

2. Discuss, consider, and approve Resolution 2021-06-06 regarding WTG Gas rates. (M. Antrim, Interim City Manager)

STATE OF TEXAS

COUNTY OF BREWSTER

CITY OF ALPINE

RESOLUTION 2021-06-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS ENTERING INTO AN AGREEMENT WITH WEST TEXAS GAS (WTG) FOR THE TIMEFRAME OF JULY 2021 TO JULY 2024 FOR THE PURCHASE OF GAS AT A PRICE OF \$_____ PER MMBtu.

WHEREAS, the City of Alpine entered a twelve (12) month price agreement with West Texas Gas (WTG) for natural gas beginning June 2020 to June 2021; and

WHEREAS, the City of Alpine sought to establish a competitive pricing strategy for the procurement of natural gas; and

WHEREAS, the City Council of the City of Alpine elects to enter into an additional agreement with WTG for the timeframe of July 2021 to July 2024; and

WHEREAS, the agreed upon timeframe of 36 months for the purchase of natural gas at the price of \$_____ per MMBtu is accepted by the City Council of the City of Alpine.

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

The agreement between the City of Alpine and West Texas Gas for the timeframe of 36 months for the purchase of natural gas at the price of \$_____ MMBtu is hereby approved and accepted.

PASSED AND APPROVED THIS THE 15th DAY OF JUNE 2021 BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.

ATTEST:

Andres "Andy" Ramos, Mayor

Geoffrey R. Calderon, Interim City Secretary

3. Discuss, consider, and approve the second and final reading of Ordinance 2021-05-06, an ordinance amending Chapter 23 - City Council, Article II - Rules of Procedure to the Alpine Code of Ordinances (C. Rodriguez, City Council)

**STATE OF TEXAS
CITY OF ALPINE**

COUNTY OF BREWSTER

ORDINANCE 2021-05-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS AMENDING CHAPTER 23 – CITY COUNCIL, ARTICLE II – RULES OF PROCEDURE TO THE ALPINE CODE OF ORDINANCES; PROVIDING REPEALING AND SEVERABILITY CLAUSES; PROVIDING A TEXAS OPEN MEETINGS ACT CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Alpine has cause in its legislative pursuit to amend the rules and procedures that govern open meetings of the City Council; and

WHEREAS, the current ordinance for governing rules and procedure requires an update to better align with values of the City; and

WHEREAS, it is deemed by the City Council of the City of Alpine to be in the public interest to update and enhance regulations regarding City Council meeting Rules & Procedures.

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

**SECTION I
FINDINGS OF FACT**

All of the premises attached in the form hereto described as Exhibit “A” are hereby found to be true and correct legislative and factual findings of the City Council of the City of Alpine and are hereby approved and incorporated herein as findings of fact.

**SECTION II
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 III
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 IV
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 V
EFFECTIVE DATE**

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

**PASSED AND ADOPTED THIS 15th DAY OF JUNE 2021 BY THE CITY COUNCIL OF THE
CITY OF ALPINE, TEXAS.**

INTRODUCTION AND FIRST READING

JUNE 1, 2021

SECOND AND FINAL READING

JUNE 15, 2021

ATTEST:

Andres "Andy" Ramos, Mayor

Geoffrey R. Calderon, Interim City Secretary

APPROVED AS TO FORM:

Rod Ponton, City Attorney

EXHIBIT "A"

Secs. 23-1—23-20. - Reserved.

ARTICLE II. - RULES OF PROCEDURE^W

Footnotes:

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Editor's note— Ord. No. 2015-7-01, adopted Sept. 1, 2015, amended former Art. II, §§ 23-21, 23-22, in its entirety to read as herein set out. Former Art. II pertained to similar subject matter and derived from Ord. No. 2003-7-11, 9-15-03; Ord. No. 2004-9-4, 9-20-04; Ord. No. 2005-9-25, 11-1-05; Ord. No. 2006-6-7, 7-18-06; Ord. No. 2006-6-8, 7-18-06; Ord. No. 2007-06-01, Exh. A, 7-3-07; Ord. No. 2008-07-01, Exh. A, 7-15-08; Ord. No. 2009-11-03, Exh. A, 12-8-09; Ord. No. 2012-01-01, Exh. A, 2-14-12; Ord. No. 2014-8-01, 9-2-14.

Sec. 23-21. - Meetings.

- (a) All regular city council ("council") meetings ("meeting(s)") shall normally be held at 5:30 p.m. at Council Chambers, 803 W. Holland, Alpine, Texas on the first and third Tuesdays of every month, except December when only a first Tuesday meeting shall be held. Special council meetings may be held when necessary for the transaction of the business of the city, shall normally be held at 5:30 p.m. at Council Chambers as above, and may only be called by written request from the mayor or three councilmembers, using the form adopted by resolution, if possible; this request may be circulated by any councilmember. 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 the councilmembers who cannot attend the next day give permission to recess.
 - (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) The mayor shall, with three councilmembers, constitute a quorum; if the mayor is absent, four councilmembers shall constitute a quorum. All rulings from the mayor or mayor pro tem on procedural or substantive matters shall be subject to appeal and reversal by motion and majority vote of council at any time. The mayor or the mayor pro tem may vote only in the case of a tie, on any meeting agenda ("agenda") item ("item(s)").
- (c) 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) The mayor or mayor pro tem shall preside with fairness and impart maintaining absolute neutrality by posture, demeanor, action and language during all meetings. The mayor shall not:
 - (1) Restrict orderly speech, in any way, of any councilmember's or city manager's presentation of any item.
 - (2) Restrict orderly speech, in any way, of any councilmember's or city manager's discussion of any item.
- (3) At the written request of any councilmember or the mayor, the department heads of finance, public works, gas and utilities, along with the police chief, shall attend meetings until dismissed by a majority vote of the council under Item B or any subsequent item in the order of business, or until the meeting is adjourned. The specific topic the department head needs to address should be included in the written request. Citizens or anyone attending a meeting shall be given an opportunity to ask questions on the specific topic before city staff are dismissed.

- (e) The mayor, any councilmember, or the city manager ("manager") may place items on any meeting agenda ("agenda"), ~~using the form adopted by resolution if possible~~ by submitting their request in writing to the city manager or city secretary. All resolutions or ordinances require sponsorship by a councilmember or the city manager. The manager is responsible for the preparation of the agenda, but may not alter submitted items without permission of the submitter. The submission deadline for all meetings is 5:00 p.m. The last submission day is Wednesday before regular meetings, or the sixth day before special meetings.
- (1) Items shall indicate the requestor's name and sufficient explanation so that any citizen can understand the substance of the item.
- (2) Presentations to be made during: presentations, public hearings, information and discussion/action items must meet the submission deadline listed above. The only exceptions to this are the: city mayor, city attorney, city manager and city staff reports.
- (3) Any item requiring financial expenditure by the city must identify the line item of the budget the expenditure will come from or the financing strategy to be utilized by the city or the future budget requirements. The city manager will be available (and make staff available) to help ~~pull~~ assemble the back-up information together at the elected official's request.
- (4) Information packets with back-up materials will be delivered to the mayor and city council members by 5:00 p.m. on the Friday prior to the council meeting.
- (5) A redacted version of the packets, redacting all personnel or legal materials, will be available on the city website at least 24 hours prior to the scheduled meeting.
- (f) Meetings are held pursuant to the provision of the Texas Open Meetings Act (V.T.C.A., Government Code ch. 551). Citizens desiring to address the city council, or express their opinion about a particular meeting agenda action item are limited to three minutes.
- (g) Before a vote is taken on any item, the city secretary or designee shall read the written motion, and then shall ask whoever made the motion if the motion is correctly stated.
- (h) Robert's Rules of Order may be generally followed for procedural matters. The council may adopt or revoke any specific rules of procedure at any time by resolution. Presiding officer of meeting must adhere to meeting rules/procedures. Councilmembers are allowed to call a point of order to facilitate the running of the meeting.
- (i) Citizen comments after the meeting can be directed to their individual councilmember or the city manager.
- (j) Written minutes, audio recordings, and video recordings shall be made of all meetings. The official minutes should reflect what was done, not everything that was said; and as a minimum shall include:
 - (1) The text of all main motions, as amended;
 - (2) The text of all "points of order" and "appeals", along with the reason given by the mayor or mayor pro tem for the ruling of them;
- (3) The results of the vote, both as whether the motion was "adopted" or "lost" and as the way each councilmember voted.
- (k) The council and the city attorney shall determine who may or may not attend executive sessions.
- (l) In all matters before the council, including a vote to hire or to terminate a city manager, the mayor may only vote in the event of a tie owing to one or more absences and/or vacancies and/or abstentions.
- (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 on the city council permitted to vote, in favor of hiring or terminating a city manager, is allowed by the Charter or is required.

(Ord. No. 2015-7-01, 9-1-15; Ord. No. 2019-08-01, §§ 1—4, 9-17-19; Ord. No. 2019-12-03, 1-7-20)

Sec. 23-22. - Order of business.

The order of business for city council meetings ("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.

CITY OF ALPINE
REGULAR CITY COUNCIL MEETING
ANY DATE, 5:30 P.M.

Notice is hereby given that the City Council of the City of Alpine, Texas will hold a meeting at 5:30 P.M. on any date in the City Council Chambers at 803 West Holland and via Zoom Conference, in the City of Alpine, Texas. Meeting login details may be found at www.cityofalpine.com for the purpose of considering the attached agenda. This notice is posted pursuant to the Texas Open Meetings Act (~~V.T.C.A., the Government Code~~ § Section 551.043, Texas Government Code).

~~PUBLIC NOTICE—THE USE OF CELLULAR PHONES AND SOUND ACTIVATED PAGERS ARE PROHIBITED IN THE CITY COUNCIL CHAMBERS DURING MEETINGS OF THE CITY COUNCIL.~~

Members of the Audience will be provided an opportunity to address the Council on any agenda item after determination of quorum and proof of notice of the meeting. Zoom meeting guidelines and procedures may be found on the city website. Remarks will be limited to a total of 3 minutes per person. Please speak into the microphone located at the podium and state your name and address for in person attendance. When addressing the Council, please introduce yourself by first and last name and state aloud the Ward that you reside in or have business interest in. For public comments made by virtual attendance, please email your name and the Ward that you reside in or have business interest in to the meeting moderator at email@ci.alpine.tx.us. If you do not live or own property in the City please state that in your email. If you have a petition or other information pertaining to your subject, please ~~present~~ email it to the City Secretary beforehand at city.secretary@ci.alpine.tx.us. 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 or meeting disruptions. If an individual continues to personally attack an elected official or staff member in a meeting, they may be barred from speaking at future meetings.

AGENDA

1. Call to Order, ~~Invocation~~ and Pledge of Allegiance ~~to the Flag~~.
2. Determination of quorum and proof of notice of the meeting.
3. Public Comments (Limited to 3 Minutes for each individual per person).
4. Presentations, Recognitions and Proclamations.
5. Reports:

City Mayor's ~~r~~Report.

City Attorney Report

City Manager ~~r~~Report.

City Staff Updates.

6. Public hearings.
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 councilmember, 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.

8. Information ~~of~~ or discussion items.
9. Action items to be accompanied by a brief statement of facts, including where funds are coming from, if applicable. (Action items limited to (up to) 10 per meeting). After being called upon by the Mayor or Mayor Pro Tem. Citizens are required to state their name and the Ward in which they reside. Priority will be given to Citizens of Alpine and those who own businesses or property in the City. Individuals who do not live in or own businesses or property in the city limits of Alpine will be allowed to speak if there is time available.
10. Council members, comments and answers.
11. Executive session.
12. Action—Executive session.
13. Adjournment.

(Ord. No. 2015-7-01, 9-1-15; Ord. No. 2019-12-03, 1-7-20)

4. Discuss, consider, and approve the first reading of Ordinance 2021-05-01, an ordinance amending Chapter 18, Buildings and Building Regulations, Article VII - Outdoor Lighting to the Alpine Code of Ordinances (J. Stokes, City Council)

STATE OF TEXAS

COUNTY OF BREWSTER

CITY OF ALPINE

ORDINANCE 2021-05-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS AMENDING CHAPTER 18 – BUILDINGS AND BUILDING REGULATIONS, ARTICLE VII – OUTDOOR LIGHTING TO THE ALPINE CODE OF ORDINANCES; PROVIDING REPEALING AND SEVERABILITY CLAUSES; PROVIDING A TEXAS OPEN MEETINGS ACT CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Alpine has cause in pursuit of their legislative duties on behalf of citizens of Alpine to take steps to ensure adequate lighting standards within the city; and

WHEREAS, a series of outdoor lighting ordinance workshops took place between October 2020 and April 2021 where citizens could provide input to a proposed Outdoor Lighting Ordinance aimed at preserving West Texas dark skies; and

WHEREAS, it is deemed to be in the best interest of the City to amend the current outdoor lighting ordinance and replace it with the recommended changes received through the Outdoor Lighting Ordinance Workshops.

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

**SECTION I
FINDINGS OF FACT**

Chapter 18 – Buildings and Building Regulations, Article VII – Outdoor Lighting, is hereby amended to reflect the changes hereto attached as Exhibit “A.” The premises attached as Exhibit “A” are hereby found to be true and correct legislative and factual findings of the City Council of the City of Alpine and are hereby approved and incorporated herein as findings of fact.

**SECTION II
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 III
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 IV
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 V
EFFECTIVE DATE**

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

PASSED AND ADOPTED THIS 6TH DAY OF JULY 2021 BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.

INTRODUCTION AND FIRST READING

JUNE 15, 2021

SECOND AND FINAL READING

JULY 6, 2021

ATTEST:

Andres "Andy" Ramos, Mayor

Geoffrey R. Calderon, Interim City Secretary

APPROVED AS TO FORM:

Rod Ponton, City Attorney

EXHIBIT "A"

ARTICLE VII. - OUTDOOR LIGHTING^[6]

Footnotes:

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Editor's note— Ord. No. 2010-06-01, adopted Sept. 7, 2010, deleted the former Art. VII, §§ 18-231—18-237, and enacted a new Art. VII as set out herein. The former Art. VII pertained to outdoor lighting and derived from Ord. No. 2000-4-2, §§ 1—7, adopted 5-23-00.

Sec. 18-231. - Title, purpose and scope.

(1)(a)- This article shall be known and cited as the "Outdoor Lighting Ordinance."

(2)(b) The purpose of this article is:

(1) ~~To provide safer, more efficient and attractive outdoor lighting;~~

(2) ~~To conserve energy;~~

(3) ~~To make our community a better place to live and work and a more inviting place to visit; and~~

(4) ~~To preserve the darkness and clarity of the night sky, mindful of the needs of McDonald Observatory.~~

(e) ~~This article shall apply within the city, hereinafter referred to as city, and within the surrounding areas where the city asserts powers of extraterritorial jurisdiction.~~

a) To reduce glare and improve nighttime visibility which contributes to safer, more secure, and attractive outdoor living spaces.

b) To encourage efficient, controlled lighting that conserves energy.

c) To make our community a better place to live and work and a more inviting place for tourist to visit.

d) To protect properties from light trespass.

e) To preserve our heritage of a clear, dark night sky.

f) To be mindful of the needs of McDonald Observatory for minimal artificial light at night to conduct ongoing astronomical research; and

g) To position the City to apply for a designation as an International Dark Sky Community.

h) To encourage and demonstrate the use of best outdoor lighting practices. *Exhibit 2 of Section 18-240 provides an illustration of best outdoor lighting practices.*

3. Scope (what the State allows)

i) This article shall apply within the City limits, hereinafter referred to as "City".

j) Nothing herein shall be construed as preventing or limiting the City from applying this article within the surrounding areas where the City asserts powers of extraterritorial jurisdiction through agreements with property owners, or as a term affixed to a conditional approval (such as a variance).

(Ord. No. 2010-06-01, (exh. A), 9-7-10)

Sec. 18-232. - Definitions.

(a) —The following definitions are hereby adopted for the purposes of this article:

Area lighting means light fixtures located on public or private property that are designed to light spaces including but not limited to parks, parking lots, and sales lots.

Axis of illumination means the midline of the beam emitted by a light fixture.

Beam of a light fixture means the spatial distribution of the emitted light.

Candela (cd) means the unit of measurement of the intensity of a point source of light (approximately equal to one candlepower).

Existing light fixtures means those outdoor light fixtures already installed at the time this article is adopted.

Foot-candle (fc) means the illuminance measured one foot from a one candela source.

Floodlight means a light fixture having a wide beam.

Full cutoff means a shielded light fixture that emits no light above a horizontal plane touching the lowest part of the fixture.

Glare means visual discomfort or impairment caused by a bright source of light in a direction near one's line of sight.

Horizontal and vertical foot-candles means the illuminance measured by a light meter in those positions (illuminance may also be measured in other specified positions or directions).

Illuminance means the intensity of light in a specified direction measured at a specific point.

Lamp or bulb means a source of light.

Light fixture means the assembly that holds or contains a lamp or bulb.

Light pollution means the sky glow caused by scattered light emitted upward from unshielded or poorly aimed light fixtures.

Light trespass means unwanted light falling on public or private property from an external location.

Lumen means the unit of luminous flux, the total amount of light falling uniformly on or passing through an area of one square foot, each point of which is one foot from a one candela source, yielding an illuminance of one foot-candle at that distance (the output of lamps and bulbs is customarily measured in lumens, a common 100-watt incandescent light bulb, for example, having an output less than 1,800 lumens).

Private lighting means outdoor light fixtures located on property owned or controlled by individual persons, including but not limited to families, partnerships, corporations, and other entities engaged in the conduct of business or other non-governmental activities.

Public lighting means outdoor light fixtures located on property owned, leased, or controlled by the city or other governmental entity or entities, including but not limited to streets, highways, alleys, easements, parking lots, parks, playing fields, schools, institutions of higher learning, and meeting places, and all entities completely or partly funded by grants obtained by the city or its agents from federal, state or private sources.

Sag lens or drop lens means a clear or prismatic refracting lens that extends below the lowest opaque portion of a light fixture.

~~Searchlight means a light fixture having a narrow beam intended to be seen in the sky.~~

~~Spotlight means a light fixture having a narrow beam.~~

~~Wallpack means a floodlight mounted on the wall of a building or other structure.~~

The following definitions are hereby adopted for the purposes of this article:

- 1) Adaptive controls mean mechanical or electronic devices, when used in the context of outdoor lighting systems, intended to actively regulate the switching, duration, and/or intensity of light emitted by the outdoor lighting system. Examples of adaptive controls include timers, dimmers and motion-sensing switches.
- 2) Beam of a light fixture means the spatial distribution of the emitted light.
 - a) Floodlight means a light fixture having a wide beam.
 - b) Spotlight means a light fixture having a narrow beam.
 - c) Searchlight means a light fixture with a narrow beam intended to be seen in the sky.
- 3) Correlated Color Temperature (CCT) means a measure of the color properties of light emitted by lamps, being equal to the temperature, expressed in Kelvins (K). CCT values are typically provided on lighting manufacturer packaging or data sheets.
- 4) Decorative holiday lighting means low-intensity string lights, whose luminous output does not exceed fifty (50) lumens per linear foot, and fully shielded floodlights, whose luminous output does not exceed one thousand (1,000) lumens and which are aimed and oriented in such a way as to not create light trespass onto another property nor into the night sky, operated only during prescribed periods of time during the calendar year.
- 5) Electronic Message Display means any illuminated sign of an informative or advertising nature, whether on-or off-premises, and operable at night, whose content is made visible to the viewer by means of luminous elements under active electronic control and therefore subject to alteration in order to vary the content of the message. Electronic displays may be either static or dynamic in terms of light color and intensity. *Exhibit 5 of Section 18-240 is a sample educational illustration about internally lit message displays*
- 6) Existing light fixtures means those outdoor light fixtures already installed at the time this article is adopted.
- 7) Fully Shielded means an outdoor luminaire constructed so that in its installed position, all of the light emitted from the light fixture is projected below the horizontal plane passing through the lowest light-emitting part of the fixture. *Exhibit 4 of Section 18-240 provides examples of properly shielded light fixtures.*
- 8) Glare means visual discomfort or impairment caused by a bright source of light in a direction near one's line of sight.
- 9) Greenhouse means any building that is constructed of glass, plastic, or other transparent material in which plants are grown under climate-controlled conditions and includes hoop houses and other similar structures.
- 10) Illuminance means the intensity of light in a specified direction measured at a specific point.
- 11) Light source means a light emitting portion of the luminaire and any diffusing elements and surfaces intended to reflect or refract light emitted from the lamp individually or collectively, for example, a lamp, bulb, lens, highly reflective surface, or frosted glass.

- 12) Light pollution means the unintended, adverse and /or obtrusive effect of the use of outdoor light at night.
- 13) Light trespass means light emitted from fixtures designed or installed in a manner that unreasonably causes light to fall on a property other than the one where the light is installed, in a motor vehicle drivers' eyes, or upwards toward the sky. If the light source is visible from another property or the public roadway, the light is creating light trespass. It is expected that the illumination produced by a light source may be viewed from other properties but the light source itself should not be visible from other properties. *Exhibit 3 of Section 18-240 is a sample educational illustration about light trespass.*
- 14) Lumen means the unit of measurement used to quantify the amount of light produced by a bulb or emitted from a light source. Lumen values are typically provided on lighting manufacturer packaging or data sheets. For the purposes of this article, unless otherwise stated, the lumen output values shall be the initial lumen output ratings as defined by the manufacturer, multiplied by the lamp efficiency. Lamp efficiency of 95% shall be used for all solid-state lamps and 80% for all other lamps, unless an alternate efficiency rating is supplied by the manufacturer.
- 15) Lumens per Net Acre means the total outdoor light output, as defined in this article, divided by the number of acres, or part of an acre with outdoor illumination. Undeveloped, non-illuminated portions of the property may not be included in the net acreage calculation.
- 16) Luminaire means a complete lighting assembly or lighting fixture, consisting of a lamp, housing, optic(s), and other structural elements, but not including any mounting pole or surface.
- 17) Luminance is a measure of light emitted by or from a surface.
- 18) Nit is the standard unit of measure of luminance used for internally illuminated signs, digital signs, or electronic message displays
- 19) Nonconforming means not conforming to the current ordinance.
- 20) Nonconforming outdoor lighting is lighting that was legally installed before the enactment of this article, that does not conform with the standards set forth in this article.
- 21) Outdoor Lighting means temporary or permanent lighting that is installed, located, or used in such a manner to cause light rays to shine outdoors.
 - a) Nonresidential fixtures that are installed indoors that cause light rays to shine outside are considered outdoor lighting for the intent of this article. *See Exhibit 1 of Section 18-240 for an illustration of this type of situation.*
 - b) Residential fixtures installed indoors generating more than 3,800 lumens (approximately equal to a 300-watt incandescent bulb) that cause light to shine outside are also considered outdoor lighting for the intent of this article. All of the lighting that illuminates the translucent portion of a greenhouse or solarium, including roofing material, is considered outdoor lighting for the intent of this article. *Exhibit 1 of Section 18-240 illustrates an example of indoor/outdoor lighting.*
- 22) Private lighting means outdoor light fixtures that are owned or leased or operated or maintained or controlled by individual persons, including but not limited to families, partnerships, corporations, and other entities engaged in the conduct of business or other non- governmental activities.
- 23) Public lighting means outdoor light fixtures that are owned or leased or operated or maintained or controlled by the City or other governmental entity or entities completely or partly funded by grants obtained by the City or its agents from federal, state or private sources. The light fixtures are normally located on, but are not limited to, streets, highways, alleys, easements, parking lots, parks, playing fields, schools, institutions of higher learning, and meeting places.

- 24) Sag-lens or drop-lens fixture means a fixture, typically seen on older streetlights or parking lot lights, where the lens extends below the lowest opaque part of the fixture such that light is scattered above the horizontal plane.
- 25) Shielding is made of Opaque material through which light does not escape.
- 26) Temporary lighting means non-permanent lighting installations installed and operated for a duration not to exceed thirty (30) days.
- 27) Total outdoor light output means the total amount of light, measured in lumens, from all outdoor light fixtures within the illuminated area of a property. The lumen value to be used in the calculation is the lumen value as defined in this article. To compute the total, add the lumen outputs attributed to each light fixture together.
- 28) Warranting – is the process used by the City of Alpine to determine whether lighting is required. Such warranting process shall not assume the need for any lighting nor for continuous lighting unless conditions warrant the need. Lighting shall only be installed where warranted.

(Ord. No. 2010-06-01, (exh. A), 9-7-10)

Sec. 18-233. - Existing outdoor light fixtures.

- ~~(a) — To reduce glare, safety hazards for drivers and pedestrians, light trespass, and light pollution, all existing spotlights, floodlights, and wallpacks will be adjusted in accordance with the following provisions, excepting the lights at existing sports facilities used temporarily during scheduled sporting or related events:~~
- ~~(1) — For spotlights and floodlights mounted overhead on poles and used for area lighting, the axis of illumination will be adjusted to an angle not more than 20 degrees from the vertical line between the fixture and the ground (see Exhibits 1 and 2 of section 18-240).~~
- ~~(2) — For spotlights and floodlights mounted at or near ground level and used to light a building, billboard, or other structure, the axis of illumination will be adjusted to minimize the amount of light escaping above, below, and to the sides of the illuminated object.~~
- ~~(3) — Wallpacks will be shielded or replaced with full cut-off wallpacks.~~
- ~~(b) — It will be the responsibility of the city to publish this article in the newspaper of record and to disseminate the ordinance [this article] by other appropriate means; to make it's best efforts, when possible, to identify those spotlights, floodlights, and wallpacks requiring adjustment; and, as time permits, to inform their owners of these provisions, including owners' right to apply for Dark Sky Fund assistance:~~
- ~~(1) — Any required adjustments should be completed within six months from the date of the adoption of the lighting ordinance or as soon as possible. Any owner who fails to comply with these provisions may be issued a warning notice. Any owner who further fails to comply after 30 days from the issuance of such warning notice may be subject to a fine of \$25.00 for each day of noncompliance, unless the city council grants a waiver or variance.~~

~~It is not the intent of this article to require an additional investment in order to comply with these provisions. Persons needing assistance to purchase light fixtures to comply with this article may apply for assistance from the Dark Sky Fund.~~

- ~~(c) — All existing exterior lighting shall comply, if possible, with this lighting ordinance [this article] on or before January 1, 2015. All new construction shall comply after the adoption of this article.~~

~~(d) An owner of a grandfathered luminaire may replace or modify the luminaire so that it conforms to this article if requested by a designated city official. However, the replacement or modification of the luminaire must be provided at no cost to the owner including materials and labor. For example, a grandfathered mercury vapor outdoor light may be retrofitted with a light shield to make it fully shielded.~~

- 1) All existing outdoor lighting that was legally installed before the enactment of this article, that does not conform with the standards specified by this article shall be considered nonconforming. Nonconforming outdoor lighting will be required to be replaced within five (5) years pursuant to the terms of this article.
- 2) If more than fifty percent (50%) of the total appraised value of a structure (as determined from the records of the county's appraisal district), has been destroyed, the nonconforming status expires, and the structure's previously nonconforming outdoor lighting must be removed and may only be replaced in conformity with the standards of this article.
- 3) Existing outdoor light fixtures that are Nonconforming shall be brought into conformance with this article as follows:
 - a) Nonresidential Application. All existing outdoor lighting located on a subject property that is part of an application for a rezoning application, conditional use permit, subdivision approval, or a building permit for a major addition is required to be brought into conformance with this article before final inspection, issuance of a certificate of occupancy, or final plat recordation, when applicable.
 - i) For the following permits issued by the City, the applicant shall have a maximum of 90 days from date of permit issuance to bring the lighting into conformance: site development permit, sign permit for an externally or internally illuminated outdoor sign, initial alcoholic beverage permit, initial food establishment permit, and on-site sewage facility permit.
 - b) Residential addition or remodel. Nothing herein shall be construed to terminate a residential property's nonconforming status as a result of an addition or remodel. However, all outdoor residential lighting that is affixed to a construction project requiring a building permit is required to conform the standards established by this ordinance.
- 4) Any currently "grandfathered" or lighting allowed by a variance, will be subject to this Outdoor Lighting Ordinance in 5 years unless a trigger causes it to be subject to the ordinance at an earlier date.
- 5) Additions, Modifications or Alterations:
 - a) Major Additions.
 - i) If a major addition occurs on a property, lighting for the entire property shall comply with the requirements of this Code. For purposes of this section, the following are considered to be:
 - (1) Additions of 25 percent or more in terms of additional dwelling units, gross floor area, seating capacity, or parking spaces, either with a single addition or with cumulative additions after the effective date of this Ordinance.
 - b) Single or cumulative additions, modification or replacement of 25 percent or more of installed outdoor lighting luminaires existing as of the effective date of this Ordinance.
 - c) Minor Modifications or Alterations and New Lighting Fixtures for Non-residential and Multiple Dwellings:
 - i) All additions, modifications, or replacement of more than 25 percent of outdoor lighting fixtures existing as of the effective date of this Ordinance shall require the submission of a complete inventory and site plan detailing all existing and any proposed new outdoor lighting.

6) Outdoor lighting on any property that is not in conformance with this article shall be brought into conformance with this article within five (5) years from the date of adoption of this article.

7) New Uses or Structures or Change of Use.

- a) All new construction and/or new luminaries installed (including replacements for existing fixtures) shall comply after the adoption of this article.
- b) Whenever there is a new use of a property (zoning or variance change), or the use on the property is changed, all outdoor lighting on the property shall be brought into compliance with this Ordinance before the new or changed use commences.
- c) Any new lighting shall meet the requirements of this Ordinance

8) Abandonment of nonconforming.

- a) A nonconforming structure shall be deemed abandoned if the structure remains vacant for a continuous period of six (6) months. In that instance, the nonconforming status expires, and the structure's previously nonconforming outdoor lighting must be removed and may only be replaced in conformity with the standards of this article.
- b) It is unlawful to expand, repair or replace outdoor lighting that was previously nonconforming, but for which the prior nonconforming status has expired, been forfeited, or otherwise abandoned.
- c) Outdoor lighting on any property that is not in conformance with this article shall be brought into conformance with this article within five (5) years from the date of adoption of this article.
- d) All new construction and/or new luminaires installed (including replacements for existing fixtures) shall comply after the adoption of this article.

9) Amortization:

- a) On or before [amortization date -phase out], all outdoor lighting shall comply with this Code
- b) Amortization Extension.
 - i) Residential property owners may make a request to the City for an amortization extension of up to a maximum of ten (10) years from the date a nonconforming fixture was installed provided that the fixture was compliant with existing City ordinances at the time it was installed, and that date of installation can be substantiated via documents, date stamped photographs, etc. or, at the prerogative of the City Manager, corroborative written statements.
- c) Amortization (phase out) extensions to the date at which outdoor lighting shall conform with this article shall be on a per fixture basis with the following requirements:
 - i) The light fixture must be documented to cost at least \$100 when originally purchased.
 - ii) The fixture cannot be brought into compliance by changing the bulb or lighting element or installing shielding.
 - iii) If the bulbs or other lighting elements of the fixture require replacement during the amortization period, the replacement bulbs or lighting elements shall not be rated in excess of 2700 Kelvin.

(Ord. No. 2010-06-01, (exh. A), 9-7-10)

Sec. 18-234. - General Provisions ~~New light fixtures installed after the adoption of this article, including replacements for existing fixtures.~~

- ~~(a) — Lighting at public and private outdoor sports facilities, including but not limited to playing fields, arenas, tracks, and swimming pools, will be shielded as well as is practicable to reduce glare, safety hazards, light trespass, and light pollution; will provide levels of illuminance consistent with nationally recognized Illuminating Engineering Society of North America (IESNA) standards; and will be~~

~~operated on a schedule that coincides with scheduled events. This article does not prohibit existing public facility use.~~

- ~~(b) No lighting of towers and associated facilities is allowed, except by permit, except for flagpoles and except as required by the Federal Aviation Administration or other federal or state agency. In coordination with the applicable federal or state agency, the applicant shall determine the maximum height of the tower that would not require lighting. If a proposed tower would require lighting, the applicant shall demonstrate that a tower height that requires lighting is necessary. Such justification shall include documentation showing:~~

- ~~(1) Coverage limitations;~~
- ~~(2) Type of system (e.g. cellular, radio, television);~~
- ~~(3) Technical and engineering details of the lighting to be installed; and~~
- ~~(4) Requirements of federal, state, and local agencies.~~

~~If a tower height that requires lighting is justified, the applicant shall demonstrate how the lighting will be shielded from the ground. Shielding of tower lighting onto nearby properties shall be installed as part of construction of the tower. If lighting is justified, slowly blinking red lights must be used at night. White strobe lights at night are prohibited.~~

- ~~(c) All outdoor lighting fixtures shall be full cutoff fixtures (see Exhibit 3 of section 18-240).~~

- ~~(1) New streetlights shall be full cutoff fixtures of approved historical design, utilizing a minimum output consistent with the safety of drivers and pedestrians.~~
- ~~(2) Sag lens or drop lens fixtures are prohibited.~~
- ~~(3) Streetlights and private lighting shall be allowed to shine on adjacent property in the absence of a complaint of light trespass by an owner or occupant.~~
- ~~(4) Light trespass is defined as 0.2 fc measured five feet above the ground five feet inside the property line with the detector aimed at the source. Upon receiving a complaint of light trespass from an owner or occupant, the city will evaluate the complaint. Where light trespass is found to occur, the city will take appropriate steps to eliminate or minimize the unwanted light emanating from a light on city property, or from private lighting. If a violation is found to occur the offender may switch to a lower wattage bulb or convert to FCO fixtures to become compliant.~~

- ~~(d) In the interest of conserving energy and protecting the environment, mercury vapor fixtures are prohibited.~~

- ~~(e) Each flag shall be lighted by one spotlight emitting no more than 1,800 lumens.~~

1) Shielding

- a) Unless exempted elsewhere in this article, all outdoor lighting shall be fully shielded.
- b) When the light source is on and is visible from a distance of four (4) times or more than the mounting height of the fixture, it is nonconforming.
- c) New streetlights shall be full cutoff fixtures (fully shielded) of approved historical design, utilizing a minimum output consistent with the safety of drivers and pedestrians.
- d) Mounting height or topography or proximity to other properties may cause public or private outdoor light fixtures to require additional shielding to prevent glare or an unsafe condition on properties other than the one on which it is installed.

- e) All of the lighting that illuminates the translucent portion of a greenhouse or solarium must be shielded so that no direct light shines outside of the structure and no more than 4% of the reflected or refracted illumination is allowed to escape outside the structure.
 - f) Outdoor light fixtures with a maximum output of 200 lumens per fixture, regardless of the number of bulbs, may be left unshielded provided the source of the light is not visible from any other property and the fixture conforms to all other stipulations of this article. The output from these fixtures shall not exceed 10% of the lumens per net acre allowed by this article.
 - g) *See examples in Section 18-240 Exhibit 4*
- 2) **Light trespass is prohibited.** No luminaire installed within City limits, except government owned streetlights, shall create conditions of light trespass.
- a) Government owned streetlights may only create light trespass below it within one hundred (100) feet of its installed location.
 - b) All outdoor lighting except government owned street lighting shall be shielded so that the light source shall not be visible from any other property.
 - c) Light trespass means light emitted from fixtures designed or installed in a manner that unreasonably causes light to fall on a property other than the one where the light is installed, in a motor vehicle drivers' eyes, or upwards toward the sky.
 - d) If the light source is visible from another property or the public roadway, the light is creating light trespass.
 - e) It is expected that the illumination produced by a light source may be viewed from other properties but the light source itself should not be visible from other properties.
 - f) Upon receiving a complaint of light trespass from an owner or occupant, the city will evaluate the complaint. Where light trespass is found to occur, the city will take appropriate steps to eliminate or minimize the unwanted light emanating from a light on city property, or from private lighting. If a violation is found to occur the offender may switch to a lower wattage bulb or convert to FCO fixtures to become compliant.
 - g) *Exhibit 3 of Section 18-240 is a sample educational illustration about light trespass.*
- 3) **Outdoor Sports Facilities.**
- a) Lighting at public and private outdoor sports facilities, including but not limited to playing fields, arenas, tracks, and swimming pools, will be shielded to the greatest practical extent to reduce glare, safety hazards, light trespass, and light pollution.
 - b) Lighting will provide levels of illuminance that are adjustable according to task, allowing for illuminating levels not to exceed nationally recognized Illuminating Engineering Society of North America (IESNA) standards according to the appropriate class of play, as well as for lower output during other times, such as when field maintenance is being actively performed; and
 - c) Lighting shall be provided exclusively for illumination of the surface of play and adjacent viewing stands, and not for any other application such as lighting a parking lot; and
 - d) Lighting must be extinguished by 11:00 p.m. or within one (1) hour of the end of active play. The outdoor sports facility lighting shall be fitted with mechanical or electronic timers to prevent lights from being left on accidentally overnight.
 - e) Outdoor sports facility lighting will be exempted from the other regulations of this article if its design and installation, as certified by a professional engineer (PE) licensed in the state of Texas, adheres to the version of the International Dark-Sky Association's Criteria for Community-

Friendly Outdoor Sports Lighting operative at the time when the construction permit is submitted to the City for review.

4) Towers.

- a) No lighting of towers and associated facilities is allowed, except by permit, and except as required by the Federal Aviation Administration or other federal or state agency.
- b) In coordination with the applicable federal or state agency, the applicant shall determine the maximum height of the tower that would not require lighting.
- c) If a proposed tower would require lighting, the applicant shall demonstrate that a tower height that requires lighting is necessary.
- d) Such justification shall include documentation showing:
 - e) Coverage limitations.
 - f) Type of system (e.g., cellular, radio, television).
 - g) Technical and engineering details of the lighting to be installed; and
 - h) Requirements of federal, state, and local agencies.
- i) If a tower height that requires lighting is justified, the applicant shall demonstrate how the lighting will be shielded from the ground.
- j) Shielding of tower lighting onto nearby properties shall be installed as part of construction of the tower.
- k) If lighting is justified, slowly blinking red lights must be used at night.
- l) White strobe lights at night are prohibited (this needs clarification if ok to use during the daylight hours)
- m) *All outdoor lighting fixtures shall be full cutoff fixtures (see Exhibit 3 of section 18-240).*

5) Streetlighting

- a) New streetlights shall be full cutoff fixtures of approved historical design, utilizing a minimum output consistent with the safety of drivers and pedestrians.
- b) Sag-lens or drop lens fixtures are prohibited.
- c) Streetlights and private lighting shall be allowed to shine on adjacent property in the absence of a complaint of light trespass by an owner or occupant.
- d) Light trespass means light emitted from fixtures designed or installed in a manner that unreasonably causes light to fall on a property other than the one where the light is installed, in a motor vehicle drivers' eyes, or upwards toward the sky. If the light source from another property or the public roadway, the light is creating light trespass. It is expected that the illumination produced by a light source may be viewed from other properties but the light source itself should not be visible from other properties. Exhibit 3 of Section 18-240 is a sample educational illustration about light trespass.
- e) Upon receiving a complaint of light trespass from an owner or occupant, the city will evaluate the complaint. Where light trespass is found to occur, the city will take appropriate steps to eliminate or minimize the unwanted light emanating from a light on city property, or from private lighting. If a violation is found to occur the offender may switch to a lower wattage bulb or convert to FCO fixtures to become compliant.
- f) In the interest of conserving energy and protecting the environment, mercury vapor fixtures are prohibited.

6) Color Temperature.

- a) The correlated color temperature (CCT) of luminaries shall not exceed 2700 Kelvins.
- b) Luminaries rated below 2500 Kelvin are encouraged for better nighttime visibility.

7) Service Station Canopies and other building overhangs.

- a) All luminaires mounted on or recessed into the lower surface of service station canopies or other overhangs shall be fully shielded and utilize only flat lenses or windows.
- b) Shielding must be provided by the luminaire itself, and not by surrounding structures such as canopy edges.
- c) Light directed on service station pumps may be angled to illuminate the pump to the level of federal standards and to shield the light from normal view.

8) General curfew.

- a) In all nonresidential zones,
- b) All privately owned exterior lighting not adaptively controlled shall be extinguished by 11:00 p.m. or within one (1) hour of the end of normal business hours, whichever occurs later.
- c) Exterior lighting with adaptive controls shall reduce lighting to 25% or less of the total outdoor light output allowed by 11:00 p.m. or within one (1) hour of the end of normal business hours, whichever occurs later. Adaptive controls may be used to activate lights and resume normal light output when motion is detected and be reduced back to 25% or less of total outdoor light output allowed within 5 minutes after activation has ceased, and the light shall not be triggered by activity off property.
- d) Businesses whose normal operating hours are (24) twenty-four hours per day are exempt from this provision.
- e) All publicly owned lighting not adaptively controlled must be fully extinguished by 11:00 p.m., or within one (1) hour of the end of occupancy of the structure or area to be lit, whichever is later.
- f) All outdoor lighting is encouraged to be turned off when no one is present to use the light.

9) Lumen Caps.

- a) The lumen per net acre value is an upper limit and not a design goal; design goals should be the lowest level that meets the requirement of the task.
- b) Lumen per net acre values exclude governmental owned streetlights used for illumination of public rights-of-way and outdoor recreation facilities.
- c) Nonresidential Property. Total outdoor light output installed on any nonresidential property shall not exceed 50,000 lumens per net acre in any contiguous illuminated area.
- d) Residential Property. Total outdoor light output installed on any residential property shall not exceed 25 000 lumens per net acre in any contiguous illuminated area.

10) Adaptive Controls.

- a) All new publicly owned lights, including streetlights, will incorporate adaptive controls (e.g., timers, motion-sensors, and light-sensitive switches) to actively regulate the emission of light from light fixtures such that the lighting of areas is restricted to times, places and amounts required for safe occupancy.

11) Flagpoles.

- a) Property owners are encouraged to not illuminate flagpoles at night, but rather to hoist flags after dawn and lower flags before sunset.
- b) If flags are illuminated at night, lighting is permitted with the following conditions:

- i) Flagpoles with a height greater than 20 feet above ground level shall be illuminated only from above. The total light output from any luminaire mounted on top of or above a flagpole shall not exceed 800 lumens.
- ii) Flagpoles with a height equal to or less than twenty (20) feet above ground level may be illuminated from below with up to two (2) spotlight type luminaires emitting no more than 1,000 lumens, utilizing shields to reduce glare and prevent excessive light from shining around the intended target of illumination (the flag).
- iii) Luminaires are to be mounted so that their lenses are perpendicular to the flagpole and the light output points directly toward the flag(s).

12) Prohibitions.

- a) The use of the following types of outdoor lighting are prohibited, except as specifically exempted here or elsewhere in this article.
- b) Sag-lens or drop lens fixtures are prohibited. Sag-lens or drop-lens fixture means a fixture, typically seen on older streetlights or parking lot lights, where the lens extends below the lowest opaque part of the fixture such that light is scattered above the horizontal plane.
- c) Any luminaire that uses mercury vapor lamps is prohibited.
- d) Searchlights, skybeams, and similar lighting, except as required by emergency response personnel during emergency conditions.
- e) Any light that dynamically varies its output by intermittently fading, flashing, blinking, or rotating. This type of lighting includes strobe lighting.
- f) Light Trespass is prohibited. Refer to General Provisions.

13) Warranting.

- a) New installations of outdoor lighting will only be installed on public properties and right-of-way upon determination by the City Manager that a public safety hazard exists in the area to be lit, and that the hazard can only be effectively mitigated through the use of outdoor lighting and not through some other passive means, such as reflectorized roadway paint or markers.

(Ord. No. 2010-06-01, (exh. A), 9-7-10)

Sec. 18-235. - ~~Reserved~~ ~~Maximum maintained levels of illuminance required or permitted at specific facilities.~~

- ~~(a) Maximum, average, and minimum levels of illuminance (maintained) for different facilities are listed below in horizontal foot candles. Unless otherwise specified, minimum levels shall be the lowest consistent with safety and security.~~
 - ~~(1) Parking lots and parking areas: average 2.0 fc; minimum 0.2fc.~~
 - ~~(2) Entry areas near buildings: maximum 5.0 fc.~~
 - ~~(3) Service stations and other fueling facilities: maximum 10 fc in the area surrounding pump islands; parking areas and entry areas shall be lighted as required in subsections (a)(1) and (a)(2) of this section; drop-lens fixtures are prohibited, whether mounted under canopies or on poles.~~
 - ~~(4) Sales lots where merchandise, including automobiles, is displayed at night: maximum 15 fc.~~
- ~~(b) For locations and facilities not specified herein, the city council may set acceptable levels of illuminance upon request based on guideline established by the IESNA.~~

- ~~(e) The use of searchlights is prohibited for advertising, attracting attention to any event, and for any other use except for emergency purposes.~~

(Ord. No. 2010-06-01, (exh. A), 9-7-10)

Sec. 18-236. – Plan Submission and Compliance Review ~~Large outdoor lighting projects.~~

- ~~(a) Any outdoor lighting project that will produce a luminous power of 100,000 lumens or more in the aggregate shall file a lighting plan with the city. A lighting plan shall be filed at the same time as any other plans required by the city and shall specify the following:~~

- ~~(1) Number and types of light fixtures to be used;~~
- ~~(2) Their output in lumens; and~~
- ~~(3) Photometric data from the manufacturer(s) showing the spatial distribution of the light output from the proposed fixtures, both on the ground and as a function of angle from the vertical (nadir).~~

- ~~(b) The lighting plan shall be reviewed by the city building official, taking into account factors, including but not limited to, levels of illuminance, luminance, glare, safety hazards, light trespass, and light pollution. The building official may seek input from community members knowledgeable about outdoor lighting during the review process. The building official shall approve or reject the plan within 30 days of submission, returning it to the applicant with an explanation. The applicant shall not move forward with the outdoor lighting project until the lighting plan is approved.~~

- 1) Any individual applying for a compliance review or building permit under this article intending to install new outdoor lighting or update existing outdoor lighting shall file a lighting plan with the City.

- 2) A lighting plan shall be filed at the same time as any other plans required by the City. The individual may obtain from City staff a document that lists all of the items that comprise a proper and complete outdoor lighting submittal.

- 3) The submittal shall contain, but not necessarily be limited to the following:

a) Plans must indicate

- i) the number and location on the premises of proposed and existing light fixtures, the type of light fixture (the manufacturer's order number), the lamp type, Kelvin rating, initial lumens produced, the mounting height for each fixture, adaptive controls, building elevations for any structure whose interior lighting is defined as outdoor lighting per this article and the manufacturer's specification sheet for each light fixture.
- ii) The number of acres or part of an acre that is to be illuminated contiguously, the square footage of the footprint for each structure within the area to be illuminated; and
- iii) Any other evidence that the proposed installation will comply with this ordinance.

b) Compliance Review.

- i) The lighting plan shall be reviewed by the City building official to determine compliance with this article, taking into account all factors, including but not limited to, levels of illuminance, luminance, glare, safety hazards, light trespass, and light pollution.
- ii) The building official may seek input from community members knowledgeable about outdoor lighting during the review process.
- iii) The building official shall approve or reject the plan within 30 days of submission, returning it to the applicant with an explanation.
- iv) The applicant shall not move forward with the outdoor lighting project until the lighting plan is approved.
- v) After the lighting plan is approved, no substitutions may be made for approved light fixtures without re-submitting the plan for review with the substitutions.

(Ord. No. 2010-06-01, (exh. A), 9-7-10)

Sec. 18-237. - Exemptions temporary permitting, amendments, enforcement, civil remedies and public nuisance. Exemptions, amendments, and variances.

~~(a) This article shall not apply to the following:~~

- ~~(1) Decorative holiday lighting from November 15 through the next January 15;~~
- ~~(2) Lighting required by the law to be installed on surface vehicles and aircraft;~~
- ~~(3) Airport lighting required by law;~~
- ~~(4) Temporary emergency lighting;~~
- ~~(5) Temporary lighting other than security lighting at construction projects; and~~
- ~~(6) Governmental facilities where compelling needs for safety and security are demonstrated, or government sports facilities.~~

~~(b) This article may be amended from time to time as local conditions change, and as changes occur in the recommendations of nationally recognized organizations such as the Illuminating Engineering Society of North America and the International Dark Sky Association, if the council wishes to do so.~~

~~(c) Nothing in this article shall be construed as limiting the right of any person or entity to pursue legal action against any other person or entity under any applicable law, including the doctrine of light trespass.~~

~~(d) The city council may grant variances in the application of the provisions of this article.~~

l) This article shall not apply to the following:

- a) Decorative holiday lighting from November 15 through the next January 15 during the hours of 6:00 a.m. to 11:00 p.m. each day, except that flashing holiday lights are prohibited on nonresidential properties. Holiday lights may be illuminated one additional seven (7) day period per calendar year.
- b) String, festoon, bistro, and similar lighting, provided that the emission of no individual lamp exceeds fifty (50) lumens, and no installation of such lighting exceeds, in the aggregate, six thousand (6,000) lumens. These lights must be rated at or below 2700 Kelvin.
- c) Underwater lighting of swimming pools and similar water features.
- d) Lighting required by law to be installed on surface vehicles and aircraft.
- e) Airport lighting required by law.
- f) Lighting required by federal or state laws or regulations.
- g) Temporary emergency lighting needed by law enforcement, fire and other emergency services as well as building egress lighting whose electric power is provided by either battery or generator.
- h) Lighting employed during emergency repairs of roads and utilities provided such lighting is deployed, positioned and aimed such that the resulting glare is not directed toward any roadway or highway or residence.
- i) Temporary lighting, other than security lighting, at construction projects provided such lighting is deployed, positioned and aimed such that the resulting glare is not directed toward any roadway or highway or residence.
- j) Governmental facilities where compelling needs are demonstrated.

- k) Temporary lighting, permitted in this article, for theatrical, television, performance areas, or events provided such lighting is deployed, positioned and aimed such that the resulting glare is not directed toward any roadway or highway or residence.

2) Temporary Permitting.

- a) Lighting such as that needed for theatrical, television, performance areas, or events may be allowed by temporary exemption.
- b) Temporary lighting that does not conform to the provisions of this article may be approved at the discretion City Council or the City Manager subject to submission of an acceptable Temporary Outdoor Lighting Permit.
- c) Permit term and renewal.
 - i) Permits issued shall be valid for no more than seven (7) calendar days and subject to no more than one renewal, at the discretion of City Manager, for an additional seven (7) calendar days.
- d) Conversion to a permanent status.
 - i) Any lighting allowed by Temporary Outdoor Lighting Permit that remains installed after fourteen (14) calendar days from the issue date of the permit is declared permanent and is immediately subject to all of the provisions of this article.
- e) Permit contents.
 - i) A request for a Temporary Outdoor Lighting Permit for a temporary exemption to any provision of this article must list the specific exemption requested and the start and end date of the exemption. Search lights, skybeams and similar lighting will not be allowed. The City may ask for any additional information which would enable a reasonable evaluation of the request for temporary exemption.

3) Amendment.

- a) This article may be amended from time to time as local conditions change, and as changes occur in the recommendations of nationally recognized organizations such as the Illuminating Engineering Society of North America and the International Dark-Sky Association, if the council wishes to do so.

4) Enforcement.

- a) It will be the responsibility of the City to publish this article in the newspaper of record and to disseminate the ordinance [this article] by other appropriate means; to publish information about the ordinance on the City website; and, as time permits, to inform owners of noncompliant lighting of these provisions.
- b) The City Manager is authorized to promulgate one or more interpretive documents to aid in the administration of, and compliance with, this article. Such interpretive documents, with examples such as Exhibits 1, 2, 3 and 4 of Section 18-240, shall be educational only and shall not constitute regulations, amendments, or exceptions.

5) Violations.

- a) It shall be unlawful to install or operate any outdoor lighting luminaire in violation of any provision of this article.
- b) Any person violating any provision of this article shall be guilty of a class A misdemeanor and may also be subject to suit for injunctive relief.
- c) Each and every day during which the illegal erection, maintenance and use of such nonconforming lighting continues shall be considered to constitute a separate offense.
- d) Any owner who fails to comply with these provisions may be issued a warning notice.

- e) The owner of the noncompliant lighting must, within 30 days from the issuance of such warning notice, submit a lighting plan as defined in Sec. 18-236 to come into compliance with this article.
- f) Any owner who further fails to comply after 60 days from the issuance of such warning notice may be subject to criminal and civil penalties including a fine of \$50.00 for each day of noncompliance, unless the City Council grants a waiver of the fine.

6) Civil remedies.

- a) Nothing in this article shall be construed as limiting the right of any person or entity to pursue legal action against any other person or entity under any applicable law, including the doctrine of light trespass.

7) Public nuisance.

- a) Any violation of this article that results in light trespass or an unreasonable interference with the common and usual use of neighboring property is hereby declared to be a public nuisance, which is prohibited by this article.

(Ord. No. 2010-06-01, (exh. A), 9-7-10)

Cross reference— Streets, sidewalks, and other public places, ch. 86.

Sec. 18-238. - Notification.

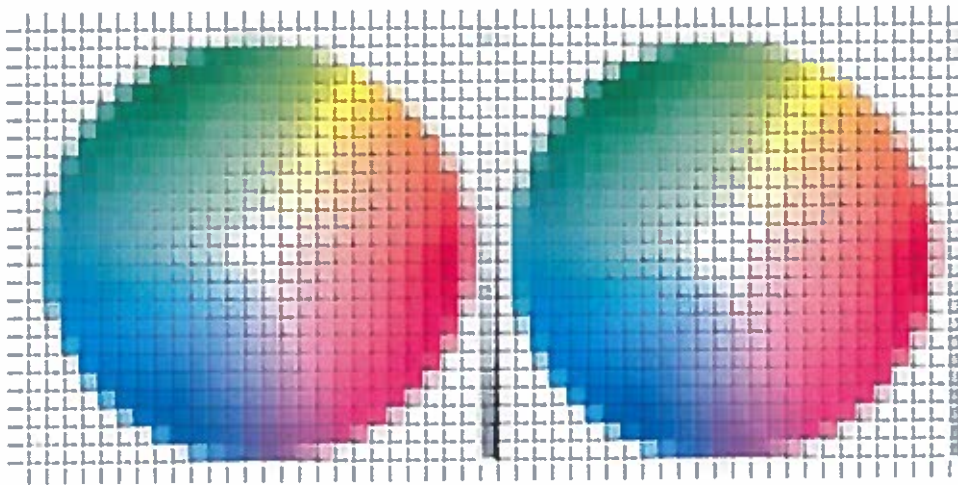
All building permit applicants will be notified of the city lighting ordinance [this article].

(Ord. No. 2010-06-01, (exh. A), 9-7-10)

~~Sec. 18-239. — Sign illumination.~~

- ~~(a) — All permanent signs may be non-illuminated, illuminated by internal, internal indirect (halo), or lit by external indirect illumination, unless otherwise specified. All illuminated signs shall be extinguished at 11:00 p.m. or when the use or activity closes, whichever is later.~~
- ~~(b) — Internal illumination. Outdoor, internally illuminated signs, including but not limited to awning/canopy signs, cabinet signs (whether freestanding or building-mounted), changeable copy panels or service island signs, shall be constructed with an opaque background and translucent letters and symbols, or with a colored background and lighter letters and symbols. Where white or other night bright colors are part of a logo, such colors are permitted in the logo only, provided that such logo shall represent not more than 50 percent of the total sign area permitted. Colors considered to be "night bright", as used in this provision, are defined with reference to the color wheel below. Existing signs may be grandfathered in, or not subject to change as determined by the city council. If existing signs are damaged more than 50 percent, they will need to comply with the standards in this article.~~

Figure 1 - DELETE



Color Wheel "A" Sign Background—Color Wheel "B" Logo Color

Sec. 18-239. - Sign illumination.

- 1) All permanent signs may be non-illuminated, illuminated by internal, internal indirect (halo), or lit by external indirect illumination, unless otherwise specified. All illuminated signs shall be extinguished at 11:00 p.m. or within one (1) hour of the end of normal business hours, whichever occurs later. All sign illumination must comply with the correlated color temperature (CCT) requirements of this article.
- 2) Top-down lighting. Externally illuminated signs shall be lit only from the top of the sign, with fully shielded luminaires designed and installed to prevent light from spilling beyond the physical edges of the sign.
- 3) Outdoor internally illuminated signs (whether free standing or building mounted) shall be subject to all the following requirements:
 - a) The sign must be constructed with an opaque background and translucent letters and symbols or with a colored background and lighter letters and symbols. *See Exhibit 5 of Section 18-240 for examples.*
 - b) The internally illuminated portion of the sign **cannot** be white, cream, off-white, light tan, yellow or any light color unless it is part of a registered logo that does not have an alternate version with dark tones. Light tone colors such as white, cream, off-white, light tan, yellow or any light color are permitted in the logo only, provided that such colors in the logo shall represent not more than 33% of the total sign area permitted.
 - c) The internal illumination, between sunset and sunrise, is to be the lowest intensity needed to allow the sign to be visible for up to 1/2 mile from its installation and shall not exceed 100 nits.
- 4) Size limit. The luminous surface area of an individual sign shall not exceed 200 square feet.
- 5) Electronic message displays.
 - a) Electronic message displays are discouraged and shall comply with outdoor lighting curfews stipulated in this ordinance. Messages appearing on electronic displays shall not be displayed for less than (30) seconds and shall require no longer than 0.25 seconds to transition from one message to another. Moving and/or flashing text or images are prohibited.
- 6) Permitted location.

- a) Off-premises signs shall not be placed within one thousand (1,000) feet of another off-premises sign on the same side of an arterial street or highway, regardless of face orientation, or within one thousand (1,000) feet of a residential area.

7) Refer to Exhibit 5. Internally Illuminated Signs.

(Ord. No. 2010-06-01, (exh. A), 9-7-10)

Sec. 18-240. - Exhibits.

Figure 2- DELETE

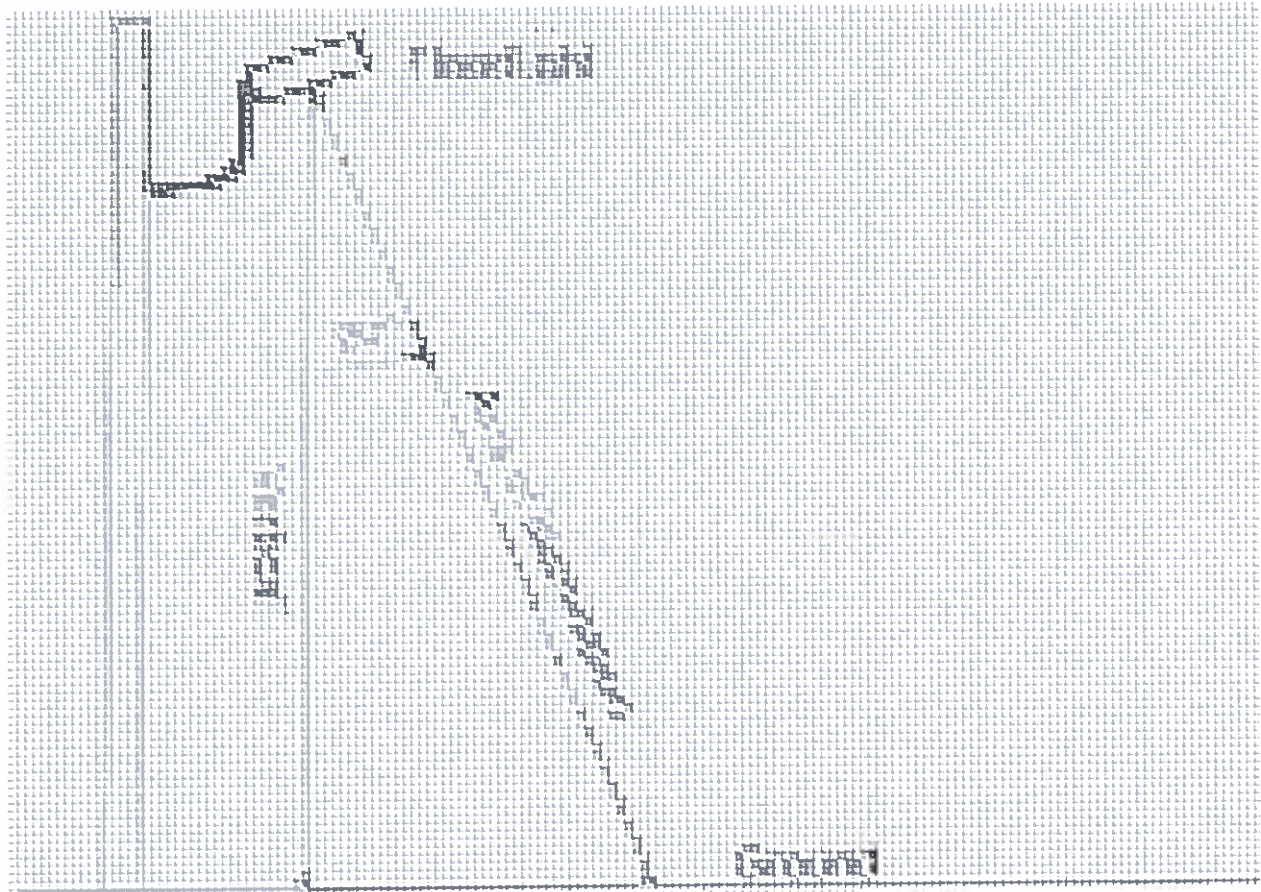


Exhibit 1. See [subsection 18-233(a)(1) of this article]: For spotlights and floodlights mounted overhead on poles and used for area lighting the axis of illumination shall be adjusted to an angle not more than 20 degrees from the vertical line between the fixture and the ground.

Figure 3- DELETE

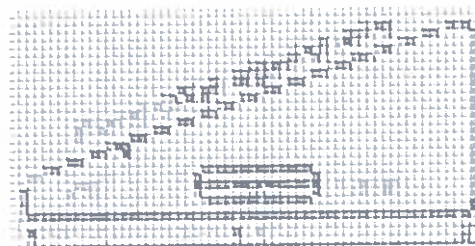


Exhibit 2. A tool for aiming lights as in Exhibit 1, above. Place the upper edge of the tool against the lens, and adjust the fixture so the bubble shows level.

~~Exhibit 3. Unacceptable Fixtures and Acceptable Fixtures~~

~~AN ORDINANCE TO IMPROVE OUTDOOR LIGHTING~~

~~City of Alpine, Texas~~

~~Proposed changes to the City of Alpine lighting ordinance adopted in 2000 are designed to benefit residents and businesses in Alpine by constituting better nighttime visibility, public safety, energy efficiency, and preservation of the natural night environment. Please refer to [this article] for the complete Outdoor Lighting Ordinance. To reduce the economic impact to the community a Dark Sky Fund that is funded by private and public donations has been created.~~

~~The goal is not to turn off lights at night but direct it to where it is wanted and prevent it from being wasted into the night sky.~~

~~*Note: Recommended illumination levels established by Illuminating Engineering Society of North America shall be observed. When taking out an electrical permit, provide an isofooteandle plot and fixture 'cut sheet' for proposed lighting along with permit application.~~

Figure 4 - DELETE

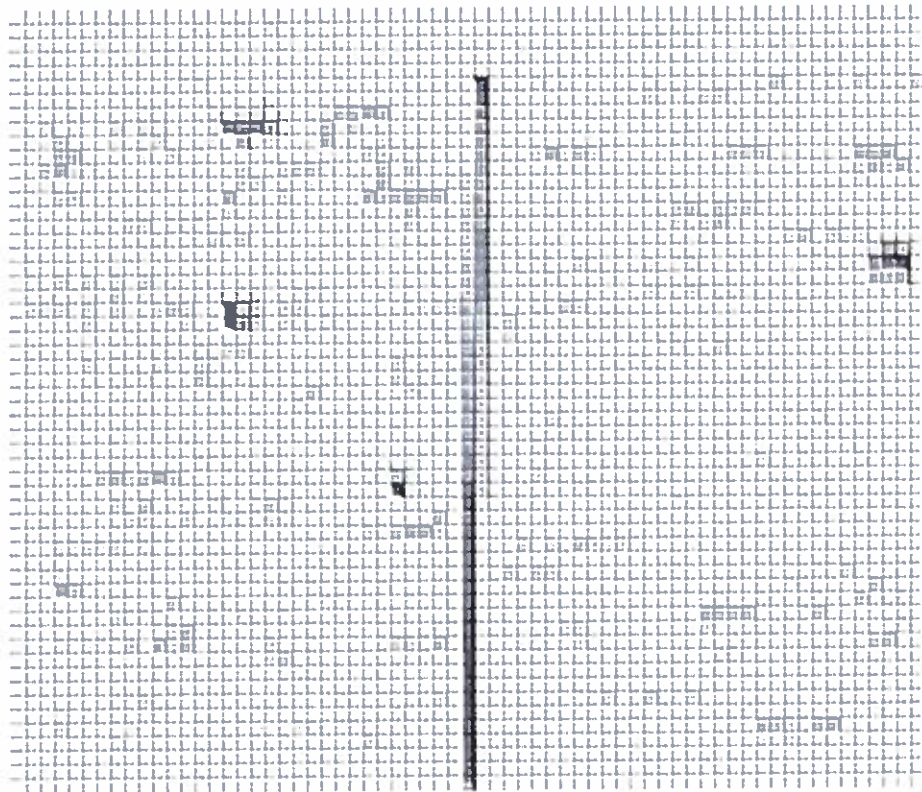
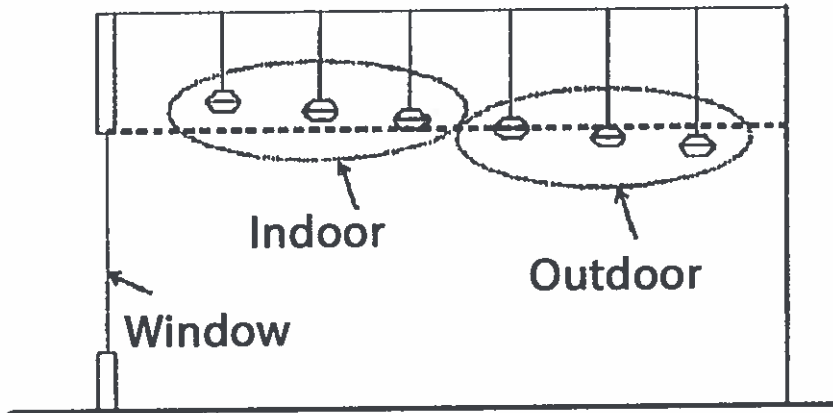


Exhibit 1. Indoor/outdoor lighting.



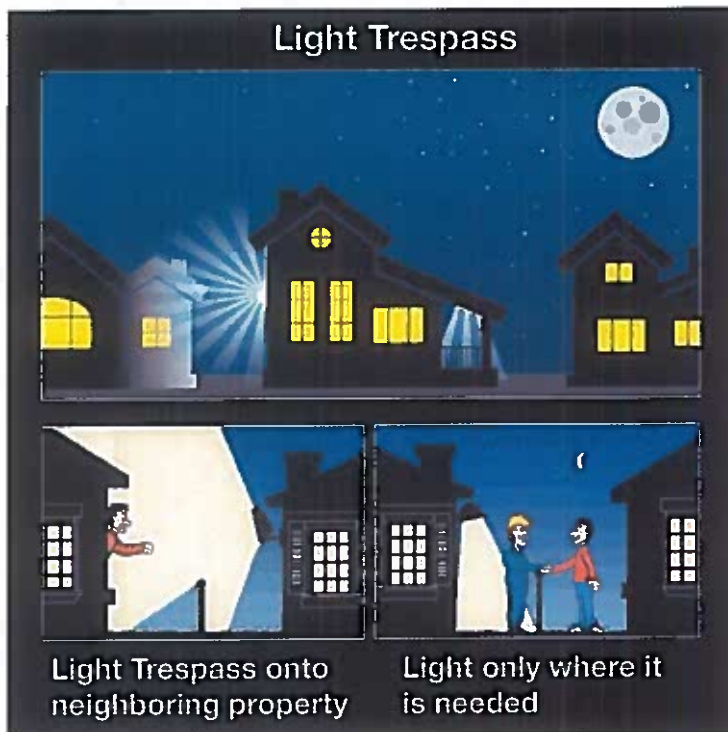
- 1) Elevation view showing an example of a nonresidential application of indoor lighting, labeled "Outdoor", which will be subject to this article.
- 2) The example presumes the structure in question is not elevated such that any of the luminaires labeled "Indoor" may be seen from any other property.
- 3) If the structure is elevated such that the luminaires labeled "Indoor" are visible from another property then, they are actually "outdoor lighting" and subject to this article.
- 4) All luminaires under skylights or other translucent roofing materials are subject to this article just as the fixtures behind the window are in this example.

Exhibit 2. An illustration of best outdoor lighting practices.



- 1) Light fixtures/luminaires with no shielding waste light into the sky.
- 2) Use shielding to reclaim wasted light and direct it to the area to be lit.
- 3) Lower the correlated color temperature (CCT) from “cool” white light to “warm” white.
- 4) Lower the intensity to provide as much light as needed for the application, but no more.
- 5) Use adaptive controls, e.g., timers, half-night photocells, motion sensors, etc., to limit the hours the light is in use.

Exhibit 3. Light Trespass



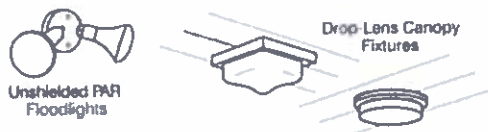
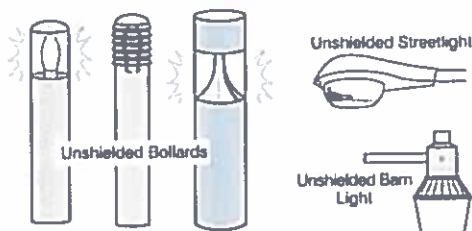
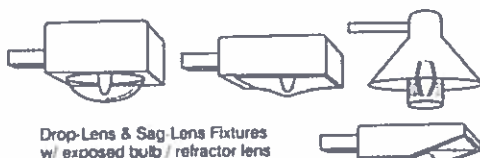
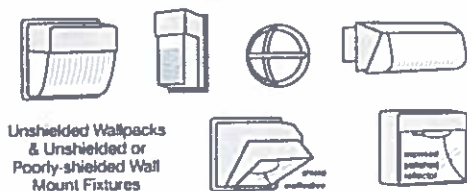
- 1) Light trespass means light emitted from fixtures designed or installed in a manner that unreasonably causes light to fall on a property other than the one where the light is installed, in a motor vehicle drivers' eyes, or upwards toward the sky.
- 2) If the light source is visible from another property or the public roadway, the light is creating light trespass.
- 3) It is expected that the illumination produced by a light source may be viewed from other properties but the light source itself should not be visible from other properties.
- 4) Upon receiving a complaint of light trespass from an owner or occupant, the city will evaluate the complaint.
- 5) Where light trespass is found to occur, the city will take appropriate steps to eliminate or minimize the unwanted light emanating from a light on city property, or from private lighting.
- 6) If a violation is found to occur the offender may switch to a lower wattage bulb or convert to FCO fixtures to become compliant.

Exhibit 4. Unacceptable Fixtures and Acceptable Fixtures - Note the presence or absence of shielding, the purposeful design and the direction the light is intended to shine towards.

Examples of Acceptable / Unacceptable Lighting Fixtures

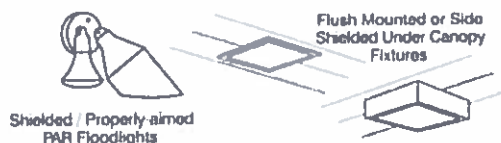
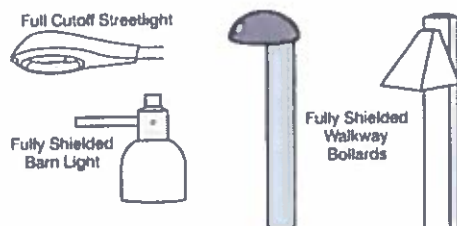
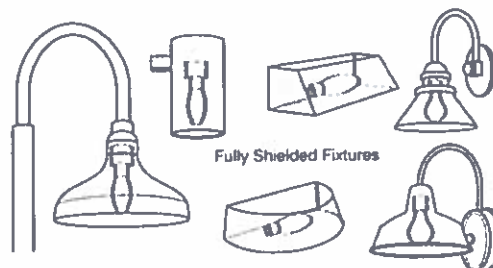
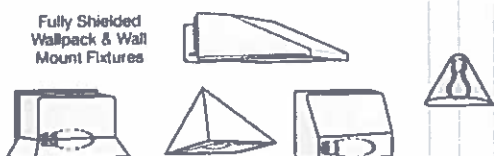
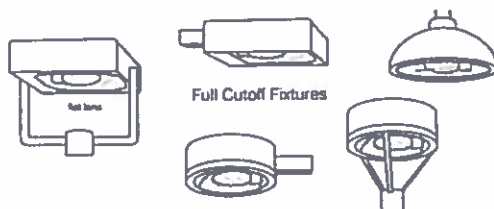
Unacceptable / Discouraged

Fixtures that produce glare and light trespass









Acceptable

Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



Illustrations by Bob Crelin © 2005. Rendered for the Town of Southampton, NY. Used with permission.

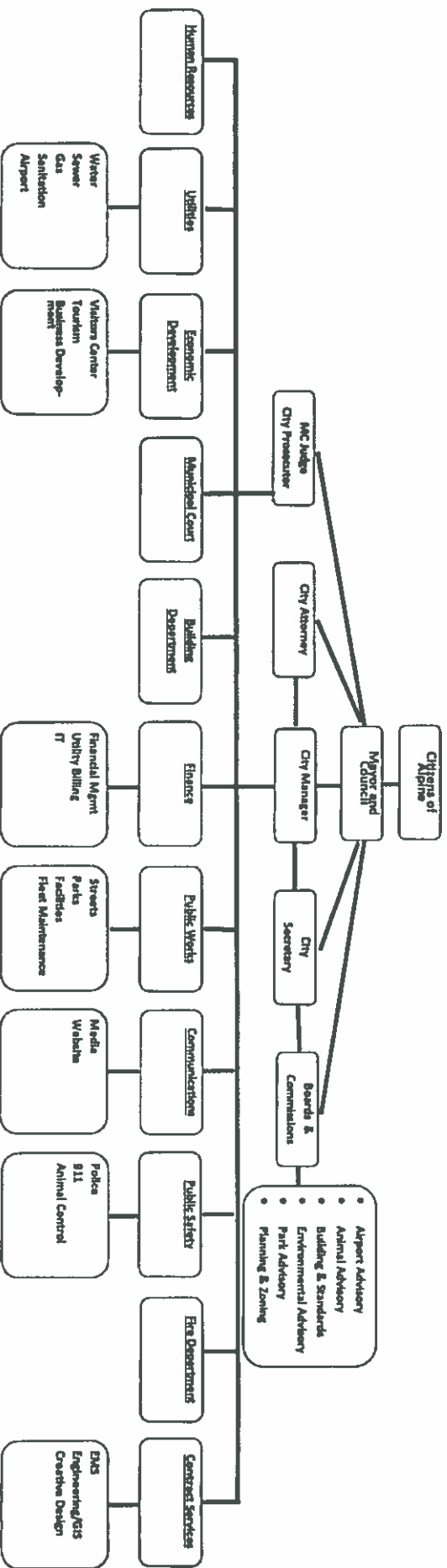
Exhibit 5. Internally Illuminated Signs.

Light Background <input checked="" type="checkbox"/>	Colored Background <input checked="" type="checkbox"/>	Opaque Background <input checked="" type="checkbox"/>
		
		

(Ord. No. 2010-06-01, (exh. A), 9-7-10)

Secs. 18-241—18-250. - Reserved.

5. Discuss, consider, and approve the proposed City of Alpine Organizational Chart. (M. Antrim, Interim City Manager)



Approved March 6, 2018



City of Alpine Organizational Chart

6. Discuss, consider, and approve the Interlocal Agreement for the Kokernot Lodge, Poet's Grove, a project between the City of Alpine and Sul Ross State University (M. Antrim, Interim City Manager)

**CITY OF ALPINE-SUL ROSS STATE UNIVERSITY
INTERLOCAL KOKERNOT PARK AGREEMENT**

THE STATE OF TEXAS

§

**§ KNOW ALL MEN BY THESE
PRESENTS:**

COUNTY OF BREWSTER

§

WHEREAS, this Kokernot Park Agreement is made by and between the City of Alpine, Texas, a home rule municipality corporation of the State of Texas (hereinafter referred to as ("ALPINE")), and the Sul Ross State University, a state university and state agency in Alpine, Texas, (hereinafter referred to as "SUL ROSS");

WHEREAS, both ALPINE and SUL ROSS execute this Interlocal Agreement pursuant to the Interlocal Cooperation Act, chapter 791 of the Texas Government Code, as amended, and in accordance with Chapter 273 of the Texas Local Government Code, as amended;

WHEREAS, the parties to this Interlocal Agreement (hereinafter referred to as "AGREEMENT") wish to cooperate in a joint venture to assist SUL ROSS with projects related to Kokernot Park and ALPINE with a project related to the City's Master Park Plan; and

WHEREAS, the parties, in paying for the agreement described above, agree to utilize grants ALPINE procures on their property, with any other costs being incurred by the CITY OF ALPINE; and

WHEREAS, the governing body of ALPINE and the chief executive officer of SUL ROSS find that the ALPINE and SUL ROSS projects are a benefit to the public and that each party has the legal authority to authorize the projects required to complete this agreement, and the improvement of Kokernot Park and City of Alpine Park is in the common interest of both parties hereto; and that the agreements and promises constitutes adequate consideration to each party; NOW THEREFORE,

In consideration of the promises and the agreements herein set forth, it is agreed as follows:

**I.
OBLIGATIONS**

The City of ALPINE agrees to:

1. Obtain approval by TCEQ for authorization for use of reclaimed water under 30 TAC 210 for pond project;
2. Modify the existing pond area as needed to reflect the agreed restoration concept and monitor for potential ASR;
3. Install temporary piping from the effluent tank to ponds with funding by City of Alpine – Public Utilities Department;
4. Test the ponds approximately 90-120 days after the installation of temporary piping;
5. Apply for extension of the trail system and educational signage for grassland and riparian restoration project;
6. Apply for grant under Texas Parks and Wildlife to fund the project; and to
7. Apply for grant from Texas Wildlife Department to fund a project for bird blind installation.

SUL ROSS State University agrees to:

1. Provide full access to any areas on the property of SUL ROSS as needed to complete the agreed projects; and
2. Provide maintenance, to include mowing, a minimum of once a year.

II. FUNDING SOURCE

City of ALPINE will coordinate with available funding sources (grants, donations, city funds) to obtain necessary funding for the term of the contract.

III. TERM

1. This agreement shall be effective on JUNE 15, 2021, for a period of 30 years. After the 30 years, the City and Sul Ross have the option to renew.
2. Either party may revoke and rescind his agreement without cause upon written notice to the other party at least ninety (90) days prior to the termination date.
3. The Agreement may be terminated by mutual agreement of the parties at any time specified in writing.

IV. GENERAL PROVISIONS

1. **COMPLETE AGREEMENT.** This Agreement sets forth and establishes the entire understating between the City of ALPINE and SUL ROSS State University relating to the Kokernot Park and Alpine Master Park Projects. Any prior discussions or representations by or between ALPINE and SUL ROSS are merged into and rendered null and void by this Agreement. This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter of this Agreement which is not contained herein. The parties by mutual written agreement may amend any provision of this Agreement during the term of this Agreement; such amendments shall be incorporated and made a part of this Agreement.

2. **SAVINGS CLAUSE.** If any term or provision of this Agreement, as applied to any party to any circumstance, is declared by a court of competent jurisdiction hereof to be illegal, unenforceable or void in any situation and in any jurisdiction, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending provision in any other situation or in any other jurisdiction. The parties agree that the court or arbitrator making such determination shall have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases or to replace any illegal, unenforceable or void term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.
3. **INDEMNIFICATION.** Sul Ross State University agrees to indemnify the City of Alpine and save it harmless against any and all liabilities, including judgments, costs and reasonable attorneys' fees for anything done or omitted by the City of Alpine in the execution of this Agreement, except as a result of the City of Alpine's gross negligence, willful misconduct, or bad faith.
4. **CONTROLLING LAW.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas and shall be performable in Brewster County, Texas, unless otherwise provided by law.
5. **NOTICE.** All notices under this Agreement shall be sent as follows:

City of Alpine

City Manager

100 N. 13h Street
Alpine, Texas 79830

Sul Ross State University

Office of the President
BAB 200 C-100
East Hwy. 90
Alpine, Texas 79830

6. EXECUTED and effective as of the date of approval of the governmental body as shown below.

DATE: _____

CITY OF ALPINE

By: _____

Alpine City Manager

ATTEST: _____

City Secretary

SUL ROSS STATE UNIVERSITY

By:  _____

Pete P. Gallego
President, Sul Ross State University

7. Discuss, consider, and approve submitted bid proposal by U Construction on the remodel of the Visitor Center (M. Antrim, Interim City Manager)

June 15, 2021

Honorable Mayor and Council,

The City received two bids for the Visitor Center Remodel Project. One from Anthony Fleenor and one from U Construction. Mr. Fleenor's bid was rejected due to not providing the required documents outlined in the Request for Proposal and for not submitting it as a sealed bid. U Construction's bid was submitted correctly and contained all the required documents.


Bids were opened on June 10th and reviewed with Heather Yadon – Visitor Center Coordinator, Chris Ruggia – Director of Tourism, Geo Calderon – Interim City Secretary, and myself.

The Bid included two different proposals. The first was for the restrooms and storage in the amount of \$191,103.39. This does not include the fixtures or the pavilion. Council originally amended the HOT budget to include \$166,961.52 towards this project. An additional \$24,141.87, plus the cost of fixtures, will be needed to cover this portion of the project. These funds can be obtained from the fund balance.

The Pavilion portion of the project was quoted separately from the main remodel and is estimated at \$89,495.64. This would also be an additional expense not already approved in the original budget amendment. The Pavilion would be an additional budget amendment utilizing additional fund balance from the HOT fund.

Heather, Chris, Geo and myself agreed that with the current market for building materials and the unforeseen future of prices decreasing it would be in the best interest of the City to accept U Construction's proposal and contract for the projects. U Construction has indicated they will work with the City to ensure completion of the project. The funds are available and an additional budget amendment will be proposed outlining the additional funds needed (estimated \$89,495.67 for the pavilion and \$24,141.87 plus cost of fixtures for completion of the restrooms and storage.)

Thank you,

Megan Antrim 

Director of Finance

Copy



Bathrooms / storage

Estimate

City of Alpine City Bathroom
 Attn: Eddie Molinar
 Eddie.molinar@ci.alpine.tx.us
 (432) 837-4326

Lot	\$0.00
Total Construction Cost	\$163,057.50
Overhead and General Expense	\$6,848.42
Profit	\$21,197.48
Total Sale Price	\$191,103.39

Lot	\$0.00
Lot Cost after closing	\$0.00
Other	\$0.00

Construction Costs

Side Work

Building Permit Fees	provided by owner	\$0.00
Impact Fee		\$0.00
Water and Sewer Fees Inspections		\$0.00
Architecture and Engineering	provided by owner	\$0.00
Other		\$0.00

Foundations / Slab

\$33,300.00

Excavation	\$2,800.00
Concrete	\$25,700.00
Retaining walls	\$0.00
Backfill	\$4,800.00
Other	tree removal \$3,800.00

Framing

\$36,900.00

Framing (not including prefab trusse - cinder block walls	\$25,500.00
Roof framing	\$2,600.00
Sheathing (if not included above)	\$8,800.00
General metal and steel	\$0.00
Other	\$0.00

Exterior Finishes

\$36,150.00

Exterior Wall Finish	stucco and fix existing wall from adjacent building	\$17,500.00
Roofing	metal roofing on plywood	\$13,250.00
Windows and doors	doors	\$5,400.00

Page 1

Bathrooms / storage

Garage Doors	\$0.00
other	\$0.00

Major Systems Rough-Ins

		\$25,100.00
Plumbing (except fixtures)	fixtures provided by owner	\$4,900.00
Electrical (except fixtures)		\$9,000.00
HVAC		\$11,200.00
Other		\$0.00

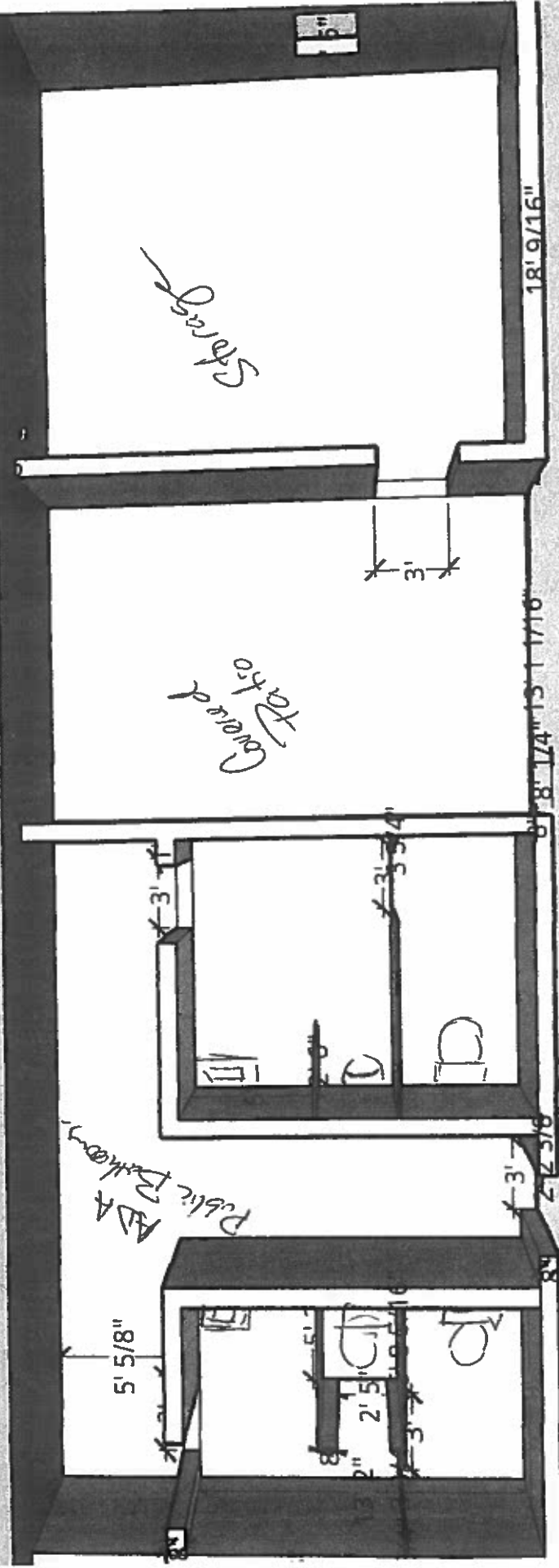
Interior Finishes

		\$29,907.50
Insulation	ceiling	\$4,800.00
Drywall	ceiling	\$0.00
Interior Trims		\$4,850.00
Mirrors		\$650.00
Doors	interior bathroom	\$3,484.00
Painting		\$4,670.00
Lighting		\$600.00
Cabinets		\$0.00
Countertops		\$0.00
Appliances		\$0.00
Flooring and walls	Tile Flooring	\$8,238.50
Plumbing Fixtures	by owner	\$0.00
Fireplace		\$0.00
Other	partitions	\$2,615.00

Final Steps

		\$1,700.00
Landscaping		\$0.00
Outdoor structures (ramp/sidewalk connecting to existing)		\$850.00
Driveway/approach		\$0.00
Clean Up		\$850.00
Other		\$0.00

Existing Visitor Center



28'



Pavilion

Estimate

City of Alpine Visitor Center Pavilion
Attn: Eddie Molinar
Eddie.molinar@ci.alpine.tx.us
(432) 837-4326

Lot	\$0.00
Total Construction Cost	\$76,361.47
Overhead and General Expense	\$3,207.18
Profit	\$9,926.99
Total Sale Price	\$89,495.64

Note

Lot

Lot Cost after closing
Other

\$0.00
\$0.00
\$0.00

Construction Costs

Side Work

Building Permit Fees provided by owner
Impact Fee
Water and Sewer Fees Inspections
Architecture and Engineering provided by owner
Other

\$0.00
\$0.00
\$0.00
\$0.00
\$0.00

Foundations / Slab

Excavation
Concrete
Ramp sidewalk connection
Backfill
Other

\$18,425.00
\$1,700.00
\$13,475.00
\$2,400.00
\$850.00

Framing

Framing (not including prefab trusses)
Trusses (if using trusses)
Sheathing (if not included above)
General metal and steel labor to install
Other (Mueller 35x35 single slope building open walls)

\$32,236.47
\$0.00
\$0.00
\$0.00
\$12,250.00
\$19,986.47

Exterior Finishes

Exterior Wall Finish 30 in tall wall on East and North sides
Roofing
Windows and doors

\$13,500.00
\$6,300.00
\$0.00
\$0.00

Pavilion

Garage Doors		\$0.00
Other	Bar high counter on southeast corner	\$7,200.00

Major Systems Rough-ins		\$9,900.00
Plumbing (except fixtures)		\$1,600.00
Electrical (except fixtures)		\$8,300.00
HVAC		\$0.00
Other		\$0.00

Interior Finishes		\$600.00
Insulation		\$0.00
Drywall		\$0.00
Interior Trims		\$0.00
Mirrors		\$0.00
Doors		\$0.00
Painting		\$0.00
Lighting		\$600.00
Cabinets		\$0.00
Countertops		\$0.00
Appliances		\$0.00
Flooring (tile)		\$0.00
Plumbing Fixtures	by owner	\$0.00
Fireplace		\$0.00
Other		\$0.00

Final Steps		\$1,700.00
Landscaping		\$0.00
Outdoor structures (deck, patio, porch Ramp connecting sidewalk)		\$850.00
Driveway/approach		\$0.00
Clean Up		\$850.00
Other		\$0.00

VISITOR CENTER RENOVATIONS

PHASE 1	Prepare Site	\$
	Clearing of work site	See bathroom/storage estimate
	Tree Removal/Trimming	
	Disposal of unwanted material	
Phase 2	Plumbing/Foundation	\$
	Install initial plumbing pipes	See bathroom/storage estimate
	Restroom	
	Storage	
	Set and Lay Foundation for	
	Restrooms	
	Storage	
Phase 3	Pavilion	
	Construction/Installation of Restrooms/Storage	\$
	Construction of	See bathroom/storage estimate
	Public Restrooms	
	Storage Room	Concrete Blocks/Stucco Exterior/Windows/ Metal Roof
	Installation of	Concrete Blocks/Stucco Exterior/Windows/ Metal Roof
	Fixtures	
	Lighting	
	Flooring	
Phase 4	Construction of Pavilion	\$ 89,495.64
Phase 5	Final Plumbing/ Electrical/ HVAC	\$
	Finish Installation of	See bathroom/storage estimate
	Plumbing	
	Electrical	
	Installation of HVAC System	

Phase 6 Final Inspection

See attached estimate. Construction will work with the city to ensure completion of construction phases.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Construction LLC

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

None

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 *[Signature]*
Signature of vendor doing business with the governmental entity

5/21/2021
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DEB) are encouraged to participate in the City of Alpine RFP process. The City of Alpine will provide additional clarification of specifications, assistance with RFP Proposal Forms, and further explanation of proposal procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City recognizes the certifications of both the state of Texas Building and Procurement Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact:

State of Texas HUB Program
Texas Building & Procurement Commission
PO Box 13047
Austin, Texas 78711-3047
(512) 463 - 5872

OR

North Central Texas Regional
Certification Agency
616 Six Flags Drive, #416-LB24
Arlington, Texas 76011
(817) 640 - 0606

If your company is already certified, attach a copy of your certification to this form and return with RFP.

Name of Company: U. Construction LLC

Representative: Jose R. Oranga (owner)

Address of Company: P.O. Box 1532

City, State & Zip: Alpine Tx 79831

Telephone Number: (432) 294 0131 Fax No. _____

INDICATE ALL THAT APPLY:

____ **Minority-Owned Business Enterprise**
____ **Women-Owned Business Enterprise**
____ **Disadvantaged Business Enterprise**

Note: Not certified Minority-Owned Business.

THIS PAGE MUST BE COMPLETED OR RFP MAY BE REJECTED

**IT IS THE INTENT OF THE CITY OF APLINE TO HIRE
A CONTRACT FOR RENOVATIONS TO THE VISITOR CENTER**

The undersigned, in submitting this RFP, represents that he/she is an equal opportunity employer, and will not discriminate with regard to race, religion, color, national origin, age, or sex in the performance of this contract.

The undersigned hereby proposes to furnish the items bid on, F.O.B. Alpine, Texas, at the unit prices quoted therein after notice of RFP award.

COMPANY NAME: U Construction LLC

TELEPHONE NUMBER: (432) 294 0131 or 432 208 6957

FAX NUMBER: _____

ADDRESS: P.O. Box 1532 Alpine Tx 79831

SIGNATURE: 

PRINTED NAME: Jose R. Uranga

TITLE: Owner

DATE: 5/21/21

THIS PAGE MUST BE COMPLETED OR THE RFP MAY BE REJECTED

VENDOR REFERENCES

- a. Name of Company: SRSU
Address of Company: Hwy 90 Alpin Tx 79830
Contact Person: Jessie Lara
E-mail: jlara@sulross.edu
Telephone Number: (432) 386 3323
- b. Name of Company: PCHS
Address of Company: _____
Contact Person: Cynthia Esquivel COO
E-mail: hr_pchs@yahoo.com.
Telephone Number: (432) 837 4812 X-205
- c. Name of Company: _____
Address of Company: _____
Contact Person: _____
E-mail: _____
Telephone Number: (____) _____

**USE THIS FORM ONLY
EXCEPTIONS/ALTERNATES TO PROPOSAL**

All exceptions to proposal must be defined in the space below including item number where applicable:

Proposer acknowledges that by submitting the proposal contained herein, proposer makes an offer which, if accepted within a reasonable period of time in whole or in part, by the City of Alpine, constitutes a valid and binding contract as to any and all items accepted in writing by the City of Alpine.

DATE: 05/21/21

SIGNATURE: Jose R. Uranga

PRINTED NAME: Jose R. Uranga

TITLE: Owner

COMPANY NAME: U. Construction LLC

COMPANY ADDRESS: P.O. Box 1532 Alpine Tx 79831

COMPANY TELEPHONE NUMBER: 432 294 0131 or 432 2056957

ANY QUESTIONS concerning this proposal should be directed to: Megan Antrim, Director of Finance, (432) 837-3301.

**CITY OF ALPINE
ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS**

I acknowledge that by submitting a proposal for this project, I am aware of the insurance requirements outlined in these specifications (Number 9 – 12). If I am awarded the RFP, I will comply with all insurance requirements within ten (10) working days of the RFP award, including providing proof that I have insurance which may include, but not be limited to, true and accurate copies of the policies.

Signature Jose R. Uranga

Printed Name Jose R. Uranga

Name of Company: U. Construction LLC

Address of Company: PO Box 1532 Alpine Tx 79831

City, State & Zip: Alpine Tx 79831

Telephone Number (432) 294 0131

Date: 05/21/21

ADVERTISEMENT SURVEY

RFP Number: 2021-04-A
Bid Title: VISITOR CENTER RENOVATIONS
Submittal Deadline: 5:00 pm on Friday, May 21, 2021
Submit to: Finance Department
City of Alpine
100 N. 13th Street
Alpine, TX 79830

Bidder Information

Bidder's Legal Name: U Construction LLC
Address: P.O. Box 1532
City, State, & Zip: Alpine Tx. 79831
Federal EIN: 27-2139 789
Phone Number: 432 294 0131 Fax Number: _____
Contact Name: Juan Hernandez Email Address: juan.2194@gmail.com

Authorization

I, Jose Uranga the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into a contract on behalf of the bidder.

Printed Name: Jose R. Uranga
Title: Owner
Signature: Jose R Uranga
Signed this 21 (day) of MAY (month), 2021 (year).

I learned of this request for bid by the following means:

- ☐ Newspaper Advertisement
- ☐ City Email Notification
- ☒ City of Alpine Website
- ☐ Mailed Me a Copy
- ☐ Other _____

8. Discuss, consider, and approve Special Use Permit Applications for: (M. Antrim, Interim City Manager)
 - a. Short Term Rental Special Use Permit for 503 E Avenue B. Owner of record is Jason & Robin Stone.
 - b. Short Term Rental Special Use Permit for 208 Berkeley Street. Owner of record is Adam & Shatiel Brant.
 - c. Short Term Rental Special Use Permit for 115 & 117 N 6th Street. Owner of record is Desert Dame Thirty.

- a. Short Term Rental Special Use Permit for 503 E Avenue B. Owner of record is Jason & Robin Stone.

TRANSIENT/SHORT-TERM RENTAL INSPECTION CHECKLIST

CITY OF ALPINE

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, 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 approved 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 have been received by the city.

Property Address 503 E AVE B Property Owner Jason & Robin Stone Phone (512) 466-5718

Local Representative _____ Phone _____

Parking Diagram approved Yes / No

Number of occupants approved Yes / No

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 condition.

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.

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 Building Services.

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 condition.
- ☒ 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 detective material or deterioration.
- ☒ No split, lean, list, or buckle of dwelling walls, partitions or other Vertical supports due to detective material or deterioration.
- ☒ No evidence of decay or damage to exterior stairs or decks.

Inspected by: DAVID HALE TCFP WSAFECTOR

Requires re-inspection _____

Approved ☒ Date: 5/10/2021
Approved _____ Date: _____

City of Alpine, Texas

For Building Services Use Only	
Date Submitted: _____	Receipt No: _____
BLD Inspection: _____	Fire Inspection: _____
Approved: _____	Not Approved: _____

Short-Term Rental Special Use Permit (STR-SUP) Application

STR-CUP Application Fee is \$350.00 per property. (non-refundable) Please complete one application per property

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

Existing/New Structure: ☒ Existing Structure ☐ New Construction

PART 1. PROPERTY INFORMATION		
Street address of property 503 E Ave B, Alpine, Texas 79830		
Legal description of property (must provide copy of survey or describe meets and bounds on 8 1/2 x 11 sheet) Lot 2 Block 70 Addition HANCOCK B		
Square footage of property 1,032 sq ft	Number of Bedrooms & Units 2 Bedroom, 1 Bath	Size of property lot 7,222.80 sq ft
Present zoning district R	Proposed use of the property Short-Term Rental	
Zoning ordinance provision requiring a conditional use (This box will be completed by the Building Official) STR		
PART 2. PROPERTY OWNER INFORMATION		
Name of current property owner(s) (Use separate sheet of paper with additional owners' information if necessary) JASON & ROBIN STONE		
Mailing address of property owner (cannot be P.O Box) 6307 HIGHLAND HILLS DRIVE		
City/State/Zip code of property owner AUSTIN, TEXAS 78731		
Telephone number of property owner 512-466-5718	Email address of property owner rhstonebc@gmail.com	
PART 3. DESIGNATED OPERATOR'S INFORMATION		
Name of designated operator ASSISTANCE BY APRIL dba BIENVENIDO BIG BEND		
Designated operator's physical address (must be located within 30 minutes of STR property) 117 N. 6th St.		
City/State/Zip code of designated operator Alpine, Texas 79830		
Telephone number of designated operator 432-386-8296	Email address of designated operator bienvenidobigbend@gmail.com	

PART 4. SUPPORTING DOCUMENTS

Please complete and submit the following attached documents with application

1. ☒ **STR Local Representative Certification:** Please provide a copy of Driver's License if different from STR owner)
2. ☒ **Homeowner's Association Declaration:** See attachment
3. ☒ **Proof of Property Insurance:** Please complete attachment and provide a copy of a property insurance summary that states STR coverage is included and/or complete General Release of Liability waiver (See attachment)

Please submit the following documents with your application

4. ☒ **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.
5. ☒ **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.
6. ☒ **Parking 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 (see example)
7. ☒ **Driver's License:** Please provide a copy of STR owner's driver's license
8. ☒ **Proof of STR Property Ownership:** Property tax documents, deed, or copy of title (all owners must sign application)
9. ☐ **Info Sheet:** A copy of the informational sheet/brochure that is provided to guests of the STR. Please include:
 - A.) The 24-hour contact information of the STR owner or local representative
 - B.) Neighborhood info such as parking and noise restrictions, trash collection schedules, etc.
 - C.) Emergency and non-emergency telephone numbers for police and fire departments
 - D.) Instructions for obtaining severe weather, natural or man-made disaster alerts.

Part 5. ADDITIONAL SUPPORTING DOCUMENTS FOR COMERCIAL PROPERTIES ONLY

10. ☐ **Illumination Plan** (see attachment)

PART 6. ADDITIONAL SUPPORTING DOCUMENTS FOR NEW CONSTRUCTION ONLY

11. ☐ **Site Application Form B:** Application of site plan approval (Section 20, see attached Form "B") The site plan submission shall meet the requirements of Section 20.04 (A)(E) Site Plan Requirements.
12. ☐ **Letter:** Submit a letter describing conditional requirements or conditions imposed upon the particular conditional use by applicable district regulations

PART 7. 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 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.

City of Alpine, Texas

For Building Services Use Only

Date Submitted: _____ Receipt No: _____
 BLD Inspection: _____ Fire Inspection: _____
 Approved: _____ Not Approved: _____

Short-Term Rental Special Use Permit (STR-SUP) Application

STR-CUP Application Fee is \$350.00 per property. (non-refundable) Please complete one application per property

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

Existing/New Structure: ☒ Existing Structure ☐ New Construction

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Present zoning district R	Proposed use of the property Short-Term Rental	
Zoning ordinance provision requiring a conditional use (This box will be completed by the Building Official) STR		
PART 2. PROPERTY OWNER INFORMATION		
Name of current property owner(s) (Use separate sheet of paper with additional owners' information if necessary) JASON & ROBIN STONE		
Mailing address of property owner (cannot be P.O Box) 6307 HIGHLAND HILLS DRIVE		
City/State/Zip code of property owner AUSTIN, TEXAS 78731		
Telephone number of property owner 512-466-5718	Email address of property owner rhstonebc@gmail.com	
PART 3. DESIGNATED OPERATOR'S INFORMATION		
Name of designated operator ASSISTANCE BY APRIL dba BIENYENIDO BIG BEND		
Designated operator's physical address (must be located within 30 minutes of STR property) 117 N. 6th St.		
City/State/Zip code of designated operator Alpine, Texas 79830		
Telephone number of designated operator 432-386-8296	Email address of designated operator bienvenidobigbend@gmail.com	

☒ **New** ☐ **Change**

SECTION 3: PROPERTY MANAGER		<i>If Different than owner</i>
A. Individual Ownership		
Property Manager Name	APRIL MCANALLY	Primary Telephone Number
OF ASSISTANCE BY APRIL DBA BIENVENIDO BIG BEND		432-386-8296
Mailing Address	PO BOX 1235, ALPINE, TEXAS 79831	Email Address
		BIENVENIDOBIGBEND@GMAIL.COM

slay. I understand that payment of Hotel Occupancy Taxes is payable to the City of Alpine.

RL Stone Robyn Stone JASON STONE 3/29/20
Applicant's Signature Printed Name Date

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.

Short-Term Rental Address: 503 E AVENUE B, ALPINE, TEXAS 79830

Property Owner Name: JASON & ROBIN STONE

Local Representative:

Name: APRIL MCANALLY **Telephone:** 432-386-8296

Physical Address: 117 N 6TH ST., ALPINE, TEXAS 79830 **Email:** BIENVENIDOBIGBEND@GMAIL.COM

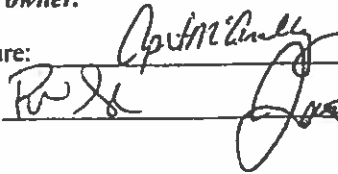
Mailing Address: PO BOX 125, ALPINE, TEXAS 79831

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.

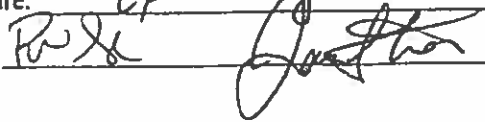
By signing below, the local representative acknowledges that he/she has read, fully understands and agrees to comply with the responsibilities outlined above. Please provide a copy of Driver's License if different from STR property owner.

Local Representative Signature:



Date: 3/29/2021

Property Owner's Signature:



Date: 3/29/2021

REDACTED DL

Policy Summary

Landlord Dwelling Policy

Named Insured and Mailing Address

ROBIN STONE
6307 HIGHLAND HILLS DR
AUSTIN, TX 78731-4147

Your Agency's Name and Address

GOOSEHEAD INSURANCE
1500 SOLANA BLVD BLDG 4
WESTLAKE, TX 76262

Residence Premises

503 E AVENUE B
ALPINE, TX 79830-3717

Mortgagee Name and Address

1. UNIVERSITY FEDERAL ISAOA/ATIMA
C/O MIDWEST LOAN SERVICES
PO BOX 39159
OLON, OH 39159
LOAN NUMBER: 2012127126

Policy Information

Your Policy Number	609042577 653 1	For Policy Service	1.800.474.1377
Your Account Number		For Claim Service	1.800.252.4633
Your Insurer:	TRAVELERS PERSONAL INSURANCE COMPANY a subsidiary or affiliate of The Travelers Indemnity Company One Tower Square, Hartford, CT 06183		

The policy period is from April 18, 2021 at 12:01 A.M. STANDARD TIME to April 18, 2022 at 12:01 A.M. STANDARD TIME at the residence premises.

Total Premium for this Policy:

\$848.00

This is not a bill. The mortgagee will be billed separately for this policy.

Discounts

The following discounts reduced your premium:

Loss Free Good Payer

Savings Reflected in Your Total Premium:

\$165.00

Coverages and Limits of Liability

Property Coverage Section

	Limit
Coverage A – Dwelling	\$131,000
Coverage B – Other Structures	\$13,100
Coverage C – Household Furnishings	\$2,000
Coverage D – Loss of Use	\$13,100

Liability Coverage Section

	Limit
Coverage E – Premises Liability (each occurrence)	\$500,000
Coverage F – Medical Payments to Others (each person)	\$5,000

Deductibles

Peril Deductible		Deductible
Property Coverage Deductible (All Perils)	1% of Coverage A - Dwelling Limit	\$1,310

In case of loss under the Property Coverage Section, only that part of the loss over the applicable deductible will be paid (up to the coverage limit that applies).

Additional Coverages

The limit shown for each of the Additional Coverages is the total limit for each loss in that category.

Property – Additional Coverages

	Limit
Debris Removal (Additional % of damaged covered property limit)	5%
Trees, Shrubs and Other Plants (5% of Coverage A - Dwelling Limit)	Per Tree \$500 Per Loss \$6,550
Fire Department Service Charge	\$500
Loss Assessment	\$1,000
Ordinance or Law (10% of Coverage A - Dwelling Limit)	\$13,100
Limited Fungi or Other Microbes Remediation	\$5,000

The applicable policy deductible applies unless otherwise noted.

Liability – Additional Coverages

	Limit
Loss Assessment	\$1,000

Please review your policy for other Personal Property Special Limits of Liability and Additional Coverages that may apply.

Optional Coverages

Optional Coverages	Endorsement	Limit	Premium
Special Coverage	HQ-003 CW (05-18)		Included*
Water Back Up and Sump Discharge or Overflow Coverage	HQ-208 CW (08-18)	\$5,000	Included*
Home-Sharing Host Activities Coverage Landlord	HQ-858 CW (11-18)		\$215.00
Household Furnishings Replacement Cost Loss Settlement Landlord	HQ-859 CW (11-18)		Included*

**Note: The additional cost or premium reduction for any optional coverage or package shown as "Included" is contained in the Total Policy Premium Amount.*

Required Forms and Endorsements Included in Your Policy:

Form: 653

Policy Quick Reference	HQ-T88 CW L1 (05-17)
Agreement, Definitions & Policy Conditions	HQ-D88 CW (05-17)

Named Insured ROBIN STONE
Policy Period April 18, 2021 to April 18, 2022

Policy Number 609042577 653 1
Issued On Date April 15, 2021

Required Forms and Endorsements Included in Your Policy: (Continued)**Form: 653**

Property Coverage Section	HQ-P53 CW (11-18)
Liability Coverage Section	HQ-L88 CW (05-17)
Signature Page	HQ-S99 CW (05-17)
Special Provisions - Texas	HQ-300 TX (05-17)
Additional Benefits	HQ-860 CW (08-18)

The Declarations along with the Optional Coverages, Optional Packages and Required Forms and Endorsements listed above form your Landlord Dwelling Insurance Policy. Please keep these documents for reference.

Information About Your Property

There are many factors that determine the premium on your policy, some of which are displayed below. If you would like a policy review, please contact your agent or Travelers Representative.

# of Families: 1 Family	Year Built: 1950	Construction Type: Frame
# of Stories: 1	Square Footage: 1032	Siding Type: Wood
# of Bathrooms: 1	Age of Roof: 3	Roof Material Type: Asphalt-Fiberglass
Garage - Number of Cars: 2	Garage Type: Carport	Foundation Type: Slab
# of Employees:		Finished Basement: 00

Online Policy Summary as of April 15, 2021



May 10, 2021

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

Dear Geo Calderon and the Alpine City Council,

We are proposing that we use Oh Hi House, located at 503 E Avenue B in Alpine, Texas as a short-rental property. The home will be a new short term rental property that was recently purchased by Jason and Robin Stone to use for their personal use while visiting the area and to rent as a vacation rental when they do not occupy it. The Stone's have worked to renovate and update the Oh Hi House. 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.

The Oh Hi House will be managed by Bienvenido Big Bend and is in very close proximity to two other short term rentals that the company manages. Guests often comment that they enjoy the quiet neighborhood near the downtown area. 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

432-386-8296



bienvenidobigbend@gmail.com

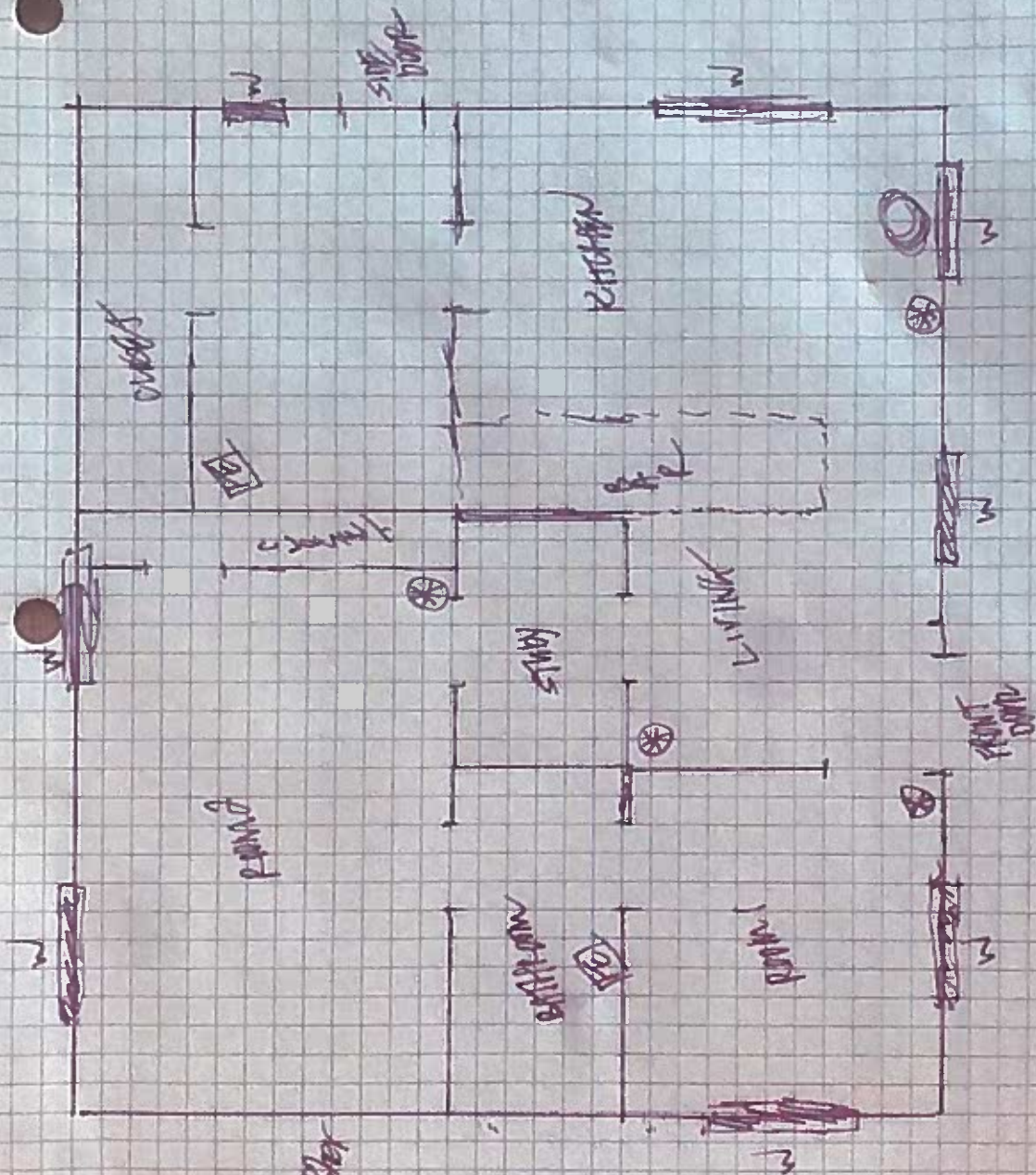


Bienvenidobigbend.com



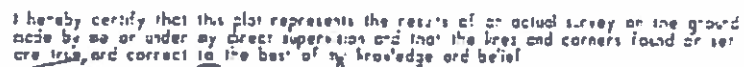
117 N 6th St. Alpine, Texas 79830





(circle with cross) smoke detector
 (rectangle with cross) fire extinguisher

STONE
 1505 E. AVE B. ARLING, TX 76010



Steven F. Walker
Registered Professional Land Surveyor #4425
Licensed State Land Surveyor
Date December 15, 2003

WARRANTY DEED WITH VENDOR'S LIEN
EQUITY TRUST CO CUSTODIAN - Grantor
JASON STONE and ROBIN STONE - Grantee
INDIVIDUAL GRANTOR SIGNATURE PAGE

EXECUTED by Grantor on March 10th, 2021, to be effective as of
the Effective Date.

EQUITY TRUST CO CUSTODIAN, for RANDOLPH D. ANGEL, IRA

By:

Matthew Collier
MATTHEW COLLIER
Corporate Alternate Signer

(Acknowledge)

STATE OF OHIO §
COUNTY OF CUYAHOGA §

Before me, the undersigned Notary Public, on this day personally appeared
Corporate Alternate Signer of EQUITY TRUST CO., a South Dakota Corporation, CUSTODIAN for
RANDOLPH D. ANGEL, IRA, known to me or proved to me on the basis of satisfactory evidence to be the person whose
name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his authorized
capacity on behalf of the Corporation for the purposes and Consideration therein expressed.

Given under my hand and seal of office this 10 day of
March, 2021.

[Seal]



JASON NICHOLSON
Notary Public
State of Ohio
My Comm. Expires
May 19, 2025

Signature of Notary Public

Notary's Name (Printed)

Date commission expires

AFTER RECORDING RETURN TO:

ELLIVSON ABSTRACT
P.O. BOX 418
ALPINE, TX 79831
CITY 20210189

PREPARED IN THE LAW OFFICE OF:

JOSEPH P. JAMES
ATTORNEY AT LAW
P.O. BOX 2013
FORT DAVIS, TX 79734



Welcome to Oh Hi House!

IN CASE OF EMERGENCY CALL 911

OTHER EMERGENCY NUMBERS

Alpine Police Department – 432.837.3486

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

Host April – 432.386.8296

SEVERE WEATHER ALERTS

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

WIFI CONNECTION INFO

Network Name: XXXX

Password: XXXXX

MORE ABOUT OH HI HOUSE

XXXX This is house was once officer housing for the Army post, Fort D. A. Russell, outside of Marfa, which was active from 1911 to 1946. It was moved to the current location in Alpine in the 70s and used as a guest house for the home next door. The property was later split and purchased by Sam and Betty Lou Beach who lived here until 2016. The property is now owned by Sam and Betty Lou's granddaughter.

House Rules — No Smoking, No Parties. Please do not rearrange the furniture.

Heating & Cooling — Instructions for the Mini Split remotes is on the next page.

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 dumpster across the street that is available for use.

Parking — There is dedicated parking in the carport and driveway. Do not park on the street.

Pets — The Bach House is pet friendly to responsible pet owners. The gate to the driveway can be shut, making the entire property fenced in. Please pick up pet waste and place it in the metal container outside on the back porch. Please do not allow your pet on the furniture.

GUIDEBOOK

Attractions –

Museum of the Big Bend
MuseumoftheBigBend.com

Hancock Hill Desk Hike
sulorss.edu/page/1077/desk

Mural Tour
visitalpinetx.com

Kokernot Baseball Stadium
visitalpinetx.com

Gas – (* Pro Tip - Fill up before heading south)

Stripe's
700 East Ave E
Alpine, TX 79830

The Triangle
1500 US-90
Alpine, TX 79830

Uncle's
2411 US-90
Alpine, TX 79830

Groceries, ATM –

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

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

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

Stripes
700 East Ave E
Alpine, Texas

Dollar General
105 N 15th St
Alpine, Texas

Family Dollar
203 East Ave E
Alpine, Texas

Dog Park – Kokernot Park off Fighting Buck Avenue.

Events – For updated info on events check with: Chamber of Commerce – www.alpintexas.com;
Big Bend Tourism Council – www.visitbigbend.com; Alpine Avalanche (local newspaper) www.alpineavalanche.com

Laundry – Tumbleweed Laundry, 215 E Holland, Alpine, Texas 79830

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

Souvenirs – Many shops and galleries downtown offer souvenirs, as well as True Value Hardware.

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:

- Strip sheets and pillowcases and place in hamper or laundry room
- Place used towels in laundry room or hamper
- Gather all trash and place in kitchen
- Wash all dirty dishes and clean out coffee pot

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 Oh Hi House 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!



- b. Short Term Rental Special Use Permit for 208 Berkeley Street. Owner of record is Adam & Shatiel Brant.



City Secretary,

I strongly object to a short-term rental at 208 S. Berkley St.

Please add this letter to the public record in the event I am unable to attend the June 15 meeting in person.

I respectfully request that the city council reject the application for a special use permit.

Our quiet residential neighborhood does not need the safety risk, disruption, noise, and traffic that will accompany this business.

A short-term rental right next door will decrease my property's value AND will mean that I cannot use and enjoy my own backyard. The neighboring deck/porch directly overlooks my yard and into my windows. I will no longer be able to have any privacy or sense of safety if different sets of strangers are staying there.

Please do not allow this nuisance to destroy the safety and serenity I have enjoyed while living here.

My husband and I bought the lot in 2010, then five years later began designing and building our house with our own blood, sweat, and tears over a period of 18 months.

Our investment goes far beyond financial. Mark hammered every nail into every piece of wood in our home, all while battling an incurable form of cancer that took his life in January 2020.

I beg you not to disrespect his legacy and my peace of mind by allowing our beautiful neighborhood to be ruined.

Sincerely,

Frances G. Grimes
210 S. Berkley St./Ward 4
Alpine, TX 79830

cc: Interim City Manager Megan Antrim, Ward 4 Council Member Martin Sandate

TRANSIENT/SHORT-TERM RENTAL INSPECTION CHECKLIST

CITY OF ALPINE

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, 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 approved 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 have been received by the city.

Property Address 208 S Berkeley Property Owner Adam Bryant Phone _____

Local Representative Same Phone 352-610-2560

Parking Diagram approved Yes / No

Number of occupants approved Yes / No

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 condition.

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.

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 Building Services.

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 condition.
- ☒ 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 detective material or deterioration.
- ☒ No split, lean, list, or buckle of dwelling walls, partitions or other Vertical supports due to detective material or deterioration.
- ☒ No evidence of decay or damage to exterior stairs or decks.

Inspected by: DAVID HALL FIRE INSPECTOR TCFP

Requires re-inspection _____

Approved ✓ Date: 6/7/2021
Approved _____ Date: _____

City of Alpine Short-Term Rental Special Use Permit Application Checklist

☒ **Application:** Completed Short-Term Rental (STR) Special Use Permit Application

☒ **\$350.00 STR Special Use One Time Permit Fee:** Cash, check, or money order payable to the City of Alpine. The permit application fee is non-refundable.

Method of Payment: check # 350.00

☐ **Fire Inspection Appointment:** The operator will receive a call to schedule

Please complete and submit the following attached documents with your application

1. ☒ **Short-Term Rental Registration Form:** Completed STR Registration Form
2. ☒ **STR Local Representative Certification:** See attachment. Please provide a copy of Driver's License if different from STR owner
3. ☒ **Homeowner's Association Declaration:** See attachment
4. ☒ **Proof of Property Insurance:** Please complete attachment and provide a copy of a property insurance summary that states STR coverage is included and/or complete insurance waiver (See attachment). If operator chooses to opt-out of property insurance a General Release of Liability MUST be signed by the operator.

Please submit the following documents with your application

5. ☒ **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.
6. ☒ **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.
7. ☒ **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
8. ☒ **Driver's License:** Please provide a copy of STR owner's driver's license
9. ☒ **Proof of STR Property Ownership:** Property tax documents, deed, or copy of title (all owners must sign application)
10. ☒ **Info Sheet:** A copy of the informational sheet/brochure that is provided to guests of the STR. Please include:
 - A.) The 24-hour contact information of the STR owner or local representative
 - B.) Neighborhood info such as parking and noise restrictions, trash collection schedules, etc.
 - C.) Emergency and non-emergency telephone numbers for police and fire departments
 - D.) Instructions for obtaining severe weather, natural or man-made disaster alerts.

For Building Services Use Only

Date Submitted: _____ Receipt No: _____

BLD Inspection: _____ Fire Inspection: _____

Approved: _____ Not Approved: _____

City of Alpine, Texas**Short-Term Rental Special Use Permit (STR-SUP) Application**

STR-CUP Application Fee is \$350.00 per property. (non-refundable) Please complete one application per property

STR Type: ☐ Owner Occupied ☒ Single Unit Non-Owner-Occupied ☐ Multi-Unit Non-Owner Occupied**Existing/New Structure:** ☒ Existing Structure ☐ New Construction**PART 1. PROPERTY INFORMATION**

Street address of property

208 S BERKELY, ALPINE, TX 79830

Legal description of property (must provide copy of survey or describe meets and bounds on 8 1/2 x 11 sheet)

Lot S2 of LT4 Block 1 Addition SOUTH OF RR

Square footage of property

928

Number of Bedrooms & Units

2

Size of property lot

6720.00 sq ft

Present zoning district

R4

Proposed use of the property

Short-Term Rental

Zoning ordinance provision requiring a conditional use (This box will be completed by the Building Official)
STR**PART 2. PROPERTY OWNER INFORMATION**

Name of current property owner(s) (Use separate sheet of paper with additional owners' information if necessary)

ADAM & SHATIEL BRANT

Mailing address of property owner (cannot be P.O. Box)

1009 N BIRD ST, ALPINE, TX 79830

City/State/Zip code of property owner

Telephone number of property owner

352 610 2560

Email address of property owner

CONSIDERWHATUDO
@GMAIL.COM**PART 3. DESIGNATED OPERATOR'S INFORMATION**

Name of designated operator

OWNER

Designated operator's physical address (must be located within 30 minutes of STR property)

City/State/Zip code of designated operator

Telephone number of designated operator

Email address of designated operator

PART 4. SUPPORTING DOCUMENTS**Please complete and submit the following attached documents with application**

1. ☒ **STR Local Representative Certification:** Please provide a copy of Driver's License if different from STR owner)
2. ☒ **Homeowner's Association Declaration:** See attachment
3. ☒ **Proof of Property Insurance:** Please complete attachment and provide a copy of a property insurance summary that states STR coverage is included and/or complete General Release of Liability waiver (See attachment)

Please submit the following documents with your application

4. ☒ **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.
5. ☒ **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.
6. ☒ **Parking 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
7. ☒ **Driver's License:** Please provide a copy of STR owner's driver's license
8. ☒ **Proof of STR Property Ownership:** Property tax documents, deed, or copy of title (all owners must sign application)
9. ☒ **Info Sheet:** A copy of the informational sheet/brochure that is provided to guests of the STR. Please include:
 - A.) The 24-hour contact information of the STR owner or local representative
 - B.) Neighborhood info such as parking and noise restrictions, trash collection schedules, etc.
 - C.) Emergency and non-emergency telephone numbers for police and fire departments
 - D.) Instructions for obtaining severe weather, natural or man-made disaster alerts.

Part 5. ADDITIONAL SUPPORTING DOCUMENTS FOR COMERCIAL PROPERTIES ONLY

- ☒ 10. **Illumination Plan**

PART 6. ADDITIONAL SUPPORTING DOCUMENTS FOR NEW CONSTRUCTION ONLY

- ☒ 11. **Site Application Form B:** Application of site plan approval (Section 20, see attached Form "B") The site plan submission shall meet the requirements of Section 20.04 (A)(E) Site Plan Requirements.
12. **Letter:** Submit a letter describing conditional requirements or conditions imposed upon the particular conditional use by applicable district regulations

PART 7. 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 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.

✓ 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.

✓ 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.

PART 7. SIGNATURE TO AUTHORIZE FILING OF A STR-SUP (ALL PROPERTY OWNERS MUST SIGN, SUBMIT AN ADDITIONAL SIGNATURE PAGE IF NECESSARY)

ADAM P. BRANT
Print Property Owners Name

[Signature]
Property Owners Signature

The State Of TEXAS

County Of Brewster

Before Me OSCAR P. JIMENEZ
(Notary)

on this day personally appeared Adam Pierre Brant
(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.

(Seal) Given under my hand and seal of the office this 21st day of May, A.D. 2021



[Signature]
Notary in And for State of Texas

Print

Property Owners 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 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.

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

Notary in And for State of Texas

☒ New ☐ Change

SECTION 3: DESIGNATED OPERATOR <i>If Different than owner</i> OWNER	
Property Manager Name	Primary Telephone Number
Mailing Address	Email Address

stay. I understand that payment of Hotel Occupancy Taxes is payable to the City of Alpine.

Adam Brant ADAM BRANT 5/21/21
Applicant's Signature Printed Name Date

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.

Short-Term Rental Address: 208 S BERKELEY, ALPINE, TX 79830

Property Owner Name: ADAM BRANT

Local Representative:

Name: ADAM BRANT **Telephone:** 352 610 2560

Physical Address: 1009 N BIRD ST **Email:** CONSIDERWHATU DO @GMAIL.COM

Mailing Address:
1009 N BIRD ST, ALPINE, TX 79830

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:** _____

Property Owner's Signature: Adam Brant **Date:** 5/21/21

CITY OF ALPINE
STR HOMEOWNER'S ASSOCIATION DECLARATION

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

(Property Address)

(Managing HOA Representative Signature)

Date: _____

OR

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

208 S BERKLEY, ALPINE, TX 74830

(Property Address)


[Signature]

(STR Owners Signature)

Date: 5/21/21

**CITY OF ALPINE
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

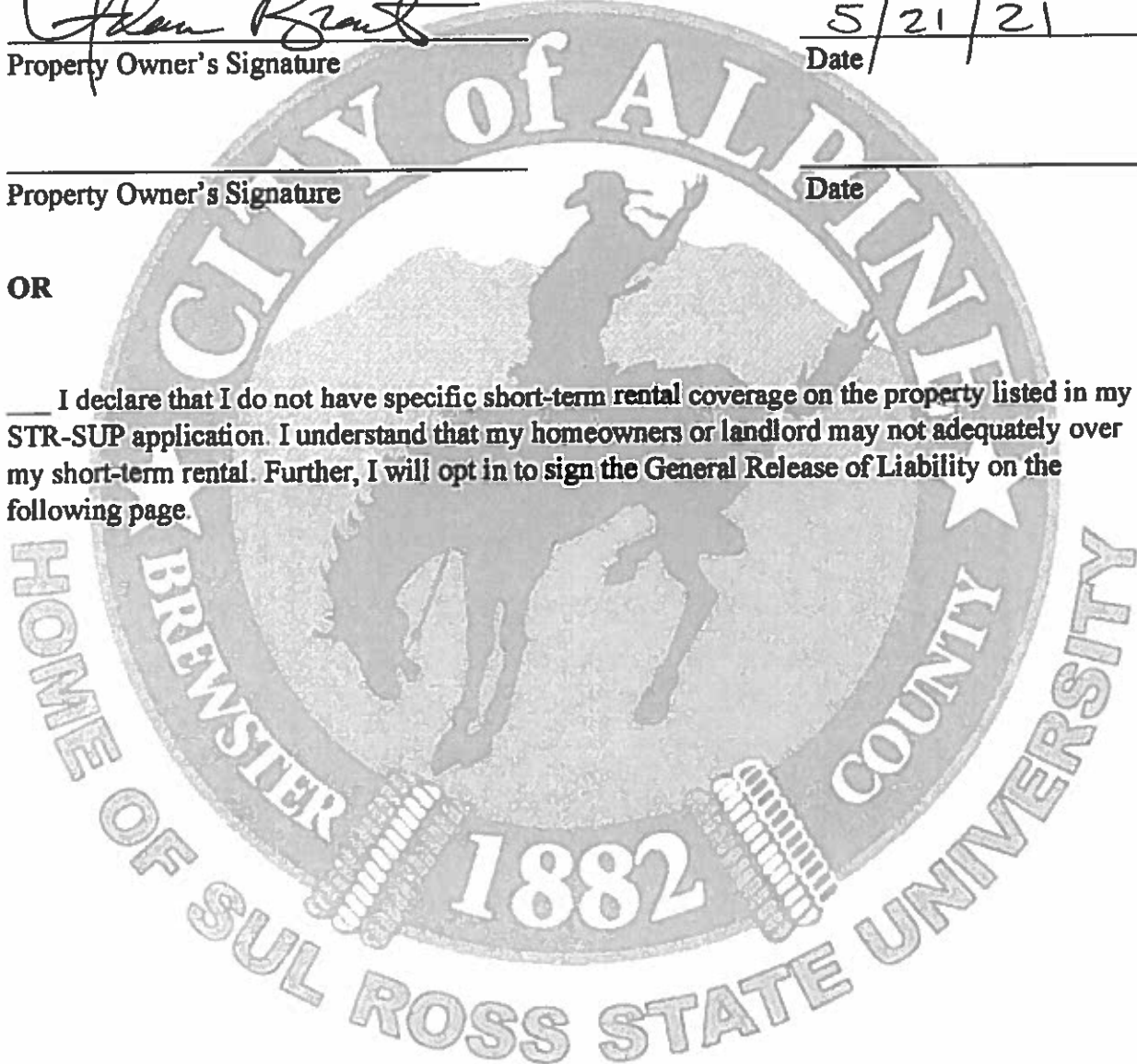
5/21/21
Date

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 may not adequately over my short-term rental. Further, I will opt in to sign the General Release of Liability on the following page.



REDACTED DL

Manufactured Home Application

American Modern Property and Casualty Insurance Company

Policy Period: 05/03/2021 - 05/03/2022

12:01 A.M. Standard Time

Submission Number: 000-822-24-77

Policy Type: Manufactured Home



POLICY INFORMATION

Client Information

Primary Named Insured:

ADAM BRANT

1009 N BIRD ST

ALPINE TX 79830-3205

Applicant's Primary Phone: (352) 610-2560

Social Security Number:

Marital Status:

Date of Birth: 03/**/1987

Gender:

Has the applicant moved in the last 60 days? No

Previous Address:

Agency Information

Contracted Agency: GOOSEHEAD INSURANCE

AGENCY LLC - #013068

Contracted Agency Address:

1500 SOLANA BLVD

BUILDING 4 STE 4500

WESTLAKE TX 76262

Contracted Agency Phone Number: (800) 474-1377

DWELLING INFORMATION

Dwelling #1: 208 S BERKLEY ST. ALPINE TX 79830-6307

Dwelling Details

Occupancy:

Rental

Residence Type:

Manufactured Home

Territory:

2

Protection Class Code:

Dwelling Construction Details

Valuation Type:

Replacement Cost

Year Built:

1998

Attached Structures:

Yes

Finished Living Area (Sq Ft):

924

Style:

Single-wide

Estimated Valuation:

\$65,500

Purchase Date:

05/03/2021

Purchase Price:

\$115,000

Year Roof Replaced:

1998

Make:

Clayton Homes

Model:

Sonoma

Serial Number:

CBH006769TX

Is Unit a Modular Home:

No

Is Unit Tied Down:

Yes

COVERAGE INFORMATION

Dwelling Coverages

Dwelling #1: 208 S BERKLEY ST. ALPINE TX 79830-6307

Coverage

Limit / Description

Premium

Dwelling

\$1407.00

Limit

65,500

Loss Settlement

Replacement Cost

- Excludes

Roof Coverings Fifteen Years Old or Greater

All Other Peril Deductible

1,000

Wind and Hail Deductible Percentage

1%, \$1,000 Minimum, or All Other Peril Deductible, whichever is g

Wind and Hail Deductible

1,000

Other Structures

6,550

\$141.00

Loss Settlement

Replacement Cost

Roof Loss Settlement Option

Replacement Cost Roof 20 Years & Newer

Loss of Use

6,550

Included

Manufactured Home Application

American Modern Property and Casualty Insurance Company

Policy Period: 05/03/2021 - 05/03/2022

12:01 A.M. Standard Time

Submission Number: 000-822-24-77

Policy Type: Manufactured Home



Water Damage Limit	Full	Included
Mold and Remediation - Property	3,500	Included
Premises Liability	300,000	\$50.00
Medical Payments	500 Per person/25,000 Per occurrence	Included
Fire Department Service Charge	500	\$5.00
Mold Exclusion - Premises Liability		Included
Premium		\$1,603.00

POLICY PREMIUM SUMMARY

Total Premium: \$1,603.00
Taxes and Fees: \$0.00
Total Cost: \$1,603.00

Policy Discounts

Claims Free Discount
Paperless Discount
Auto/Home Discount

UNDERWRITING INFORMATION

Policy Underwriting Questions

Does the applicant intend to enroll in paperless policy delivery? : Yes
Will the applicant be paying in full for this policy? (Not eligible if Lienholder billed) : No
Eligible for multi-policy discount? : No
Does the applicant currently have an automobile policy written through your agency? : Yes
Has the applicant had any losses above \$500 in the past 3 years that were not weather, warranty, volcanic action, or earthquake/landslide? : No
Has the applicant had similar insurance declined, cancelled, or non-renewed? : No

Dwelling Underwriting Questions

Dwelling #1: 208 S BERKLEY ST, ALPINE TX 79830-6307

Supported on raised poles or pilings over 6 feet? : No
Condemned? : No
Any water leaks or unrepaired water damage? : No
Any broken or boarded-up windows, or any other unrepaired damage? : No
Currently have working utilities? : Yes
In an area that is prone to or had a prior occurrence of landslide, forest fires, or brush fire? : No
On an island, or within 1,000 feet of a seacoast, bay or sound? : No
Isolated and inaccessible by road? : No
Swimming pool on the premises? : No
Business on the premises? : No
For the length of time the applicant has owned the dwelling, how many days has it gone uninsured? : 0
Under Construction or Major Renovation? : No
Supplemental Heating Source (including wood/pellet burning stove)? : No
Farming conducted on the premises? : No

Manufactured Home Application

American Modern Property and Casualty Insurance Company

Policy Period: 05/03/2021 - 05/03/2022

12:01 A.M. Standard Time

Submission Number: 000-822-24-77

Policy Type: Manufactured Home



PAYMENT INFORMATION

Billing Type: Direct Bill

Billing Method: Recurring Electronic

Billing Contact: ADAM BRANT

Payment Plan:	Down Payment:	Installment:	Installment Fee:	Estimated Total:
Monthly Electronic Pay PI	\$320.60	\$128.24	\$1.00	\$1,613.00

Down Payment

Amount: \$320.60

Notice About Electronic Check Conversion:

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

FRAUD WARNING

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

IMPORTANT NOTICE

In connection with this application for insurance, we may review your claims history or loss experience and may report future claims made by you to a claims history provider.

In connection with this application for insurance, we may review your credit report or obtain or use a credit-based insurance score based on the information contained in that credit report. We may use a third party in connection with the development of your insurance score.

STATE IMPORTANT NOTICE

APPLICANT'S STATEMENT

I affirm that the information provided is true, and to the best of my knowledge that no material information has been withheld. I also confirm that the Coverages and Limits described above are the Coverages and Limits I desire.

Applicant's Signature Adam P Brant Date 5/5/2021

Agent's Name (Please Print) _____

Agent's Signature _____ License No. _____

Adam and Shatiel Brant
1009 N Bird Street
Alpine, Texas 79830
352-610-2560

May 21, 2021

To Whom It May Concern,

The "La Paloma" is our new short term rental property that we are excited to offer those traveling through our region. We are very excited to share the very best of Alpine our guests. This property is near Jackson Field, the farmer's market, the historic downtown area, and HWY 118 for travel to our wonderful resources down in south county.

We consider our neighbors our friends and we will be closely involved in keeping our guests abiding by the rules while they are staying at our property. We have placed very strict rules, no street parking, no pets, no parties, no loud noises. We will make sure our guests know that we are in a family based neighborhood, and we respect our and our neighbors peace and quiet.

We believe our STR property will add value to our neighborhood and community by giving people an option to stay in a private home that is central to the best of Alpine's downtown area. We think it is one of the many great stop over suites available in Alpine on our potential guest's way to Big Bend State Park and Big Bend National Park.

There is plenty of onsite Parking that will be at the front of the house in our rock filled driveway which will not impact street usage, mail delivery, or trash pickup. The front and back porches are a great place to gather after a long day of exploring and enjoy the birds and the cool evening breezes that we enjoy at this property.

Serving in the hospitality field has been a life long commitment for our family and we look forward to keeping that part of our family endeavors. We look forward to fulfilling a dream of ours - to have a short term rental business and thank you for your assistance in this process.

Sincerely,

A handwritten signature in black ink, appearing to read "Adam Brant", with a stylized flourish at the end.

Adam and Shatiel Brant

Floor Plan & Parking



Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number.

WARRANTY DEED WITH VENDOR'S LIEN

Effective Date: April 28, 2021

Grantor: GUADALUPE GONZALES

Grantor's Mailing Address: 1980 Cabell Dr
Alpine, TX 79830-8504
Brewster County, Texas

Grantee: ADAM P. BRANT and SHATIEL A. BRANT

Grantee's Mailing Address: 1009 N. Bird St
Alpine, TX 79830-3206
Brewster County, Texas

Consideration: Cash and a Note of some date that is in the principal amount of [REDACTED], executed by Grantee, and payable to the Grantor or Grantor. The Note is secured by a Vendor's Lien and superior title retained in this Deed, and by a Deed of Trust of even date from Grantee to JOSEPH P. JAMES, Trustee.

Property (including any improvements):

The South One-Half (S/2) of Lot Four (4) and all of Lot Five (5), Block One (1), BERKELEY ADDITION, located in the City of Alpine, Brewster County, Texas, as per a plat on file in Plat Envelope No. 86, Plat Records in the Office of the County Clerk of Brewster County, Texas. Said S/2 of Lot 4 and all of Lot 5 more particularly described in a Plat of the survey attached hereto as Exhibit "A", dated December 28, 2016, and prepared by Steven F. Walker, R.P.L.S. No. 4426, which Exhibit is made a part of this document by reference and incorporated herein for all purposes;

INCLUDING a 1998 Sonoma Model single wide (16' X 66') manufactured home, an improvement that is permanently attached to the Property, Label No. HVC0270239 and Serial No. CBH008769TX.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Subject to Restrictions as shown in Volume 87, Page 306, Deed Records of Brewster County, Texas.

Subject to any unrecorded or prescriptive easement, either public or private, which exists or may be later claimed as existing for construction, maintenance, repair, and/or replacement of the "POWER PHONE" lines crossing the land, as shown on the Plat attached hereto as Exhibit "A".

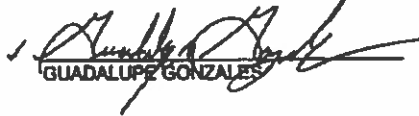
Subject to the liens described as being part of the Consideration; validly existing easements and rights-of-way, whether of record or not; mineral interests outstanding in persons other than Grantor; and taxes for 2021, which have been prorated and adjusted in cash as of the date hereof, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each Note described is fully paid according to its terms, at which time this Deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED by Grantor as of the date first above written.


GUADALUPE GONZALES

(Acknowledgment)

STATE OF TEXAS §
 §
COUNTY OF BREWSTER §

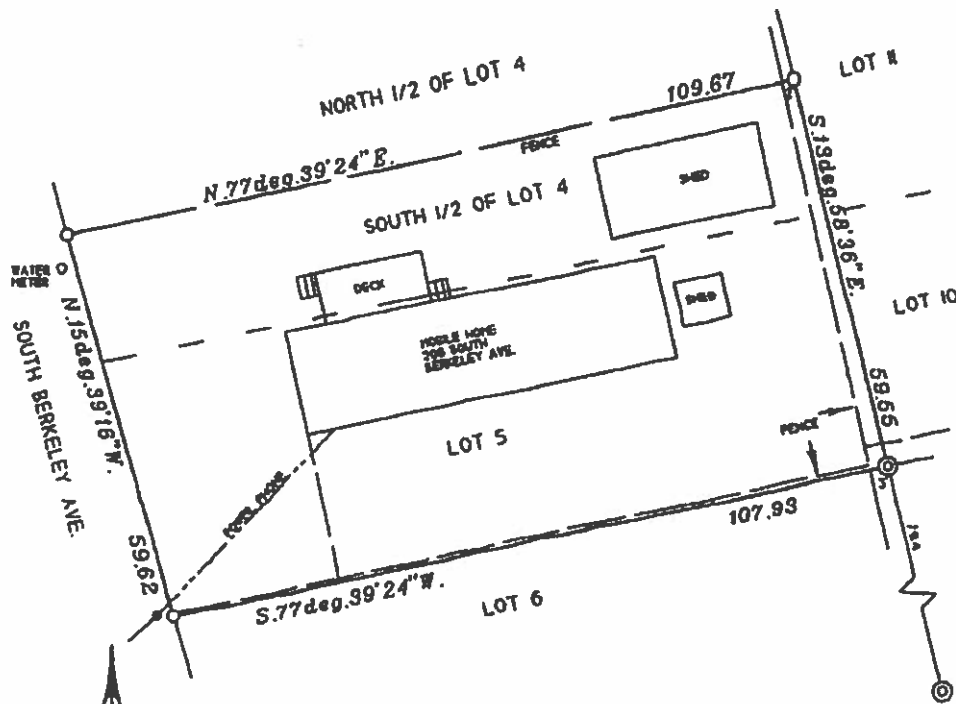
This instrument was acknowledged before me on April 28, 2021, by GUADALUPE GONZALES.




Notary Public, State of Texas

AFTER RECORDING RETURN TO:
BIG BEND TITLE, LLC
P.O. BOX 813
FORT DAVIS, TX 79734
CPW10709-21-B

PREPARED IN THE LAW OFFICE OF:
JOSEPH P. JAMES
ATTORNEY AT LAW
P.O. BOX 2013
FORT DAVIS, TX 79734



SCALE: 1" = 20'

BEARINGS ARE BASED ON THE RECORD BEARINGS BETWEEN A 1/2" IRON ROD FOUND FOR THE SE CORNER OF BLOCK 6 AND A 1/2" IRON ROD FOUND FOR THE SE CORNER OF BLOCK 2 (S.150G.00'E.)

- ⊙ - 1/2" IRON RODS FOUND
- - 1/2" IRON ROD AND CAP MARKED "WALKER 4425" SET

PLAT of a survey of the South half of Lot 4 and all of Lot 5, Block 1, Berkeley Addition to the City of Alpine, as per a plat on file in Envelope #86, Plat Records, in the office of the County Clerk, Brewster County, Texas

ACCORDING TO THE FIRM MAP, COMMUNITY-PANEL NUMBER 480085 0902 B. DATED NOVEMBER 14, 1990, THIS TRACT IS IN ZONE X AREAS OUTSIDE THE 500 YEAR FLOODPLAIN



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: December 28, 2010

WALKER LAND SURVEYING
405 E. Ave. "B"
Alpine, TX
79830
432-837-7272
FIRM NO. 10097800

EXHIBIT A

Doc#: 112649
Pages: 4
04/28/2021 04:36PM
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: 0403 PAGE: 0432



County Clerk, Brewster County, Texas

Welcome to : La Paloma

If you have ANY questions or concerns,
please text or Adam Brant at 352-610-2560.

If between the hours of 10 pm and 7 am,
please call rather than text.

1. **Check-In is at 3 PM.**

2. **Parking:** Parking is directly in the front of the house in the rock area.
Please DO NOT park in the street, or block the dumpster / mailbox area.

3. **Wifi:** The network is La Paloma
Password: BeOurGuest#1

4. **Check-out is at 12 noon.** Please take all your belongings and groceries with you. Place dirty dishes in sink / drying rack (if clean). Strip sheets from beds, and place with dirty towels in a pile on the floor. Take all trash to one of the community trash dumpsters.

5. **Television:** Use Roku remote to turn on TV and access streaming apps / inputs. You'll need to login to your account. Please don't forget to log out of your streaming accounts before you leave. 😊

6. **Thermostat:** You may adjust the mode, Heat or AC on the remote on the wall. Please set to 73 auto on your departure. There is a small extra heater if needed in the garage by the entry door.

7. **Fire extinguishers:** There is a fire extinguisher under the kitchen sink.

8. **First-Aid Kit:** There is a first-aid kit underneath the dish sink.

9. Neighbors/City Regulations: Please be respectful of our neighbors; two of the best things about this home are the wonderful neighbors and neighborhood. **** NO loud music or yelling outside. **** If a neighbor complains, you will forfeit your advance payment, and if the police are called you will forfeit your advance payment and you will vacate the property immediately upon request with NO REFUND for days/nights not yet stayed. In addition, you will be liable for any ticket written by the police.

11. NO VAPING OR ILLEGAL DRUG USE IS PERMITTED ANYWHERE ON THE PROPERTY. NO SMOKING CIGARETTES OR CIGARS INDOORS. If you **must** smoke, do it outside and clean up your butts.

12. Fire/Police Contacts: Call 911 for emergencies.

Fire Department: Non-Emergency: 432.837.2366

Police Department: Non-Emergency: 432.837.3486

13. Other Important Information:

- www.brewstercountytexas.com/hyper-reach/ Sign up at this website for messages regarding situations that affect the safety, property or welfare of the community.



- For information about the condition of roads, go to <https://drivetexas.org>

- c. Short Term Rental Special Use Permit for 115 & 117 N 6th Street. Owner of record is Desert Dame Thirty.

TRANSIENT/SHORT-TERM RENTAL INSPECTION CHECKLIST

CITY OF ALPINE

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, 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 approved 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 have been received by the city.

Property Address 117 N. 6th St Property Owner Sarah Sibley Phone 432-363-4244
Local Representative "Same" Phone " " " "

Parking Diagram approved Yes / No

Number of occupants approved Yes / No

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 condition.

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.

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 Building Services.

Inspected by: DAVID HALE TCFP INSPECTOR

Requires re-inspection _____

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

Structural:

- ☒ Dwelling is equipped with heating facilities in operating condition.
- ☒ All solid fuel burning appliances are installed per applicable codes maintained in safe working condition.
- ☒ 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.

Approved DH Date: 4.1.2021

Approved _____ Date: _____

For Building Services Use Only

Date Submitted: _____ Receipt No: _____
BLD Inspection: _____ Fire Inspection: _____
Approved: _____ Not Approved: _____

City of Alpine, Texas**Short-Term Rental Special Use Permit (STR-SUP) Application**

STR-CUP Application Fee is \$350.00 per property. (non-refundable) Please complete one application per property

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

Existing/New Structure: ☒ Existing Structure ☐ New Construction

PART 1. PROPERTY INFORMATION

Street address of property

115 & 117 N 6th Street, Alpine, Texas 79830

Legal description of property (must provide copy of survey or describe meets and bounds on 8 ½ x 11 sheet)

Lot **Lots 10 and 11** Block **6** Addition **Original Townsite**

Square footage of property

Number of Bedrooms & Units

Size of property lot

117 N 6th - 2,544 sq ft

117 N 6th - 2

117 N 6th - 3,133 sq ft

115 N 6th - 3,498 sq ft

115 N 6th - 2

115 N 6th - 4,920 sq ft

Present zoning district

C

Proposed use of the property
Short-Term Rental

Zoning ordinance provision requiring a conditional use (This box will be completed by the Building Official)
STR

PART 2. PROPERTY OWNER INFORMATION

Name of current property owner(s) (Use separate sheet of paper with additional owners' information if necessary)

Desert Dame Thirty 103, LLC

Mailing address of property owner (cannot be P.O Box)

PO Box 60, Alpine, Texas 79831

City/State/Zip code of property owner

Alpine, Texas 79831

Telephone number of property owner

432-230-2735

Email address of property owner

sarahsibleylaw@gmail.com

PART 3. DESIGNATED OPERATOR'S INFORMATION

Name of designated operator

Assistance by April DBA Bienvenido Big Big Bend

Designated operator's physical address (must be located within 30 minutes of STR property)

117 N 6th Street

City/State/Zip code of designated operator

Alpine, Texas 79831

Telephone number of designated operator

432-386-8296

Email address of designated operator

bienvenidobigbend@gmail.com

PART 4. SUPPORTING DOCUMENTS**Please complete and submit the following attached documents with application**

1. ☒ **STR Local Representative Certification:** Please provide a copy of Driver's License if different from STR owner)
2. ☒ **Homeowner's Association Declaration:** See attachment
3. ☒ **Proof of Property Insurance:** Please complete attachment and provide a copy of a property insurance summary that states STR coverage is included and/or complete General Release of Liability waiver (See attachment)

Please submit the following documents with your application

4. ☒ **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.
5. ☒ **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.
6. ☒ **Parking 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 (see example)
7. ☒ **Driver's License:** Please provide a copy of STR owner's driver's license
8. ☐ **Proof of STR Property Ownership:** Property tax documents, deed, or copy of title (all owners must sign application)
9. ☐ **Info Sheet:** A copy of the informational sheet/brochure that is provided to guests of the STR. Please include:
 - A.) The 24-hour contact information of the STR owner or local representative
 - B.) Neighborhood info such as parking and noise restrictions, trash collection schedules, etc.
 - C.) Emergency and non-emergency telephone numbers for police and fire departments
 - D.) Instructions for obtaining severe weather, natural or man-made disaster alerts.

Part 5. ADDITIONAL SUPPORTING DOCUMENTS FOR COMERCIAL PROPERTIES ONLY

10. ☐ **Illumination Plan** (see attachment)

PART 6. ADDITIONAL SUPPORTING DOCUMENTS FOR NEW CONSTRUCTION ONLY

11. ☐ **Site Application Form B:** Application of site plan approval (Section 20, see attached Form "B") The site plan submission shall meet the requirements of Section 20.04 (A)(E) Site Plan Requirements.
12. ☐ **Letter:** Submit a letter describing conditional requirements or conditions imposed upon the particular conditional use by applicable district regulations

PART 7. 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 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.

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.

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.

PART 7. SIGNATURE TO AUTHORIZE FILING OF A STR-SUP (ALL PROPERTY OWNERS MUST SIGN, SUBMIT AN ADDITIONAL SIGNATURE PAGE IF NECESSARY)

Sarah Sibley Sarah W. Sibley
 Print Property Owners Name Property Owners Signature

The State Of Texas
 County Of Brewster
 Before Me Johanna Wells on this day personally appeared Sarah Sibley
 (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.

(Seal) Given under my hand and seal of the office this 28th day of May, A.D. 2021



Johanna Wells
 Notary in And for State of Texas

Print Property Owners Name Property Owners Signature

The State Of _____
 County Of _____
 Before Me _____ on this day personally appeared _____
 (Notary) (Applicant)

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

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

Notary in And for State of Texas

**CITY OF ALPINE
SHORT TERM RENTAL REGISTRATION**

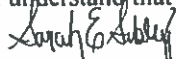
☒ **New** ☐ **Change**

SECTION 1: PROPERTY INFORMATION		
Property Name Alpine Guest Lofts	Street Number 115 & 117	Street Name N 6th Street
LEGAL DESCRIPTION		
Addition, Block, Lot OT, Block 6, Lot 11 S/33' of 11 & E/2 of S/PT of Alley OT, Block 6, Lot 10, 11 S/13.5' of 10 & N/10.5' of 11		Total Number of Units in Building 4

SECTION 2: OWNER INFORMATION <i>Complete at least one listed below</i>		
A. Individual Ownership		
Owner First Name	Owner Last Name	Primary Telephone Number
Mailing Address		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 Desert Dame Thirty 103, LLC		
Contact First Name Sarah	Contact Last Name Sibley	Primary Telephone Number 432-230-2735
Mailing Address PO Box 60, Alpine, Texas 79831		Email Address sarahsibleylaw@gmail.com

SECTION 3: PROPERTY MANAGER <i>If Different than owner</i>		
A. Individual Ownership		
Property Manager Name April McAnally Assistance by April DBA Bienvenido Big Bend		Primary Telephone Number 432-386-8296
Mailing Address PO Box 1235, Alpine, Texas 79831		Email Address bienvenidobigbend@gmail.com

I acknowledge that all information supplied above is true and correct to the best of my knowledge or belief. 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.



Sarah Sibley

05 / 04 / 2021

Applicant's Signature

Printed Name

Date

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.

Short-Term Rental Address: 117 N 6TH ST., ALPINE, TEXAS 79830

Property Owner Name: SARAH SIBLEY OF DESERT DAME THIRTY 103 LLC

Local Representative:

Name: APRIL MCANALLY **Telephone:** 432-386-8296

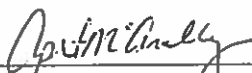
Physical Address: 117 N 6TH ST., ALPINE, TEXAS 79830 **Email:** BIENVENIDOBIGBEND@GMAIL.CO

Mailing Address:
PO BOX 1235, ALPINE, TEXAS 79831

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:** 05/04/2021

Property Owner's Signature:  **Date:** 05 / 04 / 2021

CITY OF ALPINE
STR HOMEOWNER'S ASSOCIATION DECLARATION

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

115 + 117 N 6th Street Alpine, TX 79831
(Property Address)

(Managing HOA Representative Signature)

Date: _____

OR

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

115 and 117 N 6th Street Alpine, TX 79831
(Property Address)

Sarah E. Key
(STR Owners Signature)

Date: 5-28-21



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
GSM Insurors
PO Box 1478
Rockport TX 78381

CONTACT NAME:
PHONE (A/C, No, Ext): 432-837-7419 FAX (A/C, No): 361-729-3817
E-MAIL ADDRESS: info@gsminsurors.com

INSURED
Desert Dame Thirty 103 LLC
Sarah Sibley
PO Box 60
Alpine TX 79831

DESEDAM-01

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Century Surety Company	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1905252110

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW 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 CERTIFICATE 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.

INSR LTR	TYPE OF INSURANCE		ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X	COMMERCIAL GENERAL LIABILITY		CCP934077	11/8/2020	11/8/2021	EACH OCCURRENCE	\$ 1,000,000
		CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG	\$
		OTHER:						\$
		AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
		<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
								\$
		UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/>					EACH OCCURRENCE	\$
		EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>					AGGREGATE	\$
		DED <input type="checkbox"/> RETENTION \$						\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A			E.L. EACH ACCIDENT	\$
		If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Proof

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Handwritten signature



April 15, 2021

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

Dear Geo Calderon and the Alpine City Council,

We are proposing that we use the apartments named Alpine Guest Lofts, located at 117 N 6th Street in Alpine, Texas as a short-rental property. Located behind the Model Cleaners historic building, the four apartment units have been operating in a short term rental capacity for several years. 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.

Visitors to the Alpine Guest Lofts frequently comment on the convenient location and proximity to all the downtown amenities and the private and intimate courtyard. Guests love the ability to walk to all the downtown shops, galleries and restaurants.

The Alpine Guest Lofts are managed by Bienvenido Big Bend as of January 2019. 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

432-386-8296



bienvenidobigbend@gmail.com



Bienvenidobigbend.com

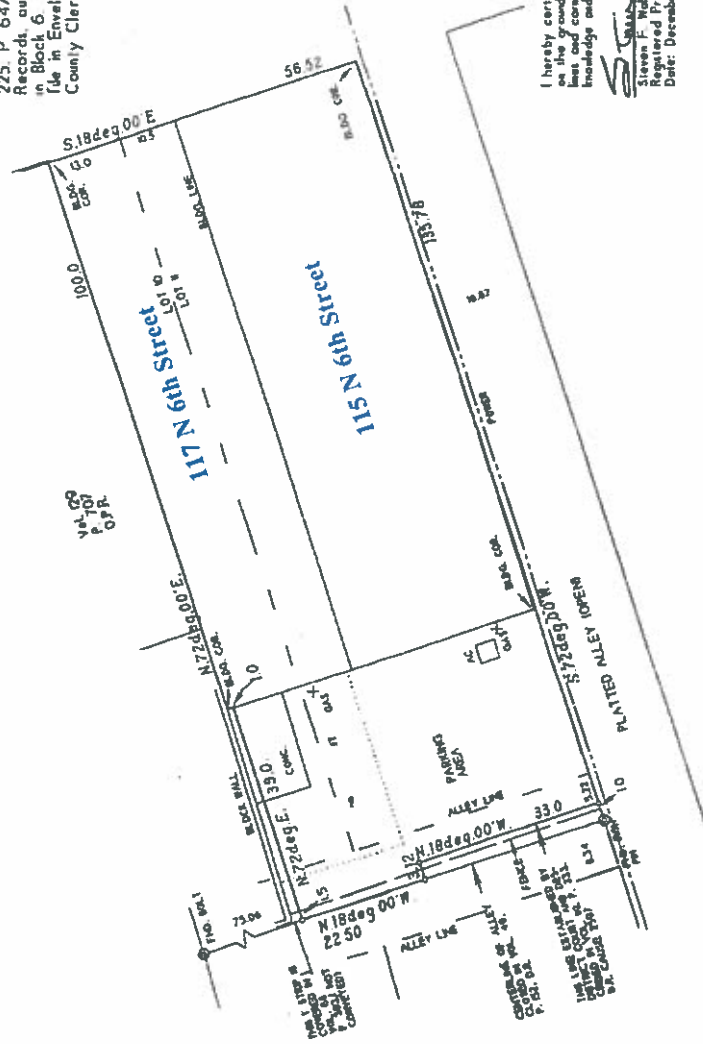


117 N 6th St. Alpine, Texas 79830



Please Note: This is an old survey from 2003. The property lines and building sizes are accurate, but the improvements in the courtyard are out of date.

PLAT of a survey of two tracts of land described in Vol 225, P. 647, Deed Records, and Vol 245, P. 11, Deed Records, out of Lots 10 and 11 and part of a closed alley in Block 6 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



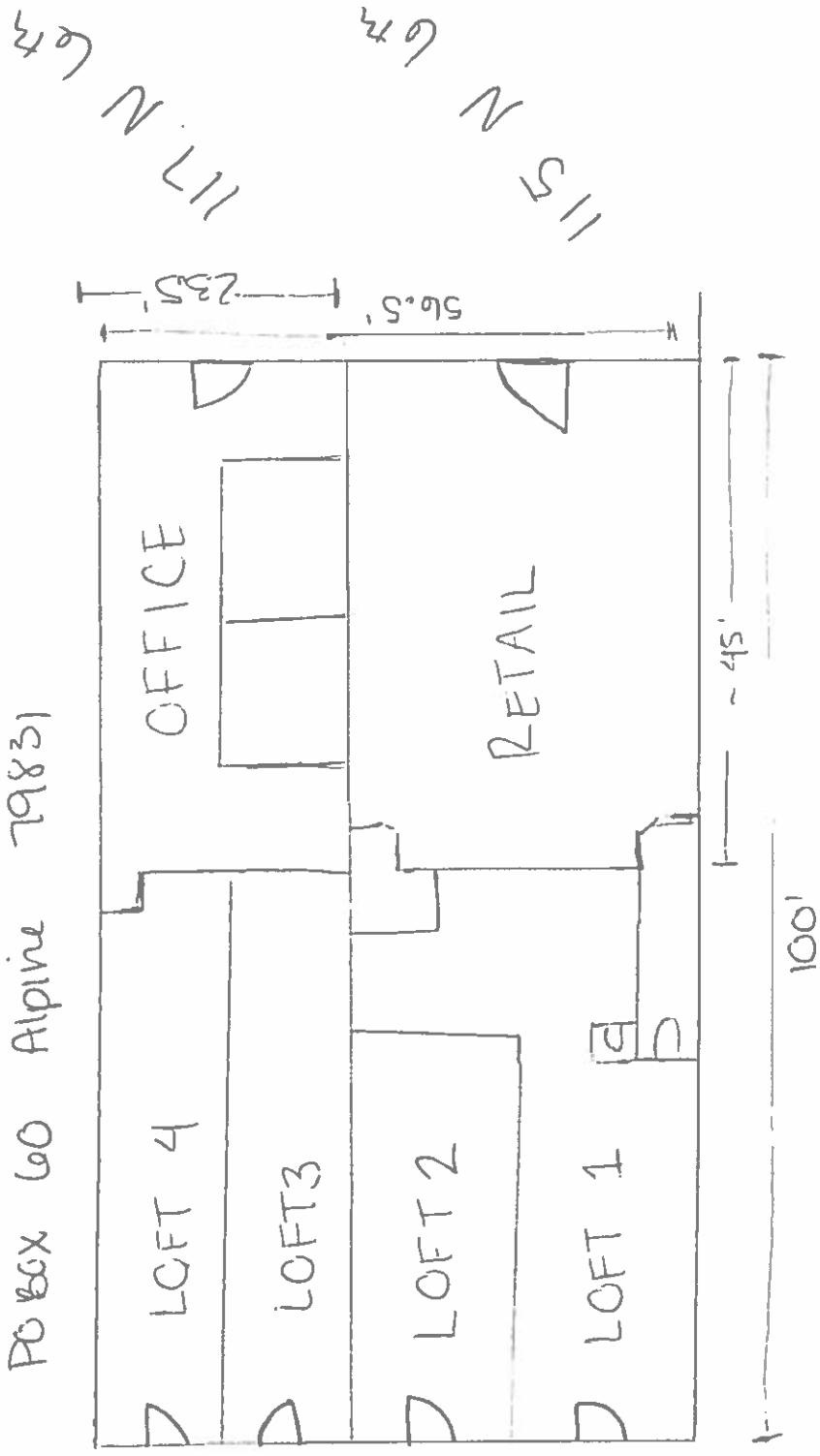
SCALE: 1" = 20'
BEARINGS ARE BASED ON THE CENTERLINE OF THE CLOSED NORTH-SOUTH ALLEY AS INDICATED
N - 1/2" IRON ROD AND CAP MARKED 'WALKER 4425' SET

ACCORDING TO THE FIRM PLAT, CORRECTIONS, MARGINAL ADJUSTMENTS, AND THE FACTS OF THE TRACT AS SHOWN ON THE PLAT, THE FOLLOWING BEARINGS AND DISTANCES WERE DETERMINED:

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

[Signature]
Steven F. Walker
Registered Professional Land Surveyor #4425
Date: December 28, 2003

Desert Dune Thirty 103, LLC
Sarah Sibley
PO Box 60 Alpine 79831



Approximate floor plan of 115 + 117 N 6th



REDACTED DL

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709



**Certificate of Formation
Limited Liability Company**

Filing Fee: \$300

Filed in the Office of the
Secretary of State of Texas
Filing #: 802761767 07/06/2017
Document #: 748749060002
Image Generated Electronically
for Web Filing

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

Desert Dame Thirty 103, LLC

Article 2 - Registered Agent and Registered Office

☐ A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

☒ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

Sarah Sibley

C. The business address of the registered agent and the registered office address is:

Street Address:

123 N 6th Street Alpine TX 79830

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☒ B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

☐ A. The limited liability company is to be managed by managers.

OR

☒ B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Managing Member 1: **Sarah Sibley**

Title: **Managing Member**

Address: **PO Box 60 Alpine TX, USA 79831**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer are set forth below.

Sarah E. Sibley 123 N. 6th Street Alpine, Texas 79830

Effectiveness of Filing

☒ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Sarah E. Sibley

Signature of Organizer

FILING OFFICE COPY



Welcome to Loft 3 at Alpine Guest Lofts!

IN CASE OF EMERGENCY CALL 911

OTHER EMERGENCY NUMBERS

Alpine Police Department – 432.837.3486

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

Host April – 432.386.8296

SEVERE WEATHER ALERTS

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

WIFI CONNECTION INFO

Network Name: courtyard

Password: Loft\$2021

MORE ABOUT ALPINE GUEST LOFTS

House Rules — No Smoking, No Parties.
Please keep pets off furniture.

Please do not rearrange the furniture.
There should be extra linens in the TV cabinet for the futon.

Trash — If you need to remove trash during your stay, there is a dumpster located in the alley. There should be extra trash bags underneath in the trash receptacles.

Parking — There is a small parking lot located directly in front of the lofts with 3 parking spots. Also there is parking along 6th Street and Ave. E.

Attractions —

Museum of the Big Bend
Museumofthebigbend.com

Gage Gardens
gagehotel.com/experience/gage-gardens

Post Park
texasmountaintrail.com

McDonald Observatory
mcdonaldobservatory.org

Balmerhea 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 Rach 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

Dog Park — Kokernot Park off Fighting Buck Ave.

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 — Tumbleweed Laundry, 215 E Holland Ave, Texas 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.)

TV Operation

Watching Dish Network –

1. Make sure the power to the TV and the WALLY box is on.
2. If the DishNetwork does not automatically come on. Use the TV Remote and click the INPUT button. Different choices will come across the middle of the screen in white letters. Use the arrow tabs to choose the WALLY option.
3. Once the DISH NETWORK is on, you can choose GUIDE or the channel arrows on the DISH REMOTE.

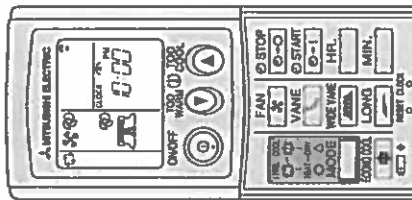
Watching Other Applications (Netflix, Hulu, etc.)

1. Use the TV Remote to choose your preferred app.
2. Click the HOME button to return to the main menu.



I FEEL... AUTO OPERATION

With the "I FEEL..." auto operation mode, the optimum room condition can be set automatically with a one-touch operation.



To start operation:

- Press the **I FEEL...** button.

When the "I FEEL..." mode is selected, the air conditioner is automatically controlled at the optimum temperature.

To stop operation:

- Press the **I FEEL...** button.

If you feel slightly warm:

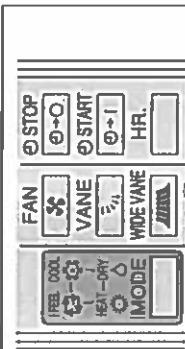
- Press the **DOWN** button to lower the temperature.
One press lowers the temperature by about 1°C.

If you feel slightly cool:

- Press the **UP** button to raise the temperature.
One press raises the temperature by about 1°C.

When "I FEEL..." is not selected, press the **MODE** button until it is set.

Each time the button is pressed, the operation mode is changed in sequence: **I FEEL...** → **COOL** → **DRY** → **HEAT**



Description of "AUTO RESTART FUNCTION"

- These units are equipped with an auto restart function. When the main power is turned on, the air conditioner will start operation automatically in the same mode as the one set with the remote controller before the shutdown of the main power.
- If the unit was set to off with the remote controller before the shutdown of the main power, it will remain stopped even after the main power is turned on.
- If the unit was in the emergency operation before the shutdown of the main power, it will start operation, when main power comes on. In the same mode as the one set with the remote controller before the emergency operation.
- If the unit is operated in "I FEEL..." before power failure, the operation mode (COOL, DRY or HEAT) is not stored in the memory. When the main power is turned on, the unit decides the operation mode by the initial room temperature at restart and starts operation again.

MINI SPLIT INSTRUCTIONS

Description of "I FEEL..." mode

Details of operation

According to the room temperature when the operation starts, the operation mode is automatically set to COOL, DRY or HEAT. However, when operation is started again within 2 hours after it is stopped, the same operation mode before the operation is stopped is selected. The operation mode selected first is not changed even if the room temperature changes. If the operation mode does not match the room condition, select the appropriate operation mode by pressing the **MODE** button.

Details of auto operation

Room temperature when started	Operation mode	Target temperature (initial state)
About 25°C or higher	COOL	About 24°C
About 25°C - 23°C	DRY	—
About 23°C or lower	HEAT	About 26°C

NOTE:

COOL: When the room temperature is 2°C higher than the set temperature, the set temperature may not be changed since the air conditioner is operating to reach the target (set) temperature. In this case, please wait until the room temperature drops to within 2°C of the set temperature and then change the set temperature.

HEAT: When the room temperature is 2°C lower than the set temperature, the set temperature may not be changed since the air conditioner is operating to reach the target (set) temperature. In this case, please wait until the room temperature rises to within 2°C of the set temperature and then change the set temperature.

Details of display on the indoor unit

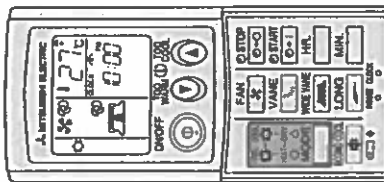
The operation indicator at the right side of the indoor unit indicates the operation state.



Operation indicator lamp

Indication	Operation state	Difference between target temperature and room temperature
	This shows that the air conditioner is operating to reach the target temperature. Please wait until the target temperature is obtained.	About 2°C or more
	This shows that the room temperature is approaching the target temperature.	About 2°C or less
	(In case of outdoor unit MXZ series only) Please refer to information for multi system air conditioner. (Page 7)	—

MANUAL OPERATION (COOL, DRY, HEAT)



To select the COOL, DRY or HEAT/FAN mode:

- 1 Press the **MODE** button.
- 2 Select the operation mode by pressing the **MODE** button.
Each time this button is pressed, the operation mode is changed in sequence:
☉ (I FEEL...) → ☼ (COOL) → ☽ (DRY) → ☿ (HEAT)

To stop operation:

- 1 Press the **STOP** button.
After the operation mode is set once, the operation starts in the same mode as the one set previously from the next time by simply pressing the **STOP** button.

When the set temperature is to be changed:

- Press the **DOWN** button to lower the temperature. One press lowers the temperature by about 1°C.
- Press the **UP** button to raise the temperature. One press raises the temperature by about 1°C.

In HEAT operation

- If the air conditioner absorbs too much heat from the air, it may be overloaded. Following a judgement made by the microprocessor, the fan in the outdoor unit is automatically stopped to protect the air conditioner.
When the outdoor unit's fan is stopped, frost may form on the outdoor unit, but this is not a problem.

In DRY operation

- The temperature control (temperature setting) cannot be done.
- The room temperature is slightly lowered in this operation mode.

The details of the display on the indoor unit are explained on page 6.

NOTE:

When the ambient temperature is too high, the room temperature may not reach the set temperature since the unit operates to cool the room under a high load.

Information for multi system air conditioner (Outdoor unit: MXZ series)

- Multi system air conditioner (Outdoor unit: MXZ series) can connect two or more indoor units with one outdoor unit. According to the capacity, two or more units can operate simultaneously.
- When you try to operate two or more indoor units with one outdoor unit simultaneously, one for the cooling and the other for heating, the operation mode of the indoor unit that operates earlier is selected. The other indoor units that will start the operation later cannot operate, indicating an operation error. (Refer to the table of Operation Indicator lamp on page 6.) In this case, please set all the indoor units to the same operation mode.
- When indoor unit starts the operation while the defrosting of outdoor unit is being done, it takes a few minutes (max. 10 minutes) to blow out the warm air.
- In the heating operation, the indoor unit that does not operate may get warm or the sound of refrigerant flowing may be heard. This is not a malfunction since the refrigerant continuously flows into the indoor unit that does not operate.

Description of "AUTO RESTART FUNCTION"

Refer to page 6.

AIR FLOW VELOCITY AND DIRECTION ADJUSTMENT

AIR FLOW velocity and direction can be selected as required.

To change the AIR FLOW velocity, press the **FAN** button.

- Each time the button is pressed, the fan speed is changed in sequence:
☼ (Low) → ☼ (Med.) → ☼ (High) → ☼ (AUTO)
- Use the **High** notch to cool/heating the room more.
- If the operating sound of the air conditioner disturbs your sleep, use the **Low** notch.

To change the AIR FLOW blowing direction vertically, press the **VANE** button.

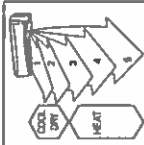
- Each time the button is pressed, the angle of the horizontal vane is changed in sequence: (1) → (2) → (3) → (4) → (5) → (6) (SWING) → (7) (AUTO)

SWING OPERATION

Use the swing operation for the air flow to reach all corners of the room.

Recommended horizontal vane range

- Use the **(AUTO)** position usually.
- Use position (1) or (2) in the COOL or DRY mode and use positions (3) to (5) in the HEAT mode when adjusting to your requirements.



NOTE:

- In the cooling operation, when the air conditioner is operated with setting the horizontal vane to (4) or (5) for 1 hour, the AIR FLOW direction is automatically set to horizontal to prevent condensed water from dripping.
- Adjust the vertical AIR FLOW direction using the remote controller. If the horizontal vane is moved manually, it may cause trouble.
- In the heating operation, if the air flow temperature is too low or when defrosting is being done, the horizontal vane position is set to (1).

Auto air flow direction control operation

When the AUTO mode is selected with the **(AUTO)** button, the position of the horizontal vane is automatically set to correspond to the operation mode for effective operation.

- (1) HEAT: When the air flow temperature is too low, the air is blown out horizontally.
- (2) COOL, DRY: The air is blown out horizontally.

To change the AIR FLOW blowing direction horizontally, press the **HORIZONTAL VANE** button.

Each time the button is pressed, the angle of the VERTICAL VANE is changed in sequence:



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:

- Wash all dirty dishes and clean out coffee pot

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 owner of Alpine Guest Lofts 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!



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

11. Executive Session -

1. Update on pending litigation - Creswell Suit - TML assigned legal counsel (M. Antrim, Interim City Manager)
2. Discuss and consider the appointment of Interim Utilities Director (M. Antrim, Interim City Manager)
3. Discuss and consider Interim City Secretary and Utilities Director Compensation (M. Antrim, Interim City Manager)

NOTICE: The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed on the posted agenda, above, as authorized by the Texas Government Code, Sections 551.071 (consultation with attorney), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices), and 551.086 (economic development.)

12. Action – Executive Session -

1. Action, if any, on pending litigation - Creswell Suit - TML assigned legal counsel (M. Antrim, Interim City Manager)
2. Action, if any, on appointment of Interim Utilities Director (M. Antrim, Interim City Manager)
3. Action, if any, on Interim City Secretary and Interim Utilities Director compensation (M. Antrim, Interim City Manager)

13. Adjournment.