar behavior that impedes or disrupts the orderly conduct of the meeting.
 - (4) Members of the public shall not attempt to provide direction regarding rules of procedure, order of business, or otherwise direct the city council on how to properly conduct a meeting. The mayor and the city council are the formal authority to determine what is, or is not: in order, out of order, or the correct way to conduct business of the city. The mayor, any city council member, the city manager, and the city secretary are the only individuals permitted to call a point of order or make recommendations as to how a meeting will be conducted. Outbursts and shouts to direct the meeting are unacceptable and will not be tolerated.

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- (5) No offensive, vulgar, or distracting placards, banners, signs, or apparel shall be permitted to be erected or displayed by persons in attendance in city council chambers or in any other room in which the city council is holding a meeting. Exhibits, displays, and visual aids used in connection with presentations to the city council are permitted.

(Ord. No. 2021-11-01 , § I(Exh. A), 11-16-21)

Sec. 23-16. Enforcement of decorum.

- (a) Disturbances, transgressions of the rules or disorderly conduct in the council chamber may cause the transgressor to be removed from the meeting. The presiding officer of the meeting, shall exercise control over persons who disrupt the meeting in the following ascending order of action:
 - (1) Call the person to order, advising that person of the infraction.
 - (2) Advise the person that the infraction must cease immediately or the person will be ordered to leave the meeting.
 - (3) Order the person to leave the meeting. If the offending person is a member of council, the presiding officer shall call for a vote on the expulsion of that member from the meeting, and such vote requires a majority for adoption.
 - (4) A police officer may remove an individual or individuals for disrupting a meeting as authorized by V.T.C.A., Penal Code § 42.05.
- (b) The chief of police, or such member or members of the police department as he may designate, shall be sergeant-at-arms of the council meetings. He/she shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the council meeting. Upon instructions of the presiding officer unless otherwise directed by a majority vote of the council, it shall be the duty of the designated sergeant(s)-at-arms to remove any person who violates the order and decorum of the meeting.

(Ord. No. 2021-11-01 , § I(Exh. A), 11-16-21)

Sec. 23-17. Audience participation.

At meetings of the city council, the business of the city is conducted between the members of the city council and by those members of the staff, elected officials, department heads, consultants, experts and/or members of the public requested to be present and participate. While the public is invited and encouraged to attend all meetings of the city council, excluding executive sessions, and to ensure that meetings of the city council are conducted in a way that allows the business of the city to be effectively conducted, the public's participation therein is to be governed by the following:

- (1) Audience participation is limited to the role of observers except for during the public comment portion or public hearing portion of the meeting.
- (2) Members of the public in attendance at any regular, special, emergency, and/or workshop meeting of the city council shall conduct themselves with proper respect and decorum in speaking to and/or addressing the city council, in participating in public discussions before the city council, and in all actions in the presence of the city council. Members of the public speaking during comment periods or invited to speak shall remain behind the podium while speaking. Attendees must be physically present at a meeting to address the city council. Comments by proxy are not allowed.
- (3) City council members shall not have discussions during the public comment and public hearing portions of the agenda, nor take any action thereon other than to refer the item to city staff for research and possible future action.
- (4) It is the intention of the city council to provide open access to the resident and affected persons of the city to address the city council and express themselves on issues under consideration by the city council.

In accordance with such, members of the public in attendance at city council meetings must be respectful of individuals making public comments before, during, and after such comments are made.

- (5) Persons may present printed material to be included in the council agenda packets one week prior to a meeting. Persons may present printed material to the city secretary to distribute to the council during a meeting, subject to the same deadline.

(Ord. No. 2021-11-01 , § I(Exh. A), 11-16-21)

Sec. 23-18. Addressing the city council.

- (a) *Public comments.* Before each meeting of city council the city secretary shall make citizen comment forms available, on which any city taxpayer or resident may sign his/her name, ward (district) and indicate the agenda item on which he/she wishes to speak. Members of the public that live outside of the city limits may make comments at the discretion of the presiding officer if time permits. Only public comments regarding agenda items will be allowed. Individuals must be physically present to address the city council. Comments by proxy are not allowed.
- (1) Individuals may address the council by oral communication by completing all requested information on the citizen comment form and placing it at the city secretary's desk on the dais, not later than five minutes before commencement of the meeting.
 - (2) Each person addressing the council shall step up to the podium, shall give his/her name and ward (district) for the record, and, unless further time is granted by the council, shall limit his/her address to three minutes. Unused public comment time may not be "designated" or "yielded" to other attendees. All remarks shall be addressed to the council as a body and not to any member thereof. No person, other than the council and the person having the floor shall be permitted to enter into any discussion, either directly or through a member of the council, without the permission of the presiding officer. No question shall be asked to a councilperson except through the presiding officer. Any such question shall be referred by city council to the city manager, for further handling.
 - (3) Persons wishing to address the council on more than one agenda item or topic in a single meeting must speak on all such agenda items or topics during their three-minute presentation. Additional time is not given for additional items (however, emailing, writing, calling, or visiting with council members outside of meetings is, of course, unlimited). This requirement does not restrict anyone from also speaking at any public hearing (see additional information below).
- (b) *Public hearings.* Public hearings provide municipal residents and affected parties an opportunity to be heard, typically on certain land use items, final ordinance readings, the annual adoption of the municipal budget, and the annual adoption of the tax rate.
- (1) There is not a form or sign up requirement for public hearings at city council meetings. Only comments regarding a public hearing agenda item may be made during the public hearing portion of the meeting. Each person that wishes to address the council during the public hearing portion of the meeting must be in attendance physically and shall raise their hand to notify the presiding officer that they would like to speak. Once acknowledged by the presiding officer, the person shall step up to the podium and shall give his/her name and ward (district) for the record. Unless further time is granted by the presiding officer, the person addressing the council shall limit his/her address to three minutes. Individuals must be physically present to address the city council. Comments by proxy are not allowed. All remarks shall be addressed to the council as a body and not to any member thereof. No person, other than the council and the person having the floor shall be permitted to enter into any discussion, either directly or through a member of the council, without the explicit permission of the presiding officer. No question shall be asked to a councilperson except through the presiding officer. Any such question shall be referred by city council to the city manager for further handling.

(Ord. No. 2021-11-01 , § I(Exh. A), 11-16-21; Ord. No. 2022-01-01 , § I(Exh. A), 1-18-22)



CITY OF ALPINE
Regular City Council Meeting Agenda
Tuesday, Any Date, 2023 – 5:30 P.M.

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

1. CALL TO ORDER.

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

2. PUBLIC COMMENTS.

Each person in attendance who desires to speak to the City Council on an item on the agenda shall speak during this section. A Public Comment Card must be filled out and turned in to the City Secretary at least 5 minutes prior to the start time of the meeting. The Public Comment Card may be filled out at www.cityofalpine.com/councilcomments. Attendees must be physically present in order to address the City Council. Public Comments are limited to 3 minutes per person.

Please note that the City Council may only take action on items posted on the agenda. The Texas Open Meetings Act prohibits the Council from deliberating or taking action on an item not listed on the agenda. City Staff may ask commenters clarifying questions, respond with facts, and explain policy.

3. PUBLIC HEARINGS.

At this time, the Mayor will invite members of the public to address each item listed in this section. Comments made during this section are limited to the topic of each public hearing. Attendees must be physically present in order to address the City Council. Public Comments are limited to 3 minutes per person. If more than one public hearing is being held, each person will be allowed to speak during each topic.

- A. Public Hearing to obtain citizen views and comments regarding Special Use Permit 2023-08-02, a Short term Rental Special Use Permit allowing a short term rental to be established at 123 Main Street. The property owner of record is John Smith. The Parcel ID of the subject property is 55555.
- B. Public Hearing to obtain citizen views and comments regarding Special Use Permit 2023-08-03, a Short term Rental Special Use Permit allowing a short term rental to be established at 123 Main Street. The property owner of record is Jane Smith. The Parcel ID of the subject property is 55555.
- C. Public Hearing to obtain citizen views and comments regarding Special Use Permit 2023-08-04, a Short term Rental Special Use Permit allowing a short term rental to be established at Main Street. The property owner of record is Jake Smith. The Parcel ID of the subject property is 55555.
- D. Public Hearing to obtain citizen views and comments regarding the first reading of Ordinance 2023-08-01, an ordinance making appropriations for the support of the City of Alpine, Texas for the Fiscal Year beginning October 1, 2023 and ending September 30,

2024; Appropriating money to a sinking fund to pay interest and principal on the City's indebtedness; Adopting the annual budget of the City of Alpine, Texas for the Fiscal Year 2023-2024.

4. PUBLIC PRESENTATIONS.

A. Presentations & Recognitions.

- I. Presentation of Certificate to John Smith for his two years of service to the Parks and Recreation Board. (C. Eaves, Mayor)

B. Proclamations.

- I. Proclamation for National Aviation Day - August 19. (C. Eaves, Mayor)
- II. Building and Code Staff Appreciation Day - September 1. (C. Eaves, Mayor)

C. Community Interest Items.

With respect to items not listed elsewhere on this agenda, members may report on items of community interest, including announcing community events, announcing employee or community recognitions, requesting specific factual information or a recitation of existing policy from staff, or requesting placement of items on the agenda for discussion or action at a following meeting.

- I. Mayor Announcements.
- II. City Manager Announcements.
- III. Council Member Announcements.

5. CHANGES TO POSTED AGENDA.

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

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

6. TIME-SENSITIVE ITEMS.

7. CONSENT AGENDA.

The following items are of a routine and administrative nature. The Council has been furnished with background and support material on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless previously requested by a Council Member, in which event the item or items withdrawn will be considered individually after the items not requiring separate discussion have been acted upon.

- A. Approval of January 1, 2023 Regular Meeting Minutes. (G. Calderon, City Secretary)
- B. Approval of the Fiscal Year 2023-2024 City Meeting Calendar. (G. Calderon, City Secretary)
- C. Approval of Special Use Permit 2023-08-02, a Short Term Rental Special Use Permit allowing a short term rental to be established at 123 Main Street. The property owner of record is John Smith. The Parcel ID of the subject property is 55555. (G. Calderon, City Secretary)
- D. Approval of Special Use Permit 2023-08-03, a Short Term Rental Special Use Permit allowing a short term rental to be established at 123 Main Street. The property owner of record is Jane Smith. The Parcel ID of the subject property is 55555. (G. Calderon, City Secretary)
- E. Approval of Special Use Permit 2023-08-04, a Short Term Rental Special Use Permit allowing a short term rental to be established at 123 Main Street. The property owner of record is Jake Smith. The Parcel ID of the subject property is 55555. (G. Calderon, City Secretary)

8. REPORTS & PRESENTATIONS.

Presentations are limited to 6 minutes each. The City Secretary will make an announcement when 1 minute is remaining, and a bell will ring when the 6-minute timeframe has been reached. If further time is needed the presentation may be extended an additional 4 minutes at the discretion of the presiding officer. After the initial period and extension have passed, the presentation may be extended further by a motion, a second, and a 2/3 majority vote of the City Council.

- A. Alpine Police Department Report by Chief of Police, Darrell Losoya. (M. Antrim, City Manager)
- B. Presentation by John Smith regarding the Community Service organization. (C. Eaves, Mayor).
- C. Community Service Organization report by Executive Director John Smith. (M. Antrim, City Manager)

9. INFORMATION OR DISCUSSION ITEMS.

- A. Potential policy for City Donations for Nonprofits. (C. Eaves, Mayor)
- B. Discussion on Fiscal Year 2023-2024 Property Tax Rate. (M. Antrim, City Manager)
- C. Discuss and set dates for the 4 Workshops agreed to at the August 1st City Council meeting. (R. Stephens, City Council)

10. ACTION ITEMS. (Limited to 10 per meeting).

1. Approve the first reading of Ordinance 2023-08-01, an ordinance making appropriations for the support of the City of Alpine, Texas for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024; Appropriating money to a sinking fund to pay interest and principal on the City's indebtedness; Adopting the annual budget of the City of Alpine, Texas for the Fiscal Year 2023-2024. (M. Antrim, City Manager)
2. Approve Resolution 2023-08-18, a resolution approving live music permitting fees in accordance with Chapter 26 - Civic and Cultural Affairs, Article III - Noise to the Alpine Code of Ordinances. (M. Antrim, City Manager)
3. Approve Resolution 2023-08-19, a resolution authorizing the Alpine Police Department to participate in the Office of the Governor, Public Safety Office, Homeland Security Grants Program, Local Border Security Program (LBSP) for Fiscal Year 2024. (M. Antrim, City Manager)

11. EXECUTIVE REPORTS.

Executive reports are limited to 10 minutes each.

A. City Mayor Report.

- I. City Government 101.
- II. Planning & Zoning Update.

B. City Attorney Report.

- I. Legal Updates.

C. City Manager Report.

- I. Water Conservation.

12. CITY COUNCIL MEMBER COMMENTS. (No discussion or action may take place)

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

13. EXECUTIVE SESSION.

Consultation with Attorney § 551.071, Texas Government Code

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

14. ACTION AFTER EXECUTIVE SESSION.

- A. Action, if any, concerning the legal advice related to Pending Legal Requests, Potential Claims, and City Council Legal Requests. (M. Antrim, City Manager)

15. ADJOURN.

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

CERTIFICATION

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

Geoffrey R. Calderon, City Secretary

INTRODUCTION OVERVIEW

1. **Call to Order & Pledge of Allegiance to the Flags.**
2. **Determination of a Quorum and Proof of Notice of the Meeting.**
3. **Public Comments** – (limited to 3 minutes per person)
4. **Presentations, Recognitions, and Proclamations** –
 1. Herbert Moss Mills Day Proclamation.
 2. Municipal Court Week – November 6 – November 10, 2023

Proclamation

By Catherine Eaves, City of Alpine Mayor

WHEREAS, Lt Col Herbert Moss Mills was born in Alpine, Texas on April 20, 1918; and

WHEREAS, he graduated from Texas A&M in 1939 and serve his country valiantly during WWII as the leader of an integrally important tank battalion; and

WHEREAS, he was killed in heroic action on November 17, 1944 during the Battle of the Bulge's Siegfried Line Campaign in Germany where he helped the Allies make critical advances; and

WHEREAS, he was posthumously awarded the U.S. Army's second highest award for valor, the Distinguished Service Cross and he was only 26 at the time; and

WHEREAS, he was survived by his wife Joyce and his only son Bart, who both remained connected to the Mills family and Alpine, even to this day; and

WHEREAS, he is buried far from home, at the Henri-Chapelle American Cemetery and memorial in Belgium, but we wish to honor the roots of his valiant beginnings, his home, in Alpine, in Texas.

NOW, THEREFORE I, Catherine Eaves, Mayor of the City of Alpine Texas, on behalf of the community, do hereby announce and proclaim to all citizens and set seal hereto, that November 17, 2023, is recognized as

Herbert Moss Mills Day

And encourage members of our community to personally express appreciation and reverence to Hebert Moss Mills, as a native from Alpine, for his profound lifetime achievements and valiant service to our country.

IN WITNESS WHEREOF, I have hereunto set my hand this 7th day of November in the Year 2023.

Catherine Eaves, Mayor



Proclamation

In Recognition of Municipal Court Week

WHEREAS, Municipal courts play a significant role in preserving public safety and promoting quality of life in Texas; and

WHEREAS, more people come in contact with municipal courts than all other Texas courts combined and public impression of the Texas judicial system is largely dependent upon the public's experience in municipal court; and

WHEREAS, Municipal Judges and court support personnel have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all, and conform to the standards set by the Canons of Judicial Conduct; and

WHEREAS, the Municipal Courts play a significant role in preserving the quality of life in Texas communities through the adjudication of traffic offenses, ensuring a high level of traffic safety for our citizens; and

WHEREAS, the Municipal Courts serve as the local justice center for the enforcement of local ordinances and fine-only state offenses that protect the peace and dignity of our community; and

WHEREAS, the Municipal Judge and Clerks continually strive to improve the administration of justice through participation in judicial education programs, seminars, workshops, meetings, and local professional organizations; and

WHEREAS, it is most appropriate that we recognize the accomplishments of the Texas Municipal Courts, and salute their critical role in preserving public safety, protecting the quality of life in Texas communities, and deterring future criminal behavior.

NOW, THEREFORE, BE IT PROCLAIMED, that the week of November 6th to 10th, 2023 be designated

Municipal Courts Week

in Alpine, Texas, and further extend appreciation to our Municipal Judge and court support personnel for the vital services they perform and their exemplary dedication to our community. I call upon all residents of Alpine to join with the City Council in recognizing the vital service they perform and their exemplary dedication to the communities they represent.

IN WITNESS WHEREOF, I have hereunto set my hand this 7th day of November in the Year 2023.

Catherine Eaves, Mayor



REPORTS OVERVIEW

5. Reports –

City Mayor Report.

City Attorney Report – None.

City Manager Report – None.

City Staff Update – None.

PUBLIC HEARINGS OVERVIEW

6. Public Hearings –

1. Public Hearing to obtain citizen views and comments regarding the first reading of Ordinance 2023-11-01, an ordinance approving Rezone Application 2023-10-01; Amending the official zoning map of the city by rezoning the property located at 401 W. Sul Ross and legally described as the East 18.89 feet of Lots 8, 9, 10, all of Lots 1, 2, and 3, and that portion of the platted alley lying between said lots, all out of Block 28, Original Townsite of Alpine, Envelope 184, Plat Records of Brewster County, Texas, from R-2 two-family district to C-2 business district.
2. Public Hearing to obtain citizen views and comments regarding Special Use Permit 2023-10-01, a Special Use Permit 2023-10-03, a special use permit for the purpose of allowing the applicant, Ole Crystal Bar / Isabelle Varlan Monshaugen & Van Huff, P.C., to obtain a mixed beverage license/permit from the Texas Alcoholic Beverage Commission to operate a bar. The property in question is located at 410 E. Holland Avenue. The record property owner is 410 E. Holland Holdings, LLC. The property ID of the subject property is 12337.
3. Public Hearing to obtain citizen views and comments regarding Special Use Permit 2023-11-01, a Short Term Rental Special Use Permit allowing a short term rental to be established at 501 N 2nd St. The property owner of record is Jason and Robin Stone. The Parcel ID of the subject property is 12034.
4. Public Hearing to obtain citizen views and comments regarding Special Use Permit 2023-11-02, a Short Term Rental Special Use Permit allowing a short term rental to be established at 405 E Ave E. The property owner of record is Shelley and Cary Shackelford. The Parcel ID of the subject property is 11914.
5. Public Hearing to obtain citizen views and comments regarding Special Use Permit 2023-11-03, a Short Term Rental Special Use Permit allowing a short term rental to be established at 202 N 4th St. The property owner of record is Karl Brauch. The Parcel ID of the subject property is 11906.
6. Public Hearing to obtain citizen views and comments regarding Special Use Permit 2023-11-04, a Short Term Rental Special Use Permit allowing a short term rental to be established at 1004 W. Del Rio St. The property owner of record is Justin Tallant and Colleen West. The Parcel ID of the subject property is 30379.



CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO
NOVEMBER 7, 2023

PUBLIC HEARING

1. Public Hearing to obtain citizen views and comments regarding the first reading of Ordinance 2023-11-01, an ordinance approving Rezone Application 2023-10-01; Amending the official zoning map of the city by rezoning the property located at 401 W. Sul Ross and legally described as the East 18.89 feet of Lots 8, 9, 10, all of Lots 1, 2, and 3, and that portion of the platted alley lying between said lots, all out of Block 28, Original Townsite of Alpine, Envelope 184, Plat Records of Brewster County, Texas, from R-2 two-family district to C-2 business district.

BACKGROUND

NONE.

SUPPORTING MATERIALS

1. Citizen feedback regarding opposition & support of permit.

STAFF RECOMMENDATION

NONE.



City Secretary <city.secretary@ci.alpine.tx.us>

Planning and Zoning

Mike [REDACTED]
To: city.secretary@ci.alpine.tx.us

Wed, Oct 18, 2023 at 3:30 PM

Mike Atwood
404 West Sul Ros Avenue
Alpine, TX 79830
[REDACTED]

Dear Planning and Zoning Commission,

I am writing to express my opposition to the rezoning of 401 West Sul Ross Avenue from R-2 to C-2. I understand that City Council has sole discretion in this matter, but I believe it is important for the Planning and Zoning Commission to provide guidance.

I am concerned about the impact that rezoning this property to commercial would have on the surrounding neighborhood. Businesses do not last forever and the list of permissible C-2 businesses is long and includes many that could be disruptive to the quality of life for residents.

I urge you to recommend that the City Council deny the request to rezone this property to commercial. I believe that Alpine would be best served if the business applicant found a commercial property that is already zoned for commercial use.

Thank you for your time and consideration. I would be grateful if a member of the Planning and Zoning Commission would contact me to discuss my concerns.

Sincerely,

Mike Atwood

We regret that we cannot attend this meeting ourselves but we are out-of- town for medical reasons.

Dear City Council and Planning & Zoning Commission,

We reside at 301 North 9th Street in the Historic Stroud home built in 1894. We go to great lengths to maintain it in its original state. Our family has lived in this area of Alpine since 1906. We strongly oppose the application for replat to establish a business at 401 W. Sul Ross. A nearby commercial zoning will only bring severe damage to our homesite value. The improvement on the subject property submitted for rezoning consists of a portion of a home razed by a fire many years ago, with recent additions. The original home was built by the historic Nevill family prior to ours. The current owners also own the second Nevill house built on the same block, which is almost as old. It is a mystery that their tenant would be allowed to petition for a different use for that portion of their property. If approved, conventional wisdom would be to expect harm to the value of their historic homesite as well.

The next thing we know there will be another Dollar Store coming there. Once this is rezoned, any type of business could eventually appear. There is ample rental space on nearby commercial real estate to accommodate a beauty salon. We hope our Alpine leadership will strive to embrace the protection of this historic residential district from further encroachment and disallow a zoning/plat change on subject property 35650.

Sincerely,
Homer and Druanne Mills

Hello, my name is Jenny Hatch. I have owned and operated Americana here in Alpine since 1996. I also own a home down the street from the property at 401 W Sul Ross. I am here today to talk to you about Tehra Vaughn. Tehra is talented, capable and one of the kindest people I have ever met. She has established a substantial and loyal clientele of over 400 people from all over the region during her 14 years working for me. I am proud of her decision to open her own business and impressed with the care she has taken to make her space beautiful and thoughtful for her clients and neighbors. I am confident in her ability to run a one chair salon successfully and she has my full support.

I sincerely hope that the City of Alpine will also support this local small business by rezoning the property for commercial use. As you know, it is located right next to the police station, near the American Legion, the funeral home and a block away from one of the main commercial streets in Alpine. It also happens to be in my favorite residential neighborhood in the city. My home there is across the street from a massage business and a Bed and Breakfast. These businesses exist peacefully with surrounding homes and add to the charm as I know Tehra's will as well. Please support local small business, economic development, and charming appropriate use of this property by rezoning it for commercial use.

Thank you.

Jenny Hatch

Alpine Council Members,

I am here to speak for myself, Tom Robinson, and my wife Karen Chapman. We own the property in question at 401 Sul Ros (Property 35650) and we are in favor of leasing this property to Tehra Vaughan for her to use as a hair salon. The only reason we are requesting a business district zoning for this property is because we wish to support Tehra and her plans to have a small business at this location. We would not otherwise be requesting the commercial zoning for any other reason, and we do not have any plans or desires to have any other commercial business at this location except Tehra's salon. We expect Tehra to be in the building and actively running her salon for the foreseeable future. We like the idea of the salon in this location, which is also next door to our primary residence, because we know it will be quiet, with minimal traffic and parking, and active only during the day.

We have ourselves already invested a significant amount in a landscape plan and a landscape contractor for the property, we intend to plant native flowers, shrubs, grasses and trees at this location over the coming months, and we do not plan to expand the footprint of any buildings on the site but rather we hope to attract birds and pollinators over time and increase the aesthetic value of the property. Tehra's hair salon is very compatible and complementary to our landscaping plans. We can't think of a better type of business to have next to our own house, and we ask that you support this request for commercial zoning at 401 Sul Ros.

Respectfully,

Thomas P. Robinson/Karen M. Chapman



**CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO
NOVEMBER 7, 2023**

PUBLIC HEARING

6. Public Hearing to obtain citizen views and comments regarding Special Use Permit 2023-11-04, a Short Term Rental Special Use Permit allowing a short term rental to be established at 1004 W. Del Rio St. The property owner of record is Justin Tallant and Colleen West. The Parcel ID of the subject property is 30379.

BACKGROUND

NONE.

SUPPORTING MATERIALS

1. Citizen feedback regarding opposition of permit.

STAFF RECOMMENDATION

NONE.

October 25, 2023

City Secretary
100 N. 13th Street
Alpine, Texas 79830

RE: Notice of Special Use Permit Application #2023-11-04
Address 1004 West Del Rio Street, Alpine, TX

Dear Madam Secretary:

I write this letter to oppose the subject application.

The City website in your letter to me dated October 23, 2003, states there is "designated parking". There are only two parking places, both located in the front of the house on the street. The garages on West Del Rio Street are completely inaccessible due to flooding of both the garages and the alleyway behind the houses. Garage entrances are from the alley only, which is rutted and usually overgrown with weeds.

The house next door at 1002 W. Del Rio is a rental and the owner is does not live in Alpine. It appears he rents to college students. The renters have already taken up parking places - usually four to six - on both sides of the street. This has caused traffic issues with the residents as well as school busses. Further parking problems will take place if 1004 W Del Rio becomes an Airbnb.

I request that you deny this application.

Thank you,



Wadene Musgrave
1008 W. Del Rio Street
Alpine, TX 79830

Kathy Holley
100 Texas Oak Drive, Alpine, TX 79830

Mr. Geoffrey R. Calderon
City Secretary
City of Alpine
100 North 13th Street, Alpine, TX 79830

October 26, 2023

Mr. Calderon:

I am in receipt of your letter concerning the application for a special use permit for the property located at 1004 W. Del. Rio Street. As the owner of 1010 W. Del Rio Street, I want to lodge my objection to this change. This is a quiet family neighborhood and having a short term rental might be disruptive.

Thank you,

A handwritten signature in black ink, appearing to read 'Kathy Holley', with a long horizontal flourish extending to the right.

Kathy Holley

CONSENT AGENDA OVERVIEW

7. **Consent Agenda** – (Minutes, Financial reports, Department written reports, board appointments, etc.) **Notice to the Public** – The following items are of a routine and administrative nature. The Council has been furnished with background and support material on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Council Member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.
 1. Approval of October 17, 2023 Regular Meeting Minutes. (G. Calderon, City Secretary)
 2. Approval of the excused absence of Councilor Rodriguez from the October 17, 2023 Regular City Council Meeting due to personal illness. (G. Calderon, City Secretary)
 3. Approval of the transfer of Jesusita Gonzales from the Place 7 (At large) position on the Hotel Occupancy Tax Committee to the Place 2 position (Hotelier). (R. Stephens, City Council)
 4. Approval of the appointment of Evin Hanke to the Place 7 (At large) position on the Hotel Occupancy Tax Committee. (R. Stephens, City Council)
 5. Approval of the appointment of Sarah Hyers to the Place 1 (Hotelier) position on the Hotel Occupancy Tax Committee. (R. Stephens, City Council)
 6. Approval of Special Use Permit 2023-11-01, a Short Term Rental Special Use Permit allowing a short term rental to be established at 501 N 2nd St. The property owner of record is Jason and Robin Stone. The Parcel ID of the subject property is 12034. (G. Calderon, City Secretary)
 7. Approval of Special Use Permit 2023-11-02, a Short Term Rental Special Use Permit allowing a short term rental to be established at 405 E Ave E. The property owner of record is Shelley and Cary Shackelford. The Parcel ID of the subject property is 11914. (G. Calderon, City Secretary)
 8. Approval of Special Use Permit 2023-11-03, a Short Term Rental Special Use Permit allowing a short term rental to be established at 202 N 4th St. The property owner of record is Karl Brauch. The Parcel ID of the subject property is 11906. (G. Calderon, City Secretary)
 9. Approval of Special Use Permit 2023-11-04, a Short Term Rental Special Use Permit allowing a short term rental to be established at 1004 W. Del Rio St. The property owner of record is Justin Tallant and Colleen West. The Parcel ID of the subject property is 30379. (G. Calderon, City Secretary)
 10. Approve the Finance Manager Job Description (M. Antrim, City Manager)
 11. Approve the Administrative Assistant I - Police Department Job Description (M. Antrim, City Manager)



CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO
NOVEMBER 7, 2023

CONSENT AGENDA

1. Approve of October 17, 2023 Regular Meeting Minutes. (G. Calderon, City Secretary)

BACKGROUND

NONE.

SUPPORTING MATERIALS

1. October 17, 2023 Regular Meeting Minutes.

STAFF RECOMMENDATION

APPROVE.

City of Alpine
Regular City Council Meeting
Tuesday, October 17, 2023
Minutes

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

2. **Determination of a Quorum and Proof of Notice of the Meeting** –

City Council Members Present:

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

City Staff and Stakeholders Present:

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

Not Present:

Councilor Chris Rodriguez

Others Present: Approximately 9 other attendees.

Mayor Eaves announced that a quorum of the City Council was present at the City Council Chambers and City Secretary, Geoffrey Calderon, reported that the meeting agenda was posted by 2:00 P.M. on Friday, October 13, 2023.

3. **Public Comments** – (limited to 3 minutes per person) –

- Laura Gold, Ward 3, addressed the City Council responsive to Information or Discussion item no. 5. in opposition to invocations at City Council meetings, in support of the inclusion of Optical Character Recognition software for agenda packets, and in support of the availability of packet documents to the public by the Friday prior to a City Council meeting.

4. **Presentations, Recognitions, and Proclamations** – None.

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

City Mayor Report.

City Attorney Report – None.

City Manager Report –

- End of year update
- Department updates

City Staff Updates – None.

6. **Public Hearings** – None.

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

1. Approval of October 3, 2023 Regular Meeting Minutes. (G. Calderon, City Secretary)
2. Approve the position of the Assistant Director of Public Works Position and Job Description. (M. Antrim, City Manager)
3. Approve the Recreation Coordinator Position and Job Description. (M. Antrim, City Manager)
4. Approve Fiscal Year 2022-2023 4th Quarter Investment Report. (M. Antrim, City Manager)

RESOLUTION 2023-10-04: On a motion by Councilor Stephens and seconded by Councilor Stokes to approve the consent agenda as presented, the City Council unanimously voted to adopt the motion.

8. **Information or Discussion items** –

1. Brewster County Liaison Update. (J. Stokes, City Council)
2. Discuss the possibility of creating a partnership with Sul Ross State University, the City, and the County, and possibly using the "Far From Ordinary" tagline in partnership with Sul Ross on their marketing campaign through Hotel Occupancy Tax funds. (C. Eaves, Mayor)
3. Discuss the issue with parking downtown and the possibility of partnering with TxDOT to stripe parking spaces on the main thoroughfares including Holland Avenue and Avenue E. (C. Eaves, Mayor)
4. Discuss requirements to amend the City Charter, discuss the need for Council to review the Charter and to identify necessary amendments, and discuss what might need to be added, deleted, or what may no longer be legal or applicable. (C. Eaves, Mayor)
5. Continue the discussion regarding proposed changes to Chapter 23 - City Council to the Alpine Code of Ordinances, including updates to the order of business and updates to rules of procedure and decorum for City Council meetings. (C. Eaves, Mayor)

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

1. Confirm Fiscal Year 2023-2024 5% cost of living increase for the City Secretary, Geoffrey Calderon. (M. Antrim, City Manager)

RESOLUTION 2023-10-05: Councilor Stokes moved to approve, with Councilor Stephens seconding the motion. Discussion ensued.

RESOLUTION 2023-10-06: On a motion by Councilor Stokes and seconded by Councilor Nance to amend the original motion to not give Geo a 5% cost of living raise, but give it to him towards an agenda software, the City Council unanimously voted to adopt the motion.

2. Confirm Fiscal Year 2023-2024 5% cost of living increase for the City Manager, Megan Antrim. (M. Antrim, City Manager)

RESOLUTION 2023-10-07: On a motion by Councilor Nance and seconded by Councilor Sandate to confirm the Fiscal Year 2023-2024 cost of living increase for the City Manager, Megan Antrim, the motion carried 3 to 1 with Councilor Nance voting against.

3. Approve Resolution 2023-10-04, a resolution authorizing the City to participate in the Texas Recycles Day Grant. (M. Antrim, City Manager)

RESOLUTION 2023-10-08: On a motion by Councilor Stokes and seconded by Councilor Nance to approve Resolution 2023-10-04 authorizing the city to participate in the Texas Recycles Day Grant, the City Council unanimously voted to adopt the motion.

4. Approve Resolution 2023-10-05, a resolution authorizing the City to participate in the Texas Water Development Board - Asset Management Program for Small Systems. (M. Antrim, City Manager)

RESOLUTION 2023-10-09: On a motion by Councilor Nance and seconded by Councilor Stokes to approve, the City Council unanimously voted to adopt the motion.

5. Approve the Fiscal Year 2023-2024 funding request from the Children's Advocacy Center of the Big Bend for allocation of funds (\$5,000) to assist with services in the City of Alpine. (M. Antrim, City Manager)

RESOLUTION 2023-10-10: On a motion by Councilor Stokes and seconded by Councilor Stephens to approve the 2023-2024 CAC of the Big Bend allocation of \$5,000, the City Council unanimously voted to adopt the motion.

6. Authorize the City Manager to waive payments totaling \$12,989.58, from Brewster County for fire call payments under the interlocal agreement from July 2022 to February 2023. (M. Antrim, City Manager)

RESOLUTION 2023-10-11: On a motion by Councilor Stokes and seconded by Councilor Stephens to authorize the City Manager to waive the payments totaling \$12,989.58, from Brewster County for the fire call payments, the City Council unanimously voted to adopt the motion.

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

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

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

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

11. **Executive Session** – None.

12. **Action – Executive Session** – None.

There being no further business, the meeting was adjourned by Mayor Eaves.

13. **Adjourn.** (7:22 P.M.)

APPROVED:

ATTEST:

Catherine Eaves, Mayor

Geoffrey R. Calderon, City Secretary

CERTIFICATION

I, Geoffrey R. Calderon, hereby certify that notice of this meeting was posted at City Hall, in a convenient and readily accessible place to the general public, and to the City website at www.cityofalpine.com/agenda pursuant to Section 551.043, Texas Government Code. The said notice was posted by 2:00 P.M. on Friday, October 13, 2023, and remained so posted for at least 72 hours preceding the scheduled time of the said meeting.

Geoffrey R. Calderon, City Secretary



CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO
NOVEMBER 7, 2023

CONSENT AGENDA

2. Approval of the excused absence of Councilor Rodriguez from the October 17, 2023 Regular City Council Meeting due to personal illness. (G. Calderon, City Secretary)

BACKGROUND

NONE.

SUPPORTING MATERIALS

NONE.

STAFF RECOMMENDATION

APPROVE.



CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO
NOVEMBER 7, 2023

CONSENT AGENDA

3. Approval of the transfer of Jesusita Gonzales from the Place 7 (At large) position on the Hotel Occupancy Tax Committee to the Place 2 position (Hotelier). (R. Stephens, City Council)

BACKGROUND

NONE.

SUPPORTING MATERIALS

NONE.

STAFF RECOMMENDATION

APPROVE.



CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO
NOVEMBER 7, 2023

CONSENT AGENDA

4. Approval of the appointment of Evin Hanke to the Place 7 (At large) position on the Hotel Occupancy Tax Committee. (R. Stephens, City Council)

BACKGROUND

NONE.

SUPPORTING MATERIALS

1. Boards Commissions Application/ Questionnaire.

STAFF RECOMMENDATION

APPROVE.

ADMINISTRATION: BOARDS & COMMISSION APPLICATION

[Print](#)

Submitted by: Evin Hanke

Submitted On: 2023-10-19 21:17:56

Submission IP: (204.80.116.213)
proxy-IP (raw-IP)

Status: Open

Priority: Normal

Assigned To: Records Clerk

Due Date: Open



RECEIVED
City of Alpine, Texas

OCT 20 2023

OFFICE OF THE CITY SECRETARY

BY: 

CITY OF ALPINE ADVISORY BOARDS & COMMISSIONS QUESTIONNAIRE

Qualities that make a great board member:

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

What the City should provide to board members:

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

Board Chairperson:

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

* First Name	* Last Name	
Evin	Hanke	
* Street Address		
601 S Walker St		
* City	* State	* Zip
Alpine	TEXAS	79830
* Email Address	* Phone	

* Occupation

Property Development & Management

* Are you a resident of Alpine, Texas?

☒ Yes

☐ No

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

13 year

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

☒ Yes

☐ No

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

☒ Yes

☐ No

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

HOT Committee

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

I look forward to the opportunity to continue on this Committee and see it as a great responsibility. > I pledge to continue to perform research and observe best practices going forward, as Alpine navigates its rapidly growing tourism industry.

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

To offer myself as a semi-knowledgable and active citizen to the city of Alpine and to the functions of it as a representative of its constituents and the state.

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

☒ Yes

☐ No

If yes, in what capacity?

HOT Committee

How long?

2 terms

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

☐ Yes

☒ No

If yes, please explain:

None.

Upload a File (Optional)

Choose File No file chosen

Upload a File (Optional)

Choose File No file chosen

Upload a File (Optional)

Choose File No file chosen

Upload a File (Optional)

Choose File No file chosen

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

* Electronic Signature

Evin Hanke

* Date

10/19/2023

Format: MM/DD/YYYY

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

☒ Option 1



CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO
NOVEMBER 7, 2023

CONSENT AGENDA

5. Approval of the appointment of Sarah Hyers to the Place 1 (Hotelier) position on the Hotel Occupancy Tax Committee. (R. Stephens, City Council)

BACKGROUND

NONE.

SUPPORTING MATERIALS

1. Boards Commissions Application/ Questionnaire.

STAFF RECOMMENDATION

APPROVE.

ADMINISTRATION: BOARDS & COMMISSION APPLICATION



Submitted by: Sarah Hyers

Submitted On: 2023-10-20 15:35:31

Submission IP: (75.41.144.106)
proxy-IP (raw-IP)

Status: Open

Priority: Normal

Assigned To: Geo Calderon

Due Date: Open



RECEIVED
City of Alpine, Texas

OCT 20 2023

OFFICE OF THE CITY SECRETARY

BY:

CITY OF ALPINE ADVISORY BOARDS & COMMISSIONS QUESTIONNAIRE

Qualities that make a great board member:

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

What the City should provide to board members:

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- Designated staff liaison who regularly reports on meetings to supervisor

Board Chairperson:

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

* First Name

Sarah

* Last Name

Hyers

* Street Address

209 W Holland Ave

* City

Alpine

* State

Tx

* Zip

79830

* Email Address

* Phone

* Occupation

General Manager

* Are you a resident of Alpine, Texas?

☒ Yes

☐ No

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

8

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

☒ Yes

☐ No

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

☐ Yes

☒ No

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

HOT Committee

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

I have lived in Alpine for 8 years now and worked at the Holland Hotel and Maverick Inn since day one. Alpine has so much potential and I want us to be more than a "Tourist town". I also want to see our businesses thrive and our hotels support what goes on within the community.

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

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

☒ Yes

☐ No

If yes, in what capacity?

HOT Committee

How long?

2 years?

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

☐ Yes

☒ No

If yes, please explain:

Upload a File (Optional)

Choose File No file chosen

Upload a File (Optional)

Choose File No file chosen

Upload a File (Optional)

Choose File No file chosen

Upload a File (Optional)

Choose File No file chosen

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

* Electronic Signature

Sarah Hyers

* Date

10/20/2023

Format: MM/DD/YYYY

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

☒ Option 1



**CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO
NOVEMBER 7, 2023**

CONSENT AGENDA

6. Approval of Special Use Permit 2023-11-01, a Short Term Rental Special Use Permit allowing a short term rental to be established at 501 N 2nd St. The property owner of record is Jason and Robin Stone. The Parcel ID of the subject property is 12034. (G. Calderon, City Secretary)

BACKGROUND

- This is the first permit request for the property.
- 17 Letters were sent to surrounding property owners, 1 was returned as undeliverable.
- No feedback was received as of the packet deadline for this property.

SUPPORTING MATERIALS

1. Short Term Rental Special Use Permit Documents.

STAFF RECOMMENDATION

APPROVE.



TRANSIENT/SHORT TERM RENTAL INSPECTION CHECKLIST

EL GOATHEAD

Initial inspection:

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

PROPERTY OWNER:	JASON & ROBIN STONE
PROPERTY ADDRESS:	501 N 2ND STREET EL GOATHEAD
PROPERTY OWNER PHONE:	
LOCAL REPRESENTATIVE:	APRIL MCANALLY
LOCAL REPRESENTATIVE PHONE:	4

GENERAL REQUIREMENTS:

PARKING DIAGRAM APPROVED: YES ☒ NO ☐

☒ House Numbers installed and clearly visible from the street.

☒ Smoke alarms installed in all sleeping rooms.

☒ Carbon Monoxide detectors as required by Fire Code

☒ Fire Extinguisher visibly labeled or displayed.

(1-A-10-BC rating required)

SANITATION:

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

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

☒ No signs of mold or mildew on wall surfaces.

☒ No signs of infestation from rodents or insects.

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

SAFETY:

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

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

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

☒ Dwelling has no broken windows or doors.

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

NUMBER OF OCCUPANTS APPROVED: YES ☒ / NO ☐

OCCUPANT LOAD TOTAL: 10

MECHANICAL:

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

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

☒ Dwelling is equipped with heating facilities in operating condition.

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

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

STRUCTURAL:

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

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

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

NOTES:

ADDING SMOKE DETECTORS TO HALLWAY

INSPECTED BY:	Andrew Devaney 	APPROVED <input checked="" type="checkbox"/> DATE:	10/17/2023
FAILED: <input type="checkbox"/> DATE:		RE-INSPECTION REQUIRED:	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>



SHORT-TERM RENTAL

PERMIT APPLICATION

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

Please complete one application per property

☒ New Application / ☐ Change in Application

☒ Existing Structure / ☐ New Construction

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

SECTION 1: PROPERTY INFORMATION			
Property Name (Trade Name) EL GOATHEAD	Street Number 501	Street Name North 2nd Street	
LEGAL DESCRIPTION (must provide copy of survey or describe meets and bounds on 8 ½ x 11 sheet)			
Addition 1109 - OT	Block 42	Lot 1,2	
Present zoning district R	Square footage of property 1,740 SQ FT	Size of property lot 0.3331 Acres	Total Number of Units in Building 1
SECTION 2: PROPERTY OWNER INFORMATION - Complete at least one of section A or B			
A. Individual Ownership			
Owner First Name Jason & Robin	Owner Last Name Stone		Primary Telephone Number
Mailing Address 606 E GUENTHER ST. SAN ANTONIO, TX 78210		Email Address	
B. Corporate Ownership			
Ownership Form: <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Kiosk <input type="checkbox"/> Other (Please Explain)			
Business Name			
Contact First Name	Contact Last Name		Primary Telephone Number
Mailing Address (cannot be P.O. Box)		Email Address	
SECTION 3: PROPERTY MANAGER /DESIGNATED OPERATOR'S INFORMATION			
First Name APRIL	Last Name MCANALLY		Primary Telephone Number
Physical Address (must be located within 30 minutes of STR property) 117 N. 6TH ST. ALPINE, TEXAS 79830		Email Address	



PAID

2023

CITY OF ALPINE STR LOCAL REPRESENTATIVE CERTIFICATION

☒ New ☐ Change

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

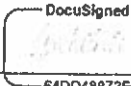
Property Owner First Name JASON & ROBIN	Property Owner Last Name STONE
Short-term Rental Address 501 N. 2ND ST. ALPINE, TEXAS 79830	

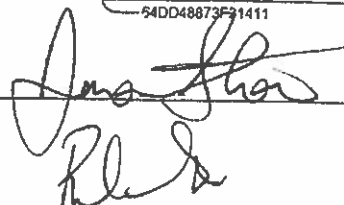
LOCAL REPRESENTATIVE:		
First Name APRIL	Last Name MCANALLY	Primary Telephone Number
Physical Address (cannot be P.O. Box) 117 N. 6TH ST. ALPINE, TEXAS 79830		
Mailing Address PO BOX 1235, ALPINE, TEXAS 79831	Email Address	

Local Representative Responsibilities:

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

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

Local Representative Signature:  Date: 9/22/2023
DocuSigned by: 54DD48873F31411

Property Owner's Signature:  Date: 10/6/23
 10/6/23

ACKNOWLEDGEMENTS

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

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

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

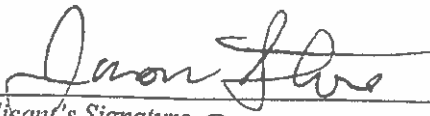

Any changes to a site plan (no matter how minor or major) approved with a STR-SUP can only be approved by city council through the public hearing process.


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

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

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

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


Applicant's Signature



Printed Name
Robin Stone

Date
10/6/23

STR HOMEOWNER'S ASSOCIATION DECLARATION

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

Address

Managing HOA Representative Signature

Date

Or:

I DECLARE there is no Homeowners Association requirement for this property.
501 N. 2ND ST. ALPINE, TEXAS 79830

Address

STR Owners Signature

Date

STR PROOF OF PROPERTY INSURANCE

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

Property Owner's Signature

Date

Property Owner's Signature

Date

Or:

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

Property Owner's Signature

Date

Property Owner's Signature

Date

GENERAL RELEASE OF LIABILITY

I, Robin Stone & Jason Stone, of 501 N. 2nd St.,
Short-Term Rental Operator Street Address

Alpine, TX, 79830 (Hereinafter the "Releasor") have agreed to this General
City State Zip

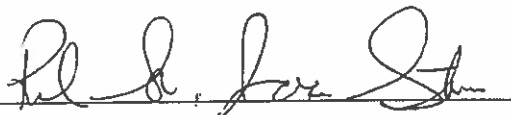
Release of Liability ("Agreement") for no payment or consideration.

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

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

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

EXECUTED this 11th day of October, 2023.

Releasor's Signature: 

Releasor's Printed Name: Robin Stone & Jason Stone

SIGNATURE TO AUTHORIZE FILING OF A STR-SUP

Submit an additional signature page if necessary.

Robin H Stone
Print Applicant Name

[Signature]
Applicant signature

The State Of TEXAS

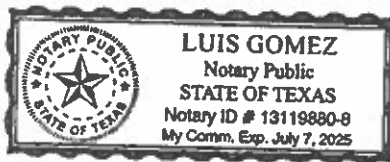
County Of BREWSTER

Before Me Robin Heston Stone Luis Gomez on this day personally appeared Robin H. Stone
Notary 10/10/2023 Applicant

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

Seal

Given under my hand and seal of the office this Sixth day of OCTOBER, A.D. 2023



[Signature]
Notary in and for the State of Texas

Jason Stone
Print Applicant Name

[Signature]
Applicant signature

The State Of TEXAS

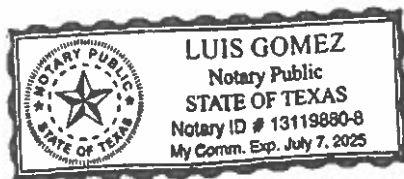
County Of BREWSTER

Before Me Luis Gomez on this day personally appeared Jason C. Stone
Notary Applicant

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

Seal

Given under my hand and seal of the office this Sixth day of OCTOBER, A.D. 2023



[Signature]
Notary in and for the State of Texas

EXHIBIT A

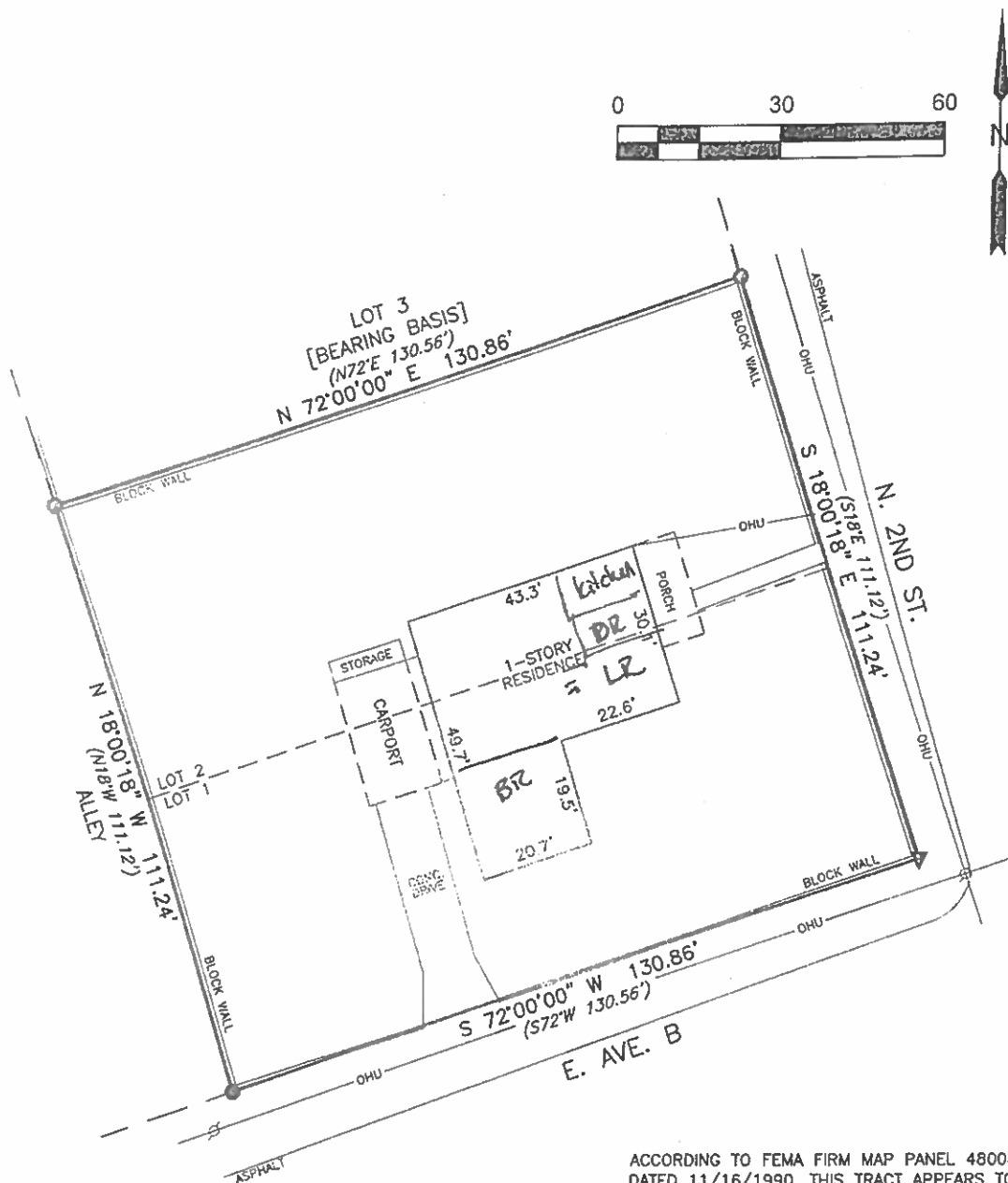
21-0399

SURVEY FIRM NO. 10194432

SURVEY PLAT

LOTS 1 AND 2, BLOCK 42, ORIGINAL TOWNSITE OF ALPINE
VOL 2, PAGE 97, DEED RECORDS OF BREWSTER COUNTY, TEXAS

501 N. 2ND ST. ALPINE, TEXAS



AN INDEPENDENT EXHAUSTIVE SEARCH OF THE
PUBLIC RECORD HAS NOT BEEN CONDUCTED.
EASEMENTS/RESTRICTIONS NOT SHOWN HEREON
MAY AFFECT THIS TRACT.

LEGEND

- IRON ROD FOUND [CAPPED AS NOTED]
 - ▼ DRILL HOLE SET
 - UTILITY POLE
 - OHU — OVERHEAD UTILITY
 - () RECORD INFORMATION
- BEARING BASIS: AS SHOWN



ACCORDING TO FEMA FIRM MAP PANEL 4800850002B,
DATED 11/16/1990, THIS TRACT APPEARS TO LIE WITHIN
ZONE X [AREAS DETERMINED TO BE OUTSIDE 500-YEAR
FLOODPLAIN].

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

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

8-24-2021

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

SHORT TERM RENTAL INSPECTION CHECKLIST

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

An inspection won't occur until all required application documents and permit fee have been received by the City.

To request an inspection please call Building Services, 432.837.3281.

General requirements:

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

Sanitation:

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

Safety:

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

Mechanical:

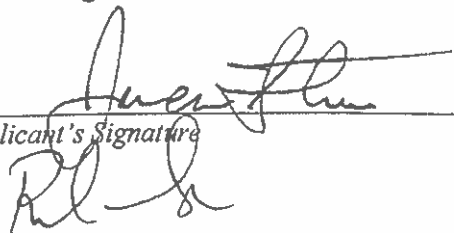
- Every habitable room contains at least two electrical outlets and light fixtures.
- All electrical equipment, wiring and appliances have been installed and are in a safe manner.
- Dwelling is equipped with heating facilities in operating condition.
- All solid fuel burning appliances are installed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

Structural:

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

I acknowledge the Short-term inspection checklist requirements.

Applicant's Signature



Printed Name

Jason Stone

Robin Stone

Date

10/6/23



October 6, 2023

City of Alpine
100 N. 13th St., Alpine, TX 79830

Dear Geo Calderon and the Alpine City Council,

We are proposing that we use El Goathead, located at 501 N. 2nd Street in Alpine, Texas as a short-rental property. The home will be a new short term rental property that is owned by Jason and Robin Stone. This is the second STR that the Stone's have opened in Alpine. The first, on Ave B, they bought, renovated, and operated over a year before selling. They have spent the last several months updating and landscaping this home on 2nd St. And look forward to offering it as a rental to guest, when they are not using it themselves. No harm will be caused to the value of the property or to other homes in the neighborhood due to the use as a short-term rental.

El Goathead will be managed by Bienvenido Big Bend which is a local professional management company that has a good relationship with the city and remits hotel occupancy taxes on all properties. Bienvenido Big Bend also managed the Stone's previous STR on Avenue B. I am dedicated to representing this property, as well as, the City of Alpine as a positive and welcoming vacation destination to visitors while striving to reduce any inconvenience to residential neighbors.

Sincerely,

April McAnally
Owner
Bienvenido Big Bend

bienvenidobigbend@gmail.com

Bienvenidobigbend.com

117 N 6th St. Alpine, Texas 79830



Doc#: 113393

Pages: 4

08/19/2021 10:30AM

Filed & Recorded in

Official Records of

BREWSTER COUNTY

SARAH VASQUEZ

COUNTY CLERK

Fees: \$34.00

STATE OF TEXAS

COUNTY OF BREWSTER

I hereby certify that this Instrument was
FILED on the date and at the time stamped
hereon by me and was duly RECORDED in the
Volume and Page of the Official Public
Records of Brewster County, Texas
VOL: 0408 PAGE: 0675

A handwritten signature in cursive script that reads "Sarah Vasquez".

County Clerk, Brewster County, Texas



Welcome to El Goathead!

IN CASE OF EMERGENCY CALL 911

OTHER EMERGENCY NUMBERS

Brewster County Sheriff's Department – 432.837.3488

Fire Department Non-Emergency Only – 432.837.2366

Animal Control – 432.837.3486

Poison Control – 800.222.1222

SEVERE WEATHER ALERTS

Tune into local radio stations KVLB 1240 AM or KALP 92.7 FM

WIFI CONNECTION INFO

Network Name: Stone

Password:

House Rules – No smoking, no parties, no pets.

TV Info – The smart tv has apps available to watch your favorite shows.

You will need your own account to access the apps, such as, Netflix and Hulu.
Don't forget to sign out of your account before checking out.

Trash – There is a community dumpster out the back door in the alley.

Parking – There is parking in the carport in the back of the home. Please use the carport and do not park on the side of the street.

Attractions –

Museum of the Big Bend
Museumofthebigbend.com

Gage Gardens
gagehotel.com/experience/gage-gardens

Post Park
texasmountaintrail.com

McDonald Observatory
mcdonaldobservatory.org

Balmorhea State Park
tpwd.texas.gov

Kokernot 06 Cowboys Baseball Stadium
alpine.pecosleague.com

Hiking –

Point of Rocks
Alltrails.com

Chihuahuan Desert Research Institute
cdri.org

Hancock Hill/Desk Hike
Alltrails.com

Big Bend National Park
Nps.gov

Big Bend Ranch State Park
tpwd.texas.gov

Davis Mountain State Park
tpwd.texas.gov

Gas – (* Pro Tip – Full up before heading south)

Stripe's

The Triangle

Uncles

Groceries, ATM –

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

Porter's Thriftway
104 N 2nd Street
Alpine, Texas 79830

Porter's Thriftway
101 E Sul Ross Street
Alpine, Texas 79830

Events – For updated info on Events check with:

Chamber of Commerce
www.visitalpinetx.com

Big Bend Tourism Council
visitbigbend.com

Alpine Avalanche
alpineavalanche.com

Laundry – Alpine Laundromat 24/7 (801 N 5th St, Unit B, Alpine, TX 79830)

Restaurants – For updated info on local restaurants and food trucks check with www.visitalpinetx.com

Souvenirs – Many shops and galleries downtown offer souvenirs, as well as True Value Hardware. (It's way more than just a hardware store.)

CHECKOUT INSTRUCTIONS

Our housekeepers work very hard to make sure everything is clean and sanitized before your arrival. They would greatly appreciate if you could do the following:

- Please leave all used beds unmade.
- Empty out the refrigerator completely.
- Load and run the dishwasher and wash any other used dishes.
- Lock all windows and doors, including decks and porches.
- Set thermostats to 65 in the winter and 74 in the summer.
- Double check drawers, closets, and washer and dryer, and check for phone chargers – there is a \$25 minimum shipping fee to return your items.
- Remember to sign out of all apps on the smart TVs (Netflix, Hulu, Amazon Prime)

Please text or message me and let me know you have checked out.

THANK YOU FOR STAYING!
COME BACK SOON!

MORE ABOUT BIENVENIDO BIG BEND

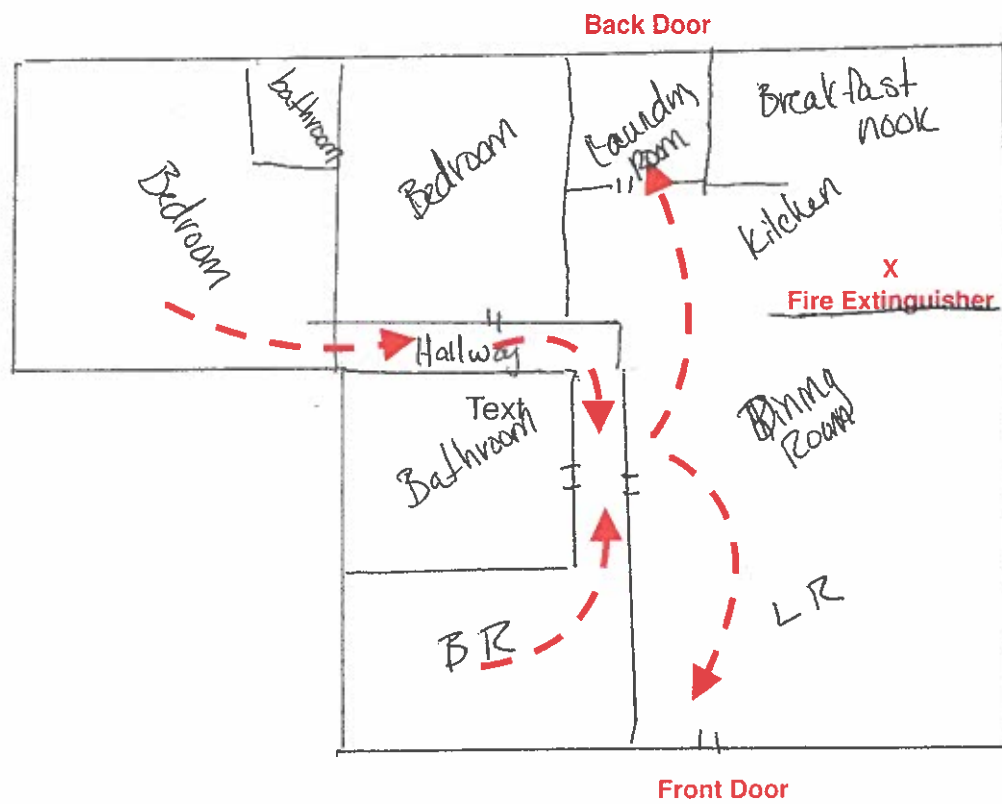
Hi! I'm April and most likely have been corresponding with you before your arrival. I "married into Alpine" over 20 years ago when I met my husband who was born and raised here. Having grown up on a cotton farm, I was used to rural living. But I never expected to fall in the love with the desert mountains. Alpine and the entire Big Bend is a truly unique area. The love of the area and my love of hospitality were married when I had the opportunity to manage short term rentals. I began Bienvenido Big Bend and have continued to add to my portfolio of vacation homes in Alpine.

I am honored that the owners of El Goathead have entrusted me to manage their home, and grateful that you have chosen to reserve it for your stay. My staff and I take pride in providing clean and comfortable homes to visitors in the area.

Enjoy your stay and Bienvenido a Big Bend!



501 N. 2nd St Fire Evacuation Plan





**CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO
NOVEMBER 7, 2023**

CONSENT AGENDA

7. Approval of Special Use Permit 2023-11-02, a Short Term Rental Special Use Permit allowing a short term rental to be established at 405 E Ave E. The property owner of record is Shelley and Cary Shackelford. The Parcel ID of the subject property is 11914. (G. Calderon, City Secretary)

BACKGROUND

- This is the second permit request from the operator. The first permit was revoked because it was not renewed timely.
- 15 Letters were sent to surrounding property owners, 1 was returned as undeliverable.
- No feedback was received as of the packet deadline for this property.

SUPPORTING MATERIALS

1. Short Term Rental Special Use Permit Documents.

STAFF RECOMMENDATION

APPROVE.



TRANSIENT/SHORT TERM RENTAL INSPECTION CHECKLIST

Initial inspection:

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

PROPERTY OWNER:	CARY & SHELLEY SHACKELFORD
PROPERTY ADDRESS:	405 EAST AVE E SUGAR MOON
PROPERTY OWNER PHONE:	
LOCAL REPRESENTATIVE:	SAME AS OWNER
LOCAL REPRESENTATIVE PHONE:	

GENERAL REQUIREMENTS:

PARKING DIAGRAM APPROVED: YES ☒ NO ☐

☒ House Numbers installed and clearly visible from the street.

☒ Smoke alarms installed in all sleeping rooms.

☒ Carbon Monoxide detectors as required by Fire Code

☒ Fire Extinguisher visibly labeled or displayed.

(1-A-10-BC rating required)

SANITATION:

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

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

☒ No signs of mold or mildew on wall surfaces.

☒ No signs of infestation from rodents or insects.

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

SAFETY:

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

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

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

☒ Dwelling has no broken windows or doors.

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

NUMBER OF OCCUPANTS APPROVED: YES ☒ / NO ☐

OCCUPANT LOAD TOTAL:

MECHANICAL:

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

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

☒ Dwelling is equipped with heating facilities in operating condition.

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

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

STRUCTURAL:

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

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

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

NOTES:

NEEDS TO POST FIRE ESCAPE PLAN FOR GUEST

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

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

INSPECTED BY:	Andrew Devaney	APPROVED <input checked="" type="checkbox"/> DATE:	10/18/2023
FAILED: <input type="checkbox"/> DATE:		RE-INSPECTION REQUIRED:	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>



SHORT-TERM RENTAL

SPECIAL USE PERMIT APPLICATION

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

Please complete one application per property

___ New Application / ___ Change in Application

☒ Existing Structure / ___ New Construction

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

SECTION 1: PROPERTY INFORMATION			
Property Name (Trade Name) <u>Sugar Moon</u>	Street Number <u>405</u>	Street Name <u>E Ave E</u>	
LEGAL DESCRIPTION (must provide copy of survey or describe meets and bounds on 8 1/2 x 11 sheet)			
Addition <u>OT</u>	Block <u>20</u>	Lot <u>1.2 w/3 of 1+2</u>	
Present zoning district <u>C-2</u>	Square footage of property <u>1177 sq ft</u>	Size of property lot <u>1.109 Acres</u>	Total Number of Units in Building <u>1</u>
SECTION 2: PROPERTY OWNER INFORMATION - Complete at least one of section A or B			
A. Individual Ownership			
Owner First Name <u>Shelley</u>	Owner Last Name <u>Shackelford</u>	Primary Telephone Number <u>...</u>	
Mailing Address <u>23 Ranger Rd</u>		Email Address <u>...</u>	
B. Corporate Ownership			
Ownership Form: <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Kiosk <input type="checkbox"/> Other (Please Explain)			
Business Name <u>Fourth & Long</u>			
Contact First Name <u>Shelley</u>	Contact Last Name <u>Shackelford</u>	Primary Telephone Number <u>...</u>	
Mailing Address (cannot be P.O. Box) <u>23 Ranger Rd</u>		Email Address <u>...</u>	
SECTION 3: PROPERTY MANAGER /DESIGNATED OPERATOR'S INFORMATION			
First Name <u>Shelley</u>	Last Name <u>Shackelford</u>	Primary Telephone Number <u>...</u>	
Physical Address (must be located within 30 minutes of STR property) <u>23 Ranger Rd Alpine, TX</u>		Email Address <u>...</u>	



PAID
1213

INV# 23-007057

CITY OF ALPINE STR LOCAL REPRESENTATIVE CERTIFICATION

☐ New ☐ Change

Same ✓

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

Property Owner First Name <u>Shelley</u>	Property Owner Last Name <u>Shackelford</u>
Short-term Rental Address <u>23 Ranger Rd Alpine TX</u>	

LOCAL REPRESENTATIVE:		
First Name <u>Lacy Shelley</u>	Last Name <u>Warren Shackelford</u>	Primary Telephone Number <u>817-231-1001</u>
Physical Address (cannot be P.O. Box) <u>901 W. Lockhart 23 Ranger Rd.</u>		
Mailing Address <u>Same as above</u>	Email Address <u></u>	

Local Representative Responsibilities:

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

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

Local Representative Signature: Shelley Shackelford Date: 10-16-23

Property Owner's Signature: Shelley Shackelford Date: 10-16-23

ACKNOWLEDGEMENTS

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

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

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

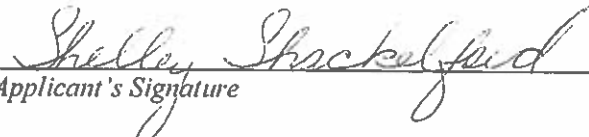
Any changes to a site plan (no matter how minor or major) approved with a STR-SUP can only be approved by city council through the public hearing process.

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

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

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

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


Applicant's Signature

Shelley Shackelford
Printed Name

10-16-23
Date

STR HOMEOWNER'S ASSOCIATION DECLARATION

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

405 E Ave E

Address

Managing HOA Representative Signature

Date

Or:

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

405 E Ave E

Address

Shelley Shackelford

STR Owners Signature

10-16-23

Date

STR PROOF OF PROPERTY INSURANCE

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

Shelley Shackelford

Property Owner's Signature

10-16-23

Date

Cory Shuford

Property Owner's Signature

10-16-23

Date

Or:

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

Property Owner's Signature

Date

Property Owner's Signature

Date

GENERAL RELEASE OF LIABILITY

I, Shelley Shackelford, of 23 Ranger Rd,
Short-Term Rental Operator Alpine, TX, 79830 Street Address
City State Zip (Hereinafter the "Releasor") have agreed to this General Release of Liability ("Agreement") for no payment or consideration.

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

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

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

EXECUTED this 17 day of October, 2023.

Releasor's Signature: Cary Shackelford

Releasor's Printed Name: Cary Shackelford

SIGNATURE TO AUTHORIZE FILING OF A STR-SUP

Submit an additional signature page if necessary.

Shelley Shackelford
Print Applicant Name

Shelley Shackelford
Applicant signature

The State Of Texas

County Of Brewster

Before Me Leticia Hernandez
Notary

on this day personally appeared Shelley Shackelford
Applicant

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

Seal

Given under my hand and seal of the office this 16th day of October, A.D. 2023



Leticia O Hernandez
Notary in and for the State of Texas

Cary Shackelford
Print Applicant Name

Cary Shackelford
Applicant signature

The State Of Texas

County Of Brewster

Before Me Leticia Hernandez
Notary

on this day personally appeared Cary Shackelford
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Given under my hand and seal of the office this 16th day of October, A.D. 2023



Leticia Hernandez
Notary in and for the State of Texas

SHORT TERM RENTAL INSPECTION CHECKLIST

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

General requirements:

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

Sanitation:

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

Safety:

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

Mechanical:

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

Structural:

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

I acknowledge the Short-term inspection checklist requirements.

Shelley Shackelford
Applicant's Signature

Shelley Shackelford
Printed Name

10-16-23
Date

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

 1. Short-Term Rental Application Form.

Complete form on page 1.

 2. STR Local Representative Certification.

Complete form on page 2.

 3. Acknowledgements

Sign form on page 3.

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

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

 5. General Release of Liability.

Form on page 5 must be signed by the operator.

 6. Signature to authorize filing STR-SUP.

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

 7. Short Term Rental Inspection checklist.

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

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

✓ **A. Letter.**

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

✓ **B. Floor Plan.**

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

✓ **C. Parking Plan Requirement.**

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

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

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

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

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

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

✓ **G. Info Sheet.**

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

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

"A"

23 Ranger Rd.
Alpine, TX 79830
October 16, 2023

Catharine Eaves, Mayor
Members of Alpine City Council
803 West Holland
Alpine, TX 79830

Dear Madam Mayor and Members of the City Council:

Thank you for the opportunity to present our Short-Term Rental (hereinafter STR) for approval and convey the ways in which we feel it will contribute to not only the neighborhood but to the community of Alpine. Our STR is located at 405 E. Ave. E, already zoned for commercial use. Supporting documents as requested are included.

Many people in the neighborhood have already expressed pleasure and appreciation at the way we cleaned up the property, trimmed trees, hauled off debris, and kept weeds down. It has been re-painted, a partial fence added in front, a small, fenced area in the back and overall, many improvements made. We do not feel that noise will be an issue, as our rules will request quiet and outside lights off after 10 p.m.

The fact that this property sits directly on the one-way through town makes it even more important for it to be an asset, not a detriment, to the beauty of our community. This lovely old Tudor-style home, built in 1920, now attracts favorable comments and glances, as it should. Our hope is that current residents and visitors alike will appreciate Alpine's beautiful older homes and the history represented.

We will work hard to provide a memorable experience for our guests, and to be responsible business members of the community. Thank you in advance for your consideration.

Respectfully,

Cary Shackelford

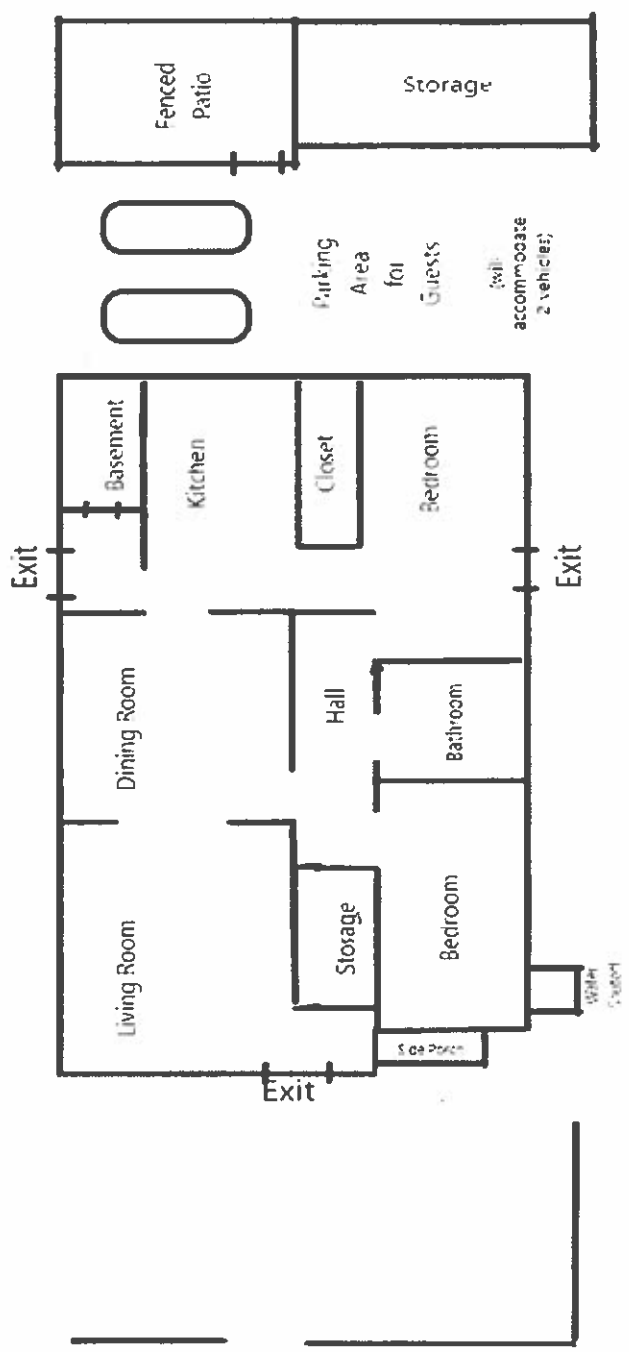

Shelley Shackelford

Enclosures

"B" and "C"

"B" and "C"

Shackelford STR 405 E. Ave. E, Alpine, TX



This is NOT a Tax
Statement

2023 Notice of Appraised Value

Do Not Pay From
This Notice

BREWSTER COUNTY APPRAISAL DISTRICT
107 W AVE E #2
ALPINE, TX 79830
Phone: 432-837-2558 Fax: 432-837-3871

Property ID: 11914
Ownership %: 100.00
Geo ID: 973600200001000040
Legal: OT, BLOCK 20, LOT 1,2 W/3 OF 1 AND 2
Legal Acres: 0.1109
Situs: 405 E AVE E ALPINE, TX
Owner ID: 36955
PIN: WaPxHyn2CVHn

DATE OF NOTICE: May 5, 2023

5119 1 AV 0.471*****AUTO**5-DIGIT 79830 5DGS 2 FT 18



Property ID: 11914 - 973600200001000040
SHACKELFORD SHELLEY AND CARY
23 RANGER RD
ALPINE TX 79830-1013

THIS IS NOT A BILL
DO NOT PAY
APPRAISAL NOTICE

Dear Property Owner,

We have appraised the property listed above for the tax year 2023. As of January 1, our appraisal is outlined below.

We have appraised the property noted above for the tax year 2023. As of January 1, our appraisal is outlined below.

Appraisal Information			Last Year - 2022	Proposed - 2023
Market Value of Improvements (Structures / Buildings, etc.)			76,341	119,431
Market Value of Non Ag/Timber Land			29,376	47,002
Market Value of Ag/Timber Land			0	0
Market Value of Personal Property/Minerals			0	0
Total Market Value			105,717	166,433
Productivity Value of Ag/Timber Land			0	0
Appraised Value			105,717	166,433
Homestead Cap Value excluding Non-Homesite Value (i.e. Ag, Commercial)			105,717	166,433
Exemptions (DV - Disabled Vet; DP-Disabled Person; HS-Homestead; OV65-Over 65)				

2022 Exemption Amount	2022 Taxable Value	Taxing Unit	2023 Proposed Appraised Value	2023 Exemption Amount	2023 Taxable Value
0	105,717	Brewster County	166,433	0	166,433
0	105,717	Big Bend Regional Hospital	166,433	0	166,433
0	105,717	City of Alpine	166,433	0	166,433
0	105,717	Alpine ISD	166,433	0	166,433
0	105,717	Central Appraisal District	166,433	0	166,433

The difference between the 2018 appraised value and the 2023 appraised value is 83.88%.

The governing body of each unit decides whether or not property taxes will increase. The appraisal district only determines the value of your property. The Texas Legislature does not set the amount of your local taxes. Your property tax burden is decided by your locally elected officials, and all inquiries concerning your taxes should be directed to those officials.

* This indicates a tax ceiling exists for that taxing unit. If you qualified your home for an age 65 and older or disabled person homestead exemption for school taxes, the school taxes on that home cannot increase as long as you own and live in that home. The tax ceiling is the amount that you pay in the year that you qualified for the 65 and older or disabled person exemption. The school taxes on your home may not go above the amount of the ceiling, unless you improve the home (other than normal repairs and maintenance).

Beginning August 7th, visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database where you can easily access information regarding your property taxes, including information regarding the amount of taxes that each entity that taxes your property will impose if the entity adopts its proposed tax rate. Your local property tax database will be updated regularly during August and September as local elected officials propose and adopt the property tax rates that will determine how much you pay in property taxes.

To file a protest, complete the notice of protest form following the instructions included in the form and no later than the deadline below, mail or deliver the form to the appraisal review board at the following address: BREWSTER CAD MEETING ROOM

Deadline for filing a protest: June 5, 2023
Location of Hearings: BREWSTER CAD MEETING ROOM
ARB will begin hearings: June 26, 2023

Included are copies of the following documents published by the Texas Comptroller of Public Accounts: (1) Property Taxpayer Remedies; (2) Notice of Protest; and (3) Exemption Description List.

Property owners who file a notice of protest with the appraisal review board (ARB) may request an informal conference with the appraisal district to attempt to resolve disputes prior to a formal ARB hearing. In counties with populations of 1 million or more, property owners may request an ARB special panel for certain property protests. Contact your appraisal district for further information.

DENISE FLORES, Chief Appraiser

PROPERTY APPRAISAL - NOTICE OF PROTEST - 2023

www.brewstercotad.org

HG-132 12-2020/22

Appraisal District Name BREWSTER COUNTY APPRAISAL DISTRICT 107 WAVE E #2 ALPINE, TX 79830		Phone (Area code and number) 432-837-2558	
GENERAL INSTRUCTIONS: This form is for use by a property owner or an owner's designated agent to file a protest with the appraisal review board (ARB) pursuant to Tax Code Section 41.41. Lessees contractually obligated to reimburse a property owner for property taxes may be entitled to protest as a lessee if all Tax Code requirements are met, including those in Tax Code Section 41.413. FILING INSTRUCTIONS: This form and all supporting documentation must be filed with the appraisal district office in each county in which the property is located. Do not file this document with the Texas Comptroller of Public Accounts. Contact information for appraisal district offices may be found on the Comptroller's website. DEADLINES: With exceptions, the typical deadline for filing a notice of protest is midnight, May 15. (Tax Code Section 41.44) Contact the ARB for the county in which the property is located for the specific protest filing deadline. NOTICE: The Comptroller's office may not advise a property owner, a property owner's agent, the chief appraiser or any appraisal district employee on a matter that the Comptroller's office knows is the subject of a protest to the ARB. Consult Tax Code Chapter 41 or the ARB hearing procedures for more information.			
SECTION 1: Property Owner or Lessee Information	<input type="checkbox"/> Person Age 65 or Older <input type="checkbox"/> Disabled Person <input type="checkbox"/> Military Service Member <input type="checkbox"/> Military Veteran <input type="checkbox"/> Spouse of a Military Service Member or Veteran		
	Name of property owner or lessee SHACKELFORD SHELLEY AND CARY Mailing Address, City, State, ZIP Code 23 RANGER RD ALPINE, TX 79830 Primary Phone Number (area code and number) _____ Email Address* _____		
SECTION 2: Property Description	Give street address and city if different from above, or legal description if no street address OT, BLOCK 20, LOT 1,2 W/3 OF 1 AND 2 Appraisal district account number (optional) _____ Property ID: 11914 Geo ID: 973600200001000040 Mobile homes: (Give make, model and identification number) _____		
To preserve your right to present each reason for your protest to the ARB according to law, be sure to select all boxes that apply. Failure to select the box that corresponds to each reason for your protest may result in your inability to protest an issue that you want to pursue.			
SECTION 3: Reason for Protest	<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> Incorrect appraised (market) value and/or value is unequal compared with other properties.. </div> <div style="width: 50%;"> <input type="checkbox"/> Exemption was denied, modified or cancelled. </div> <div style="width: 50%;"> <input type="checkbox"/> Change in use of land appraised as ag-use, open-space, or timber land. </div> <div style="width: 50%;"> <input type="checkbox"/> Property should not be taxed in _____ (name of taxing unit) </div> <div style="width: 50%;"> <input type="checkbox"/> Ag-use, open-space or other special appraisal was denied, modified or cancelled. </div> <div style="width: 50%;"> <input type="checkbox"/> Failure to send required notice. _____ (type) </div> <div style="width: 50%;"> <input type="checkbox"/> Owner's name is incorrect. </div> <div style="width: 50%;"> <input type="checkbox"/> Other: _____ </div> <div style="width: 50%;"> <input type="checkbox"/> Property description is incorrect. </div> <div style="width: 50%;"> <input type="checkbox"/> Incorrect appraised or market value of land under special appraisal for ag-use, open-space or other special appraisal. </div> <div style="width: 50%;"> <input type="checkbox"/> Property is not located in this appraisal district or otherwise should not be included on the appraisal district's record. </div> <div style="width: 50%;"> <input type="checkbox"/> Temporary disaster damage exemption was denied or modified. </div> <div style="width: 50%;"> <input type="checkbox"/> Incorrect damage assessment rating for a property qualified for a temporary disaster exemption. </div> </div>		
SECTION 4: Additional facts	Provide facts that may help resolve this protest: _____ _____ What do you think your property's value is? (Optional) _____		
SECTION 5: Hearing Type	Do you request an informal conference with the appraisal office before the protest hearing? [] Yes [] No Do you request a single-member ARB panel or a regular panel of at least 3 members? [] Single-member panel [] Regular panel A property owner does not waive the right to appear in person at a protest hearing by submitting an affidavit to the ARB or by electing to appear by telephone conference call. I intend to appear in the ARB hearing scheduled for my protest in the following manner (Check only one box): <input type="checkbox"/> In Person <input type="checkbox"/> By telephone conference call [] video conference and will submit evidence with a written affidavit delivered to the ARB before the hearing begins**. <small>(May use Comptroller Form 50-283, Property Owner Affidavit of Evidence)</small> <input type="checkbox"/> On written affidavit submitted with evidence and delivered to the ARB before the hearing begins		
SECTION 6: ARB Hearing Notice and Procedures	I request my notice of hearing to be delivered by (check one box only): <input type="checkbox"/> Regular first-class mail <input type="checkbox"/> Certified mail and agree to pay the cost (if applicable) <input type="checkbox"/> Email to the electronic address I provided in Section 1 of this form If a protest goes to a hearing, the ARB automatically sends each party a copy of the ARB's hearing procedures. I want the ARB to send me a copy of its hearing procedures. [] Yes [] No		
SECTION 7: Certification and Signature	<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Property Owner <input type="checkbox"/> Property Owner's Agent <input type="checkbox"/> Other </div> <div>Date: _____</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>print here ⇨ _____</div> <div>sign here ⇨ _____</div> </div>		

*If you decide later to appear by telephone conference call, you must provide written notice to the ARB at least 10 days before the hearing date.
 **If you would like to receive your notice to appear by certified mail and agree to pay the cost, please indicate the request in section 4. Your final order of determination can be e-mailed if requested in section 4.
 ***If you would like to receive your notice to appear or the ARB's final order of determination by e-mail, please specify in your request which document you wish to be e-mailed in section 4 and clearly provide the e-mail address you request it be sent to. An email address of a member of the public could be confidential under Government Code Section 552.137; however, by including the email address on this form, you are affirmatively consenting to its release under the Public Information Act.
 ****If you would like to request an electronic reminder by text or email of the date, time and place of your ARB protest hearing, please indicate the request in section 4 and clearly provide the e-mail address or mobile number to which the message should be sent to.

Welcome to The Sugar Moon Information Sheet

House Rules




























- Check-in: After 3:00 PM
- Checkout: 11:00 AM
- No smoking
- No parties or events
- No pets allowed.
- No children under 12
- No smoking inside the house; outside only, please.

General Information

- Wifi Password:
- Parking is behind the house. There is room for two vehicles only.
- You are within walking distance to much of Alpine. Location is one of the best things about staying at The Sugar Moon!
- There is a propane fire pit in the patio area. Please read the instructions carefully and enjoy our cool evenings in Alpine!

Health & safety

- Committed to Airbnb's enhanced cleaning process.
- Airbnb's social-distancing and other COVID-19-related guidelines apply
- Fire Extinguisher on site
- Smoke alarms / Carbon monoxide alarms
- Local Emergency Numbers:
 - 9-1-1
 - City Police: (432) 837-3486
 - Brewster Co. Sheriff's Office: (432) 837-3488
 - Emergency Operations Center: (432) 837-9975
 - Sugar Moon's Owner, Shelley, in case of emergency

<http://www.ncbi.nlm.nih.gov/nuccore/760892>

[Home](#) | [About Us](#) | [Contact Us](#) | [Privacy Policy](#) | [Terms & Conditions](#)

General & Billing Information

Location	435 E Avenue E Arlene, TX 79330-4602
Polyholder	Shackelford, Shirley S Corp DBA Sargent-Moore & Co
Renewal date	08/16/2024
Premium	\$4,353.00
Amount due	\$9.96
Bill to	National Mortgage Lending Corp DBA Mr Cooper Insurance P.O. Box 7729 Springfield, IL 62707-7729

+ Coverages, Deductibles & DiscountsCoverage - Section I

Buildings	
Limit	\$250,000
Business Personal Property	
Limit	\$10,000



















INDEX

- 1. STR Local Representative**
- 2. General Release of Liability**
- 3. Homeowners Association Declaration**
- 4. Proof of Property Insurance**
- 5. Floor Plan**
- 6. Parking Requirement**
- 7. Driver's License**
- 8. Proof of STR Property Ownership**
- 9. Info Sheet**
- 10. Illumination Plan**



**CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO
NOVEMBER 7, 2023**

CONSENT AGENDA

8. Approval of Special Use Permit 2023-11-03, a Short Term Rental Special Use Permit allowing a short term rental to be established at 202 N 4th St. The property owner of record is Karl Brauch. The Parcel ID of the subject property is 11906. (G. Calderon, City Secretary)

BACKGROUND

- This is the second permit request from the operator.
- 9 Letters were sent to surrounding property owners, 1 was returned as undeliverable.
- No feedback was received as of the packet deadline for this property.

SUPPORTING MATERIALS

1. Short Term Rental Special Use Permit Documents.

STAFF RECOMMENDATION

APPROVE.



TRANSIENT/SHORT TERM RENTAL INSPECTION CHECKLIST

Initial inspection:

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

PROPERTY OWNER:	KARL BRAUCH
PROPERTY ADDRESS:	202 N 4TH ALPINE, TX 79830 CASA PIEDRA
PROPERTY OWNER PHONE:	
LOCAL REPRESENTATIVE:	JESSICA BRAUCH
LOCAL REPRESENTATIVE PHONE:	

GENERAL REQUIREMENTS:

PARKING DIAGRAM APPROVED: YES ☒ NO ☐

☒ House Numbers installed and clearly visible from the street.

☒ Smoke alarms installed in all sleeping rooms.

☒ Carbon Monoxide detectors as required by Fire Code

☒ Fire Extinguisher visibly labeled or displayed.

(I-A-10-BC rating required)

SANITATION:

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

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

☒ No signs of mold or mildew on wall surfaces.

☒ No signs of infestation from rodents or insects.

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

SAFETY:

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

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

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

☒ Dwelling has no broken windows or doors.

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

NUMBER OF OCCUPANTS APPROVED: YES ☒ / NO ☐

OCCUPANT LOAD TOTAL:

10

MECHANICAL:

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

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

☒ Dwelling is equipped with heating facilities in operating condition.

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

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

STRUCTURAL:

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

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

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

NOTES:

NEEDS SMOKE DETECTOR IN FRONT FOYER & LEADING TO REAR ROOM FROM KITCHEN
OWNER SENDING CORRECTIONS**

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

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

INSPECTED BY:	Andrew Devaney	APPROVED <input checked="" type="checkbox"/> DATE:	10/19/2023
FAILED: <input type="checkbox"/> DATE:		RE-INSPECTION REQUIRED:	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>



SHORT-TERM RENTAL

PERMIT APPLICATION

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

Please complete one application per property

☒ New Application / ☐ Change in Application
☐ Existing Structure / ☐ New Construction

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

SECTION 1: PROPERTY INFORMATION			
Property Name (Trade Name) CASA PIEDRA	Street Number 202	Street Name N 4th ST	
LEGAL DESCRIPTION (must provide copy of survey or describe meets and bounds on 8 1/2 x 11 sheet)			
Addition OT, Block 18 Lot 8	Block 18	Lot 8	
Present zoning district C-2	Square footage of property 1,255	Size of property lot 0.1659	Total Number of Units in Building 1
SECTION 2: PROPERTY OWNER INFORMATION - Complete at least one of section A or B			
A. Individual Ownership			
Owner First Name KARL	Owner Last Name BRAUCH	Primary Telephone Number 1000	
Mailing Address 2 Los Ranchos ALPINE TX 79830		Email Address 	
B. Corporate Ownership			
Ownership Form: <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Kiosk <input type="checkbox"/> Other (Please Explain)			
Business Name BRAWLER BUILT LLC / BRAWLER PROPERTIES DBA			
Contact First Name KARL	Contact Last Name BRAUCH	Primary Telephone Number 1000	
Mailing Address (cannot be P.O. Box) 202 N 4th ST ALPINE TX 79830		Email Address 	
SECTION 3: PROPERTY MANAGER / DESIGNATED OPERATOR'S INFORMATION			
First Name JESSICA	Last Name BRAUCH	Primary Telephone Number 1000	
Physical Address (must be located within 30 minutes of STR property) 43011 FM 1703 ALPINE TX 79830		Email Address 	



PAID
Oct 10 2010

CITY OF ALPINE STR LOCAL REPRESENTATIVE CERTIFICATION

☒ New ☐ Change

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

Property Owner First Name Karl	Property Owner Last Name Branch
Short-term Rental Address 202 N 4th St ALPINE TX 79830	

LOCAL REPRESENTATIVE:		
First Name Jessica	Last Name Branch	Primary Telephone Number 714-211-1111
Physical Address (cannot be P.O. Box) 43011 FM 1703 ALPINE TX 79830		
Mailing Address 2 Los Ranchos ALPINE TX 79830	Email Address 	

Local Representative Responsibilities:

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

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

Local Representative Signature:  Date: 7-21-2023

Property Owner's Signature:  Date: 7-21-2023

ACKNOWLEDGEMENTS

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

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

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

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

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

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

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

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

Karl Brauch

Applicant's Signature

KARL BRAUCH

Printed Name

7-21-2023

Date

GENERAL RELEASE OF LIABILITY

I, KARL BRAUCH, of 202 N 4th ST,
ALPINE, TX, 79830 (Hereinafter the "Releasor") have agreed to this General
City State Zip
Release of Liability ("Agreement") for no payment or consideration.

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

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

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

EXECUTED this 15 day of August, 20 23.

Releasor's Signature: Karl Brauch

Releasor's Printed Name: KARL BRAUCH

STR HOMEOWNER'S ASSOCIATION DECLARATION

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

Address

Managing HOA Representative Signature

Date

Or:

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

202 N 4th Alpine TX 79830
Address

Karl B
STR Owners Signature

15, August 2023
Date

STR PROOF OF PROPERTY INSURANCE

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

Karl B
Property Owner's Signature

7-21-2023
Date

Property Owner's Signature

Date

Or:

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

Property Owner's Signature

Date

Property Owner's Signature

Date

SIGNATURE TO AUTHORIZE FILING OF A STR-SUP

Submit an additional signature page if necessary.

KARL BRAULT

Print Applicant Name

Karl B — h

Applicant signature

The State Of TEXAS

County Of BREWSTER

Before Me Leticia Hernandez

Notary

on this day personally appeared Karl C Branch

Applicant

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

Seal

Given under my hand and seal of the office this 15th day of August, A.D. 2023



Leticia Hernandez
Notary in and for the State of Texas

Print Applicant Name

Applicant signature

The State Of _____

County Of _____

Before Me _____

Notary

on this day personally appeared _____

Applicant

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

Seal

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

Notary in and for the State of Texas

SHORT TERM RENTAL INSPECTION CHECKLIST

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

An inspection won't occur until all required application documents and permit fee have been received by the City.

To request an inspection please call Building Services, 432.837.3281.

General requirements:

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

Sanitation:

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

Safety:

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

Mechanical:

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

Structural:

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

I acknowledge the Short-term inspection checklist requirements.

Karl B
Applicant's Signature

Karl BRAUCH
Printed Name

7-21-2023
Date

Casa Piedra is a short term rental located at 202 n 4th st Alpine Tx. We purchased the house in May of 2020. We have spent the last 2 years renovating it. We listed on Air B&B at the end of May 2023. The property will be used as a short term rental for tourists to stay here in Alpine as they visit Big Bend National Park and attend the festivities and historic sites in and around Alpine.

Sylvia Vega
Phone: (432) 837-2214
Fax: (432) 837-3871

BREWSTER COUNTY TAX OFFICE

2022 TAX STATEMENT

STATEMENT NUMBER
2104
PROPERTY ID NUMBER
11906

NAME & ADDRESS		PROPERTY DESCRIPTION		PROPERTY GEOGRAPHICAL ID	
Owner ID: 30130 Pct: 100.000%		OT, BLOCK 18, LOT 8		973600180008000000	
BRAUCH KARL C 2 LOS RANCHOS EST ALPINE, TX 79830-8000				PROPERTY SITUS / LOCATION 202 N 4TH ST ALPINE, TX 79830	
		Acreage: 0.1659 Type: R			
LAND MARKET VALUE	IMPROVEMENT MARKET VALUE	AG/TIMBER USE VALUE	AG/TIMBER MARKET	ASSESSED VALUE	TOTAL LATE AG PENALTY
37,530	81,343	0	0	118,873	

100% Assessment Ratio

Appraised Value: 118,873

TAXING UNIT	ASSESSED	HOMESTEAD EXEMPTION	OV65 OR DP EXEMPTION	OTHER EXEMPTIONS	FREEZE YEAR AND CEILING	TAXABLE VALUE	RATE PER \$100	TAX DUE
Alpine ISD	118,873	0	0	0		118,873	1.1361000	1,350.52
Big Bend Regional Hosp	118,873	0	0	0		118,873	0.0832400	98.95
Brewster County	118,873	0	0	0		118,873	0.3955450	470.20
City of Alpine	118,873	0	0	0		118,873	0.4663260	554.34

Total Taxes Due by Jan 31, 2023 2,474.01

Penalty & Interest if paid after Jan 31, 2023

If Paid in Month	P&I RATE	TAX DUE
FEBRUARY 2023	7%	2,647.19
MARCH 2023	9%	2,696.68
APRIL 2023	11%	2,746.17
MAY 2023	13%	2,795.64
JUNE 2023	15%	2,845.12

Property taxes in Texas are assessed as of January 1st of each year and cover a period of one year from that date. Tax statutes make no provisions for proration; therefore, a change of address during the year would have no effect on the tax liability established on January 1st of the calendar year. These tax statutes also make no provisions for proration in case the property is disposed of during the calendar year. Also, if you owned personal property described on the tax statement on January 1st, then you are personally liable for the taxes. IF YOU ARE 65 YEARS OR OLDER, DISABLED OR A DISABLED VETERAN AND YOU OCCUPY THE PROPERTY DESCRIBED IN THIS DOCUMENT AS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.

Total Tax Due may include Additional Penalty up to 20% incurred on April 1 or July 1 of the year of delinquency (Tax Code Section 33.11) or Additional Late AG Penalty of 10% (Tax Code Section 23.54, Tax Code 21.10).

* DETACH HERE AND RETURN WITH PAYMENT *

Make checks payable to:

Sylvia Vega
Brewster County Tax Office
107 W Ave E #1
Alpine, TX 79830
(432) 837-2214



2022-2104



2474.01

Owner Name and Address
BRAUCH KARL C 2 LOS RANCHOS EST ALPINE, TX 79830-8000

Statement Number
2022 2104
Prop ID Number
11906
Geographical ID
973600180008000000

3219 1 AV 0.455*****AUTO**5-DIGIT 79830 5DGS 2 FT 9

BRAUCH KARL C
2 LOS RANCHOS EST
ALPINE TX 79830-8000

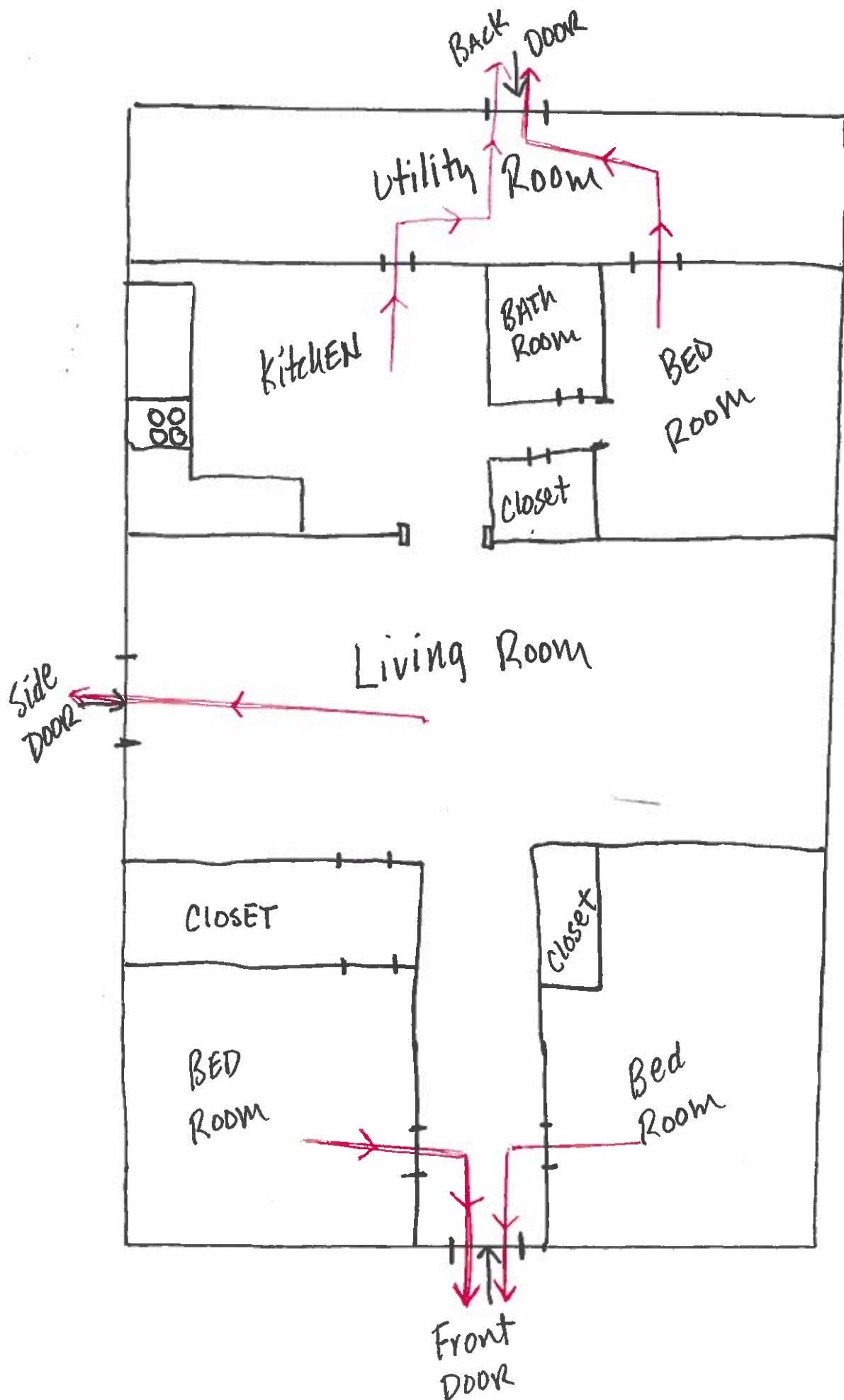
If Paid in Month	Tax Due
October 2022	2,474.01
November 2022	2,474.01
December 2022	2,474.01
January 2023	2,474.01
February 2023	2,647.19
March 2023	2,696.68
April 2023	2,746.17
May 2023	2,795.64
June 2023	2,845.12

In January Pay
2,474.01

Taxes are payable
October 1, 2022 and
become delinquent on
February 1, 2023



01.03198860003220 1/1 4105



RELAX

Make Yourself at Home

CONTACTS

YOUR HOST

BIG BEND REGIONAL MEDICAL CENTER - 432-837-3447

ALPINE POLICE DEPARTMENT - 432-837-3486

ALPINE FIRE DEPARTMENT - 432-837-2366

BREWSTER COUNTY SHERIFF'S OFFICE - 432-837-3488

GROCERY

Stores

PORTER'S

104 N 2nd Street

432-837-3295

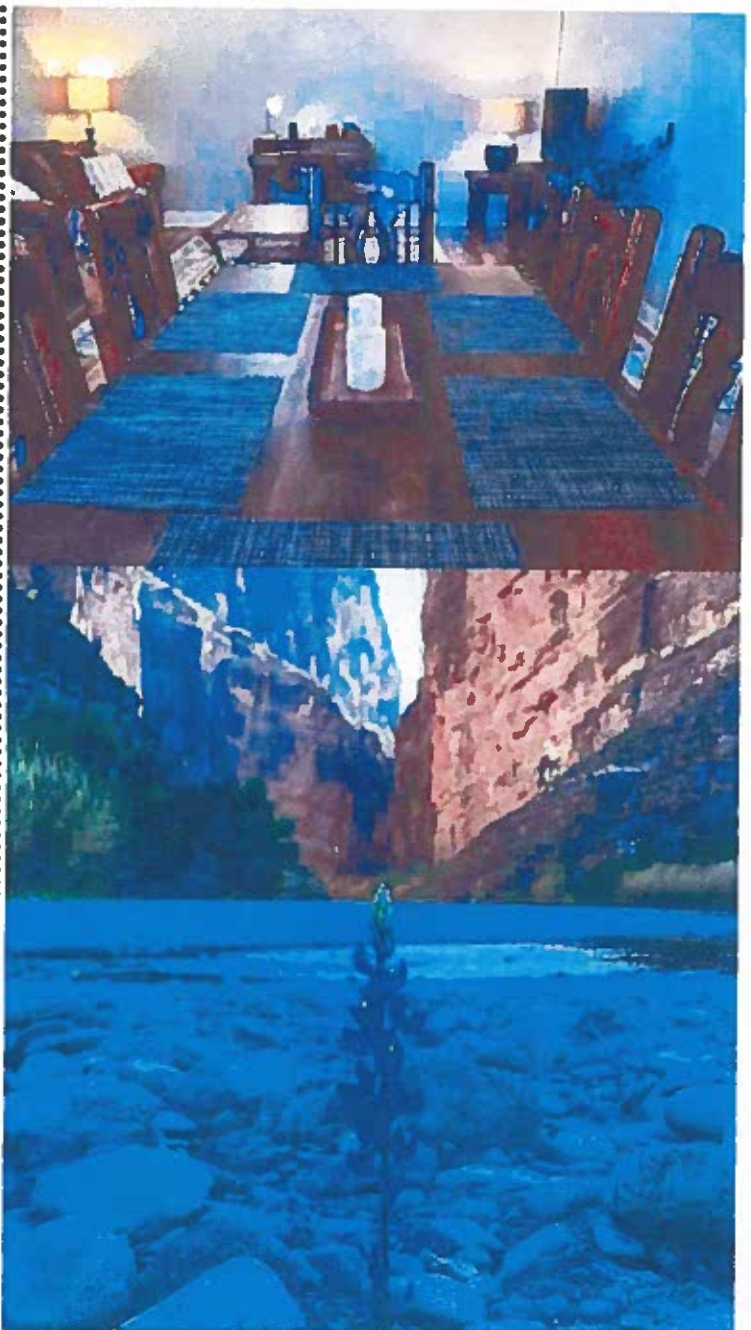
Mon-Sat 7a-9p, Sun 7a-8p

BLUE WATER NATURAL FOOD COMPANY

1 Mile Hwy 118

432-201-3144

Mon-Sun 9a-8p



WELCOME

To Casa Piedra!

WIFI *Access*

NETWORK: Casa Piedras

PASSWORD:
.....

CHECK *In*

SELF CHECK-IN

Check Yourself in with Keypad code provided.



HOUSE *Rules*

RULE 1

No Smoking inside of the house.

RULE 2

No pets

RULE 3

Checkout at 11am

RULE 4

Please Report any damages immediately!



Proof of Insurance

THIS PROOF OF INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS PROOF OF INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW.

Policy Number:

Date Prepared: July 20, 2023

Policy Type:

Dwelling (DP3)

Applicant Name:

JESSICA BRAUCH
CLAY BRAUCH

Producer:

FARMERS INSURANCE AGENCY
DONA WARD BLEVINS - ALPINE
W41418F
710 EAST AVENUE EAST
ALPINE, TX 79830
(432) 837-2225
dblevins@farmersagent.com

Insurer:

SURECHOICE UNDERWRITERS
RECIPROCAL EXCHANGE
NAIC: 36560

Property Address:

202 N 4TH ST
ALPINE, TX 79830

Policy Period:

07/20/2023 - 07/20/2024

Agent of Record:

SAGESURE INSURANCE MANAGERS
PO BOX 12999
TALLAHASSEE, FL 32317

Coverages/Deductibles

	Dwelling	Other Structures	Personal Property	Fair Rental Value & Additional Living Expense	Per Liability (Per Occurrence)	Med Payments (Per Person)
Dwelling	\$240,000	\$4,800	\$48,000	\$24,000	\$ 500,000	\$ 5,000

*Includes Premium, Fees, and Surplus Contribution

Deductibles:

All Other Perils (2% of Coverage A) \$ 4,800
Windstorm or Hail (2% of Coverage A) \$ 4,800
Equipment Breakdown \$500

Optional Coverages:

Additional Amounts of Insurance 25%
Loss Assessment \$ 1,000
Limited Foundation Coverage \$ 5,000
Equipment Breakdown \$50,000
On Premises Theft Coverage Included

THE POLICY OF INSURANCE LISTED ABOVE HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS PROOF OF INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.



Proof of Insurance

THIS PROOF OF INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS PROOF OF INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW.

Mortgagees & Other Information

Type:	Name and Address	Reference #
Mortgagee	WESTEX CCU 608 W AVE E ALPINE, TX 79830	BRAUCH

A handwritten signature in black ink, appearing to read 'Arthur Hietzen', is written over a horizontal line.

Authorized Representative

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

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

Complete form on page 1.

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

Complete form on page 2.

☒ **3. Acknowledgements**

Sign form on page 3.

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

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

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

Form on page 5 must be signed by the operator.

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

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

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

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

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

☒ **A. Letter.**

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

☒ **B. Floor Plan.**

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

☐ **C. Parking Plan Requirement.**

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

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

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

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

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

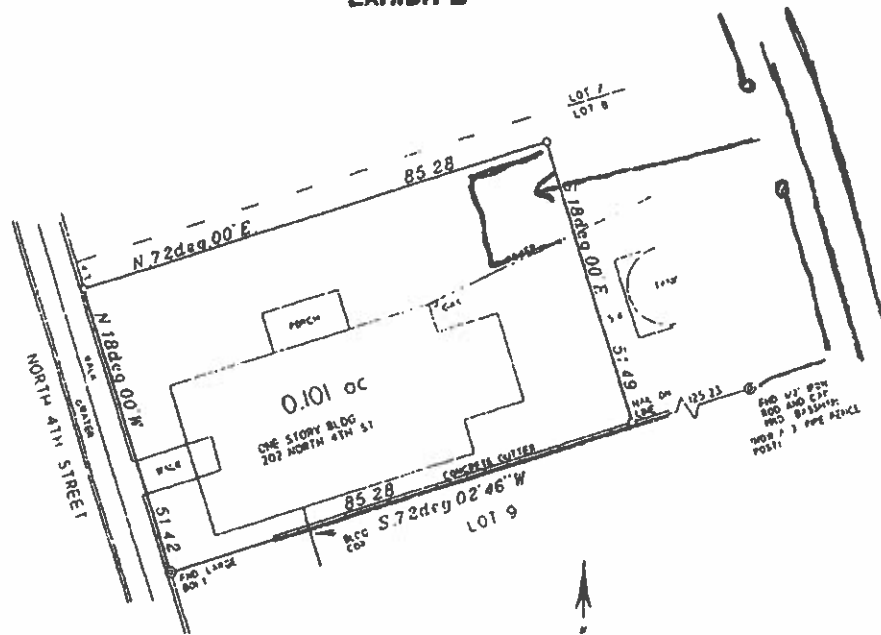
Property tax documents, deed, or copy of title. If applicant doesn't own property, copy of proof of authorization from property owner, lease agreement, and/or letter is required.

☒ **G. Info Sheet.**

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

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

EXHIBIT B



PLAT of a survey of a 0.101 acre tract of land out of Lot 8, Block 18, Original Townsite of Alpine as per a plat on file in Envelope #184, Plat Records, in the office of the County Clerk, Brewster County, Texas.



SCALE 1"=20'

BEARINGS ARE BASED ON THE RECORD EAST LINE OF BLOCK 18

1"=1/2" ROD AND CAP MARKED WALKER 4425 SFT

A TRUE AND BOUND DESCRIPTION ACCOMPANIES THIS PLAT

ACCORDING TO THE FIRM MAP COMPANY'S PLAN NUMBER 480045 0002 B DATED NOVEMBER 16, 1990 THIS TRACT IS IN ZONE AE AREAS OF 100 YEAR FLOOD



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

Steven F. Walker

Steven F. Walker
Registered Professional Land Surveyor #4425
Date August 28, 2007

WALKER LAND SURVEYING
405 E. Ave. B
Alpine, TX
79830
432-837-7272
FIRM NO. C097800



**CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO
NOVEMBER 7, 2023**

CONSENT AGENDA

9. Approval of Special Use Permit 2023-11-04, a Short Term Rental Special Use Permit allowing a short term rental to be established at 1004 W. Del Rio St. The property owner of record is Justin Tallant and Colleen West. The Parcel ID of the subject property is 30379. (G. Calderon, City Secretary)

BACKGROUND

- This is the second permit request from the operator.
- 14 Letters were sent to surrounding property owners, 0 were returned as undeliverable.
- Feedback was received from two surrounding property owners expressing objections to the issuance of the permit.

SUPPORTING MATERIALS

1. Short Term Rental Special Use Permit Documents.

STAFF RECOMMENDATION

APPROVE.



TRANSIENT/SHORT TERM RENTAL INSPECTION CHECKLIST

Initial inspection:

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

PROPERTY OWNER:	JUSTIN TALLANT
PROPERTY ADDRESS:	1004 W DEL RIO STREET / COMFY HOUSE W/ HOME THEATER
PROPERTY OWNER PHONE:	
LOCAL REPRESENTATIVE:	SAME AS OWNER
LOCAL REPRESENTATIVE PHONE:	

GENERAL REQUIREMENTS:

PARKING DIAGRAM APPROVED: YES ☒ NO ☐

- ☒ House Numbers installed and clearly visible from the street.
- ☒ Smoke alarms installed in all sleeping rooms.
- ☒ Carbon Monoxide detectors as required by Fire Code
- ☒ Fire Extinguisher visibly labeled or displayed.

(1-A-10-BC rating required)

SANITATION:

- ☒ All plumbing fixtures connected to sanitary sewer with approved P-Traps.
- ☒ All plumbing fixtures connected to approved water supply with hot & cold water.
- ☒ No signs of mold or mildew on wall surfaces.
- ☒ No signs of infestation from rodents or insects.
- ☒ All sanitary facilities installed and maintained in a safe and sanitary condition.

SAFETY:

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

NUMBER OF OCCUPANTS APPROVED: YES ☒ / NO ☐

OCCUPANT LOAD TOTAL: 8

MECHANICAL:

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

STRUCTURAL:

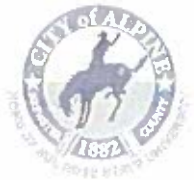
- ☒ Dwelling has no sags, splits or buckling of ceiling, roofs, roof supports or other horizontal members due to defective material or deterioration.
- ☒ No split, lean, list, or buckle of dwelling walls, partitions other vertical supports due to defective material or deterioration.
- ☒ No evidence of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

NOTES:

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

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

INSPECTED BY:	Andrew Devaney	APPROVED <input checked="" type="checkbox"/> DATE:	10/20/2023
FAILED: <input type="checkbox"/> DATE:		RE-INSPECTION REQUIRED:	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>



SHORT-TERM RENTAL

PERMIT APPLICATION

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

Please complete one application per property

☒ New Application / ☐ Change in Application
☒ Existing Structure / ☐ New Construction

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

SECTION 1: PROPERTY INFORMATION			
Property Name (Trade Name) Comfy Home w/ Home Theatre	Street Number 1004	Street Name W Del Rio Street	
LEGAL DESCRIPTION (must provide copy of survey or describe meets and bounds on 8 1/2 x 11 sheet)			
Addition Shipman	Block 21	Lot 3	
Present zoning district R1	Square footage of property 1224	Size of property lot 7000	Total Number of Units in Building 1 house
SECTION 2: PROPERTY OWNER INFORMATION - Complete at least one of section A or B			
A. Individual Ownership			
Owner First Name Justin	Owner Last Name Tallant		Primary Telephone Number
Mailing Address 1004 W Del Rio Street Alpine, TX 79830		Email Address	
B. Corporate Ownership			
Ownership Form: <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Kiosk <input type="checkbox"/> Other (Please Explain)			
Business Name			
Contact First Name	Contact Last Name		Primary Telephone Number
Mailing Address (cannot be P.O. Box)		Email Address	
SECTION 3: PROPERTY MANAGER / DESIGNATED OPERATOR'S INFORMATION			
First Name Justin	Last Name Tallant		Primary Telephone Number
Physical Address (must be located within 30 minutes of STR property)		Email Address	



PAID
CCH 203

CITY OF ALPINE STR LOCAL REPRESENTATIVE CERTIFICATION

☒ New ☐ Change

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

Property Owner First Name <i>Justin</i>	Property Owner Last Name <i>Tallant</i>	
Short-term Rental Address <i>1004 W Pel Rio Street Alpine, TX 79830</i>		
LOCAL REPRESENTATIVE:		
First Name	Last Name	Primary Telephone Number
Physical Address (cannot be P.O. Box)		
Mailing Address		Email Address

Local Representative Responsibilities:

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

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

Local Representative Signature: *Justin Tallant* Date: *10/18/23*

Property Owner's Signature: *Justin Tallant* Date: *10/18/23*

ACKNOWLEDGEMENTS

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

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

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

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

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

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

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

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


Applicant's Signature

Justin Tallant
Printed Name

10/18/23
Date

STR HOMEOWNER'S ASSOCIATION DECLARATION

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

Address

Managing HOA Representative Signature

Date

Or:

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

1004 W Del Rio Street Alpine, TX 79830
Address

[Signature]
STR Owners Signature

10/18/23
Date

STR PROOF OF PROPERTY INSURANCE

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

[Signature]
Property Owner's Signature

10/18/23
Date

[Signature]
Property Owner's Signature

10/18/23
Date

Or:

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

Property Owner's Signature

Date

Property Owner's Signature

Date

GENERAL RELEASE OF LIABILITY

I, Justin Tallant, of 1004 W Pel Rio Street
Short-Term Rental Operator Street Address
Alpine, TX, 79830 (Hereinafter the "Releasor") have agreed to this General
City State Zip

Release of Liability ("Agreement") for no payment or consideration.

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

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

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

EXECUTED this 18th day of October, 20 23.

Releasor's Signature: Justin Tallant

Releasor's Printed Name: Justin Tallant

SIGNATURE TO AUTHORIZE FILING OF A STR-SUP

Submit an additional signature page if necessary.

Justin Tallant

Print Applicant Name

[Signature]
Applicant signature

The State Of Texas

County Of Brewster

Before Me Linda L. Stewart

Notary

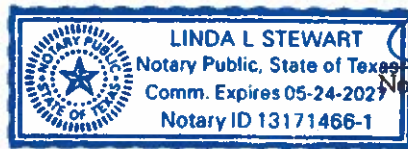
on this day personally appeared Justin Tallant

Applicant

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

Seal

Given under my hand and seal of the office this 18 day of Oct, A.D. 2023



[Signature]
Notary in and for the State of Texas

Colleen West

Print Applicant Name

[Signature]
Applicant signature

The State Of Texas

County Of Brewster

Before Me Linda L. Stewart

Notary

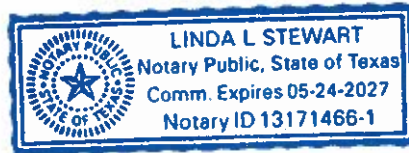
on this day personally appeared Colleen West

Applicant

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Seal

Given under my hand and seal of the office this 18 day of Oct, A.D. 2023



[Signature]
Notary in and for the State of Texas

SHORT TERM RENTAL INSPECTION CHECKLIST

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

An inspection won't occur until all required application documents and permit fee have been received by the City.

To request an inspection please call Building Services. 432.837.3281

General requirements:

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

Sanitation:

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

Safety:

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

Mechanical:

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

Structural:

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

I acknowledge the Short-term inspection checklist requirements.


Applicant's Signature

Justin Tallant
Printed Name

10-18-23
Date

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

 1. Short-Term Rental Application Form.

Complete form on page 1.

 2. STR Local Representative Certification.

Complete form on page 2.

 3. Acknowledgements

Sign form on page 3.

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

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

 5. General Release of Liability.

Form on page 5 must be signed by the operator.

 6. Signature to authorize filing STR-SUP.

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

 7. Short Term Rental Inspection checklist.

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

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

☒ **A. Letter.**

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

☒ **B. Floor Plan.**

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

☒ **C. Parking Plan Requirement.**

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

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

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

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

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

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

☒ **G. Info Sheet.**

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

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



Justin Tallant
1004 W Del Rio Street
Alpine, TX 79830

October 18, 2023

City of Alpine
100 N. 13th Street
Alpine, TX 79830

Subject: Proposed Short-Term Rental (STR) Use at 1004 W Del Rio Street, Alpine, TX 79830

I hope this letter finds you well. I am writing to express my intention to operate a short-term rental (STR) at my property located at 1004 W Del Rio Street, Alpine, TX 79830. I believe that this STR will not only complement the neighborhood but also contribute positively to the value, use, and enjoyment of the surrounding properties.

First and foremost, my primary goal with this STR is to maintain the character and integrity of the neighborhood. I understand the concerns that some residents may have regarding potential disturbances and changes to the neighborhood's atmosphere. To address these concerns, I have taken several steps to ensure that the STR will be a responsible and respectful addition to the community.

1. ****Property Maintenance:**** I am committed to maintaining my property to the highest standards, ensuring that it remains aesthetically pleasing and in excellent condition. This will contribute to the overall appeal of the neighborhood.
2. ****Guest Screening:**** I will employ a strict screening process for all potential guests to ensure they are respectful and responsible individuals. This will minimize any disturbances and safeguard the peace of the neighborhood.
3. ****Noise and Behavior Regulations:**** I will establish clear rules and guidelines for guests, including quiet hours and behavior expectations, which will be enforced to prevent any disruptions to the community.
4. ****Accessibility:**** I will be readily available to address any concerns or issues raised by neighbors, providing a direct point of contact for resolving any problems that may arise.
5. ****Local Economy:**** By hosting travelers, my STR can contribute to the local economy by supporting nearby businesses such as restaurants, shops, and services, ultimately benefiting the entire community.

I firmly believe that these measures will ensure that my STR will not cause substantial harm to the value, use, or enjoyment of other properties in the neighborhood. On the contrary, the STR will add value to the community in several ways:

1. ****Economic Boost:**** By attracting visitors to our neighborhood, the STR will help local businesses thrive, creating new job opportunities and enhancing the overall economic well-being of the area.

A

2. ****Increased Property Values:**** As property values in the area tend to appreciate with increasing desirability, the presence of a well-maintained STR can positively impact the value of neighboring properties.

3. ****Diverse Tourism:**** Hosting tourists will introduce our neighborhood to a diverse group of people, potentially leading to a more vibrant and culturally rich community.

4. ****Community Engagement:**** I plan to actively engage with the community, participating in neighborhood events, and offering my property for local gatherings and events to strengthen community bonds.

In conclusion, I am committed to being a responsible host and a good neighbor. I believe that the proposed STR will harmoniously coexist with the surrounding properties, contribute to the neighborhood's prosperity, and enhance the overall quality of life for all residents. I am open to further discussions, addressing concerns, and collaborating with the community to ensure a positive experience for everyone involved.

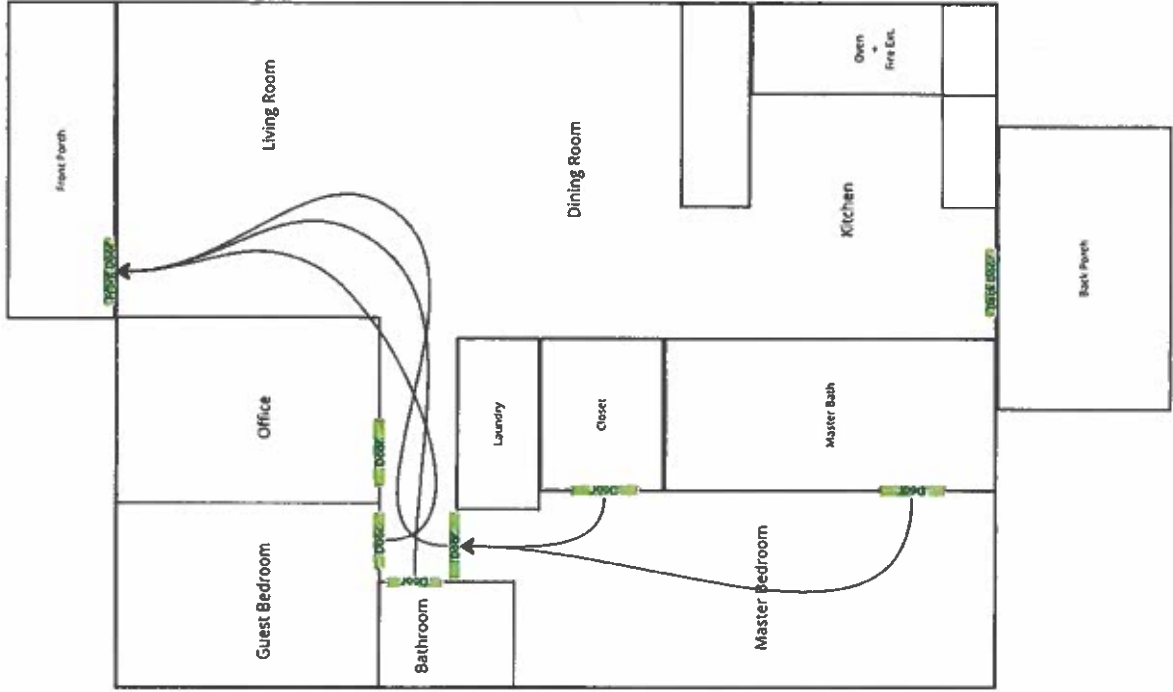
I welcome any feedback and look forward to the opportunity to discuss this proposal in more detail. Please feel free to reach out to me via email at _____, or by phone at _____.

Thank you for your time and consideration.

Sincerely,

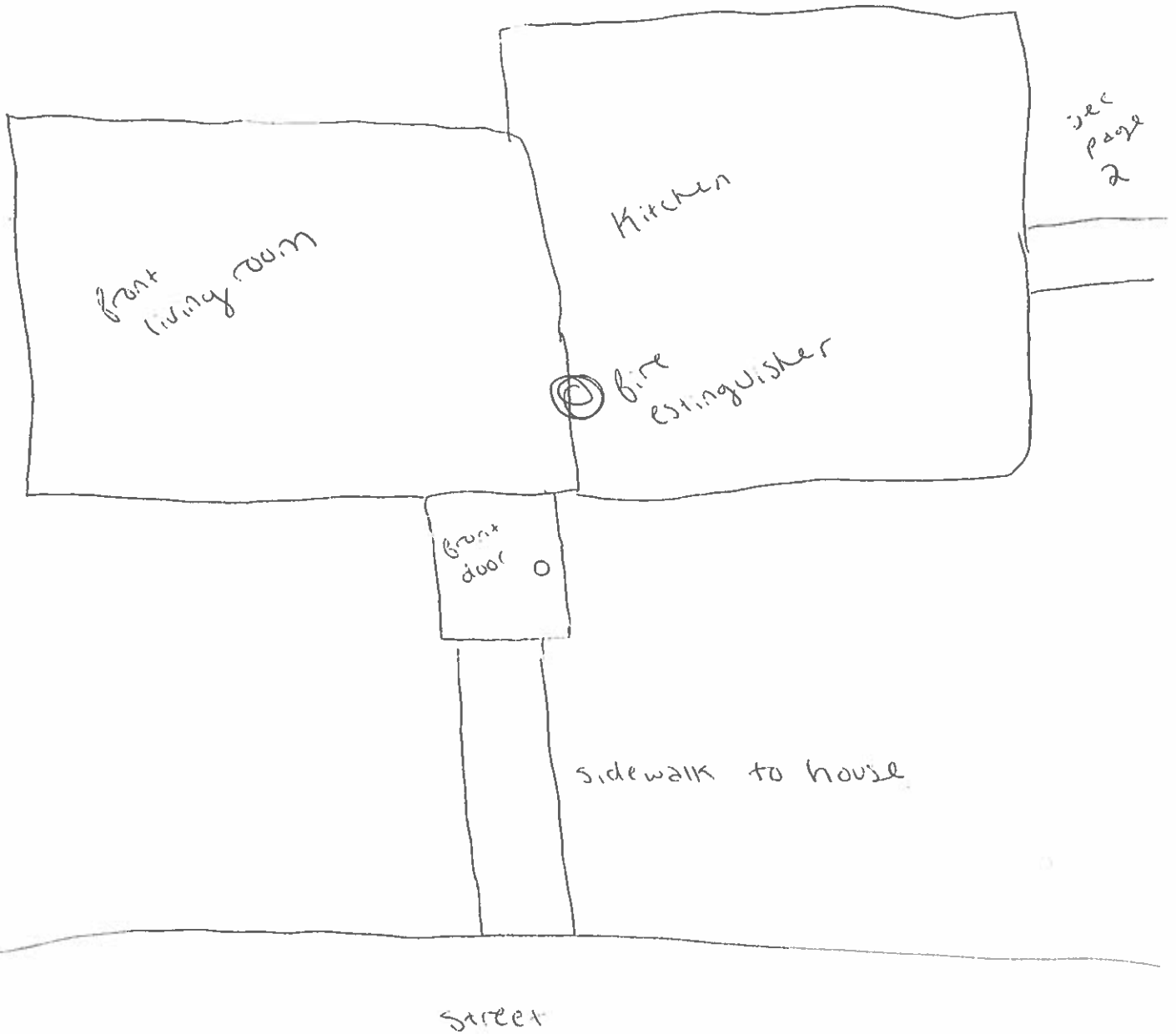
Justin Tallant





B

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



floor plan continued

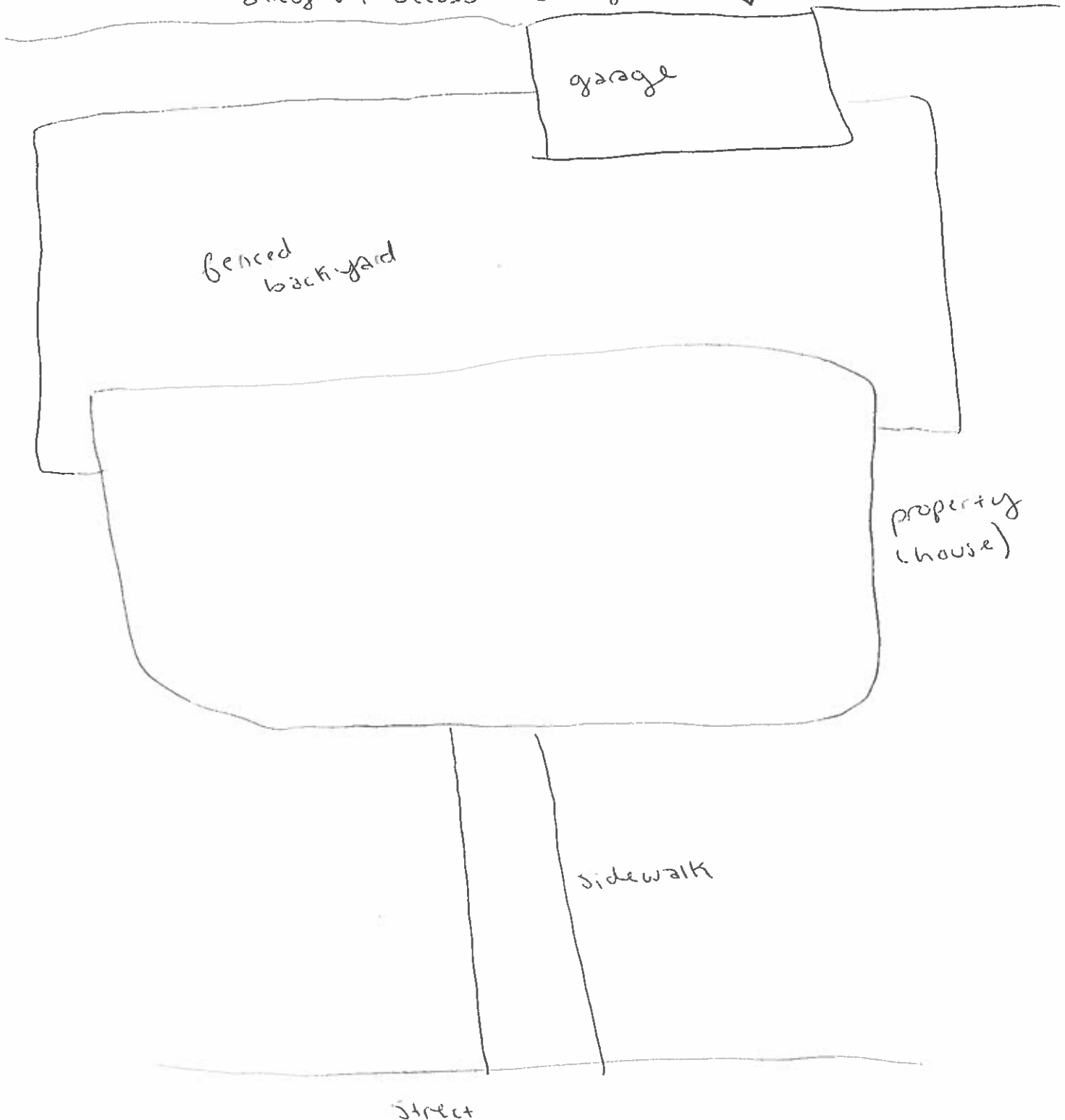


(C)

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

maximum # of vehicles: 2 (2 and 2 1/2 car garage)

alley w/ access to garage ↓



IMAGE

SUMMARY

< Prev Doc | Next Doc >

1

of 21

Add To Cart

DEED OF TRUST

Instrument Number: 115522 Recorded Date: 6/22/2022 3:54 PM
Number of Pages: 21 Book/Volume/Page: OPR/424/655

Parties

TALLANT JUSTIN GRANTOR
WEST COLLEEN GRANTOR
GUILD MORTGAGE COMPANY LLC GRANTEE

Marginal References

No records found.

Subdivision

Subdivision	City	Low Unit	High Unit	Low Lot	High Lot	Block	Remarks
N/A	UNKNOWN	N/A	N/A	N/A	N/A	N/A	REM: SEE ATTACHED EXHIBIT



of 21

DEED OF TRUST

Instrument Number: 115522 Recorded Date: 6/22/2022 3:54 PM
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Parties

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Marginal References

No records found.

Subdivision

Subdivision	City	Low Unit	High Unit	Low Lot	High Lot	Block	Remarks
N/A	UNKNOWN	N/A	N/A	N/A	N/A	N/A	REM: SEE ATTACHED EXHIBIT



(7)

Chrome - File Edit View History Bookmarks Profiles Tools Windows Help

www.azdeed.com

Home Search

DEED OF TRUST

Instrument Number: 00712 Recorded Date: 4/23/2017 11:34 AM
Number of Pages: 22 Book/Volume Page: 1495, 1496

Parties

TALLANT, JEFFREY A. (S) (P) (S)
WATTS, COLLEEN A. (S) (P) (S)
CAPRI MORTGAGE COMPANY, LLC (S) (P) (S)

Marginal References

No records found

Subdivisions

Subdiv. Name	Area	Area	Area	Area	Area	Area	Area
1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1

© 2018 Encoder Security, Inc. All Rights Reserved

Powered by: One



Comfy House with Home Theater

Address: 1004 W Del Rio Street, Alpine, Texas

24 Hour Contact Information:

Justin Tallant

Phone:

Email:

Neighborhood Information:

Parking: Garage behind the home available for parking (accessible through alley)

Trash: Nearest dumpster located in alley across from the garage

Emergency and non-emergency phone numbers:

Police emergency: 911

Police non-emergency: 311

Fire department: 432-837-2366

Closest emergency room: Big Bend Regional Medical
432-837-3447

Instructions for obtaining severe weather, natural or man-made disaster alerts:

Local alert service available at: brewstercountytexas.com/hyper-reach


Property Insurance Policy Disclosure Statement

6/10/2022

PLEASE CAREFULLY READ EACH OF THE SECTIONS BELOW.

 DS
CW

I understand that the coverage limits listed on my policy for Dwelling, Personal Property, Off-Premises Personal Property and Personal Liability are the maximum amount I can expect to receive in the event of a loss to replace my home, even if the actual loss sustained is higher. I have selected the limits listed on my policy for Dwelling, Personal Property, Off-Premises Personal Property, and Personal Liability per the declaration page at time of issuance. I know my coverage limits in all categories may be raised higher and I decline to do so. I understand it is my responsibility to insure my property for 100 percent of the replacement cost of the structure(s) and personal property, and I agree that my agent, Goosehead Insurance Agency, LLC (referred to as "Goosehead") has no liability in the event I have failed to insure my home to a sufficient limit. I accept responsibility for reading and understanding my policy coverage and limits.

 DS
CW

I understand that Replacement Cost coverage pays the cost to replace damaged property up to the policy limit, and that Actual Cash Value (ACV) policy coverage will pay the depreciated value of damaged property. If I have purchased ACV coverage per my policy documents, I understand that on a partial or full loss I may not receive sufficient funds to repair or replace the damage sustained.

 DS
CW

I understand that I have a responsibility to read my policy to determine the coverage available to me and that my agent makes no promises, representations, or illustrations regarding the coverage available to me in the event of a loss. I understand that my written policy and the determination of an authorized claims representative are the sources to be consulted in the event of a claim and supersede any and all representations made by my agent. I understand that any representations or promises I have understood my agent to make regarding whether a specific claim falls within the scope of the policy were given unintentionally and should be disregarded.

 DS
CW

I understand my property policy does not cover losses resulting from flood damage or rising waters. This coverage can be purchased separately from my agent through the National Flood Insurance Program.

 DS
CW

I understand that with regard to water damage, water overflow, leaks, freezing pipes, flooding, foundation, mold, and every other specific peril coverage option, every insurance company differs in what is covered, and I am responsible for consulting and understanding my policy definitions for the specific coverage offerings available on my policy.

 DS
CW

I consent to pay the \$228.00 agency fee for the efforts performed in the issuance of this insurance policy. I understand that Goosehead is entitled to receive a commission for soliciting, negotiating, procuring and making effective this insurance policy. I understand that this agency fee is in addition to the premium payment made to my insurance carrier, and that this premium payment will include a commission. I understand that neither state law nor my insurance carrier requires Goosehead to charge a fee. The agency fee is fully earned and in consideration for all services performed by Goosehead in connection with the issuance of this policy and is non-refundable. In charging an agency fee, Goosehead does not discriminate on the basis of race, sex, national origin, religion, disability, health status, age, marital status, military status, or geographic location, and does not unfairly discriminate between persons of essentially the same class and of essentially the same hazard or expectation of life.

 DS
CW

I consent to disclosure by Goosehead of my coverage amounts, deductibles and policy details to lienholders, mortgagees and/or their representatives or agents identifying themselves as requiring such information.

 DS
CW

By providing my phone number, I consent for Goosehead to contact me at the phone number provided, including by automated call or text, and regardless of whether the number is on the National Do Not Call Registry, with information regarding new products or services offered by Goosehead that might be of interest to me. I understand that consent is not a condition of purchase and that I can opt out at any time by replying "STOP" to text messages. I understand that Goosehead takes its clients' privacy seriously and will not sell or distribute my information to any unaffiliated third parties without my consent. For more information, please visit

<https://www.goosehead.com/privacy-policy/>.

I have read and fully understand the above. I agree to be bound by the terms of the Policy Disclosure Statement.

Insured Signature:

Insured Name: Colleen West

Policy Number:

DocuSigned by:

F534208CAC854CA

Date: 6/14/2022

Agent Signature:

DocuSigned by:

6AEEB2B752D64A6

Date: 6/10/2022



INVOICE
6/10/2022

Policy Number:**First Named Insured:** Colleen West

Justin Tallant

Insured Location:1004 W Del Rio St
Alpine, TX 79830**Remit Payment and Make Checks Payable to:**Goosehead Insurance Agency, LLC
P.O. Box 732300
Dallas, TX 75373-2300**Overnight Address:**Goosehead Insurance
1500 Solana Blvd
Building 4, Suite 4500
Westlake, TX 76262**Bill To:**Colleen West
Justin Tallant
1004 DEL RIO ST
Alpine, TX 79830

DESCRIPTION	DUE DATE	TRANSACTION	AMOUNT
PREMIUM DOWN PAYMENT	DUE UPON RECEIPT	NEW BUSINESS	\$588.94
AGENCY FEE	DUE UPON RECEIPT	NEW BUSINESS	\$228.00
AMOUNT PAID TO CARRIER		PAYMENT	(\$0.00)
AMOUNT PAID TO GOOSEHEAD		PAYMENT	(\$0.00)
		TOTAL DUE	\$816.94

Thank you for your business

Payments received by Goosehead will be remitted to the insurance carrier within a commercially reasonable amount of time

📍 Map

📄 Property Details

Account

Property ID:	30379	Geographic ID:	974000210003000000
Type:	Real	Zoning:	
Property Use:		Condo:	

Location

Situs Address: 1004 W DEL RIO ALPINE, TX

Map ID:

Legal Description: SHIPMAN, BLOCK 21, LOT 3

Abstract/Subdivision: 1135 - SHIPMAN

Neighborhood: SHIPMAN

Owner

Owner ID: 38931

Name: TALLANT JUSTIN AND COLLEEN WEST

Agent:

Mailing Address: 1004 W DEL RIO ST
ALPINE, TX 79830

% Ownership: 100.0%

Exemptions: For privacy reasons not all exemptions are shown online.

📄 Property Values

Improvement Homesite Value:	\$201,486 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$8,820 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)

STEWART TITLE GUARANTY COMPANY
TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (T-1R)

SCHEDULE A

Policy Number: - POLICY NUMBER

File Number: 202205273

Policy Date: June 22, 2022, at 03:54 pm

Policy Amount: \$226,000.00

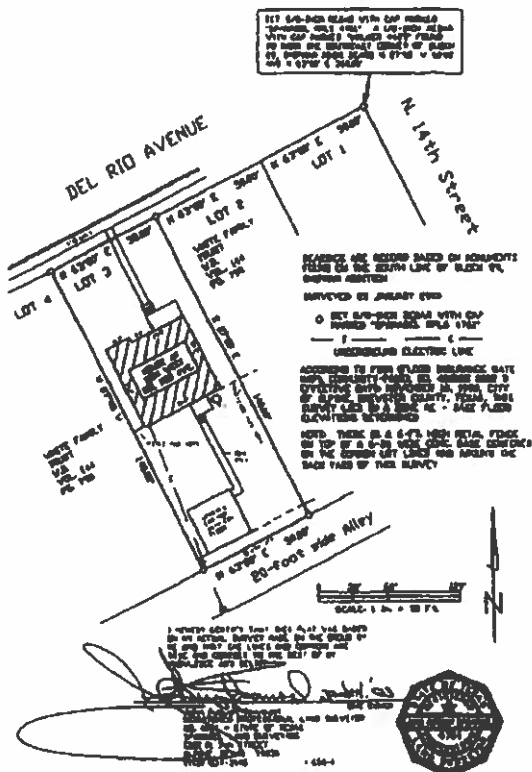
Premium: \$1,720.40

1. Name of Insured: **JUSTIN TALLANT and COLLEEN WEST**
2. We insure your interest in the land covered by this Policy is: **Fee Simple**
3. Legal Description of land:

Lot Three (3), Block Twenty-One, SHIPMAN ADDITION to the City of Alpine, Brewster County, Texas, as the same appears in Plat Envelope No.#61 on the in the Office of the County Clerk of Brewster County, Texas and more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes;

EXHIBIT

A





CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO

November 7, 2023

CONSENT

10. Approve the Finance Manager Job Description. (M. Antrim, City Manager)

BACKGROUND

- The Finance Manager position would provide an opportunity to provide direct supervision of the day-to-day operations of the Finance Department.
- Provide additional leadership and guidance for accounts payable, accounts receivable, and payroll processing.
- Additional assistance within the department for training.
- ****This is not a request for a new position****
- The job description is in line with our current structure and salary scale.

SUPPORTING MATERIALS

1. Finance Manager Job Description

STAFF RECOMMENDATION

Recommendation: APPROVE

Finance Manager

Department: Finance
Division: Administrative
Supervisor: City Manager
Salary: Exempt
Status: Full-Time

\$65,000.00 - \$80,000.00 Annually
\$5,416.66 - \$6,666.66 Monthly
\$31.25 - \$38.46 Hourly

Education and Experience: A High School diploma or GED. Bachelor's degree in Accounting, Finance, or related field. Minimum of Five (5) years' experience in a finance or accounting role, preferably in municipal government accounting; with at least two (2) years in a supervisory role.

Licenses and Certificates: This position requires a Texas Class "C" Driver's License.

General Purpose

Under minimal supervision leads the finance clerks in maintaining financial security by following established internal accounting control by providing professional support. Responsible for ensuring all clerks are performing accurate processing of accounts payable, accounts receivable, payroll, utility payments, building permits, cash and accounting/clerical work of a relatively complex nature in accordance with City policy, applicable laws and regulations. Prepare regular reports as required or needed.

Typical Duties

- Plans, supervises, and coordinates the City's fiscal and accounting activities including financial accounting and reporting, internal controls, internal auditing, and management of financial software systems.
- Supervises finance clerks, directs workload, and reviews work products and processes for payroll, accounts payable, and account receivable functions.
- Prepares monthly, quarterly, and annual financial reports in compliance with current governmental accounting principles.
- Calculates and prepares quarterly 941 report, quarterly Texas Workforce Unemployment report, year-end W-2's, and 1099's.
- Record financial transactions through journal entries. Review journal entries for inconsistencies and possible irregularities.
- Analyze and reconcile various general ledger accounts and financial reports.
- Ensures that any adjustments made to accounts are reported to the City Manager, and prepares journal entries for adjustments.
- Process and distribute monthly financial reporting per department.
- Ensure that finances are accurate and up-to-date and that vendors and suppliers are paid within established time limits.
- Educate all city staff on Purchasing and Grant Policies and ensure they are all following proper procurement procedures.
- Oversees daily cash balancing, General Ledger posting and preparations of bank deposits.
- Oversees payroll processing, including but not limited to; checking timesheets for accuracy, ensuring all deductions for insurance, retirement, student loans, and child support are processed, tracking of all employee earned benefits and time off.

Finance Manager

Department: Finance
Division: Administrative
Supervisor: City Manager
Salary: Exempt
Status: Full-Time

\$65,000.00 - \$80,000.00 Annually
\$5,416.66 - \$6,666.66 Monthly
\$31.25 - \$38.46 Hourly

- Verify accuracy and completeness of accounts payable, accounts receivable, cash receipts and disbursements, purchase orders, and general ledger prepared by the Finance Clerk I, II, and III; identify errors and resolve account discrepancies.
- Maintain and monitor city issued credit cards, including reviewing and processing of all credit card transactions on a monthly basis, identifying errors and resolving discrepancies, adding and canceling credit cards as required.
- Oversee the implementation of group insurance and pension plans including registering new employees, providing advice and information to employees on options available in both plans, meet with program providers when requested or required, and make recommendations to the City Manager concerning changes to benefit plans and coverages.
- Adjusts City bank balance to reflect changes due to returned checks. Contacts customers by certified letter and if necessary, follows up with filing legal action with the City Attorney.
- Work with the City Manager, Directors, and Supervisors to create the annual budget and capital improvement program.
- Ensure that all documents under their care and custody are properly filed and accounted for so that all records can be located by other finance department staff with ease when required.
- Creates "how to" reports on various functions and tasks for the financial systems.
- Trains new employees in the Finance Department functions and evaluates and reports progress of trainees.
- Responsible for hiring and terminating employees within the finance department.
- Conducts 90 day and annual employee evaluations within department.
- Other duties as assigned by the City Manager from time to time.

Knowledge, Skills, and Abilities

- Knowledge of the preparation process of financial statements in conformity with generally accepted accounting principles.
- Knowledge of financial reporting concepts and preferred business practices.
- Skill in effective verbal and written communication.
- Skill in analyzing and interpreting financial records.
- Skill in processing large volumes of numerical data.
- Skill in performing basic mathematical calculations.
- Skill in classifying fiscal data and compiling fund level statements and reports.
- Skill in operating a personal computer and related equipment.
- Skill in designing spreadsheets and utilizing word processing and database software.
- Skill in analyzing, preparing, checking and balancing routine fiscal transactions and accounts.
- Ability to prepare accurate financial statements at an intermediate level of complexity.
- Prepare clear, concise oral and written communication.
- Establish and maintain effective working relationships with coworkers, officials, customers, other city departments, and the general public.
- Skill in resolving problems or situations requiring the exercise of good judgment.

Finance Manager

Department: Finance

Division: Administrative

Supervisor: City Manager

Salary: Exempt

Status: Full-Time

\$65,000.00 - \$80,000.00 Annually

\$5,416.66 - \$6,666.66 Monthly

\$31.25 - \$38.46 Hourly

Other Job Characteristics

- Lift and carry items up to 50 pounds.
- Occasionally work rotating shifts, flexible hours, weekends, holidays, and extended hours.
- Occasional exposure to irate members of the public.
- Operation of a motor vehicle through City traffic.

Job description statements are intended to describe the general nature and level of work being performed by employees assigned to this job title. They are not intended to be construed as an exhaustive list of all responsibilities, duties and skills required.

ACKNOWLEDGEMENT

As evidenced by my signature below, I have read my job description and have fully understood my duties and responsibilities related to my employment with the City of Alpine. I also acknowledge that I am qualified to perform these duties and, with or without reasonable accommodation, can perform the essential functions of this position as described. Further, I understand that if, at any time, I am unclear as to what my job duties and responsibilities are, or what is expected of me, I will notify management immediately to interpret these duties and expectations.

Employee Signature & Date

Employee's Printed Name



CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO

November 7, 2023

CONSENT

11. Approve the Administrative Assistant I – Police Department Job Description. (M. Antrim, City Manager)

BACKGROUND

- The Administrative Assistant I – Police Department will provide additional administrative support to the Chief of Police and his team.
- The job description outlines specific duties and responsibilities pertaining to the police department; including knowledge of law enforcement software.
- ****This is not a request for a new position****
- The job description is in line with our current structure and salary scale.

SUPPORTING MATERIALS

1. Administrative Assistant I – Police Department Job Description

STAFF RECOMMENDATION

Recommendation: APPROVE

Administrative Assistant I- Police

Department: Police Department

Supervisor: Police Chief

Salary: Non-Exempt

Status: Full-Time

\$28,080.00 - \$34,840.00 Annually

\$2,340.00 - \$2,903.33 Monthly

\$13.50 – \$16.75 Hourly

Education and Experience:

- A minimum of a High School diploma or GED is required.
- An Associate's degree or higher in Public or Business Administration or related field is preferred.
- TWO years related work experience in administration (preferably in Law Enforcement) or any equivalent combination of experience, training and education that demonstrates the ability to perform the duties of the position.
- MUST be able to pass all Police department requirements, including Background Investigation as required by TX Department of Public Safety, criminal history check, medical & drug screening, and an oral board review.

Licenses and Certificates: This position requires a Texas Class "C" Driver's License.

General Purpose

The Administrative Assistant to the Chief of Police is a civilian member of the Police Department working under the direct supervision of the Chief of Police. This position is responsible for the administrative and clerical support for the Chief of Police and his Administrative staff, requiring a specialized knowledge of Departmental operations. This position must be able to process matters of an official, confidential and SENSITIVE nature.

Typical Duties

- Familiarized with CJIS and TCIC/TLETS Security
- Compile, assemble and prepare a variety of materials for use by the Chief of Police such as presentation materials, monthly/annual reports and research.
- Complete all general office duties while ensuring that Departmental records are kept in order and properly filed.
- Respond to inquiries concerning Departmental activities from the public, visitors, and other entities via telephone, in person and in writing with high degree of Customer Service.
- Coordinate community events, tours for the Department, attend various community meetings, interacts with schools, the media, and related organizations.
- Assist in managing Police Department Budget.
- Assist in managing reports needed for various grants within the department.
- Monitor and order supplies and equipment for the Department and personnel, while interacting with vendors, contract providers and maintenance to ensure efficient flow of Police Department operations.

Administrative Assistant I- Police

Department: Police Department

Supervisor: Police Chief

Salary: Non-Exempt

Status: Full-Time

\$28,080.00 - \$34,840.00 Annually

\$2,340.00 - \$2,903.33 Monthly

\$13.50 – \$16.75 Hourly

- Prepare Purchase Orders, ensure payment of invoices and check daily expenditures.
- Coordinate with Police personnel and Finance to process bi-weekly payroll.
- Maintain TCOL personnel records on all Departmental employees.
- Assist other divisions within the Department and City, as needed.
- Schedule all personnel training. Process travel and training expenses for the Department.
- Process Open Records request in accordance with the Public Information Act.

Knowledge, Skills, and Abilities

- Requires good working knowledge of basic Windows-based computer programs (Word, Excel, PowerPoint) and standard office equipment.
- Ability to meet deadlines on time.
- Ability to communicate effectively, both written and verbal.
- Ability to Multi-task a variety of assignments and deadlines.
- Ability to demonstrate strong working organizational skills.
- Ability to work both independently and in a team environment.
- Ability to establish and maintain effective working relationships with city employees, government officials, community groups, and the general public.
- Ability to remain professional and respectful in all interactions.
- Follow and embrace Department Core Values of: Trust, Accountability, Teamwork, Pride and Service Excellence.

Other Job Characteristics

- May require occasional back-up of front office personnel.
- May require occasional light janitorial duties.
- Primary tasks involve the ability to exert light physical effort in sedentary to light work in an office environment, but may require occasional lifting, carrying, pushing/pulling of lightweight (5-10pound) objects and materials.

Job description statements are intended to describe the general nature and level of work being performed by employees assigned to this job title. They are not intended to be construed as an exhaustive list of all responsibilities, duties and skills required.

Administrative Assistant I- Police

Department: Police Department

Supervisor: Police Chief

Salary: Non-Exempt

Status: Full-Time

\$28,080.00 - \$34,840.00 Annually

\$2,340.00 - \$2,903.33 Monthly

\$13.50 – \$16.75 Hourly

ACKNOWLEDGEMENT

As evidenced by my signature below, I have read my job description and have fully understood my duties and responsibilities related to my employment with the City of Alpine. I also acknowledge that I am qualified to perform these duties and, with or without reasonable accommodation, can perform the essential functions of this position as described. Further, I understand that if, at any time, I am unclear as to what my job duties and responsibilities are, or what is expected of me, I will notify management immediately to interpret these duties and expectations.

Employee Signature & Date

Employee's Printed Name

INFORMATION OR DISCUSSION OVERVIEW

8. Information or Discussion Items –

1. Presentation by Steve Sofge regarding unresolved and ongoing issues with the condition of Alpine Country Club Estates roads. (C. Eaves, Mayor)
2. Brewster County Liaison Update. (J. Stokes, City Council)
3. Airport Advisory Board – Discuss the intent to propose re-creation of the Alpine Airport Advisory Board. (D. Nance, City Council)
4. Transportation Advisory Board – Discuss the intent to propose re-creation of the Alpine Transportation Committee. (D. Nance, City Council)
5. City Manager provide an update on the actions from the Streets Workshop including the status of purchase of the new hot patch machine and plan for street work during Fiscal Year 23-24. (R. Stephens, City Council)
6. Speed Limit - City Council members provide their list of city owned streets that they would want to a posted speed limit higher than 25 mph so that an ordinance can be drafted to change the normal speed limit on Alpine City streets to 25 mph and take action to fund procurement of speed limit sign overlays. (R. Stephens, City Council)



**CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO
NOVEMBER 7, 2023**

INFORMATION OR DISCUSSION

1. Presentation by Steve Sofge regarding unresolved and ongoing issues with the condition of Alpine Country Club Estates roads. (C. Eaves, Mayor)

BACKGROUND

NONE.

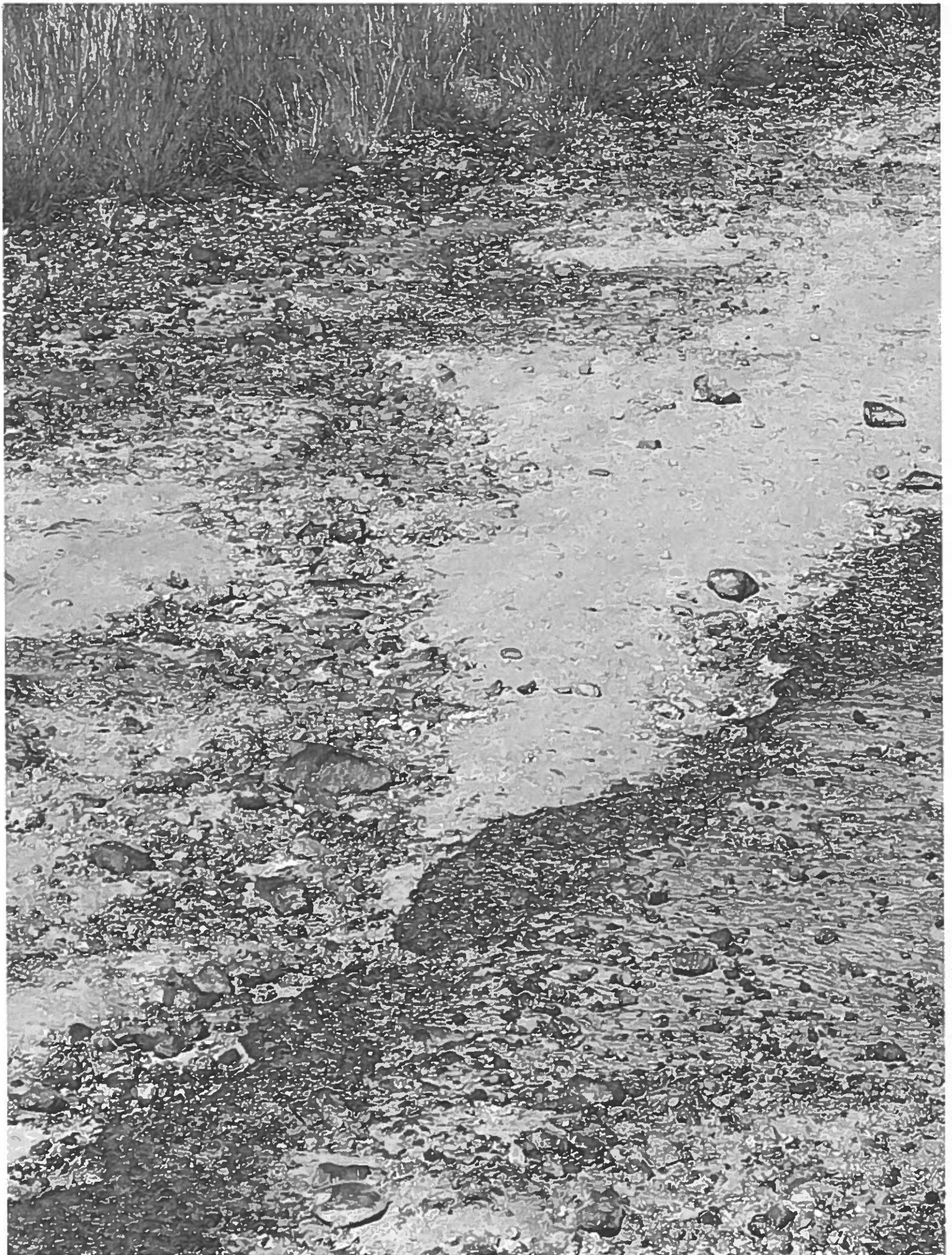
SUPPORTING MATERIALS

1. Photos of Country Club Estates streets.

STAFF RECOMMENDATION

NONE.











**CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO
NOVEMBER 7, 2023**

INFORMATION OR DISCUSSION

2. Brewster County Liaison Update. (J. Stokes, City Council)

BACKGROUND

NONE.

SUPPORTING MATERIALS

1. Brewster County Liaison report.

STAFF RECOMMENDATION

NONE.

DATE: October 24, 2023 at 9:30 am

MEMBERS PRESENT: Judge Greg Henington, Commissioners: J Westerman, S Colando, M Morrow

MEMBERS ABSENT: R. Ortega

SUMMARY:

This was a Regular Meeting. There were no public comments.

The Court then approved:

The minutes from the meeting of 10-10-2023
Discussed the Study Butte water crisis. One well is fixed. Judge is asking TCEQ representative to come speak before the Court.
The Updated Project List.
Opening a Satellite office at the South County Emergency Center in Study Butte. This will house employees from County Clerks Office and Tax Office.
The Sale of 50+ vehicles and 13+ Sheriff vehicles at an auction Saturday.
The purchase of a bomb dog with Awarded Funds.
An agreement with IDocket.
Gave Judge Henington the authority to review and adjust approved contracts.
Gave Treasurer's office authority to pay up to \$10,000 in bills before presenting them to the Court if the need arose.
The Mesquite Tranquility subdivision request.
The hiring of an appraisal for the property located at 210 N 6th, owned by Judge Ken DeHart for possible purchase.
The Sunshine House to use the funds awarded them from the Count as leverage to receive further funding.
Financial Statements as presented.
Budget and Line Item Adjustments.
The Officials Monthly reports

Next meeting is scheduled for November 14, 2023.



CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO
NOVEMBER 7, 2023

INFORMATION OR DISCUSSION

3. Airport Advisory Board – Discuss the intent to propose re-creation of the Alpine Airport Advisory Board. (D. Nance, City Council)

BACKGROUND

NONE.

SUPPORTING MATERIALS

NONE.

STAFF RECOMMENDATION

NONE.



CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO
NOVEMBER 7, 2023

INFORMATION OR DISCUSSION

4. Transportation Advisory Board – Discuss the intent to propose re-creation of the Alpine Transportation Committee. (D. Nance, City Council)

BACKGROUND

NONE.

SUPPORTING MATERIALS

NONE.

STAFF RECOMMENDATION

NONE.



CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO
NOVEMBER 7, 2023

INFORMATION OR DISCUSSION

5. City Manager provide an update on the actions from the Streets Workshop including the status of purchase of the new hot patch machine and plan for street work during Fiscal Year 23-24. (R. Stephens, City Council)

BACKGROUND

- During the Streets workshop, City Council agreed that the primary approach for maintaining city streets would be chip seal and use of the hot patch machine for managing and filling potholes. The city hot patch machine does not function and a new one needs to be procured.

SUPPORTING MATERIALS

NONE.

STAFF RECOMMENDATION

NONE.



**CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO
NOVEMBER 7, 2023**

INFORMATION OR DISCUSSION

6. Speed Limit - City Council members provide their list of city owned streets that they would want to a posted speed limit higher than 25 mph so that an ordinance can be drafted to change the normal speed limit on Alpine City streets to 25 mph and take action to fund procurement of speed limit sign overlays. (R. Stephens, City Council)

BACKGROUND

- During the Streets workshop, City Council agreed that the primary approach for maintaining city streets would be chip seal and use of the hot patch machine for managing and filling potholes. The city hot patch machine does not function and a new one needs to be procured.

SUPPORTING MATERIALS

NONE.

STAFF RECOMMENDATION

NONE.

ACTION ITEMS OVERVIEW

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

1. Approve the first reading of Ordinance 2023-11-01, an ordinance approving Rezone Application 2023-10-01; Amending the official zoning map of the city by rezoning the property located at 401 W. Sul Ross and legally described as the East 18.89 feet of Lots 8, 9, 10, all of Lots 1, 2, and 3, and that portion of the platted alley lying between said lots, all out of Block 28, Original Townsite of Alpine, Envelope 184, Plat Records of Brewster County, Texas, from R-2 two-family district to C-2 business district. (M. Antrim, City Manager)
2. Approve Resolution 2023-11-01, a resolution appointing Council Member Darin Nance to the Brewster County Appraisal District Board of Directors. (M. Antrim, City Manager)
3. Approve Resolution 2023-11-02, a resolution authorizing the City to participate in an agreement with the State of Texas through the Department of Transportation to request the closure of North Highway 118 (Between Holland and Avenue E) on November 17 through November 19, 2023. (M. Antrim, City Manager)
4. Approve Resolution 2023-11-03, a resolution authorizing the City to participate in the Texas Department of Transportation Aviation Routine Airport Maintenance program (RAMP) Grant Program for financial assistance used solely and exclusively for airport maintenance at the Alpine Casparis Municipal Airport. (M. Antrim, City Manager)
5. Approve Resolution 2023-11-04, a resolution approving the lease agreement between South Plains Community Action Association (SPCAA) and the City of Alpine for the use of property located at 607 W. Gallego Avenue, known as the Neighborhood Center. (M. Antrim, City Manager)
6. Approve Special Use Permit 2023-10-03, a special use permit for the purpose of allowing the applicant, Ole Crystal Bar / Isabelle Varlan Monshaugen & Van Huff, P.C., to obtain a mixed beverage license/permit from the Texas Alcoholic Beverage Commission to operate a bar. The property in question is located at 410 E. Holland Avenue. The record property owner is 410 E. Holland Holdings, LLC. The property ID of the subject property is 12337. (M. Antrim, City Manager)



CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO
NOVEMBER 7, 2023

To: Honorable Mayor and City Council
Agenda Item: Action Item 1 – Ordinance 2023-11-01
Agenda Sponsor: M. Antrim, City Manager
Memo Prepared By: M. Antrim, City Manager

SYNOPSIS

Approve the first reading of Ordinance 2023-11-01, an ordinance approving Rezone Application 2023-10-01; Amending the official zoning map of the city by rezoning the property located at 401 W. Sul Ross and legally described as the East 18.89 feet of Lots 8, 9, 10, all of Lots 1, 2, and 3, and that portion of the platted alley lying between said lots, all out of Block 28, Original Townsite of Alpine, Envelope 184, Plat Records of Brewster County, Texas, from R-2 two-family district to C-2 business district. (M. Antrim, City Manager)

BACKGROUND

Planning and Zoning recently discussed and considered the application to rezone a property from R-2 to C-2 for the purpose of opening a beauty salon at their October 25th meeting. During the meeting several items were brought up for consideration and discussion:

- 1) Concerns from neighboring residents,
- 2) Long-term effects of rezoning a residential property to commercial and what types of commercial businesses would be allowed and could move in if the property is sold,
- 3) Understanding zoning and rezoning impacts on our community and the future, and
- 4) Other possible options (rezone to C-0, special variance).

Ultimately, Planning and Zoning voted to not recommend the rezone application.

In light of the discussions with Planning and Zoning, legal advice was requested to address the following:

- 1. May the City Council (the "Council") approve a zoning change to a lower zoning designation that was not applied for by the property owner?*
- 2. May the Council approve a zoning change to a lower designation that was not officially recommended by P&Z?*
- 3. What are the options of the City and/or Council moving forward considering the below facts?*

The memo provided by the City Attorney's Office advises of the options that the Council has.

SUPPORTING MATERIALS

1. Ordinance 2023-11-01.
2. Rezone Application 2023-10-01.

STAFF RECOMMENDATION

REFER TO PLANNING & ZONING COMMISSION.

ORDINANCE 2023-11-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS APPROVING REZONE APPLICATION 2023-10-01; AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY REZONING THE PROPERTY LOCATED AT 401 W. SUL ROSS AND LEGALLY DESCRIBED AS THE EAST 18.89 FEET OF LOTS 8, 9, 10, ALL OF LOTS 1, 2, AND 3, AND THAT PORTION OF THE PLATTED ALLEY LYING BETWEEN SAID LOTS, ALL OUT OF BLOCK 28, ORIGINAL TOWNSITE OF ALPINE, ENVELOPE 184, PLAT RECORDS OF BREWSTER COUNTY, TEXAS, FROM R-2 TWO-FAMILY DISTRICT TO C-2 BUSINESS DISTRICT.

WHEREAS, the City of Alpine received an application to change the zoning designation from R-2 Two-Family District to C-2 Business District for the property located at 401 West Sul Ross Avenue; and

WHEREAS, the subject property is legally described as the East 18.89 feet of Lots 8, 9, 10, all of Lots 1, 2, and 3, and that portion of the platted alley lying between said lots, all out of Block 28, Original Townsite of Alpine, Envelope 184, plat records of Brewster County, Texas; and

WHEREAS, the subject property has a Property ID of 35650 in the public records of Brewster County, Texas, and the record owners of the property are Thomas and Karen Chapman; and

WHEREAS, the applicant of the rezoning application, Tara Vaughn, seeks to establish and operate a beauty salon at the subject property, the use of which is not acceptable by conditional use permit, and requires a zoning change; and

WHEREAS, on October 23, 2023, the Planning & Zoning Commission of the City of Alpine held a public hearing regarding the request to rezone, public notice of which was duly provided to the public in the October 5, 2023 edition of the official newspaper of the City; and

WHEREAS, the Planning & Zoning Commission voted 2 – 1, with two abstentions, to recommend denial of the rezoning request; and

WHEREAS, the City Council held a public hearing on November 7, 2023, regarding the request to rezone, public notice of which was duly provided to the public in the October 5, 2023 edition of the official newspaper of the City; and

WHEREAS, letters were sent to surrounding property owners within 200 feet on September 29, 2023, advising the neighbors of the request to rezone the subject property; and

WHEREAS, Chapter 211 of the Texas Local Government Code provides that municipalities have the authority to regulate zoning; and

WHEREAS, Section 2.01(B)(8) of the City's Charter provides the City to provide land use and development regulations, including zoning regulations, by ordinance; and

WHEREAS, after receiving a recommendation from the Planning & Zoning Commission and receiving resident feedback, the City Council deems it to be in the best interest of the City to approve the zoning change of the subject property as requested by the applicant.

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

**SECTION I
FINDINGS OF FACT**

Each and every one of the recitals, findings, and determinations contained in the preamble of this ordinance are found to be true and correct legislative and factual findings of the City Council of the City of Alpine and are hereby repeated and incorporated herein as if copied in their entirety.

**SECTION II
ZONING CHANGE**

The zoning designation of C-2 Business District is hereby approved for the property located at 401 West Sul Ross and legally described as the East 18.89 feet of Lots 8, 9, 10, all of Lots 1, 2, and 3, and that portion of the platted alley lying between said lots, all out of Block 28, Original Townsite of Alpine, Envelope 184, plat records of Brewster County, Texas. The official zoning map of the City is hereby amended to reflect the updated zoning.

**SECTION III
CUMULATIVE CLAUSE**

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

**SECTION IV
SEVERABILITY CLAUSE**

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

**SECTION V
PROPER NOTICE AND MEETING**

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

**SECTION VI
PUBLIC HEARING**

A preliminary public hearing was held on November 7, 2023, and a second and final hearing was held on November 21, 2023, where interested parties had the opportunity to make public comments on this ordinance prior to approval. Notice of the date and time of the hearings, and notice of how to obtain copies of the proposed documents, was published in the Alpine Avalanche, the official newspaper of the City of Alpine.

**SECTION VII
EFFECTIVE DATE**

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

PASSED AND ADOPTED THIS 21st DAY OF NOVEMBER 2023 BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.

INTRODUCTION AND FIRST READING
NOVEMBER 7, 2023

SECOND AND FINAL READING
NOVEMBER 21, 2023

APPROVED:

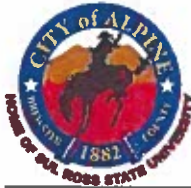
ATTEST:

Catherine Eaves, Mayor

Geoffrey R. Calderon, City Secretary

APPROVED AS TO FORM:

City Attorney



CITY OF ALPINE BUILDING SERVICES DEPARTMENT

309 W SUL ROSS AVENUE ALPINE, TX 79830

(432) 837-3281

APPLICATION FOR REZONING & CONDITIONAL USE PERMIT

Section 21.03. The city council shall have jurisdiction with respect to all rezone requests. The planning and zoning commission shall review and submit a recommendation to the city council on all applications for rezoning.

ADDRESS OF PROPERTY:		ACREAGE OF SITE:	
401 W SUL ROSS		.4273	
LEGAL DESCRIPTION:		CURRENT ZONE:	
OT, BLOCK 28, LOT 1, 2, 3		R2	
PROPERTY OWNER:	APPLICANT NAME:	TELEPHONE:	EMAIL:
Karen Chapman	Tehra Vaughn		
APPLICANT MAILING ADDRESS:		CITY, STATE & ZIP:	
806 E AVENUE E Alpine, TX 79830			
APPLICANT MAILING ADDRESS:		CITY, STATE & ZIP:	
Same		Alpine TX 79830	
PROJECT FOR WHICH REZONING IS SOUGHT:		APPLICABLE ZONING, BUSINESS, SECTION/SUBSECTION	
Beauty Salon		ORDINANCE: SUPICUP NOT ALLOWED	
SPECIFIC USE OF THE PROPERTY:		EXISTING USES OF ADJACENT PROPERTIES:	
VACANT / Residential		Residential / Commercial (C-)	
PARCEL ID#: 35650		SURVEY INCLUDED: <input checked="" type="checkbox"/>	

**If the applicant is not the legal owner of the property, a signed statement by the owner that the applicant is the authorized agent of the owner of the property.

REZONING CHECKLIST

Initiation of zoning or rezoning:

☐ Section 21.01. Zoning or rezoning of property may be initiated by the:

☐ Council;

☐ Planning and zoning commission;

☒ Record owner;

☐ Petition of:

a. The owners of at least 51 percent of the land, by land area, in the proposed district; or

b. At least 51 percent of the owners of individual properties in the proposed district.

i. Property owned by the City Of Alpine or other governmental entities shall be fully excluded from the area subject to petition of the owners, except such property may be included in support if it contains structures or features that contribute to the historic character of the district, as determined by the historic landmark commission. The amount of such property to be calculated

as supporting shall not exceed one-third of the 51 percent of the land in the proposed district.

(Ord. No. 2016-08-02, 9-20-16; Ord. No. 2016-10-03, 11-1-16)

☒ **Section 21.02. Proposed district boundaries must be contiguous.**

Except as provided in section 21.01, the boundaries of the districts proposed in a zoning or rezoning application must be contiguous.

*** The boundaries of the districts proposed in a zoning application may be noncontiguous if the zoning is initiated by the council or the planning and zoning commission. (Ord. No. 2016-08-02, 9-20-16; Ord. No. 2016-10-03, 11-1-16)*

SUBMITTAL VERIFICATION/INSPECTION AUTHORIZATION:

I as owner of the property hereinafter referenced, do hereby execute this document, and acknowledge the above statements to be true and, accurate to the best of knowledge. I have received, read and understand the terms and conditions of this request and agree to compliance with all applicable codes and ordinances of the City. I authorize the City or their representatives to visit and inspect the property for which this application is being submitted.

OPTIONAL:

TV I authorize my duly authorized agent to coordinate with the City and its representatives and speak in my behalf for the purpose of representing me in regards to this request.

APPLICANT SIGNATURE

Tehra Vaughn

PRINTED NAME

Tehra Vaughn

DATE

9/7/2023

FOR STAFF USE ONLY

PERMIT # 23-006996

TOTAL FEES 350⁰⁰

DATE: 09/11/2023

Section 21.15. Refunds.

The fees established shall be non-refundable to the applicant, unless the request is completely withdrawn before the procedure of notices as set forth in section 20.13 have begun.

(Ord. No. 2016-08-02, 9-20-16; Ord. No. 2016-10-03, 11-1-16)

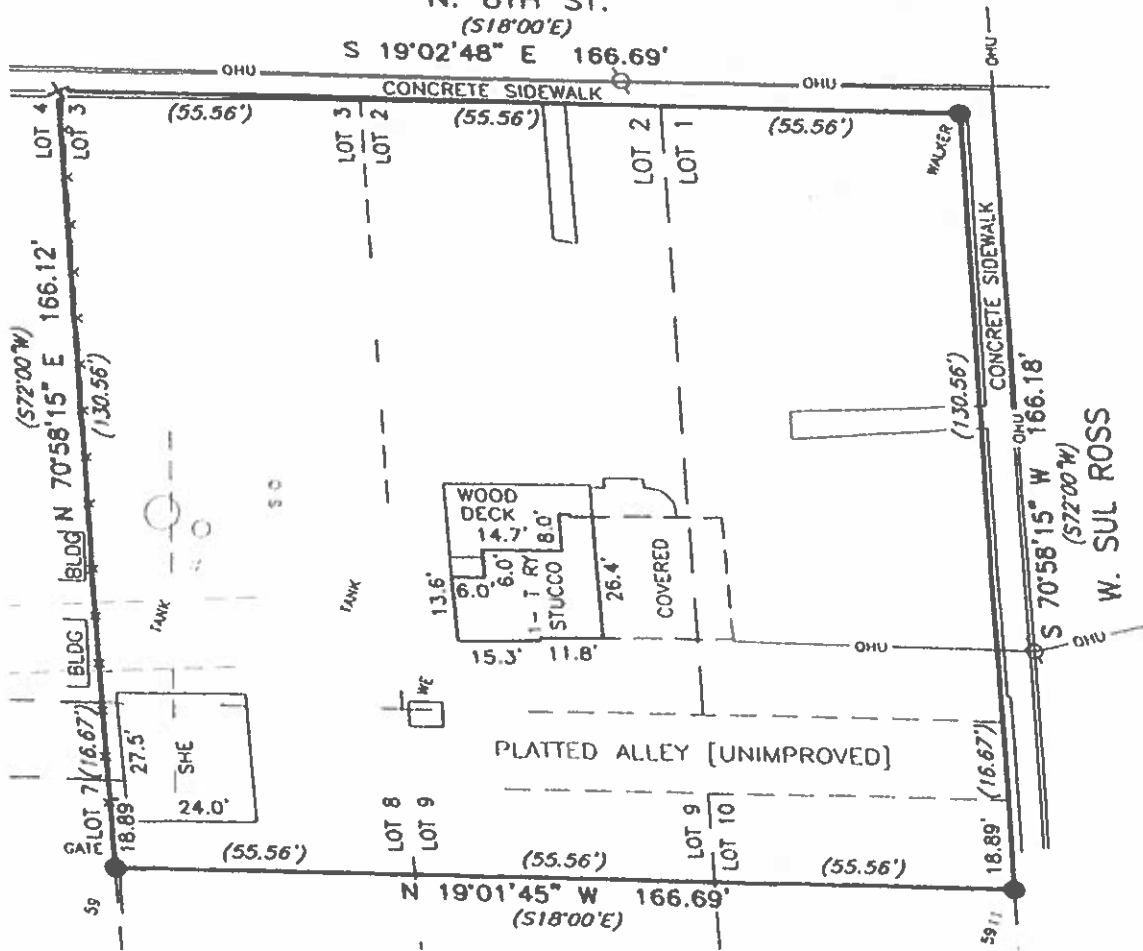
I, Karen Chapman, give Tehra Vaughn rights as an authorized agent of 401^N Sul Ross Ave.

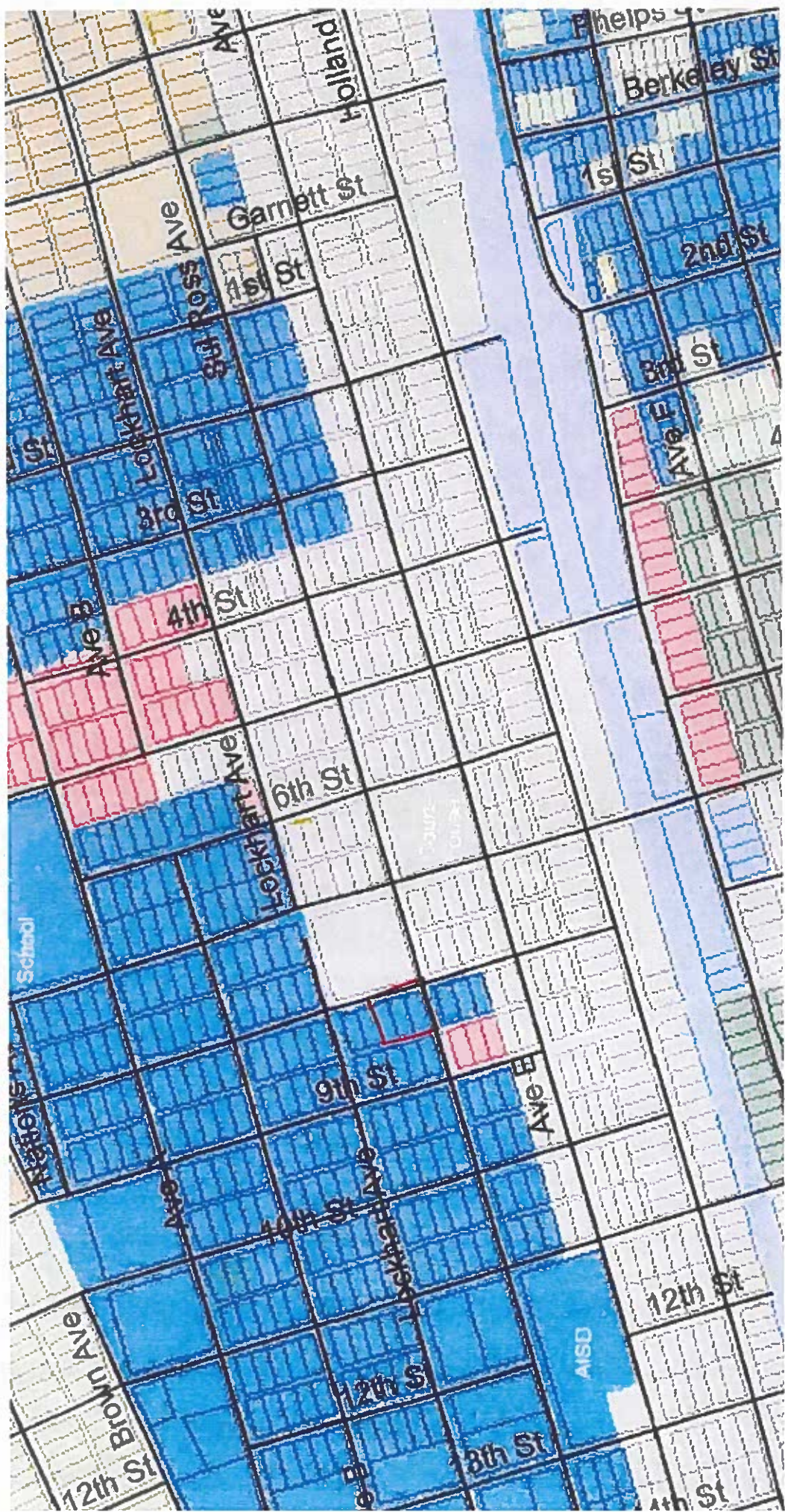
Karen Chapman
9.7.2023

N. 8TH ST.

(S18°00'E)

S 19°02'48" E 166.69'



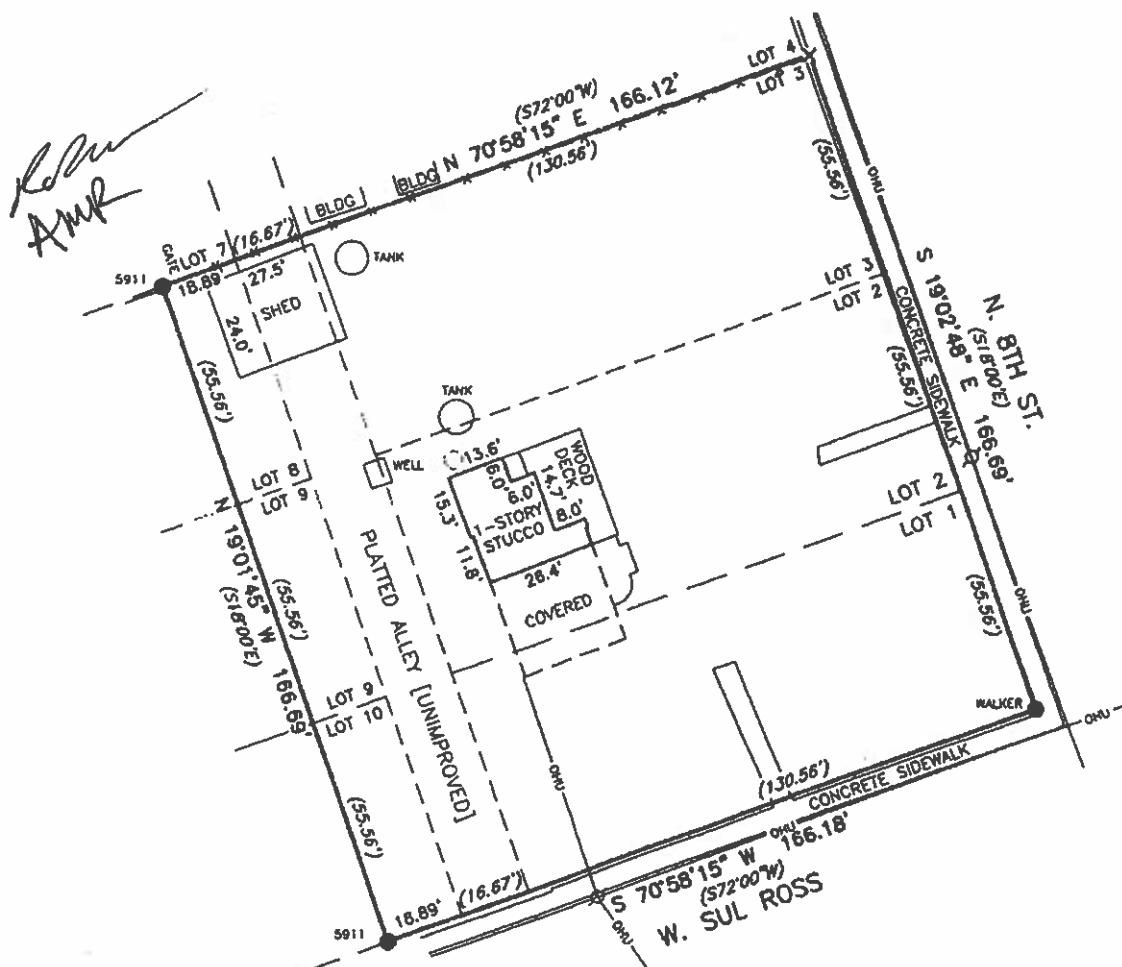
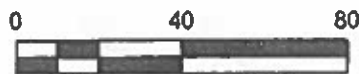


SURVEY PLAT

THE EAST 18.89 FEET OF LOTS 8, 9, AND 10, ALL OF LOTS 1, 2, AND 3, AND THAT PORTION OF THE PLATTED ALLEY LYING BETWEEN SAID LOTS, ALL OUT OF BLOCK 28, ORIGINAL TOWNSITE OF ALPINE ENVELOPE 184, PLAT RECORDS OF BREWSTER COUNTY, TEXAS

ALPINE, TEXAS

EXHIBIT A



AN INDEPENDENT EXHAUSTIVE SEARCH OF THE
PUBLIC RECORD HAS NOT BEEN CONDUCTED.
EASEMENTS/RESTRICTIONS NOT SHOWN HEREON
MAY AFFECT THIS TRACT.

LEGEND

- IRON ROD FOUND (CAPPED AS NOTED)
X "X" FOUND IN CONCRETE
○ UTILITY POLE
--- OH --- OVERHEAD UTILITY
- x - - x - FENCE
() RECORD INFORMATION
BEARING BASIS: WGS 84



ACCORDING TO FEMA FIRM MAP PANEL 48008500028,
DATED 11/16/1990, THIS TRACT APPEARS TO BE WITHIN
ZONE X (AREAS OUTSIDE THE 500-YR FLOODPLAIN).

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

KEVIN MUELLER SAW TOOTH SURVEY
105 N. COCKRELL ST. P.O. BOX 1751
(432) 538-2115 ALPINE, TX 79831
KEVIN.MUELLER@SAWTOOTHSURVEY.COM

6-29-2022



CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO
NOVEMBER 7, 2023

To: Honorable Mayor and City Council
Agenda Item: 2 – Resolution 2023-11-01 – Appointment of Council Member Darin Nance to
Brewster County Appraisal District
Agenda Sponsor: M. Antrim, City Manager

SYNOPSIS

Approve Resolution 2023-11-01 a resolution of the City Council of the City of Alpine, Texas appointing Council Member Darin Nance to the Brewster County Appraisal District Board of Directors. (M. Antrim, City Manager)

BACKGROUND

- Council Member Darin Nance was appointed to the Brewster County Appraisal District on May 16, 2023 to serve the remaining term held by Council Member Jerry Johnson.
- The Brewster County Appraisal District holds staggering terms and the City of Alpine appoints for even years.
- The City of Alpine is required to appoint or reconfirm representation from January 2024 – December 2025.

SUPPORTING MATERIALS

1. Resolution 2023-11-01
2. Letter of Notice to appoint from the Brewster County Appraisal District for upcoming even year appointments

STAFF RECOMMENDATION

APPROVE

STATE OF TEXAS

COUNTY OF BREWSTER

CITY OF ALPINE

RESOLUTION 2023-11-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS
APPOINTING COUNCIL MEMBER DARIN NANCE TO THE BREWSTER COUNTY
APPRAISAL DISTRICT BOARD OF DIRECTORS.**

WHEREAS, the current process for selection of board members of the Brewster County Appraisal District allows for the City of Alpine to appoint one representative to the Board of Directors; and

WHEREAS, the Brewster County Appraisal District has set the terms to be staggered, with the City of Alpine appointing a board member for even years; and

WHEREAS, on May 16, 2023 the Council approved Council Member, Darin Nance, to serve out the term due to the untimely passing of Council Member Jerry Johnson; and

WHEREAS, the City Council of the City of Alpine, Texas has chosen Darin Nance as the City of Alpine appointment to the Board of Directors for the Brewster County Appraisal District from January 2024 – December 2025.

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

SECTION I. The City Council hereby designates Darin Nance as the City of Alpine appointment to the Brewster County Appraisal District Board of Directors.

SECTION II. This appointment takes effect immediately.

PASSED, APPROVED, AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS ON THE 7TH DAY OF NOVEMBER 2023.

Catherine Eaves, Mayor

ATTEST:

Geoffrey R. Calderon, City Secretary

Brewster County Appraisal District
107 W Ave E #2
Alpine TX 79830
Ph. 432-837-2558
Fax 432-837-3871

September 05, 2023

Dear Administrator,

In 1985 the terms of office of the Brewster County Appraisal District Board of Directors were staggered and representation was changed to allow one representative to the Board for each of the seven jurisdictions.

With the beginning of staggered term representation, in January 1986, the Board of Directors drew for terms of office. The terms of office for the Brewster County Appraisal District are as follows:

Even Year Appointments

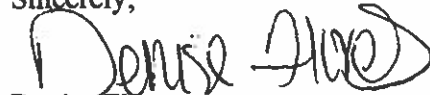
San Vicente ISD
City of Alpine
Alpine ISD
Brewster County

Odd Year Appointments

Hospital District
Marathon ISD
Terlingua CSD

For 2024, the jurisdictions with odd year appointments must appoint a representative for the Board. Your appointed representative will be sworn in at the regular meeting in January 2024. Please remember that your representative must be appointed by resolution and a confirmation of the appointment sent to the Appraisal District by December 15th 2023.

Sincerely,



Denise Flores
Chief Appraiser
Brewster CAD



CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO
NOVEMBER 7, 2023

To: Honorable Mayor and City Council
Agenda Item: 3 – Approve Resolution 2023-11-02 – Closure of North Highway 118 (between Holland and Avenue E) for Artwalk Festivities
Agenda Sponsor: M. Antrim, City Manager

SYNOPSIS

Approve Resolution 2023-11-02, a resolution authorizing the City to participate in an Agreement with the State of Texas through the Department of Transportation to request the closure of North Highway 118 (between Holland and Avenue E) on November 17 through November 19, 2023.
(M. Antrim, City Manager)

BACKGROUND

- The City of Alpine annually participates in an agreement with the Texas Department of Transportation for the closure of North Highway 118 (between Holland and Avenue E) for Artwalk Festivities.
- The Texas Department of Transportation requires the City's approval to close the indicated section of road
- Artwalk is scheduled to take place November 17, 2023 through November 19, 2023

SUPPORTING MATERIALS

1. Resolution 2023-11-02
2. Texas Department of Transportation Agreement for Temporary Closure of State Right of Way

STAFF RECOMMENDATION

APPROVE

STATE OF TEXAS

COUNTY OF BREWSTER

CITY OF ALPINE

RESOLUTION 2023-11-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS AUTHORIZING THE CITY TO PARTICIPATE IN AN AGREEMENT WITH THE STATE OF TEXAS THROUGH THE DEPARTMENT OF TRANSPORTATION TO REQUEST THE CLOSURE OF NORTH HIGHWAY 118 (BETWEEN HOLLAND AVENUE AND AVENUE E) ON NOVEMBER 17 THROUGH NOVEMBER 19, 2023.

WHEREAS, Artwalk is an Art and Music festival that draws thousands of attendees to Alpine annually, and is a significant part of the Art culture in the Big Bend; and

WHEREAS, the City Council of the City of Alpine has endorsed the annual Artwalk event and is supportive of the cultural significance of the event; and

WHEREAS, in an effort to promote the safety of pedestrians, the City Council has requested that the Texas Department of Transportation authorize the closure of the portion of State Highway 118 between Holland Avenue and Avenue E on November 17 through the morning of November 19, 2023.

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

SECTION I. The City Council hereby authorizes the closure of North Highway 118 between Holland Avenue and 5th Street on November 17 through the morning of November 19, 2023 and requests the Texas Department of Transportation approve of such closure.

SECTION II. The City Council authorizes the submittal of an Agreement outlining such closure between with the City and the Texas Department of Transportation.

SECTION III. The City Manager is hereby authorized to execute the Agreement on behalf of the City of Alpine.

SECTION IV. This resolution is effective immediately upon its passage.

PASSED, APPROVED, AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL ON THIS THE 7th DAY OF NOVEMBER 2023 BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.

ATTEST:

Catherine Eaves, Mayor

Geoffrey R. Calderon, City Secretary

Agreement No. _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Alpine, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including Highway 118 North, in Brewster County; and

WHEREAS, the local government has requested the temporary closure of 5th Street between Holland Avenue & Avenue E for the purpose of Alpine's Artwalk, from North to 19th as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the ____ day of _____, 20____, the _____ City Council passed Resolution / Ordinance No. _____, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Agreement No. _____

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage

Agreement No. _____

allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period

Agreement No. _____

that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
<u>City of Alpine</u>	<u>Texas Department of Transportation</u>
<u>100 N 13th St.</u>	<u></u>
<u>Alpine, Tx. 79830</u>	<u></u>
<u>432-837-3301</u>	<u></u>

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF Alpine

Executed on behalf of the local government by:

Traffic-Traffic_Closure Incorporated (TEA30A)

Agreement No. _____

By _____ Date _____
City Official

Typed or Printed Name and Title _____

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By  Date 10/31/2023
District Engineer

Agreement No. _____

Exhibit A

ALPINE'S GALLERY NIGHT, INC.

P.O. BOX 788

ALPINE, TX. 79831

432-837-3067

infor@artwalk.com • www.artwalkalpine.com

October 17, 2023

Texas Department of Transportation
2400 N. Hwy. 118
Alpine, TX 79830

RE: ARTWALK 2021

EXHIBIT A

Alpine's Artwalk 2023 includes 16 businesses located in the downtown area of Alpine, Brewster County, that attract Texas. It is a two-day, free, family-friendly event that attracts 5,000+ attendees. Downtown Alpine is bisected by US 90, running East and West, and SH 118 (aka 5th St.), running North and South. Alpine's Artwalk is supported by the City of Alpine and Brewster County in proposing to close 1 block of SH 118 (5th St.) between Holland Ave. (Hwy. 90 Eastbound) and Avenue E (Hwy. 90 Westbound), beginning at 7 a.m., Friday, November 17, re-opening Sunday, November 19th at 9 AM.

The block will be utilized for Art Vendors. The closing of the block will provide a protected area for pedestrians to participate with the Art Vendors, as well as cross 5th street safely. There will be no modifications to any feature man-made or natural in or adjacent to the ROW involved. Please see the Traffic Control Diagram for the location map.

Kerri A. Blackman
Director/Founder

Exhibit B

Agreement No. _____

Alpine's Gallery Night, Inc.

P.O. Box 788

Alpine, TX. 79831

September 13, 2023

Texas Department of Transportation

13301 Gateway West

El Paso, TX. 79928-5410

RE: Alpine's Artwalk 2023 – November 17 & 18

Dear Ms. Elva Rascon,

I am writing on behalf of the Alpine's Gallery Night, Inc. Board of Directors to formally request your consideration of closing 5th Street (State Highway 118 N.) between Holland Avenue and Avenue E in Alpine, Texas for this year's 30th Anniversary Artwalk 2023 scheduled November 17th & 18th to ensure the safety of thousands of art patrons and attendees.

Our plans this year are to have art vendors on the north end of 5th Street, and the music tent with stage and beer booth at the south end of 5th Street.

We have the Austin Bike Zoo bringing pedaling creatures that will be in the middle of 5th Street to create more entrainment and excitement.

We are having an art car parade on Holland Avenue, afterward some of the art cars set up on 5th Street for photo opportunities and entertainment.

We recommend the street closure begin at 7 AM on Friday, November 17th in preparation for all the exhibit tents to be set up and reopening on Sunday, November 19th at 9 AM.

Artwalk is celebrating its 30th Anniversary this year, honoring artists from the Big Bend Region and bringing arts, music, and fun to the downtown streets of Alpine.

Thank you for your consideration.

With Gratitude,

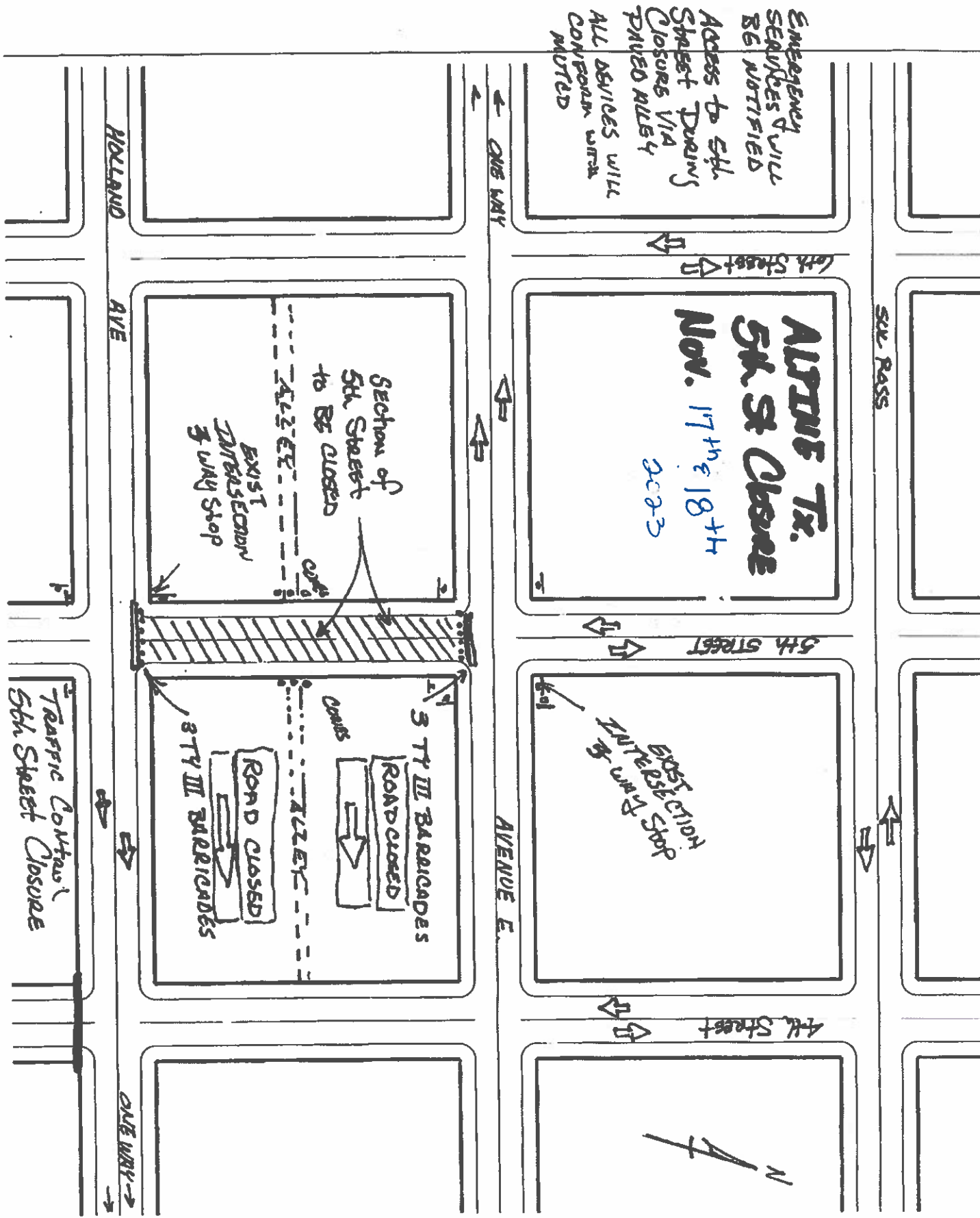
Kerri A Blackman

Founder/ Executive Director

info@artwalkalpine.comartwalkalpine.com*

Agreement No. _____

Exhibit C





CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO
NOVEMBER 7, 2023

To: Honorable Mayor and City Council
Agenda Item: 4 – Resolution 2023-11-03 – Routine Airport Maintenance Program (RAMP)
Agenda Sponsor: M. Antrim, City Manager

SYNOPSIS

Approve Resolution 2023-11-03, a resolution authorizing the City to participate in the Texas Department of Transportation – Aviation Division – Routine Airport Maintenance Program (RAMP) Grant Program for Financial Assistance used solely and exclusively for airport maintenance at the Alpine Casparis Municipal Airport. (M. Antrim, City Manager)

BACKGROUND

- Each year the Aviation Division of Texas Department of Transportation provides financial assistance for general maintenance needs of airports in Texas.
- Prior years, airports were allotted up to \$30,000 with a 50% match.
- FY 2024, the Aviation Department has had an increase in available funding resulting in airports being eligible to receive up to \$100,000 in funds
- In addition, for FY 2024, the matching percentage has been reduced to 10%.
- The City has utilized these funds for the past ten (10) years.

SUPPORTING MATERIALS

1. Resolution 2023-11-03
2. Grant M2424ALPN

STAFF RECOMMENDATION

APPROVE

STATE OF TEXAS

CITY OF ALPINE

COUNTY OF BREWSTER

RESOLUTION 2023-11-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS AUTHORIZING THE CITY TO PARTICIPATE IN THE TEXAS DEPARTMENT OF TRANSPORTATION AVIATION ROUTINE AIRPORT MAINTENANCE PROGRAM (RAMP) GRANT PROGRAM FOR FINANCIAL ASSISTANCE USED SOLEY AND EXCLUSIVELY FOR AIRPORT MAINTENACE AT THE ALPINE CASPARIS MUNICIPAL AIRPORT.

WHEREAS, the City of Alpine operates and maintains the Alpine-Casparis Municipal Airport; and

WHEREAS, the Texas Department of Transportation – Aviation Division annually provides opportunities for financial assistance for general maintenance of the Alpine Casparis Municipal Airport under their Routine Airport Maintenance Program; and

WHEREAS, General Maintenance is defined as contract services/purchase materials for routine maintenance/improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide/application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance (approved project design). Additional special projects may be approved and added by amendment.

WHEREAS, the Texas Transport Commission approved total available funds for Fiscal Year 2024 as proposed, increasing the State share to \$100,000.00 and reducing the local match to 10%; and

WHEREAS, the Texas Transport Commission has allowed for eligible aircraft operations counting system has been added to the list of eligible items in order to support the planning process.

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

SECTION I. The City of Alpine supports the submission of grant application M2424ALPIN for the Routine Airport Maintenance Program (RAMP) for financial assistance for general maintenance needs of the Alpine Casparis Municipal Airport.

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

on behalf of the applicant agency.

PASSED, APPROVED, AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL ON THE 7th DAY OF NOVEMBER 2023.

APPROVE:

ATTEST:

Catherine Eaves, Mayor

Geoffrey R. Calderon, City Secretary

**TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM**

(State Assisted Airport Routine Maintenance)

TxDOT Project ID: M2424ALPN

Part I - Identification of the Project

TO: The City of Alpine, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Alpine, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the ALPINE - ALPINE-CASPARIS MUNI Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for ninety percent (90%) of the eligible project costs for this project or \$100,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2024, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.
5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 90% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Additional Requirements for Certain Equipment

1. Certain purchase, installation, and subscription costs for eligible air traffic and operations monitoring equipment ("Equipment") are reimbursable as provided in this Part. If Grantee is seeking reimbursement for eligible Equipment costs, it must be shown in Attachment A.
2. For eligible Equipment, the State will reimburse 90% of the initial cost to purchase and install, not to exceed \$3,000.00, and 90% of the annual subscription fee for subsequent years, not to exceed \$3,000.00 per year.
3. Notwithstanding Section 2, for the one year prior to a master plan or airport layout plan update, TxDOT will reimburse up to 90% of the eligible costs, not to exceed \$5,400.00.
4. Eligibility Requirements
 - A. The Equipment must include the following items, at a minimum;
 1. Triangulation
 2. Noise abatement
 3. Aircraft tracking data for 30 days
 4. Direct installation without a third party
 5. Identification of pavement utilization by airplane design group for the entire airport
 6. 1 second and 3 foot accuracy
 7. Equal effectiveness at both towered and non-towered airports
 8. Tracking of military and government aircraft, including FAA blocked aircraft
 - B. In order for costs to be eligible for RAMP reimbursement:
 1. The Sponsor must maintain and operate the Equipment for 3 years.
 2. On at least a quarterly basis, the Sponsor must provide to the State all data produced and collected by the Equipment.
 3. To be eligible for reimbursement of the annual subscription fee after the first year, the Sponsor must participate in the Routine Airport

Maintenance Program, have an executed Grant Agreement for that year, and comply with all grant requirements.

- A. The State may conduct on-site or off-site monitoring reviews of the Equipment during the initial required 3-year term, and during any years Sponsor seeks reimbursement of subscription costs. The Sponsor shall fully cooperate with the State and provide any required documentation. The Sponsor shall grant full access to the Equipment to the State or its authorized designee for the purpose of determining compliance, including, but not limited to:
 - 1. Whether the Equipment, and its operation and maintenance, are consistent with the requirements set forth in the Grant Agreement and this First Amendment;
 - 2. Whether the Sponsor is making timely progress with installation of the Equipment, and whether its management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in the Grant Agreement and this First Amendment, and are fully and accurately reflected in reports submitted to the State.
- B. Failure to maintain compliance with these requirements may result in the Sponsor having to repay grant funds to the State.

Part IV - Sponsor Responsibilities

- 1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips,

taxiways, parking aprons, roads, airport lighting and navigational aids; and

- e. through the fence access shall be reviewed and approved by the State; and
- f. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and
- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance

or order approved by the State.

1. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.
2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

PART V - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;
 - d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
 - e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - f. reimburse sponsor for approved contract maintenance costs no more than once a month.

PART VI - Recitals

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.

2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.
3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
 - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VII - Acceptances

Sponsor

The City of Alpine, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this _____ day of _____, 20__.

The City of Alpine, Texas
Sponsor

Sponsor Signature

Sponsor Title

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By: _____

Date: _____

**Attachment A
Scope of Services
TxDOT Project ID: M2424ALPN**

Eligible Scope Item:	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$111,111.11	\$100,000.00	\$11,111.11
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
TOTAL	\$111,111.11	\$100,000.00	\$11,111.11

Accepted by: The City of Alpine, Texas

Signature

Title: _____

Date: _____

GENERAL MAINTENANCE: As needed, Sponsor may contract for services/purchase materials for routine maintenance/improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide/application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Airport Operations Counting Systems: The purchase and installation of specified air traffic and operations monitoring equipment ("Equipment") is eligible for reimbursement as provided in Part III

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT Project ID: M2424ALPN

The City of Alpine does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

The City of Alpine, Texas
(Sponsor)

By: _____

Title: _____

Date: _____

Certification of State Single Audit Requirements

I, _____, do certify that the City of Alpine will comply with all
(Designated Representative)

requirements of the State of Texas Single Audit Act if the City of Alpine spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the City of Alpine will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

Signature

Title

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID: M2424ALPN

The City of Alpine designates, _____
(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

The City of Alpine, Texas
(Sponsor)

By: _____

Title: _____

Date: _____

DESIGNATED REPRESENTATIVE

Mailing Address: _____

Overnight Mailing Address: _____

Telephone/Fax Number: _____

Email address: _____



CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO
NOVEMBER 7, 2023

To: Honorable Mayor and City Council
Agenda Item: 5 – Resolution 2023-11-04 – Lease Agreement - 607 W. Gallego
Agenda Sponsor: M. Antrim, City Manager

SYNOPSIS

Approve Resolution 2023-11-04, a resolution approving the Lease Agreement between South Plains Community Action Association (SPCAA) and the City of Alpine for the use of property located at 607 W. Gallego Avenue, known as the Neighborhood Center. (M. Antrim, City Manager)

BACKGROUND

- In June 2023, the City of Alpine was notified by Big Bend Community Action they would no longer be leasing the facility at 607 W. Gallego.
- It was discovered that the facility had been subleased by Big Bend Community Action to South Plains Community Action Association – Women, Infant, Children (WIC) Program
- Services provided by Big Bend Community Action were taken over by Community Council of South-Central Texas.
- Both Parties (South Plains Community Action Association and Community Council of South-Central Texas) were interested in continued leasing of the facility.
- After discussions with City Council, it was determined to lease the facility at a monthly rate.
- During the past several months, discussions and considerations for the facility have been taken.
- Community Council of South-Central Texas has rented another facility at this time.
- South Plains Community Action Association is interested in renting the entire facility.
- A new lease agreement has been reviewed and contains the terms and conditions for both South Plains Community Action Association and the City of Alpine:
 - 5-year lease
 - \$500 a month plus \$100 deposit
 - City will cover most utilities (water, sewer, sanitation, gas, and electric)
 - Outlined list of maintenance responsibilities

SUPPORTING MATERIALS

1. Resolution 2023-11-04 and Exhibit A – Lease Agreement

STAFF RECOMMENDATION

APPROVE

STATE OF TEXAS

COUNTY OF BREWSTER

CITY OF ALPINE

RESOLUTION 2023-11-04

A RESOLUTION APPROVING THE LEASE AGREEMENT BETWEEN SOUTH PLAINS COMMUNITY ACTION ASSOCIATION (SPCAA) AND THE CITY OF ALPINE FOR THE USE OF PROPERTY LOCATED AT 607 W. GALLEGU AVENUE, KNOWN AS THE NEIGHBORHOOD CENTER.

WHEREAS, the City of Alpine has expressed an interest in leasing the property located at 607 W. Gallego Avenue and finds it is in the best interest of the City of Alpine to enter into a lease agreement with South Plains Community Action Association (SPCAA); and

WHEREAS, the City of Alpine and South Plains Community Action Association (SPCAA) have entered into negotiation for a Lease Agreement for the subject property and have progressed with negotiations satisfactorily to seek approval of said Lease Agreement; and

WHEREAS, the terms and conditions have been outlined in the lease agreement providing both tenant and landlord responsibilities; and

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

SECTION I. The Lease Agreement between South Plains Community Action Association (SPCAA) and the City of Alpine setting forth terms and conditions for the City's lease of property located at 607 W. Gallego Avenue for the purpose of providing residents a variety of services focused on enabling individuals and families achieve self-sufficiency and on providing them with the resources to achieve that goal. South Plains Community Action Association in Alpine focuses on Women, Infant, and Children (WIC) programs.

SECTION II. The proposed Leased Agreement, a copy of which is attached to this Resolution as "Exhibit A", is hereby approved.

SECTION III. The City Manager is hereby authorized and directed to take the necessary measures to implement and execute the terms and conditions of said Lease Agreement.

PASSED, APPROVED, AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS ON THE 7TH DAY OF NOVEMBER 2023.

ATTEST:

Catherine Eaves, Mayor

Geoffrey R. Calderon, City Secretary

“EXHIBIT A”

607 W. Gallego Avenue

“NEIGHBORHOOD CENTER”

Non-Exclusive Lease Agreement

PARTIES

The parties to this lease are:

- A. **Landlord:** City of Alpine, a Texas Municipal Corporation, acting by and through the City Manager
- B. **Tenant:** South Plains Community Action Association, SPCAA, a 501(c)(3) non-profit corporation
Tenant's Manager: Roger Cardenas

LEASED PREMISES

Landlord leases to Tenant the following described real property, known as the “Leased Premises,” along with all its improvements:

Property municipally known and numbered as 607 W. Gallego Avenue Alpine, Texas, and commonly known as the Neighborhood Center Building.

1. TERM:

The term of this lease agreement is five (5) years commencing on November 7, 2023, (“Commencement Date”) and ending on November 1, 2028 (“Expiration Date”).

- A. **Termination due to lack of funding:** Notwithstanding any other provision of this Lease, if the South Plains Community Action Association (SPCAA) loses its funding as a result of state or federal budget cuts, lack of appropriations, transfers of funds between programs or agencies, amendments of appropriations acts, or any other disruption of current appropriations which prevent Lessee from fulfilling the terms of the Lease or any extension of the Lease, Lessee may terminate the Lease with ten (10) days written notice to the City of Alpine and only Rent accrued to the date of termination shall be due and owing (“Accrued Rent”). Upon payment by Lessee of Accrued Rent, Lessor and Lessee shall execute a full and final release of liability for rentals under his Lease which have not yet accrued.

“EXHIBIT A”

2. RENT AND EXPENSES:

A. Monthly Rent: On or before the first day of each month during this lease, Tenant(s) will pay Landlord monthly rent as described as follows:

From	To	\$ Monthly Rate
Commencement Date	Expiration Date	Tenant
November 7, 2023	November 1, 2028	\$500

B. First Full Month's Rent: The first full monthly rent is due before November 15, 2023.

C. Place of Payment: Tenant will remit all amounts due to the Landlord under this lease to the following address:

The City of Alpine – Finance Department
Attn: Accounts Receivable
100 N. 13th St.
Alpine, Texas 79830

D. Method of Payment: Tenant must pay all rent in a timely manner without demand, deduction, or offset, except as permitted by law or this lease agreement. If Tenant fails to timely pay rent on the due date, or if Tenant pays with a check which is returned to Landlord by the institution from which it was drawn, Landlord may require Tenant to pay future rent amounts in certified funds. This Section does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.

E. Returned Checks: Tenant will pay \$35.00 for each check Tenant tenders to Landlord which is returned by the institution from which it is drawn for any reason, plus any late charges until Landlord receives payment.

3. SECURITY DEPOSIT

Upon Execution of this lease, Tenant will pay \$100.00 to Landlord as a security deposit.

Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days, restore the security deposit to the amount stated.

“EXHIBIT A”

Within 60 days after Tenant surrenders the leased premises and provides Landlord with written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.

4. TAXES

Tenant will pay all real property ad valorem taxes assessed against the leased premises, improvements, personal property, and equipment. Failure to pay taxes in a timely fashion shall be an event of default and may result in termination of the lease.

5. UTILITIES

Landlord will pay for Water, Sewer, Gas, Trash, and Electricity utilities.

Tenant will pay for its portion of all utility charges to the leased premises and any connection charges for the utilities, including but not limited to:

- Internet
- Cable
- Telephone
- All other utilities

Tenant will pay its portion of the utility charges. If Landlord incurs any liability for utility or connection charges or late fees for which Tenant is responsible to pay and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord for such amount. Failure to reimburse Landlord for such expenses or to pay its portion of utility charges in a timely manner will be an event of default and may result in termination of the Lease.

6. INSURANCE

During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:

- i. General liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of \$500,000;
- ii. Property damage insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of \$500,000;
- iii. Worker's compensation insurance in the maximum amount allowed by Texas statute;
- iv. Personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss; and

“EXHIBIT A”

Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, no later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.

If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:

- i. Purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or
- ii. Exercise Landlord's remedies under Section 18 (DEFAULT).

7. USE AND HOURS

Tenant may use the leased premises for the following purpose and no other: to carry out the mission of the South Plains Community Action Association (SPCAA); which provides a variety of services focused on enabling individuals and families achieve self-sufficiency and on providing them with the resources to achieve that goal. South Plains Community Action Association in Alpine focuses on Women, Infant, and Children (WIC) programs.

8. LEGAL COMPLIANCE

Tenant may not use or permit any part of the leased premises or the Property to be used for:

- B. Any activity which is a nuisance or is offensive, noisy, or dangerous;
- ii. Any activity that interferes with any other tenant's normal business operations.
- iii. Any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
- iv. Any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;

“EXHIBIT A”

v. Any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters; or

vi. The permanent or temporary storage of any hazardous material.

“Hazardous material” means any pollutant, toxic substance, hazardous waste, hazardous materials, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.

Landlord does not represent or warrant that the leased premises or Property are suitable for the uses intended by Tenant. **Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently determining all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord’s agent, or any broker concerning the use of the leased premises or Property.**

9. SIGNS

- A. Tenant may not post or paint any signs or place any decorations outside the leased premises or on the Property without the Landlord’s written consent. Landlord may remove any unauthorized sign or decorations, and Tenant will promptly reimburse Landlord for the cost to remove any unauthorized sign or decorations.
- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property and will provide notice to Tenant so that Tenant may have the opportunity to remove the sign(s) itself.

10. ACCESS BY LANDLORD

- A. During Tenant’s normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord will not unreasonably interfere with Tenant’s business operations when accessing the leased premises. Landlord may access the leased premises after Tenant’s normal business hours if:
 - B. Entry is made with Tenant’s permission; or
 - ii. Entry is necessary to complete emergency repairs.

“EXHIBIT A”

- C. During the last 60 days of this lease, Landlord may place a “For Lease” or similarly worded or intended sign on the leased premises.

11. MOVE-IN CONDITIONS

Tenant has inspected the leased premises and accepts it in their present (as is) condition unless expressly noted otherwise in this lease or in an addendum. Landlord has made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

12. MOVE-OUT CONDITION AND FORFEITURE OF TENANT’S PERSONAL PROPERTY

- A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.

- B. Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may:

- i. Tenant, at Tenant’s expense, to remove the personal property by providing written notices to Tenant;
- ii. Retain a third party, at Tenant’s expense, to remove the personal property by providing written notices to Tenant; or
- iii. Retain such property as forfeited property to Landlord. Landlord is hereby authorized to dispose of the property according to Texas law.

- C. “Surrender” means vacating the leased premises and returning all keys and access devices to Landlord.

- D. “Normal wear and tear” means deterioration that occurs without negligence, carelessness, recklessness, accident, or abuse.

- E. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move out and at Tenant’s expense, to remove without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

13. MAINTENANCE AND REPAIRS

“EXHIBIT A”

Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant shall coordinate with the other occupant of the building to maintain and clean the jointly used bathrooms, kitchen and parking lot and will pay its proportionate share of expenses to maintain and clean the joint use areas.

Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, or contractors.

Repair and Maintenance Responsibility: Except as otherwise provided by Section 15, the party designated in the following chart, at its expense, is responsible for maintaining and repairing the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate to the leased premises. Tenant is responsible for the repair and maintenance of their personal property.

Repair and Maintenance Responsibility Chart		
	Landlord	Tenant
1. Foundation, exterior walls, roof, and other structural components.	X	
2. Glass and windows.	X	
3. Fire protection equipment.		X
4. Fire sprinkler systems.		X
5. Exterior and overhead doors, including closure devices, molding, locks, and hardware.		X
6. Ground maintenance, including landscaping and irrigation.		X
7. Interior doors, including closure devices, frames, molding, locks, and hardware.		X
8. Parking areas and walks.		X
9. Plumbing systems, drainage systems, and sump pumps.		X
10. Electrical and mechanical systems.		X
11. Ballast and lamp replacement.		X
12. Heating, ventilation, and air conditioning (HVAC) systems.		X

“EXHIBIT A”

13. HVAC system replacement.	X	
14. Signs and lighting:		
a. Pylon.		X
b. Facia.		X
c. Monument.		X
d. Door/Suite.		X
15. Extermination and pest control, excluding wood-destroying insects.		X
16. Wood-destroying insect treatment and repairs.	X	

Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons. Tenant requires prior authorization from Landlord prior to commencing any repair work.

HVAC Service Contract: If Tenant maintains the HVAC system under Section 15C (13), Tenant is required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from an HVAC company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so, and Tenant will reimburse Landlord for the expense of such maintenance and service contract, or Landlord may exercise Landlord's remedies under Section 18.

Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing. Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair.

Failure to Repair: If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may:

i. Repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or

ii. Exercise Landlord's remedies under Section 20.

14. ALTERATIONS

“EXHIBIT A”

A. Tenant may not alter (including making any penetrations to the roof, exterior walls, or foundation), improve or add to the Property or the leased premises without Landlord’s prior written consent.

B. Tenant may not alter locks or any security devices on the Property or the leased premises without Landlord’s consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.

C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Section 15 will, at its expense, modify or alter the item in compliance with the order.

D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord’s property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord required Tenant to remove under Section 11 or 14 or if the parties agree otherwise in writing.

15. LIENS

Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord’s demand:

- i. Pay the lien and have the lien released of record; or
- ii. Take action to discharge the lien.

Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this Section.

16. LIABILITY

Landlord is NOT responsible for Tenant or Tenant’s employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

- i. An act, omission, or neglect of: Tenant, Tenant’s agent, Tenant’s guest, Tenant’s employees, Tenant’s patrons, Tenant’s invitees, or any other tenant on the Property.
- ii. Fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

“EXHIBIT A”

17. INDEMNITY

A. The Tenant shall indemnify, hold harmless, and defend the Landlord, its officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property to the extent caused by the negligent, recklessness, or willful misconduct of the Tenant, its agents, representatives, volunteers, employees, or subcontractors under this lease agreement.

18. DEFAULT

A. If Landlord does not receive rent or other payment due pursuant to the terms of this this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 10 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.

B. If Tenant is in default, Landlord may, with at least 5 days' written notice to Tenant:

i. Terminate this lease, or

ii. Terminate Tenant's right to occupy the leased premises without terminating this lease and may accelerate all rents which are payable during the remainder of this lease or any renewal period. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:

iii. Any lost rent;

iv. Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;

v. Repairs to the leased premises for use beyond normal wear and tear;

vi. All Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;

vii. All Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;

viii. Cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;

“EXHIBIT A”

ix. Cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant’s employees, patrons, guests, or invitees in the leased premises or Property; and

x. Any other recovery to which Landlord may be entitled under this lease or the law.

19. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT

Chapter 93 of the Texas Property Code governs the rights and obligations of the parties regarding abandonment of the leased premises, interruption of utilities, removal of Tenant’s property, and “lock-out” of Tenant.

20. HOLD-OVER

If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant at will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will indemnify Landlord and any prospective tenants for any and all damages caused by the hold over. Rent for any hold-over period will be 150% of the base monthly rent plus any additional rent calculated daily and will be immediately due and payable daily without notice or demand.

21. LANDLORD’S LIEN AND SECURITY INTEREST

To secure Tenant’s performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant’s nonexempt personal property that is in the leased premises or on the Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a financing statement to perfect Landlord’s security interest under the Uniform Commercial Code.

22. TRANSFER, ASSIGNMENT, AND SUBLETTING

Tenant may not transfer, assign, or sublet this lease or sublet any part of the leased premises without Landlord’s prior written consent. A transfer, assignment, or sublease of this lease or subletting of the leased premises without Landlord’s written consent is void. If Tenant transfers, assigns, or sublets this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant’s obligations under this lease regardless of if the assignment or sublease is made with or without the written consent of Landlord.

23. CASUALTY LOSS

A. Tenant must immediately notify Landlord of any casualty loss in the leased premises.

“EXHIBIT A”

Within 20 days after receipt of Tenant’s notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.

B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the timeframe required, Tenant may terminate this lease.

C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies the Landlord of the casualty, Landlord may:

- i. Terminate this lease; or
- ii. Restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.

D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may:

- i. Choose not to restore and terminate this lease; or
- ii. Choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.

E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.

24. CONDEMNATION

If after a condemnation or purchase in lieu of condemnation of the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation of the leased premises are partially unusable for the purposes of this lease, this lease will continue, and rent will be reduced in an amount proportionate to the extent the leased premises are usable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant’s personal property.

“EXHIBIT A”

25. ATTORNEY’S FEES

Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney’s fees, and all other costs of litigation from the non-prevailing party.

26. REPRESENTATIONS

A. Tenant’s statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign the lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.

27. NOTICES

All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by email to:

Landlord:

City of Alpine
Attn: City Manager
100 N 13th St.
Alpine, TX 79830
email: city.manager@ci.alpine.tx.us

Tenant:

South Plains Community Action Association, SPCAA
Attn: Roger Cardenas
411 Austin Street
Levelland, Texas 79336
Email: rcardena@spcaa.org

28. AGREEMENT OF PARTIES

- A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease. Any claims or actions brought under or in connection with this Lease shall be brought in Brewster County, Texas.

“EXHIBIT A”

- D. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected, and all other provisions of this lease will remain valid and enforceable.
- E. Waiver: Landlord’s delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.
- F. Quiet Enjoyment: Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.
- G. Force Majeure: If Landlord’s performance of a term in this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, flood, or any cause outside Landlord’s control, the time for Landlord’s performance will be abated until after the delay.
- H. Time: Time is of the essence. The parties require strict compliance with the times for performance.

Tenant:

By: _____

Title

Signature

Date

Landlord:

By: Megan Antrim, CPFIM
City Manager

Signature

Date



CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO
NOVEMBER 7, 2023

To: Honorable Mayor and City Council
Agenda Item: Action Item 6 – Alcohol Special Use Permit
Agenda Sponsor: M. Antrim, City Manager
Memo Prepared By: G. Calderon, City Secretary

SYNOPSIS

Approve Special Use Permit 2023-10-03, a special use permit for the purpose of allowing the applicant, Ole Crystal Bar / Isabelle Varlan Monshaugen & Van Huff, P.C., to obtain a mixed beverage license/permit from the Texas Alcoholic Beverage Commission to operate a bar. The property in question is located at 410 E. Holland Avenue. The record property owner is 410 E. Holland Holdings, LLC. The property ID of the subject property is 12337. (M. Antrim, City Manager)

BACKGROUND

- The Ole Crystal Bar is changing ownership to 410 E. Holland Holdings, LLC.
- The applicant has submitted an updated application to the Texas Alcoholic Beverage Commission for the issuance of a mixed beverage permit.
- The current license/permit issued for the property is a mixed beverage permit, so there will be no change to the license type.
- In lieu of an ordinance that specifically approves the sale of alcohol in certain zones, the City has been approving the sale of alcohol through the special use permit process.
- The sale of alcohol is a unique operating characteristic which merits broad public review, so the special use permit process provides surrounding property owners with notice, the chance to provide input, and is transparent so that neighbors know the type of activities that will occur in their neighborhoods.
- The City sent 4 letters to surrounding property owners and no feedback was received by the packet deadline.

SUPPORTING MATERIALS

1. Special Use Permit Documents.

STAFF RECOMMENDATION

APPROVE.



PAID
CK# 8097



BUILDING SERVICES

309 W SUL ROSS AVE
ALPINE, TX 79830
(432) 837-3281

FOR STAFF USE ONLY

PERMIT # 23-007022

TOTAL FEE: \$350.00 (non-refundable)

DATE: 09/27/23

CONDITIONAL/SPECIAL USE PERMIT

Name of applicant/agent/company/contact:

Ole Crystal Bar/ Isabelle Verlan/ Monshaugen & Van Huff, P.C.J.

Street address of applicant/agent:

410 E. Holland Ave

City/State/Zip Code of applicant / agent:

Alpine, Texas 79830

Telephone number of applicant/agents:

Fax number of applicant/agents:

Email address of applicant /agent:

Mobile phone of applicant/agent:

PART 2. PROPERTY INFORMATION

Street address of public property:

410 E. Holland Ave, Alpine, Texas 79830

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

Lot: E127 8/4KA TR#3

Block: 121

Addition:

Size of subject property:

Square footage: 12,778

Acres: .2933

Present zoning classification:

A190

Proposed use of the property:

Commercial

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

PART 3. PROPERTY OWNER INFORMATION

Name of current property owner:

410 E. Holland Holdings, LLC

Street address of property owner:

6264 Franklin Dove Ave.

City/State/Zip code of property owner:

El Paso, Texas 79912

Telephone number of property owner:

Fax number of property owner:



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

SIGNATURE TO AUTHORIZE CONDITIONAL USE REQUEST AND LACE A CONDITIONAL USE REQUEST SIGN ON THE SUBJECT PROPERTY

Deandra Allen
Print Applicant Name

X
Applicant Signature

The State of Texas
County Of El Paso

Before Me Alicia Palmer on this day personally appeared Deandra Allen
(Notary) (Applicant)

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

Given under my hand and seal of office this 31st day of August A.D. 2023



Alicia Palmer
Notary in And for State of Texas
X
Property Owner Signature

Amy Hardy
Print Property Owners Name

The State Of Texas County Of El Paso

Before Me Alicia Palmer on this day personally appeared Amy Hardy
(Notary) (Applicant)

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

(Seal) Given under my hand and seal of office this 31st day of August A.D. 2023
Notary in And for State of Texas,



Alicia Palmer



ACKNOWLEDGEMENT

All conditional Use and Special Use Applications are assumed to be complete when filed and will be placed on the agenda for public hearing at the discretion of the staff.

Based on the size of the agenda, your application may be scheduled to a later date.

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

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

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

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

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

Owner/Agent Print	WABELE VANLAN, ATTY	Date:	8/31/2023
Owner/Agent Signature	[Signature]		



ILLUMINATION PLAN

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

Applications will not be accepted without this requirement.

Chapter 18 - BUILDINGS AND BUILDING REGULATIONS [Code of Ordinances | Alpine, TX]

Municode Library "Outdoor Lighting Ordinance."

N/A - NO OUTDOOR LIGHTING

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

Owner/Agent Print	Isabelle Varlan, Atty.	Date:	8/31/2023
Applicant Signature	Isabelle P. Var		

PLATTING VERIFICATION

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

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

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

Address of subject property:	410 E. HOLLAND AVE., ALPINE, TX 79830
Legal description of subject property:	E/127.8' AKA TR#3



STAFF USE ONLY:

Building Services Department Signature:

X	Date
---	------

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

Mayor Signature:

X	Date
---	------

City Secretary Signature:

X	Date
---	------

CASE NAME:	CASE NUMBER:	LOCATION:



**TEXAS ALCOHOLIC
BEVERAGE COMMISSION**
Texans Helping Businesses & Protecting Communities

**Required
Certifications**

Join TABC in the fight against human trafficking

L-CERT (7/2022)

Submit this form to the proper officials to obtain certification for the type of license/permit for which you are applying as required by TX Alc. Bev. Code, Sections 11.37, 11.39, 11.46(b), 61.37, 61.38, 61.42 and Rule §33.13. This Required Certifications form must be submitted with your Initial Application form.

Contact your local TABC office for assistance.

LOCATION INFORMATION

1. Trade Name of Location (Name of restaurant, bar, store, etc.) Ole Crystal Bar			
2. Owner of Business/Applicant (Name of Corporation, LLC, etc.) Holland BevCo, LLC			
3. Type of Owner <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> Other:			
4. Location Address 410 E. Holland Ave			
City Alpine	County Brewster	State TX	Zip Code 79830
5. Mailing Address 177 Winnow Circle, Unit D			
City Buda	County Hays	State TX	Zip Code 78610
6. Business Telephone Number	Alternate Telephone Number	E-mail Address	
7. Application for:			
<input checked="" type="checkbox"/> Original	<input type="checkbox"/> Reinstatement	License/Permit Number	<input type="checkbox"/> Reinstatement and Change of Trade Name
	<input type="checkbox"/> Change of Location	License/Permit Number	<input type="checkbox"/> Change of Location and Trade Name
8A. Type of Off-Premise Retailer License/Permit:			
<input type="checkbox"/> BF Retail Dealer's Off-Premise License	<input type="checkbox"/> E Local Cartage Permit	<input type="checkbox"/> P Package Store Permit	
<input type="checkbox"/> BQ Wine and Malt Beverage Retail Dealer's Off-Premise Permit	<input type="checkbox"/> ET Third-Party Local Cartage Permit	<input type="checkbox"/> Q Wine Only Package Store	
<input type="checkbox"/> LP Local Distributor's Permit			
8B. Type of On-Premise Retailer License/Permit			
<input type="checkbox"/> BE Retail Dealer's On-Premise License	<input type="checkbox"/> E Local Cartage Permit	<input checked="" type="checkbox"/> MB Mixed Beverage	
<input type="checkbox"/> BG Wine and Malt Beverage Retail Dealer's On-Premise Permit	<input type="checkbox"/> FB Food and Beverage Certificate	<input type="checkbox"/> WP Waterpark Permit	
<input type="checkbox"/> BP Brewpub License	<input checked="" type="checkbox"/> LH Late Hours Certificate		
8C. Type of Wholesaler's, Distributor's, or Manufacturer's License/Permit			
<input type="checkbox"/> BB General Distributor's License	<input type="checkbox"/> D Distillers and Rectifiers Permit - allows on-premise consumption	<input type="checkbox"/> S Nonresident Seller's Permit	
<input type="checkbox"/> BC Branch Distributor's License	<input type="checkbox"/> DS Out-of-State Winery Direct Shipper's Permit	<input type="checkbox"/> SD Brewer's Self-Distribution License	
<input type="checkbox"/> BN Nonresident Brewer's License	<input type="checkbox"/> G Winery - allows on-premise consumption	<input type="checkbox"/> W Wholesaler's Permit	
<input type="checkbox"/> BW Brewer's License	<input type="checkbox"/> J Bonded Warehouse	<input type="checkbox"/> X General Class B Wholesaler Permit	
<input type="checkbox"/> JD Bonded Warehouse (Dry Area)			
9. For On or OFF-Premise Applicants, Indicate Primary Business Type at this Location			
<input checked="" type="checkbox"/> Bar	<input type="checkbox"/> Grocery/Market	<input type="checkbox"/> Package Store	<input type="checkbox"/> Sexually Oriented
<input type="checkbox"/> Civic Center	<input type="checkbox"/> Hotel	<input type="checkbox"/> Public Entertainment Fac. (PEF as defined in Sec. 108.73)	<input type="checkbox"/> Sporting Arena
<input type="checkbox"/> Convenience Store	<input type="checkbox"/> Motel	<input type="checkbox"/> Racetrack	
<input type="checkbox"/> Delivery Company	<input type="checkbox"/> Movie Theater	<input type="checkbox"/> Restaurant	

Trade Name: _____

Ole Crystal Bar

Location Address: 410 E. Holland Ave

City: Alpine

County: Brewster

Off-Premise Certifications

Per Sec. 11.37, not later than the 30th day after the date a prospective applicant for a permit requests certification, the city secretary shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the permit is sought is prohibited by charter or ordinance.

Certificate of City Secretary: P, Q, BF, BQ

TX Alc. Bev. Code, Section 11.37 & 61.37

☐ CHECK HERE IF NOT IN CITY LIMITS

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought as the place of business is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

Permits/Licenses Wet For	Based on most recent local option election, area is wet for:
<input type="checkbox"/> BF	The legal sale of malt beverages for off-premise consumption only <input type="checkbox"/> greater than 5% alcohol by volume OR <input type="checkbox"/> 5% or less alcohol by volume
<input type="checkbox"/> BF, BQ, Q	The legal sale of malt beverages and wine for off-premise consumption only
<input type="checkbox"/> BF, BQ, Q, P	The legal sale of all alcoholic beverages for off-premise consumption only

OR

☐ I hereby refuse on this _____ day of _____, 20____ to certify this location.

SIGN

HERE _____, TEXAS
City Secretary/Clerk City

SEAL

On-Premise Certifications

Per Sec. 11.37, not later than the 30th day after the date a prospective applicant for a permit requests certification, the city secretary shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the permit is sought is prohibited by charter or ordinance.

Certificate of City Secretary (FOR MB, MB/FB, BG, BG/FB, BE, & BE/FB)

TX Alc. Bev. Code, Section 11.37 & 61.37

I hereby certify on this _____ day of _____, 20____, that this location address is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

Permits/Licenses Wet For	Based on most recent local option election, area is wet for:
<input type="checkbox"/> MB	Mixed Beverage Permit
<input type="checkbox"/> MB/FB	Mixed Beverage Restaurant Permit with required Food and Beverage Certificate
<input type="checkbox"/> BG*	Wine and Malt Beverage Retail Dealer's On-Premise Permit
<input type="checkbox"/> BG/FB*	Wine and Malt Beverage Retail Dealer's On-Premise Permit with required Food and Beverage Certificate
<input type="checkbox"/> BE*	Retail Dealer's On-Premise License
<input type="checkbox"/> BE/FB*	Retail Dealer's On-Premise License with required Food and Beverage Certificate
*Mark box on right for BE and/or BE/FB	<input type="checkbox"/> greater than 5% alcohol by volume OR <input type="checkbox"/> 5% or less alcohol by volume
*Mark box on right for any of the following license or permit types BG, BG/FB BE, BE/FB	Election for given location was held for: <input type="checkbox"/> legal sale of malt beverage/wine (17%) on-premise AFTER Sept. 1, 1999 OR <input type="checkbox"/> legal sale of malt beverage/wine (14%) on-premise BEFORE Sept. 1, 1999

SIGN

HERE _____, TEXAS
City Secretary/Clerk City

SEAL

Certification for Late Hours Certificate (LH)

TX Alc. Bev. Code, Chapters 29 & 70 et seq.

I hereby certify on this _____ day of _____, 20____, that one of the below is correct:

<input type="checkbox"/>	The governing body of this city or county has by ordinance or order authorized the sale of <i>mixed beverages</i> between midnight and 2:00 A.M.;
OR	
<input type="checkbox"/>	The governing body of this city or county has by ordinance or order authorized the sale of <i>malt beverage</i> between midnight and _____ A.M.;
OR	
<input type="checkbox"/>	The population of the city or county where premises are located was 500,000 or more according to the 24 th Decennial Census of the United States as released by the Bureau of the Census on April 1, 2020;
OR	
<input type="checkbox"/>	The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2020).

SIGN

HERE _____, TEXAS
City Secretary/Clerk City

SEAL

Trade Name: Ole Crystal Bar

Location Address: 410 E. Holland Ave

City: Alpine

County: Brewster

Wholesaler, Distributor or Manufacturer Certifications

Per Sec. 11.37, not later than the 30th day after the date a prospective applicant for a permit requests certification, the city secretary shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the permit is sought is prohibited by charter or ordinance.

Certificate of City Secretary for: J

☐ CHECK HERE IF NOT IN CITY LIMITS

I hereby certify on this ____ day of _____, 20____, that this location address is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

SIGN

HERE _____, TEXAS
City Secretary/Clerk City

SEAL

Certificate of City Secretary for Winery (G) Applicants

Per Sec. 16.011, "A winery permit may be issued for premises in an area in which the sale of wine has not been authorized by a local option election..."

I hereby certify on this ____ day of _____, 20____, that this location address ☐ is ☐ is not in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

OR

☐ I hereby refuse on this ____ day of _____, 20____ to certify this location.

SIGN

HERE _____, TEXAS
City Secretary/Clerk City

SEAL

Certificate of City Secretary for: BW & D

I hereby certify on this ____ day of _____, 20____, that this location address is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages, and

☐ does ☐ does not allow for on-premise consumption and
☐ does ☐ does not allow for off-premise consumption in accordance with 501.035 of the Election Code.

OR

☐ I hereby refuse on this ____ day of _____, 20____ to certify this location.

SIGN

HERE _____, TEXAS
City Secretary/Clerk City

SEAL

Certificate of City Secretary for: BB, BC, W & X

Applicants Per Sec. 251.79 "a wholesaler's permit, general class B wholesaler's permit, or a general or branch distributor's license may be issued and licensed premises maintained in any area where the sale of any alcoholic beverage is legal."

I hereby certify on this ____ day of _____, 20____, that this location address ☐ is ☐ is not in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

OR

I hereby refuse on this ____ day of _____, 20____ to certify this location.

SIGN

HERE _____, TEXAS
City Secretary/Clerk City

SEAL

Trade Name: _____ Ole Crystal Bar

Location Address: 410 E. Holland Ave city: Alpine County: Brewster

Off-Premise Certifications

Per Sec. 11.37, not later than the 30th day after the date a prospective applicant for a permit requests certification, the county clerk shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the permit is sought is prohibited by any valid order.

Certificate of County Clerk: P, Q, BF, BQ

TX Alc. Bev. Code, Section 11.37 & 61.37

☐ CHECK HERE IF NOT IN CITY LIMITS

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought as the place of business is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

Permits/Licenses Wet For	Based on most recent local option election, area is wet for:
<input type="checkbox"/> BF	The legal sale of malt beverages for off-premise consumption only <input type="checkbox"/> greater than 5% alcohol by volume OR <input type="checkbox"/> 5% or less alcohol by volume
<input type="checkbox"/> BF, BQ, Q	The legal sale of malt beverages and wine for off-premise consumption only
<input type="checkbox"/> BF, BQ, Q, P	The legal sale of all alcoholic beverages for off-premise consumption only

OR

☐ I hereby refuse on this _____ day of _____, 20____ to certify this location.

SIGN

HERE _____ County Clerk _____ County

SEAL

On-Premise Certifications

Per Sec. 11.37, not later than the 30th day after the date a prospective applicant for a permit requests certification, the county clerk shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the permit is sought is prohibited by any valid order.

Certificate of County Clerk (FOR MB, MB/FB, BG, BG/FB, BE, & BE/FB)

TX Alc. Bev. Code, Section 11.37 & 61.37

I hereby certify on this _____ day of _____, 20____, that this location address is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

Permits/Licenses Wet For	Based on most recent local option election, area is wet for:
<input type="checkbox"/> MB	Mixed Beverage Permit
<input type="checkbox"/> MB/FB	Mixed Beverage Restaurant Permit with required Food and Beverage Certificate
<input type="checkbox"/> BG*	Wine and Malt Beverage Retail Dealer's On-Premise Permit
<input type="checkbox"/> BG/FB*	Wine and Malt Beverage Retail Dealer's On-Premise Permit with required Food and Beverage Certificate
<input type="checkbox"/> BE*	Retail Dealer's On-Premise License
<input type="checkbox"/> BE/FB*	Retail Dealer's On-Premise License with required Food and Beverage Certificate
*Mark box on right for BE and/or BE/FB	<input type="checkbox"/> greater than 5% alcohol by volume OR <input type="checkbox"/> 5% or less alcohol by volume
*Mark box on right for any of the following license or permit types BG, BG/FB BE, BE/FB	Election for given location was held for: <input type="checkbox"/> legal sale of malt beverage/wine (17%) on-premise AFTER Sept. 1, 1999 OR <input type="checkbox"/> legal sale of malt beverage/wine (14%) on-premise BEFORE Sept. 1, 1999

SIGN

HERE _____ County Clerk _____ County

SEAL

Certification for Late Hours Certificate (LH)

TX Alc. Bev. Code, Chapters 29 & 70 et seq.

I hereby certify on this _____ day of _____, 20____, that one of the below is correct:

<input type="checkbox"/>	The governing body of this city or county has by ordinance or order authorized the sale of mixed beverages between midnight and 2:00 A.M.;
OR	
<input type="checkbox"/>	The governing body of this city or county has by ordinance or order authorized the sale of malt beverage between midnight and _____ A.M.;
OR	
<input type="checkbox"/>	The population of the city or county where premises are located was 500,000 or more according to the 24 th Decennial Census of the United States as released by the Bureau of the Census on April 1, 2020;
OR	
<input type="checkbox"/>	The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2020).

SIGN

HERE _____ County Clerk _____ County

SEAL

Trade Name: Ole Crystal Bar

Location Address: 410 E. Holland Ave

City: Alpine

County: Brewster

Wholesaler, Distributor or Manufacturer Certifications

Per Sec. 11.37, not later than the 30th day after the date a prospective applicant for a permit requests certification, the county clerk shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the permit is sought is prohibited by any valid order.

Certificate of County Clerk for: J

☐ CHECK HERE IF NOT IN CITY LIMITS

I hereby certify on this ____ day of _____, 20____, that this location address is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

SIGN

HERE _____, _____ County
County Clerk

SEAL

Certificate of County Clerk for Winery (G) Applicants

Per Sec. 16.011, "A winery permit may be issued for premises in an area in which the sale of wine has not been authorized by a local option election..."

I hereby certify on this ____ day of _____, 20____, that this location address ☐ is ☐ is not in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

OR

☐ I hereby refuse on this ____ day of _____, 20____ to certify this location.

SIGN

HERE _____, _____ County
County Clerk

SEAL

Certificate of County Clerk for: BW & D

I hereby certify on this ____ day of _____, 20____, that this location address is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages, and

☐ does ☐ does not allow for on-premise consumption and

☐ does ☐ does not allow for off-premise consumption in accordance with 501.035 of the Election Code.

OR

☐ I hereby refuse on this ____ day of _____, 20____ to certify this location.

SIGN

HERE _____, _____ County
County Clerk

SEAL

Certificate of County Clerk for: BB & BC, W & X

Applicants Per Sec. 251.79 "a wholesaler's permit, general class B wholesaler's permit, or a general or branch distributor's license may be issued and licensed premises maintained in any area where the sale of any alcoholic beverage is legal."

I hereby certify on this ____ day of _____, 20____, that this location address ☐ is ☐ is not in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

OR

I hereby refuse on this ____ day of _____, 20____ to certify this location.

SIGN

HERE _____, _____ County
County Clerk

SEAL

Trade Name: _____ Ole Crystal Bar _____

Location Address: 410 E. Holland Ave _____

City: Alpine _____

County: Brewster _____

**Publisher's Affidavit for All Applicants Except BN, DS, S
TX Alc. Bev. Code, Section 11.39 and 61.38**

Name of newspaper	
City, County	
Dates notice published in daily/weekly newspaper (MM/DD/YYYY)	
<i>Publisher or designee certifies attached notice was published in newspaper stated on dates shown.</i>	
Signature of publisher or designee	
Sworn to and subscribed before me on this date (MM/DD/YYYY)	
Signature of Notary Public	
SEAL	

ATTACH PRINTED

COPY OF THE

NOTICE HERE

[Click here to see example of
newspaper publication](#)

Comptroller of Public Accounts Certificate for All Applicants

TX Alc. Bev. Code, Section 11.46 (b) & 61.42 (b)

This is to certify on this _____ day of _____, 20_____, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit and that none of the persons making this application are indebted to the State of Texas.

Sales Tax Permit Number _____ Outlet Number _____

Print Name of Comptroller Employee _____

Print Title of Comptroller Employee _____

SIGN HERE _____

FIELD OFFICE _____

SEAL

CONCLUSION OVERVIEW

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

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

11. Executive Session –

1. City Attorney Update - Review cases currently in work by the City Attorney. (R. Stephens, City Council)

12. Action – Executive Session –

1. Action, if any, concerning the review of cases currently in work by the City Attorney. (R. Stephens, City Council)

13. Adjourn.