



**City of Alpine**  
**Regular City Council Meeting & Workshop**  
**803 W. Holland Avenue, Alpine, Texas 79830**  
**Tuesday, June 15, 2021 - 3:00 P.M.**

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NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS WILL HOLD A WORKSHOP AT 3:00 P.M. & REGULAR MEETING AT 5:30 P.M. ON TUESDAY, JUNE 15, 2021, AT CITY COUNCIL CHAMBERS AT 803 W. HOLLAND AVENUE AND VIA ZOOM CONFERENCE, IN THE CITY OF ALPINE, TEXAS. **MEETING LOGIN DETAILS MAY BE FOUND AT [WWW.CITYOFALPINE.COM](http://WWW.CITYOFALPINE.COM).** THIS NOTICE IS POSTED PURSUANT TO THE TEXAS OPEN MEETINGS ACT (SECTION 551.043, TEXAS GOVERNMENT CODE).

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. For public comments made by virtual attendance, please email your name to the meeting moderator at [g.calderon@ci.alpine.tx.us](mailto:g.calderon@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 email it to the City Secretary beforehand at [city.secretary@ci.alpine.tx.us](mailto: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.

### **WORKSHOP AGENDA - 3:00 P.M.**

1. **Call to Order and Pledge of Allegiance.**
  2. **Determination of a Quorum and Proof of Notice of Workshop Meeting.**
  3. **Public Comments** - (limited to 3 minutes per person)
  4. **Workshop.**
    - a. Workshop regarding general job descriptions for City Manager & City Secretary
  5. **Adjourn.**
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### **REGULAR CITY COUNCIL MEETING AGENDA - 5:30 P.M.**

1. **Call to Order.**
2. **Determination of a Quorum and Proof of Notice of the Meeting.**
3. **Public Comments** – (limited to 3 minutes per person)
4. **Presentation, Recognitions, and Proclamations** – None
5. **Reports** -

**City Mayor Report** – None

**City Attorney Report** -

- Municipal Court Update
- Rules of Procedure for City Council Meetings
- Open meetings update

**City Manager Report** -

- Employee Acknowledgements
- Life Jacket Donation
- Municipal Court Clerk
- Grant Mania Update
- Summer Heat

**City Staff Update** - None

## **6. Public Hearings -**

- Public Hearing to obtain citizen views and comments on 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.
- Public Hearing to obtain citizen views and comments on Short Term Rental Special Use Permit Applications.

## **7. Consent Agenda – (Minutes, Financial reports, Department written reports, board appointments, etc.)**

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

1. Approval of June 1, 2021 Minutes (M. Antrim, Interim City Manager)
2. Approval of Judy Stokes for the vacant Animal Advisory Board position (J. Stokes, City Council)
3. Approval of Lucy Escovedo for the vacant Ward 5 Parks & Recreation Advisory Board Position (J. Johnson, City Council)

## **8. Information or Discussion items –**

1. Traffic & Speeding problems on West Del Rio (J. Stokes, City Council)
2. Tourism, Upcoming Events, and a possible meeting with Kiwanis, Lions Club, Artwalk, and Viva Big Bend Representatives (J. Stokes, City Council)
3. Donation by Dr. Avinash Rangra for Park Improvements (J. Stokes, City Council)
4. City Zoom meeting guidelines and impacts on open meetings and public attendance (J. Stokes, City Council)

## **9. Action items to be accompanied by a brief statement of facts, including where funds are coming**

**from, if applicable,** (Action items limited to (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.)

1. Discuss, consider, and approve the WTG gas contract, including the relocation of City gates. (M. Antrim, Interim City Manager)
2. Discuss, consider, and approve Resolution 2021-06-06 regarding WTG Gas rates. (M. Antrim, Interim City Manager)
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)
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)
5. Discuss, consider, and approve the proposed City of Alpine Organizational Chart. (M. Antrim, Interim City Manager)
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)
7. Discuss, consider, and approve submitted bid proposal by U Construction on the remodel of the Visitor Center (M. Antrim, Interim City Manager)
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.

**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.**

**CERTIFICATION**

I, Geoffrey R. Calderon, Interim City Secretary, do hereby certify that this notice was posted at City Hall, a place convenient and readily accessible to the general public and to the City's website at [www.cityofalpine.com](http://www.cityofalpine.com) pursuant to Section 551.043, Texas Government Code. The said notice was posted at 2:00 P.M. on June 11, 2021 and remained so posted for at least 72 hours preceding the scheduled time of said meeting. This facility is wheelchair accessible and accessible parking space is available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (432)837-3301, option 1, or email [city.secretary@ci.alpine.tx.us](mailto:city.secretary@ci.alpine.tx.us) for further information.

  
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Geoffrey R. Calderon, Interim City Secretary



**WORKSHOP AGENDA - 3:00 P.M.**

1. **Call to Order and Pledge of Allegiance.**
2. **Determination of a Quorum and Proof of Notice of Workshop Meeting.**
3. **Public Comments** - (limited to 3 minutes per person)
4. **Workshop.**
  - a. Workshop regarding general job descriptions for City Manager & City Secretary
5. **Adjourn.**

- a. Workshop regarding general job descriptions for **City Manager & City Secretary**

### **DIVISION 3. - CITY MANAGER**

#### **Sec. 2-86. - To be appointed.**

The city council shall appoint a city manager who shall be the administrative head of the municipal government under the direction and supervision of the council.

(Code 1978, § 2-18)

#### **Sec. 2-87. - Residence.**

The city manager may or may not be a resident of the city when appointed, but during the term of his office he shall reside in the city.

(Code 1978, § 2-19)

#### **Sec. 2-88. - Tenure.**

The city manager shall be appointed for an indefinite period and shall be subject to discharge at the will of the city council.

(Code 1978, § 2-20)

#### **Sec. 2-89. - Absence or disability.**

During the absence or disability of the city manager, the city council shall designate a properly qualified person to perform the duties of office; however, no member of the city council shall be so designated.

(Code 1978, § 2-21)

#### **Sec. 2-90. - Powers and duties.**

The powers and duties of the city manager shall be:

- (1) To devote all of his working time and attention to the affairs of the city, and be responsible to the city council for the efficient administration of its affairs.
- (2) To see that all laws and ordinances are enforced and that the city's legal authority exists before acting on the city's behalf in any matter that may involve interpretation of any law or that may cause the city to become liable in contract or in tort.
- (3) With the advice and consent of the city council, to appoint and remove all heads of departments. He shall have the power to appoint or remove all subordinate employees, subject to council approval.
- (4) To exercise supervision and control over all departments created by the city council or that may be created by the city council.
- (5) To attend all meetings of the city council with the right to take part in the discussion, but having no vote; and he shall be notified of all special meetings of the city council.
- (6) To see that all terms and conditions imposed in favor of the city and its inhabitants in any public utility franchise are faithfully kept and performed and upon knowledge of any violation thereof to call such violation to the attention of the city council.
- (7) To act as budget officer and as such to prepare and submit to the city council, prior to the beginning of each fiscal year, a budget of proposed expenditures for the ensuing year, showing in as much detail as practicable the estimated amounts required by months for the efficient operation of each department of the city government and the reasons for such estimated expenditures.



- (8) In addition to subsection (7) of this section, the city manager shall make and file a budget as required by state law.
- (9) To make a full written report to the city council as soon after the close of each month's accounts as possible, showing the operation and expenditures of each department for the preceding month, and a comparison of such monthly expenditures, by departments, with the monthly allowances made for such departments in the annual budget, and to keep the city council fully advised at all times as to the financial condition and needs of the city.
- (10) To act as purchasing agent for the city and to purchase all merchandise, material and supplies needed by the city; and he may establish, if needed, a suitable storehouse where such supplies shall be kept and from which such supplies shall be issued as needed; and to adopt such rules and regulations governing requisitions and transaction of business between himself and such purchasing agent and the heads of the departments, officers and employees of the city as the city council may approve. He will maintain and keep an accurate, current inventory of all city property, real, personal or mixed.
- (11) To recommend to the city council the salaries to be paid each appointive officer and subordinate employee of the city; and it shall be the duty of the city council to pass ordinances or resolutions, from time to time, fixing rates of compensation.
- (12) To recommend to the city council, in writing, from time to time, for adoption, such measures as he may deem necessary or expedient.
- (13) To do and perform such other duties as may be prescribed by ordinance or resolution of the city council.

(Code 1978, § 2-22)

#### **Sec. 2-91. - Compensation and bond.**

The city manager shall receive such compensation as the city council establishes as part of an employment contract between the city and the city manager, and the city council may approve the initial contract by resolution and any changes in the actual amount of compensation shall be approved by the city council by resolution.

(Code 1978, § 2-23; Ord. No. 2015-09-01, 9-15-2015)

#### **Sec. 2-92. - Effect on duties of departmental heads.**

All ordinances of the city prescribing the duties of heads of departments shall remain in full force and effect except insofar as they conflict with the provisions of this article in which case the provisions of this article shall govern.

(Code 1978, § 2-24)

#### **Sec. 2-93. - Disclaimer of unlawful delegation.**

Nothing contained in this division shall operate as any attempt on the part of the city to delegate any rights, duties, obligations or authority that it is not authorized by law to so delegate.

(Code 1978, § 2-25)

#### **Sec. 2-94. - Reserved.**

Editor's note— Ord. No. 2013-05-01, § 1, adopted May 21, 2013, repealed former § 2-94 in its entirety which pertained to public information requests and derived from Ord. No. 2005-5-15, adopted June 6, 2005.

#### **Secs. 2-95—2-115. - Reserved.**

## **Section 4.02 Duties of the City Manager**

The City Manager shall:

(A) with the advice and consent of the Council, appoint and remove all department heads of the City, except as otherwise provided in this Charter or by ordinance;

(B) attend all meetings of the Council, taking part in discussion, but having no vote.

(C) see that all laws, provisions of this Charter, and acts of the Council, subject to enforcement by the Manager or by officers subject to his or her direction and supervision, are faithfully executed;

(D) prepare and submit the annual budget and capital program to the Council;

(E) submit to the Council and make available to the public a complete report on the finances and administrative activities of the City as of the end of each fiscal year;

(F) keep the Council fully advised as to the financial condition and future needs of the City and make such recommendations to the Council concerning the affairs of the City.

(G) make such other reports as the Council may require concerning the operations of the City departments, offices, and agencies subject to his or her direction and supervision; and

(H) perform such other duties as are specified in the Charter or may be required by the Council or the laws of the State of Texas.

# City Manager

**Department:** Admin

**Compensation** Negotiated

**Division:** All

**Supervisor:** City Council

**Salary:** N/A

**Status:** Contract

**Education and Experience:** A Bachelor's in Business, Political Science or related field required. A Master's in Public Administration preferred. Additional experience and education requirements determined by the City Council.

**Licenses and Certificates:** Class C Texas Driver's License required. Additional licenses and certifications determined by the City Council.

## General Purpose

The City Manager is the Chief Administrative Officer for the city, providing executive leadership and representation on all matters concerning city government. The duties and responsibilities of the City Manager are determined by the City Council in compliance with the City Charter and state statutes. Responsible for planning, directing, managing, and reviewing all activities and operations of the city; coordinates programs, services, and activities among city departments and outside agencies; ensures the financial integrity of the municipal organization; represents the city's interests; provides highly responsible and complex policy advice and administrative support to the Mayor and City Council.

## Typical Duties

- Comprehensive analyses of a wide range of municipal policies; prepare policy and procedural proposals for review and adoption by the City Council.
- Attend all City Council meetings and workshops.
- Oversee the preparation of meeting agendas and supporting materials; present recommendations to council; and respond to questions and direction from City Council.
- Direct/Oversee/Monitor the development and administration of the City's budget; directs the forecast of funds needed for staffing, equipment, materials, and supplies; controls expenditures; and keeps the City Council fully informed on matters related to the financial condition of the city.
- Authorize and oversee the administration of grant proposals ensuring all requirements for funding and operations can be met within City policies.
- Execute deeds, deeds of trust, easements, releases, contracts and other instruments binding the City to financial obligations.
- Responds to and resolves sensitive inquiries and complaints from both internal and external sources.
- Responsible for the full range of supervisory activities including selection, training, evaluation, counseling, and termination.
- Develop and maintain positive working relations with other local governments and state/federal agencies.
- Develop and implement capital improvement and strategic plans for a wide range of municipal activities.
- Research, analyze, and make recommendations for cost effective improvements in City operations.

# **City Manager**

**Department: Admin**

**Compensation Negotiated**

**Division: All**

**Supervisor: City Council**

**Salary: N/A**

**Status: Contract**

- Work with department heads to design, evaluate and administer departmental programs and services.
- Member of Emergency Management Team required to remain within the City in the event of disaster or Act of God.
- Assists with city functions and performs other duties as required or necessary.

## **Knowledge, Skills, and Abilities**

- Knowledge of modern and highly complex principles and practices of municipal administration and organization in order to effectively formulate and implement strategic planning initiatives.
- Knowledge of principles and practices of municipal finance, budget preparation, and administration.
- Knowledge of current social, political, and economic trends and operating problems of municipal government.
- Knowledge of organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs.
- Ability to identify and respond to the public and City Council issues and concerns.
- Ability to analyze problems, provide alternatives, identify solutions in support of established goals, project consequences of proposed actions, and implement recommendations.
- Application of good knowledge of city, state, or federal regulations and City ordinances, rules, regulations and standards.
- Ability to interpret and apply Federal, State, and local policy, procedure, law, and regulation.
- Application of good knowledge of research methods.
- Proven experience in developing and leading teams of people to accomplish City tasks, setting goals and objectives, work organization, delegation and employee supervision.
- Knowledge of municipal bonds (general obligation, certificates of obligation, and revenue, ect.).
- Knowledge of local government purchasing laws and practices.
- Ability to work with and coordinate between multiple agency and different governmental structures to meet goals and objectives.
- Ability to read, analyze, and interpret reports and documents
- Application of good knowledge of City Charter and Ordinances.
- Knowledge of document retention and records management; knowledge of secretarial and administrative practices.
- Application of good knowledge of rules and regulations of the Texas Open Records Law.
- Application of good knowledge of rules and regulations of the Texas Open Meeting Law.
- Principles, practices, methods and techniques of official record maintenance and retention.
- Principles and practices of recording and filing city financial records.
- Execute oral and written instructions.
- Prepare clear, concise oral and written communication.
- Ability to establish and maintain cooperative working relationships with City Council, government officials, community groups, and the general public and media representatives.
- Skill in resolving problems or situations requiring the exercise of good judgment.

## **Other Job Characteristics**

- Exposure to irate members of the public.

# City Manager

Department: Admin

Compensation Negotiated

Division: All

Supervisor: City Council

Salary: N/A

Status: Contract

- Requires flexible time management.
- Regular travel for training.
- Operation of a motor vehicle through City traffic.

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

## ACKNOWLEDGEMENT

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

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Employee Signature & Date

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Employee's Printed Name

POP- 5496

## **City Manager**

**Reports to:** City Council

### **Job Summary**

Responsible to the City Council for the proper administration and operation of all the affairs of the City.

### **Primary Duties**

1. Ensure that all State Laws and City Ordinances are effectively enforced.
2. Except as prohibited by the City Charter, shall appoint, suspend or remove all employees of the City.
3. Attend all meetings of the City Council except when excused by Council.
4. Prepare the budget annually and submit it to the City Council and is responsible for its administration after its adoption.
5. Prepare and submit to the City Council at the end of the fiscal year a complete report on the finances of the City for the preceding year.
6. Keep the City Council advised of the financial condition and future needs of the City and makes such recommendations as may seem to him advisable.
7. Perform such other duties as may be prescribed by the City Charter or required of him by the City Council, as consistent with the Charter.

### **Physical Requirements**

1. Fingers, hands and arms dexterity; eye-hand coordination; good hearing and vision
2. Moderate lifting; moving of office materials and equipment
3. Sitting, stooping, bending, walking, carrying and twisting associated with an office environment

### **Qualifications**

1. Bachelor's Degree
2. Two years experience as a City Manager, Assistant City Manager, or Administrative Assistant
3. City approved supervisory training



pop. 8374  
Alamo Heights

## CITY MANAGER

**EXEMPT STATUS:** Exempt

**SALARY RANGE:** Commensurate

**POSITION REPORTS TO:** Mayor and City Council

with experience

### **JOB SUMMARY:**

Under policy direction from City Council, is responsible for planning, directing, managing, and reviewing all the administrative activities and operations of the City; coordinates programs, services, and activities among City departments and with outside agencies; ensures the financial integrity of the municipal organization; represents the City's interest to the general public, other agencies, levels of government, and other outside interests; and provides highly responsible and complex policy advice and administrative support to the Mayor and City Council. Exercises direct supervision over management, professional, and clerical staff.

### **ESSENTIAL JOB FUNCTIONS:**

- Assumes full management responsibility for all City services and activities; formulates, implements, and administers policies and procedures.
- Directs and manages the development and implementation of City goals, objectives, policies, and priorities for each service area; establishes appropriate service and staffing levels; and allocates resources accordingly.
- Monitors and evaluates the efficiency and effectiveness of City service delivery methods and procedures; assesses and monitors workload, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement; and directs the implementation of changes.
- Represents the City to elected and appointed officials of County, State and Federal government, and outside agencies; explains and justifies, City programs, policies, and activities; negotiates and resolves sensitive, significant, and controversial issues.
- Plans, directs, and manages the City's annual work plan; meets with management staff to identify and resolve problems; assigns projects and programmatic areas of responsibility; and reviews and evaluates program goals and objectives.
- Provides highly responsible policy analysis and administrative staff assistance to the Mayor and City Council; and directs specific and comprehensive analyses of a wide range of municipal policies.
- Coordinates municipal services and activities and presents staff reports and other related correspondence.
- Attends City Council meetings and workshops; directs and oversees the preparation of meeting agendas and supporting materials; presents staff recommendations; and responds to questions and direction from the City Council.
- Directs, oversees, and participates in the development and administration of the City's budget; directs the forecast of funds needed for staffing, equipment, materials, and supplies; controls expenditures; implements mid-year adjustments; and keeps the City Council fully informed on matters related to the City's financial condition.
- Negotiates contracts and solutions involving a variety of administrative, fiscal, and special projects; and analyzes and prepares recommendations on special requests.

Updated 12/2018

- Selects, trains, motivates, and evaluates all senior management personnel; works with staff to correct performance deficiencies; and implements discipline and termination procedures as necessary.
- Participates on a variety of community boards and committees; attends and participates in professional groups and committees; and stays abreast of new trends and innovations in the field of municipal administration.
- Administers municipal programs and services; plans, organizes, and directs activities which support the goals and objectives of the City; and establishes and implements administrative and operating policies and procedures.
- Responds to and resolves sensitive inquiries and complaints from both internal and external sources.
- Performs related duties and fulfills responsibilities as required.

### **OTHER DUTIES**

Please note that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

### **EDUCATION AND EXPERIENCE:**

- Bachelor's Degree from an accredited college or university with major coursework in a related field required
- Master's Degree from an accredited college or university with major coursework in Business Administration, Public Administration, or a related field desired
- Ten (10) years of increasingly responsible managerial and administrative experience in a municipal government
- Substitution Ratio: Equivalent combination of education and experience.

### **KNOWLEDGE, SKILLS AND ABILITIES:**

- Knowledge of modern and highly complex principles and practices of municipal administration and organization.
- Knowledge of principles and practices of municipal finance and budget preparation and administration.
- Knowledge of current social, political, and economic trends and operating problems of municipal government.
- Knowledge of organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs.
- Knowledge of principles of personnel management, including supervision, training, and performance evaluation.
- Knowledge of research and reporting methods, techniques, and procedures.
- Knowledge of sources of information related to municipal programs, services, and administration.
- Ability to provide effective leadership and coordinate the activities of a municipal organization.
- Ability to effectively administer a variety of City-wide programs and administrative activities.
- Ability to identify and respond to the public and City Council issues and concerns.
- Ability to interpret and apply Federal, State, and local policies, procedures, laws, and regulations.
- Ability to analyze problems, provide alternatives, identify solution in support of established goals, project consequences of proposed actions, and implement recommendations.
- Ability to gain cooperation through discussion and persuasion.
- Ability to select, supervise, train, and evaluate assigned staff.
- Ability to prepare and administer municipal budgets and allocate limited resources in a cost effective manner.
- Ability to evaluate and develop improvements in operations, procedures, policies, or methods.
- Ability to prepare clear and concise reports and develop appropriate recommendations.

Updated 12/2018



- Ability to communicate clearly and effectively, both verbally and in writing.
- Ability to establish and maintain cooperative working relationships with those contacted in the course of work, including City and other government officials, community groups, the general public, and media representatives.

#### **LICENSES OR CERTIFICATES:**

- Valid driver license

#### **PHYSICAL DEMANDS AND WORKING CONDITIONS:**

- Ability to lift up to 20 lbs
- Visual acuity, speech and hearing; hand/eye coordination and manual dexterity necessary to operate computer keyboard and basic office equipment
- Subject to sitting and standing to perform the essential functions
- Must be able to pass a drug and/or alcohol screen
- Working conditions are in an office environment

This class specification is not an employment agreement or contract. Management has the exclusive right to alter this class specification at any time without notice.

#### **SIGNATURES**

This job description has been approved by all levels of management:

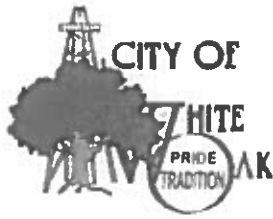
Department Head/Manager \_\_\_\_\_

Human Resources \_\_\_\_\_

Employee signature below constitutes employee's understanding of the requirements, essential functions and duties of the position.

Employee \_\_\_\_\_ Date \_\_\_\_\_

pop. 6331



CLASSIFICATION: EXEMPT

# **CITY COORDINATOR/ECONOMIC DEVELOPMENT DIRECTOR**

## **Job Description**

Revision date 2/2020

### **SUMMARY:**

Assist the mayor in the day to day operation of city business. Responsible to the Mayor and City Council for the proper administration of all city affairs. Provide executive leadership to various boards and commissions, including but not limited to White Oak Economic Development Corporation, White Oak Planning and Zoning Commission, White Oak Board of Adjustments.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

Research and gather information as directed by the Mayor or City Council. Establish personnel policies and uniform city guidelines. Handle citizen's complaints and problems in a courteous and fair manner. Keep the City Council informed about city activities, progress, and problems that may require City Council action or attention. Make day to day administrative decisions in the absence of the Mayor. Assist in identifying and planning long range and short-range projects to meet the growing need for city services. Meet with business and industrial prospects, review zoning and development applications for compliance and present requests to prospective boards for consideration. Adhere to and enforce city ordinances, state and federal laws and other regulations. Establish and maintain effective working relationship with other cities, elected officials, the general public and fellow employees. Review city contracts on an annual basis. Attend meetings of the City Council, White Oak Economic Development Board, Planning and Zoning Commission and White Oak Board of Adjustments. Perform other tasks as required by the City Charter, the Mayor or City Council.

### **SUPERVISORY RESPONSIBILITIES:**

Supervise all city employees including department heads. Conduct hiring and disciplinary duties. Ability to plan, organize and evaluate the activities of others.

### **PHYSICAL DEMANDS:**

Work is performed in a standard office environment and occasionally in the field. Subject to sitting for extended periods of time, standing, walking, bending, reaching, kneeling, driving, interacting with citizens, business prospects and other officials. Ability to lift objects up to 25 pounds.

**CITY COORDINATOR/ECONOMIC DEVELOPMENT DIRECTOR  
JOB DESCRIPTION**

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**REQUIRED EDUCATION, DEGREES, CERTIFICATES/OR LICENSES:**

**Bachelor's Degree in Public Administration or Business Administration and five years progressive management experience or an equivalent combination of education and experience resulting in adequate proficiency levels of the above listed responsibilities.**

**Certified Public Manager certification preferred.**

**Possess a valid Texas drivers' license.**

C

## CITY MANAGER

City of Lamesa Lamesa, Texas, United States

14 days ago



### Description

Serves as the chief administrative officer of the City. Plans, organizes, integrates fiscal controls, directs, administers, reviews and evaluates the activities, operations, programs and services of the City. Ensures that all laws and City Ordinances are enforced, and performs related duties as assigned by the City Council.

### Requirements

Bachelor's Degree preferred a Master's Degree and a Certified Public Management Certification (CPM) is required with a strong background in Administrative Management, Finance and Municipal laws. A minimum three years' experience in City Management or as an Assistant Manager is required. Experience with a \$10 - \$12 million dollar budget

Must be able to establish and maintain effective working relationships with employees, City officials, the public and the media

### Essential Job Functions:

- Excellent financial management and budgeting experience- striving for economic growth and generating revenue
- Plans, organizes, controls, integrates and evaluates the work of all City departments
- Ability to develop and implement a strategic plan
- Keeps the Council apprised of legislative, regulatory and policy issues impacting the City
- Provide positive relationships with other governmental entities and local organizations
- Experience of municipal water/wastewater enterprise system, including Solid Waste operations
- Strong leadership in managing City personnel with proper work ethics
- Excellent communicator with ability to effectively negotiate and work well with council and the community
- Some municipal airport operations experience
- Appoints department heads and staffs as provided by City Charter or local ordinances
- Supervises activities of departments performing functions of law enforcement, fire suppression, maintenance of public health, construction of public works, and purchase of supplies and equipment
- Prepares annual budget and submits a preliminary estimate to City Council for approval
- Prepares grant applications, making sure that applications focus on the conditions, restrictions and goals sponsoring the City
- Experience in planning and administering a \$10 - \$12 million dollar City budget
- Administers project grants, contracts and RFPs to ensure that operations conform to the terms of the agreement, and that maximum efficiency is achieved
- Monitors financial administration of grants to ensure that proper documentation is submitted for expenditures and that request for funds are made within time limitations specified
- Assures that assigned areas of responsibility are performed within budget; performs costs control activities; monitors revenues and expenditures in assigned area to assure sound fiscal control; prepares annual budget requests; assures effective and efficient use of budgeted funds; personnel, materials, facilities, and time
- Provides professional advice to the City Council and Department Heads, makes presentations to council, boards, commissions, civic groups and the general public
- Plans for future development of the city areas to provide for population growth and expansion of public services. Recommends zoning regulation controlling location and development of residential and commercial areas
- Assist City Secretary in preparing City Council agenda

### Job Information

Job ID: 56969337

#### Location:

Lamesa, Texas, United States

LAMESA, Texas, United States

Position Title: CITY MANAGER

Company Name: City of Lamesa

Job Function: City Administrator/City Manager

Job Type: Full-Time

Job Duration: Indefinite

Min Education: BA/BS Undergraduate

Min Experience: 3-5 Years

Required Travel: 10-25%



**Chief Building Inspector / Co...**  
City of Lamesa  
LAMESA, TX, United States



**Maintenance Helper**  
City of Tahoka  
Tahoka, TX, United States



**Municipa**  
City of Tal  
Tahoka, T;

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## City Manager

City of Carrizo Springs Carrizo Springs, Texas, United States

20 days ago



### Description

The City of Carrizo Springs is presently accepting resumes for the position of City Manager.

The City of Carrizo Springs is a home rule council-manager city in the heart of the Southwest Texas Winter Garden. The city of 6,000 is supported by farming, ranching, and oil and gas exploration and production, including the Eagle Ford Shale. The city is the county seat of Dimmit County with excellent schools, an independently run hospital, doctors and dentists, banks, restaurants and other business. 80 miles north of Laredo, 120 miles southwest of San Antonio.

The city employs approximately 50 people with departments to support water, sewer and gas services, street maintenance, code enforcement, city marshal, city-owned landfill, parks. Professional staff includes Finance Director, Public Works Director, Human Resources Specialist, City Clerk, IT support. The 2019-2020 budget is \$9.2 million.

The city recently completed a new wastewater treatment plant, civic center renovation, and is expanding and improving city parks. Our next challenges include replacing old and inadequate water mains and lines, rainwater drainage projects, paving streets and other infrastructure projects. The new city manager should have experience in effectively funding and managing these types of projects.

### City Charter 4.02, The City Manager: powers and duties.

The City Manager shall be the chief executive officer and the head of the administrative branch of the city government. He or she shall be responsible to the Council for the proper administration of all affairs of the city and to that end, he or she shall have power and be required to

- Appoint and, when necessary for the good of the service, remove all officers and employees of the city except as otherwise provided by this Charter and except as he or she may authorize the head of a department to appoint and remove subordinates in such department.
- Prepare the budget annually and submit it to the Council and be responsible for its administration after adoption.
- Prepare and submit to the Council as of the end of the fiscal year a complete report on the finances and administrative activities of the city for the preceding year.
- Keep the Council advised of the financial condition and future needs of the city and make such recommendations as may seem to him or her desirable.
- Establish divisions with administrative departments for the purpose of efficient operations.
- Perform such other duties as may be prescribed by this Charter or required of him or her by the Council not inconsistent with this Charter.

Salary is up to \$80,000 depending on education and experience with excellent benefits package. Housing is available if required.

### Requirements

College degree is required.

3+ years in public administration preferred

Master's degree in public administration preferred

### Job Information

Job ID: 56903993

### Location:

Carrizo Springs, Texas, United States

Position Title: City Manager

Company Name: City of Carrizo Springs

Job Function: City Administrator/City Manager

Job Type: Full-Time

Job Duration: Indefinite

Min Education: Master's Degree

Min Experience: 3-5 Years

Required Travel: 25-50%



[City Clerk](#)

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City of Laredo  
Laredo, TX, United States



**Engineering Manager**  
City of Laredo  
Laredo, TX, United States



**C**

**Planner I**  
City of Ho  
Hondo, TX

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C

## City Manager

City of Post TexasPOST, Texas, United States

16 days ago



### Description

#### DESCRIPTION

The Mayor and City Council for the City of Post are seeking applicants for the position of City Manager, a full-time exempt position. The City Manager will be accountable to the Mayor and City Council for the satisfactory performance of the duties assigned by ordinance, resolution, Mayor and Council directive, Federal and State law. Applicants for the position should possess the education, level of experience and working knowledge that will provide the highest standard of leadership possible so as to help move the City forward in an open and transparent method and manage the day-to-day operations of all municipal functions of the City.

#### DUTIES, JOB RESPONSIBILITIES & CHARACTERISTICS

- Devotes all of their working time and attention to the affairs of the City.
- Communicates and works well with the public, employees and City Council.
- Is responsible to the City Council for the efficient administration of the City's affairs.
- Appoints and removes, in his or her sole discretion, all City employees except those appointed by City Council as provided for in the City of Post Code of Ordinances.
- Organizes all City work operations.
- Exercises supervision and control over all departments created by the City Council.
- Performs any other duties as may be prescribed by ordinance, resolution or as directed by the City Council or that may be proper for the efficient administration of the City's affairs.
- Attends all meetings of the City Council and takes part in discussions, making recommendations to the City Council when appropriate.
- Keeps the City Council fully advised as to the financial condition and needs of the City.
- Executes contracts on behalf of the City when authorized by ordinance, resolution or City Council action.
- Ability to maintain and build excellent working relationships between the City of Post and Garza County, Development Corporation of Post, Post Chamber of Commerce, Post Independent School District, Post Hospital District, Federal and State agencies as well as Federal and State elected officials and the local business community.

#### FINANCIAL RESPONSIBILITIES

- Prepare and submit an annual budget to City Council for adoption and assures the City operates within the adopted budget.
- Ensure a clean audit at the end of each fiscal year.
- Ensure that all accounts of revenues and disbursements are properly booked and accounted for.
- Prepare, at least monthly, reports and statements to present to the City Council indicating the financial status and cash position of the City.
- Maintain oversight of all financial transactions including billing and payroll.
- Seek out and apply for alternate funding sources such as grant and loans.
- Supervision and control over all City purchases in accordance with budget and Council

### Job Information

Job ID: 56944701

#### Location:

POST Texas United States  
POST Texas United States

Position Title: City Manager

Company Name: City of Post Texas

Job Function: City Administrator/City Manager

Entry Level: Yes

Job Type: Full Time

Job Duration: Indefinite

Min Education: H S Diploma/Equivalent

Min Experience: 3-5 Years

Required Travel: 0-10%



## Requirements

### REQUIREMENTS

- Being a Certified Public Manager and or a Credentialed Manager is desired but not required.
- Three to five years of progressively responsible positions in public administration.
- Knowledge of fiscal functions and practices of municipal governments.
- Experience and oversight of procedures and processes in governmental accounting, finance, budget preparation and administration, treasury functions, purchasing, tax, water and sewer customer service, municipal operations, and data processing.
- Effective written and verbal communications skills.

The Mayor and City Council of the City of Post reserve the right to choose whom they deem to be the most qualified candidate to fill the open position of City Manager based upon abilities and characteristics they feel will most fit the needs of the City and the citizens of Post. The salary range is depending on qualifications with benefits to be provided as is provided to all other City employees. This position shall remain open until filled.

Submit your application, background check authorization, and resume along with a cover letter addressed to the Mayor and City Council, to the attention of Meg Nelson, Interim City Manager/Administrator, 105 East Main, Post, Texas 79356. Failure to provide the required employment application and authorization for the background check may result in your disqualification for consideration as a candidate for the open position of City Manager for the City of Post.

#### Equal Opportunity Employer Statement

The City of Post, Texas is an equal opportunity employer that is committed to diversity and inclusion in the workplace. We prohibit discrimination and harassment of any kind based on race, color, sex, religion, sexual orientation, national origin, disability, genetic information, pregnancy, or other protected characteristic as outlined by Federal, State, or local laws.

This applies to all employment practices within our organization, including hiring, recruiting, promotion, termination, layoff, recall, leave of absence, compensation, benefits, training and apprenticeship. The City of Post, Texas makes hiring decisions based solely on qualifications, merit, and the needs of the organization at the time.

#### Jobs You May Like

C

#### City Administrator

City of Slaton  
Slaton, TX, United States



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City of Tahoka  
Tahoka, TX

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- a. **Workshop regarding general job descriptions for City Manager & City Secretary**

#### **Section 4.03 City Secretary**

(A) The Council shall appoint a City Secretary who shall report administratively to the City Manager, but may be removed from office only with the consent of the Council.

(B) The duties of the City Secretary shall be to:

- (1) prepare and post notice of Council meetings;
- (2) keep the minutes of proceedings of Council meetings;
- (3) authenticate by signature and record in full, in a book kept and indexed for that purpose, all ordinances and resolutions passed by the Council;
- (4) hold and maintain the City Seal and affix the Seal to all instruments requiring it; and
- (5) perform such other duties as may be specified by the Council, City Manager, this Charter, or the laws of the State of Texas.

#### **Section 4.04 City Attorney**

(A) The City Council shall appoint an attorney, licensed to practice law in the State of Texas, as City Attorney. The City Attorney shall serve at the will of and be entitled to compensations established by the Council.

(B) The duties of the City Attorney shall be to:

# City Secretary

**Department: Administration**

**Division: Administration**

**Supervisor: City Manager**

**Salary: Exempt**

**Status: Full-Time**

**\$43,680.00 - \$66,560.00 Annually**

**\$3,640.00 - \$5,546.00 Monthly**

**\$21.00 - \$32.00 Hourly**

**Education and Experience:** High School Graduate or GED equivalent required. Five (5) years of progressively responsible administrative secretary experience preferably in the public sector.

**Licenses and Certificates:** This position requires a Texas Class "C" Driver's License. City Secretary Certification by the Texas Municipal Clerks Certification Program or obtained within a maximum of four (4) years of employment. Notary Public Certification or obtained within six (6) months of employment.

## **General Purpose**

### **City Charter Section 4.03 City Secretary:**

**(A)** The Council shall appoint a City Secretary who shall report administratively to the City Manager, but may be removed from office only with the consent of the Council.

Working under minimal supervision the City Secretary provides highly responsible and complex administrative support; performing duties as custodian of official records for City, attend and record proceedings of official meeting of the City Council, conduct City elections and to coordinate the City's record management program.

### **Typical Duties (Local Government Code Sec. 22.073)**

- The secretary of the municipality shall attend each meeting of the governing body of the municipality and shall keep, in a record provided for that purpose, accurate minutes of the governing body's proceedings, including advisory boards.
- Engross and enroll all laws, resolutions, and ordinances of the governing body;
- Keep the corporate seal;
- Take charge of, arrange, and maintain the records of the governing body, serve as the Records Management Officer for all City documents and fulfill request for public information.
- Countersign all commissions issued to municipal officers and all licenses issued by the mayor, and keep a record of those commissions and licenses
- Prepare all notices required under any state regulation or ordinance of the municipality, including preparing and posting agendas for City Council meetings in accordance with State law.
- The secretary shall draw all the warrants on the treasurer, countersign the warrants, and keep, in a record provided for that purpose, an accurate account of the warrants.
- The secretary shall keep a register of bonds and bills issued by the municipality and all evidence of debt due and payable to the municipality, noting the relevant particulars and facts as they occur.
- The secretary shall carefully keep all contracts made by the governing body.
- The secretary shall perform all other duties required by law, ordinance, resolution, or order of the governing body.

# City Secretary

**Department: Administration**

**Division: Administration**

**Supervisor: City Manager**

**Salary: Exempt**

**Status: Full-Time**

**\$43,680.00 - \$66,560.00 Annually**

**\$3,640.00 - \$5,546.00 Monthly**

**\$21.00 - \$32.00 Hourly**

- Notify City Manager of upcoming appointments and terms to different committees for agenda items.
- Prepare oaths of office and make necessary arrangements for City General Election. Request list of registered voters from County Tax Assessor.
- Keep land deeds of all City owned property and buildings and titles of vehicles of the City of Alpine and update as necessary.
- File accident reports with insurance carrier on all City owned vehicles.
- Member of Emergency Management Team required to remain within the City in the event of disaster or Act of God.
- Develop a yearly work improvement plan.
- Assists with city functions and performs other duties as required or necessary.

## **Knowledge, Skills, and Abilities**

- Intermediate skill in personal computers, Microsoft Office and applicable software
- Ability to read, analyze, and interpret reports and documents
- Ability to maintain City documents and records so as to be safe, clean, and readily retrievable by officials or citizens having a need for access to them.
- Ability to organize and conduct an efficient and honest election in compliance with state law and local ordinances.
- Thorough knowledge of Texas Election Code, Texas Local Government Code, Texas Public Information Act and Texas Open Meetings Act.
- Application of good knowledge of City Charter and Ordinances.
- Knowledge of document retention and records management; knowledge of secretarial and administrative practices.
- Application of good knowledge of rules and regulations of the Texas Open Records Law.
- Application of good knowledge of rules and regulations of the Texas Open Meeting Law.
- Principles, practices, methods and techniques of official record maintenance and retention.
- Principles and practices of recording and filing city records.
- Knowledge of municipal financial planning, budgeting and management.
- Application of good knowledge of public relations methods.
- Application of good knowledge of City, county, state and federal civil and criminal laws, regulations, codes and ordinances.
- Execute oral and written instructions.
- Prepare clear, concise oral and written communication.
- Establish and maintain effective working relationships with coworkers, officials, customers, other city departments, and the general public.
- Skill in resolving problems or situations requiring the exercise of good judgment.

## **Other Job Characteristics**

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

## City Secretary

Department: Administration

Division: Administration

Supervisor: City Manager

Salary: Exempt

Status: Full-Time

\$43,680.00 - \$66,560.00 Annually

\$3,640.00 - \$5,546.00 Monthly

\$21.00 - \$32.00 Hourly

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

### ACKNOWLEDGEMENT

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

---

Employee Signature & Date

---

Employee's Printed Name

**CITY OF PRAIRIE VIEW  
JOB DESCRIPTION**

pop. 6648

Job Title: City Secretary

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Exempt

Reports To: Mayor

Department: Administration

---

**JOB SUMMARY**

Serves as custodian of the City seal, official archives and records, ordinances and related material. Attends City Council meetings and is responsible for preparation, distribution and indexing of official minutes. Serves as chief election official for the City and administers all City elections. Serves as records management officer.

Uses/requires office skills to handle: customer service/communications (internal and external), file organization and management, computer skills including data entry, word processing, spreadsheets, data bases, and graphics software, mathematical computation, report and letter preparation, and decision making within scope of responsibility.

Oversee (at Directive of Mayor) operations and activities of the city, including Utility Billing, Accounts Payable and Payroll, Human Resources, budget preparation, insurance programs, debt service, investment functions and auditing functions.

Attendance is an essential function of this position. The City reserves the right to require an employee in this position to work overtime. This position provides services or performs duties for the benefit of the general public during emergency situations. These may include services or duties different from those performed in the usual course and scope of your job. In the event of an evacuation, the incumbent in this position may be required to remain to perform needed services.

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**DUTIES AND RESPONSIBILITIES**

The duties described below are indicative of what a City Secretary may be asked to perform; other duties may be assigned:

**Customer Service/Clerical**

- Manage Administrative staff to include Admin Assistant, Treasurer, and Billing - Keeps the corporate seal and takes custody of and maintains all books, records, papers, documents and files of the City Council.
- Attests mayor's signature on all official documents.
- Maintains and distributes ordinances and resolutions, and keeps all contracts made by the City Council other than construction contracts.
- Directs the official publications of City legal advertising and makes arrangements for the conduct of municipal elections.
- Responsible for posting all notices furnished for meetings of the City Council, boards, commissions and committees, and maintains copies of meeting minutes.

- Attends City Council meetings and is responsible for the preparation, distribution and indexing of the official minutes.
- Attends bid openings on public works and electrical contracts.
- Administers the City's Records Management
- Responsible for production and distribution of City Council agendas.
- Coordinates the application process for citizens' boards and commissions.
- Processes and issues permits, etc.
- Oversees all financial activities including Utility Billing, Payroll, Accounts Payable and budget activities and reporting.
- Works with auditor for the annual audit report.
- Performs all other duties as assigned by Mayor.

### QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required at the time of hire or for the continuation of employment.

### EDUCATION AND/OR EXPERIENCE

- High School Diploma or GED required, Degree in Business Administration or Business Management, or Associate's Degree in Business Administration or Business Management or a related field, preferred at least 5 years' related experience
- Previous experience in customer service, dealing directly with the public preferred.

### SKILLS AND ABILITIES

- Exhibits desirable and appropriate behavior including integrity, ability to get along with others, "team player," industriousness, intelligence, sense of urgency and independent judgment to provide for a cohesive, productive unit.
- Basic working knowledge of office equipment, computers, computer software (i.e. Microsoft Word, Excel, PowerPoint, Access, Outlook, etc.) and Internet search tools.
- Ability to perform data entry and inquiry functions at an acceptable level of accuracy and speed.
- Ability to perform multiple tasks simultaneously, accurately and efficiently.
- Ability to maintain a professional and polished manner and a pleasant tone of voice when dealing with the public.

### LANGUAGE SKILLS

- Ability to communicate effectively with elected officials, staff, and the public.
- Ability to communicate effectively in both written and verbal form.

### MATHEMATICAL SKILLS

- Ability to calculate basic mathematical calculations without aid of a calculator.

### REASONING ABILITY

- Ability to define problems and deal with a variety of situations.
- Ability to think quickly, maintains self-control, and adapts to stressful situations.
- Ability to use good judgment and effectively solve problems.



- Ability to plan work and establish priorities.

**Physical Environment**

- The duties of this job include physical activities such as sitting, stooping, kneeling, standing, walking, lifting, reaching, fine dexterity skills, grasping, handling, talking, hearing/listening, seeing/observing, and repetitive motions.
- This job is performed in an office environment.

**Work Environment**

The work environment may include some or all of the following:

- Repetitive activities.
- High volume work days
- Noise distractions (telephone calls, equipment, conversations with customers, etc.)
- Unpleasant social situations (dealing with upset or irate individuals).

*Kaufman: pop. 7330*

## **JOB DESCRIPTION**

**JOB TITLE: CITY SECRETARY**

**REPORTS TO: CITY COUNCIL**

**FLSA STATUS: EXEMPT**

### **JOB SUMMARY:**

City Secretary is appointed by the City Council. To plan, direct, manage, and oversee the activities and operations of the City Secretary's Office, including serving as liaison between the City Council and the public; to coordinate assigned activities with other City departments and outside agencies; and to provide highly responsible and complex administrative support to the Mayor, City Council, and City Manager. Responsible for all paperwork pertaining to official business of the City Council, and for implementation of the City's record's management program; acts as representative of the City at various functions; assists City Manager in making operational decisions including interpretation of policy, law, Ordinances, the City Charter, Council guidelines, and official procedures; open records; municipal elections; records management; and all aspects of human resources. Position involves regular contact with the public in situations that affect the accomplishment of the job at hand, and requires considerable tact and diplomacy.

### **SUPERVISION EXERCISED:**

Receives general administrative direction from the City Manager. Exercises supervision over clerical staff.

### **PRINCIPAL DUTIES AND RESPONSIBILITIES:**

Provides administrative support to the Mayor, City Council and staff. Prepares and posts all legal, agenda and meeting notices, provides staff support to the City Council and Council-appointed boards; prepares documentation for and recordings of official City Council minutes, ordinances, resolutions and other related business; maintains official city records and oversees records management and retention program; provides review and responds to public information requests; administers elections processes and ensures deadline requirements are met.

Prepares and presents staff reports and other necessary correspondence. Assists and communicates with staff and professional business associates. Assists the public, and employees; provides information on departmental and city policies and procedures as required; and transfers inquiries to the appropriate individual or department as necessary. Responds to and resolves difficult and sensitive citizen inquiries and complaints through established City practices and procedures. Attends City Council meetings and records all official proceedings; prepares and preserves accurate minutes and other documents; directs the publication, filing, indexing, and safekeeping of all proceedings for Council.

Certifies and executes official City documents; maintains custody of City Seal; administers and files oaths of office.

Serves as **Records Management Officer** for the City; manages, facilitates, and handles all technical support for Public Records; administers Records Management Program; interprets Local Government Records Act and the City's Records Management Ordinance; recommends revisions to ordinances as needed; oversees and directs all Department Records Liaisons.

Responsible for receiving all **Public Information** requests or **Open Records** Requests for the City of Kaufman. Respond to Open Records Requests within the time constraints established by law.

Provides information on Open Meeting Laws and compliance to city staff as well as members of the City Council, boards, and commissions.

Maintains custody of official records and archives of the City including ordinances, resolutions, contracts, judgments, agreements, surety bonds, deeds, insurance, and minutes; certifies copies as required.

Receives and files claims and/or lawsuits against the City; accepts subpoenas; records legal documents of the City.

Serves as **Municipal Election Administrator**, coordinates municipal elections through the County; prepares all election information for council candidates, election orders, resolutions, notices, and other pertinent documents; coordinates with the City Legal department to ensure conformance with election and government code; and receives and files all campaign financial reports; coordinates the Canvass of Election Results; arranges the swearing-in of newly elected council members and board members; updates city website with current election information, campaign forms, as well as current and historical election results, campaign finance reports, and election history.

Receives applications for elected office and verifies all required fields are fully completed. Files Statements and Oath of Elected Officials and assists board members in filing statements of appropriate offices.

Receives and processes formal petitions relating to initiatives, referendums, or recalls; examines and certifies results; receives and processes petitions relating to matters pertaining to the City.

Participates on a variety of boards and commissions; attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of municipal government. Prepares proclamations and arranges for official appearances of the Mayor or designated city representative at local and regional community events. Coordinates City Secretary's Office activities with other City departments and outside agencies and organizations.

Participates in the development and administration of the City Secretary's Office budget; participates in the forecast of additional funds needed for staffing, equipment, materials, and supplies, directs the monitoring and approval of expenditures through the administrative practices and procedures of the City; participates in the preparation of and implements budgetary adjustments as necessary.

Oversee and facilitate all aspects of **Human Resources**. Coordinates and manages assigned programs expertise in variety of human resources activities to include benefits, benefits

programs, compensation, and workman's compensation/claims and risk management and maintains all City employees' personnel records. Conducts research and respond to a variety of inquiries from employees and retirees. Manages and oversees annual employees programs. Manages and oversees COBRA and FLMA administration; as well as property and casualty insurance for the City.

Participates and organizes special event planning and coordination.

Coordinates, directs and organizes the posting of all legal notices, agendas, publications, and job announcements on the City's website.

Perform other job related duties and responsibilities as assigned.

**QUALIFICATIONS AND KNOWLEDGE:**

Pertinent Federal, State and Local laws, codes and regulations.

Public Information Open Records Act; election laws and procedures; Local Government Records Act, and political reform requirements. Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.

Knowledge of new hire orientation process, open enrollment, Flex/HRA/HSA accounts, and Worker's Compensation claims.

Office procedures, methods, and computer equipment.

**Skill to:**

Interpret and understand the City Charter, Election Code, Local Government Code, Code of Ordinances and other statutes of the State of Texas.

Effectively use business English, spelling, and appropriate grammar.

Work with new technology.

**Ability to:**

Meet deadlines in a timely manner.

Provide information and organize material including records retention/destruction in compliance with laws, regulations and policies.

Identify and respond to community and City Council issues, concerns, and needs.

Interpret and explain local and state laws and regulations.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work including City employees and other government officials, community groups, the general public and media representatives.

Be able to work night meetings. Work may occasionally require travel, including over-night stays, involving training and conducting City business.

Must be able to handle stressful situations.

Must be able to move about office, bend or stoop, retrieve files, lift books or other materials, use step-stools and step-ladders to store and retrieve items of various sizes, shapes and forms weighing up to 40 pounds.

Follow and embrace the City of Kaufman Core Values – Trust, Accountability, Teamwork, Pride and Service Excellence.

**Experience:**

Three (3) years' experience in municipal government activities; knowledge of Local election laws, Codes, Ordinances and Resolutions; good knowledge of records management operations; verbal fluency; good grammatical skills, ability to manage an office and supervise the work of others; ability to interact with City officials, city employees, and the public in a pleasant and gracious manner.

**Minimum Requirements:**

Bachelor's degree and three (3) years' experience related to area of assignment; or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above. Must have a valid Texas Driver's license and safe driving record. Certified or registered in the Municipal Clerk Certification Program, i.e. Texas Municipal Clerk Association (TMCA) is preferred. Position will be required to obtain Certification within a reasonable period of time, to be determined at hire.

POP. 9251

# City of Hondo, TX



## Title: City Secretary

FLSA Status: Exempt

### BRIEF DESCRIPTION:

City Secretary is responsible for performing mandated and statutory requirements as defined by State Law, Home Rule Charter and City Ordinance.

The purpose of this position is to perform the duties of the City Secretary's office. This is accomplished by preparing and dissemination of documents for City Council and other various meetings, chief election official, records manager, and assisting the Mayor, City Council and City Manager with administrative duties, special projects or research and the preparation of the annual budget. Other duties include serving as IT coordinator/webpage manager.

### REPORT TO:

This position reports to the City Manager.

### SUPERVISES:

This position supervises the Utility Division/billing supervisor, Facilities Division/supervisor, Assistant to the City Secretary, IT Coordinator, and Custodian.

### ESSENTIAL FUNCTIONS:

Note: This information is intended to be descriptive of the key responsibilities of the position. The list of essential functions below does not identify all duties performed by any single incumbent in this position. Additionally, please be aware of the legend below when referring to the physical demands of each essential function.

(S) Sedentary	(L) Light	(M) Medium	(H) Heavy	(V) Very Heavy
Exerting up to 10 lbs. occasionally or negligible weights frequently; sitting most of the time.	Exerting up to 20 lbs. occasionally; 10 lbs. frequently; or negligible amounts constantly; OR requires walking or standing to a significant degree.	Exerting 20-50 lbs. occasionally; 10-25 lbs. frequently; or up to 10 lbs. constantly.	Exerting 50-100 lbs. occasionally; 10-25 lbs. frequently; or up to 10-20 lbs. constantly.	Exerting over 100 lbs. occasionally; 50-100 lbs. frequently; or up to 20-50 lbs. constantly.

#	Code	Essential Functions	% of Time
1	S	Responsible for city council meetings by posting notice of meetings at city hall/city website; scheduling public hearings; assembling and dissemination of agenda packets for city council and members of the news media; attends all council meetings; records meetings and prepares minutes. Utilizes tact, diplomacy and persuasiveness when resolving complex and significant issues dealing with Mayor, City Council, City Attorney and Department Heads; handling of confidential information and documents, such as contract bid information, human resources/personnel records or information distributed or verbal in closed sessions; coordinates assistance between departments in order to complete projects and achieve City	30%



		goals; represents the City professionally and works closely with the public, outside organizations and regulatory agencies.	
2	S	Manages Utility Department, Facility Services, Assistant to City Secretary, IT Coordinator, and Custodian by overseeing the hiring process, conducting performance evaluations; advising on disciplinary issues; and ensuring compliance with state and federal regulations. Provides additional administrative support by reviewing all incoming and outgoing correspondence by performing official certification of legal documents; maintaining records management program; ensuring proper disposal of city records; responding to open records requests by complying with the Public Information Act; maintains code of ordinances, resolutions, contracts, leases, and other legal documents; provides assistance to Mayor, City Council, employees and the public concerning interpretation of City Charter, ordinances policy and procedures; responds to and resolves difficult and sensitive citizen inquires and complaints.	25%
3	S	Prepares and administers departmental budgets, coding invoices; cemetery plot sales, La Lomita lot sales; handles alcoholic beverage, peddlers, solicitor permits. Provides administrative research/legislative update support to Mayor, City Council and other city employees. Prepares proclamations and completes clerical work, coordinates special events/special projects at Mayor or City Council's request; attends and serves as liaison on various boards and commissions; updates rosters and tracks attendance. Receives and reviews for accuracy application requests for zoning, variance, plats and re-plats requests, publishes required notices, mail notices and generates calendar for timeliness. Prepares notice to bidders, requests for proposals and/or qualifications; attends bid openings.	25%
4	S	Conducts all City elections in accordance with the Texas Election Codes and City Charter, maintaining calendar of election dates; preparing all legal notices and required documentation for elections; negotiating contracts; receiving and verifying candidate applications; receiving and posting election results; working with County on leasing electronic voting machines; recruiting and training election workers; and providing general information to elected officials.	20%

#### JOB REQUIREMENTS:

-Description of Minimum Job Requirements-	
Formal Education	Work requires specific knowledge of municipal government and general administrative field or combination of experience. Thorough knowledge of laws and ordinances relating to the powers and duties of the City Secretary. Knowledge is normally acquired through two year associate's degree, or certification program.



Experience	Over five years up to and including seven years of municipal government experience. Comprehensive knowledge of municipal codes, resolutions, ordinances, City Charter and applicable State Laws.
Supervision	Work requires managing and monitoring work performance by directing subordinate supervisors or administrators including making recommendations on hiring and disciplinary actions, evaluating program/work objectives and effectiveness, and realigning work and staffing assignments, as needed.
Human Collaboration Skills	Final decisions regarding policy development and implementation are made and/or recommended as part of interactions. Interaction with others outside the organization requires exercising participative management skills that support team efforts and quality processes.
Freedom to Act	Receives Limited Direction: Within this job, the employee normally performs the duty assignment according to his or her own judgment within broad parameters defined by general organizational requirements and accepted practices. Total end results determine effectiveness of job performance. This is typically a high level management, professional, or executive position.
Technical Skills	Advanced: Work requires advanced skills and knowledge in approaches and systems, which affect the design and implementation of major programs and/or processes organization-wide. Independent judgment and decision-making abilities are necessary to apply technical skills effectively.
Fiscal Responsibility	Has responsibility for final approval of appropriate divisions/department budget and presents the budget(s) to Senior Management. Is authorized to approve fiscal budgeted expenditures up to the amount that requires the approval of Senior Management.
Reading	Advanced - Ability to read literature, books, reviews, scientific or technical journals, abstracts, financial reports, and/or legal documents. Ordinarily, such education is obtained in at the college level or above. However, it may be obtained from experience and self-study.
Math	Advanced - Ability to apply fundamental concepts of theories, work with advanced mathematical operations methods, and functions of real and complex variables. Ordinarily, such education is obtained in at the college level or above. However, it may be obtained from experience and self-study.
Writing	Advanced - Ability to write editorials, journals, speeches, manuals, or critiques. Ordinarily, such education is obtained in at the college level or above. However, it may be obtained from experience and self-study.
Certification & Other Requirements	Valid Driver's License

**OVERALL PHYSICAL STRENGTH DEMANDS:**

-Physical strength for this position is indicated below with "X"-





Sedentary X	Light	Medium	Heavy	Very Heavy
Exerting up to 10 lbs. occasionally or negligible weights frequently; sitting most of the time.	Exerting up to 20 lbs. occasionally, 10 lbs. frequently, or negligible amounts constantly OR requires walking or standing to a significant degree.	Exerting 20-50 lbs. occasionally, 10-25 lbs. frequently, or up to 10 lbs. constantly.	Exerting 50-100 lbs. occasionally, 10-25 lbs. frequently, or up to 10-20 lbs. constantly.	Exerting over 100 lbs. occasionally, 50-100 lbs. frequently, or up to 20-50 lbs. constantly.

### PHYSICAL DEMANDS:

C Continuously 2/3 or more of the time.	F Frequently From 1/3 to 2/3 of the time.	O Occasionally Up to 1/3 of the time.	R Rarely Less than 1 hour per week.	N Never Never occurs.
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Note: This is intended as a description of the way the job is currently performed. It does not address the potential for accommodation.

-Physical Demand-	-Frequency-	-Brief Description-
Standing	O	communicating with co-workers, observing work duties
Sitting	C	desk work, meetings, driving
Walking	O	to other departments/offices/office equipment, around work site
Lifting	O	files, supplies, equipment
Carrying	R	files, supplies, equipment
Pushing/Pulling	R	file drawers, tables and chairs
Reaching	R	for supplies, for files
Handling	C	Paperwork
Fine Dexterity	F	computer keyboard, calculator, telephone pad
Kneeling	R	filing in lower drawers, retrieving items from lower shelves/ground
Crouching	R	filing in lower drawers, retrieving items from lower shelves/ground
Crawling	N	
Bending	R	filing in lower drawers, retrieving items from lower shelves/ground
Twisting	R	from computer to telephone, getting inside vehicle
Climbing	N	
Balancing	N	
Vision	C	driving, observing work site, reading, computer screen
Hearing	F	communicating with co-workers and public and on telephone
Talking	F	communicating with co-workers and public and on telephone
Foot Controls	R	Driving
Other (specified if applicable)		

### MACHINES, TOOLS, EQUIPMENT, SOFTWARE, AND HARDWARE:

Telephone, copier, fax, calculator, computer and associated hardware and software

### ENVIRONMENTAL FACTORS:



C	F	O	R	N
Continuously	Frequently	Occasionally	Rarely	Never

D	W	M	S	N
Daily	Several Times Per Week	Several Times Per Month	Seasonally	Never

-Health and Safety Factors-	
Mechanical Hazards	N
Chemical Hazards	N
Electrical Hazards	N
Fire Hazards	N
Explosives	N
Communicable Diseases	N
Physical Danger or Abuse	N
Other (see 1 below)	N

-Environmental Factors-	
Respiratory Hazards	N
Extreme Temperatures	N
Noise and Vibration	N
Wetness/Humidity	N
Physical Hazards	N

(1) N/A

**PROTECTIVE EQUIPMENT REQUIRED:**

None

**NON-PHYSICAL DEMANDS:**

F	O	R	N
Frequently From 1/3 to 2/3 of the time	Occasionally Up to 1/3 of the time	Rarely Less than 1 hour per week	Never Never occurs

-Description of Non-Physical Demands-	-Frequency-
Time Pressure	F
Emergency Situation	N
Frequent Change of Tasks	F
Irregular Work Schedule/Overtime	F
Performing Multiple Tasks Simultaneously	F
Working Closely with Others as Part of a Team	F
Tedious or Exacting Work	O
Noisy/Distracting Environment	R
Other (see 2 below)	N

(2) N/A

**PRIMARY WORK LOCATION:**

Office Environment	X	Vehicle	
Warehouse		Outdoors	
Shop		Other (see 3 below)	
Recreation/Neighborhood Center			

(3)N/A



**SIGNATURE – REVIEW AND COMMENTS:**

I have reviewed this description and understand the requirements and responsibilities of the position.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Job Title of Supervisor

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Job Title of Department Head

\_\_\_\_\_  
Signature of Department Head

\_\_\_\_\_  
Date

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this position. They are not intended to be an exhaustive list of all responsibilities, duties, and skills required. This description is subject to modification as the needs and requirements of the position change.

POP. 8091

**Recruitment Announcement**  
**City Secretary, City of Richland Hills, Texas**

The City of Richland Hills is recruiting for the position of City Secretary. The current City Secretary, Linda Cantu, has announced her retirement to be effective in October. The City Council would like to have the new City Secretary begin work by the middle of August in order to provide some overlap. Additionally, the City Council will most likely call a special election for the November uniform election date, which must be ordered in August; City Council would prefer that the new City Secretary work with the election from the beginning of the process. The salary for the position is negotiable, dependent upon the successful applicant's knowledge and experience, but will be competitive. The City participates in the Texas Municipal Retirement System (2-1 match at 7% contribution rate), and the employee benefits package is competitive.

**About the City**

Richland Hills was incorporated in 1950 as one of the first suburban cities to Fort Worth. Richland Hills is a city of just under 8,000 residents living within 3.9 square miles of land area situated along SH 26, SH 183, and SH 121 in northeast Tarrant County just a few minutes east of downtown Fort Worth. Richland Hills is served by the Fort Worth Public Transportation Authority ( the "T" ) and Richland Hills residents have rider request bus service to Fort Worth. With a rail station on the Trinity Railway Express located within the city limits, residents of Richland Hills have easy access to both downtown Dallas and Fort Worth. The City of Richland Hills operates under a Home Rule, Council Manager form of government. The City Council is composed of a Mayor and five (5) Council members elected at large to two year terms. More information about the community and its municipal government can be found on the City's website at [www.RichlandHills.com](http://www.RichlandHills.com).

**About the Position**

The City Secretary position is a statutory position required by State law and the City Charter. The City Secretary is one of four positions (along with the City Manager, City

Attorney, and Municipal Court Judge) appointed by and reporting directly to the City Council. The City Charter provides that the City Secretary is appointed by the Mayor with approval of the majority of the Council, and requires the City Secretary to perform certain functions and duties typical of the City Secretary position. The City Charter requirements can be found in the City Charter set out on the City's website at [www.RichlandHills.com](http://www.RichlandHills.com).

In addition to the statutory duties of the position and the requirements set out in the City Charter, the City Secretary is designated as the City's Records Management Officer by City ordinance. As such, the City Secretary is responsible for the City's records retention program, including the preservation, maintenance, and disposal of City records in accordance with the Texas State Library requirements. The City Secretary serves as the Chief Election Official for the City, responsible for coordinating and administering municipal elections and related matters for the City. The City Secretary coordinates the codification of City ordinances into the City Code of Ordinances published by Municode, publishes required legal notices in the official newspaper of the City within the appropriate time requirements established by state law, and posts all legal notices and agendas on the City's official bulletin board and on the City's website.

The City Secretary coordinates and attends meetings of the City Council and certain other boards and commissions, acts as recording secretary, and prepares the meeting minutes for approval by the Council, board, or commission. The City Secretary serves as an administrative secretary to the Mayor and City Council, maintains records and correspondence of the Mayor and Council, and coordinates the recruitment, application and appointment process for City Council appointed boards and commissions.

The City Secretary serves as an information resource to the City Council, members of Council appointed boards and commissions, the City Attorney, City Manager and other City administrative and management staff, and provides information to the public in compliance with the Public Information Act. The City Secretary receives bids and attends bid openings, develops and oversees the department budget for the City

Secretary's office and the City Council, and is responsible for updating and maintaining information pertaining to the City Secretary's office and City Council on the City's website.

### **Job Requirements**

Applicants for the position must be familiar with and have a good working knowledge of requirements of the Texas Open Meetings Act, the Texas Public Information Act, the requirements for municipal elections set out in the Texas Election Code, and the requirements for records retention set out in state law. The position requires applicants to have a good working knowledge in computer system applications such as Microsoft Windows and Microsoft Office (Word, Excel, PowerPoint, Access), skill in operating office equipment including copiers, scanners and fax machines, the ability to operate audio and video recording equipment, and the ability to oversee control of electronically stored records and to use technology to provide for efficient and economic storage of records.

### **Education**

- High school graduate or GED required. Associates Degree or equivalent college hours will be a plus.

### **Experience**

- A minimum of five years of progressively responsible administrative secretarial experience, preferably as a municipal clerk or city secretary, deputy city secretary, or assistant city secretary.

### **Certifications & Memberships**

- Notary Public Certification required (after employment).
- City Secretary Certification by the Texas Municipal Clerks Certification Program required (within three years of employment).

### **Submit Resume to :**

Applicants for the City Secretary position should submit a resume to the attention of Barbara Mann, Director of Finance/Human Resources, City of Richland Hills, 3200 Diana Drive, Richland Hills, Texas, 76118. Applicants will also be required to complete

the City's Employment Application Form which can be obtained from the City's website. Resumes and applications for the position must be submitted by 5:00 p.m. on Friday, May 30<sup>th</sup>.

**REGULAR CITY COUNCIL MEETING AGENDA - 5:30 P.M.**

1. **Call to Order.**
2. **Determination of a Quorum and Proof of Notice of the Meeting.**
3. **Public Comments** – (limited to 3 minutes per person)
4. **Presentation, Recognitions, and Proclamations** – None



## **5. Reports -**

**City Mayor Report** – None

**City Attorney Report** -

- Municipal Court Update
- Rules of Procedure for City Council Meetings
- Open meetings update

**City Manager Report** -

- Employee Acknowledgements
- Life Jacket Donation
- Municipal Court Clerk
- Grant Mania Update
- Summer Heat

**City Staff Update** - None

**6. Public Hearings -**

- Public Hearing to obtain citizen views and comments on 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.
- Public Hearing to obtain citizen views and comments on Short Term Rental Special Use Permit Applications.



**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

**7. Consent Agenda** – (Minutes, Financial reports, Department written reports, board appointments, etc.)

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

1. Approval of June 1, 2021 Minutes (M. Antrim, Interim City Manager)
2. Approval of Judy Stokes for the vacant Animal Advisory Board position (J. Stokes, City Council)
3. Approval of Lucy Escovedo for the vacant Ward 5 Parks & Recreation Advisory Board Position (J. Johnson, City Council)

1. Approval of June 1, 2021 Minutes (M. Antrim, Interim City Manager)

**City of Alpine  
Regular City Council Meeting  
Tuesday, June 1, 2021  
5:30 P.M.  
Minutes**

1. **Call to Order, and Pledge of allegiance to the flags** – Mayor Ramos called the meeting to order. The meeting was held at the City Council Chambers and via zoom conference in the City of Alpine, Texas. Mayor Ramos led the pledge of allegiance to the flags.
2. **Determination of a quorum and proof of notice of the meeting** – Councilor Judy Stokes, Councilor Chris Rodriguez, Councilor Sara Tandy, Councilor Martin Sandate, and Councilor Jerry Johnson attended at the City Council Chambers. Interim City Manager Megan Antrim and Interim City Secretary Geoffrey Calderon attended at the City Council Chambers. Interim City Secretary, Geoffrey Calderon reported that the agenda was posted at 2:00 P.M. on May 28, 2021.
3. **Public Comments** (limited to 3 minutes per person) – Chris Mueller, Laura Gold, Rick Stephens, Sara Blair.
4. **Presentation, Recognitions, and Proclamations** – (A. Ramos, Mayor) – None
5. **Reports** – Copies of the charts presented during the meeting are posted on the City website at [www.cityofalpine.com/cmreports](http://www.cityofalpine.com/cmreports).

**City Mayor's Report** – (A. Ramos, Mayor) – None

**City Attorney's Report** – None

**City Manager Report** –

- Alpine School Remodel Update
- Swimming Pool
- Budget Process
- Staffing

**City Staff Updates** – None

**6. Public Hearing –**

- Public Hearing to obtain citizen's view and comments on one animal permit for 4 horses and 10 steers located at 1909 W. Mosley Loop, Alpine, Texas, 79830. Applicant is Justin Claiborne.

**7. Consent Agenda** – (Minutes, Financial reports, Department written reports, board appointments, etc.) –

(Notice to the Public – The following items are of a routine and administrative nature. The Council has been furnished with background and support material on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Council Member, in which event the item or items will immediately be withdrawn for

individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.)

1. Approval of minutes from City Council meeting on May 18, 2021. (M. Antrim, Interim City Manager)
2. Approval of minutes from City Council meeting on May 24, 2021. (M. Antrim, Interim City Manager)
3. Approval of 1<sup>st</sup> and 2<sup>nd</sup> Quarterly Investment Reports. (M. Antrim, City Council)

**Councilor Rodriguez requested to move item one (1) from the normal sequence of the Consent Agenda. Motion was made by Councilor Johnson, by Resolution 2021-06-01, to approve items two (2) and three (3) on the consent agenda. Motion was seconded by Councilor Rodriguez. Motion unanimously carried.**

**Motion was made by Councilor Rodriguez, by Resolution 2021-06-02, to approve the May 24, 2021 minutes with an amendment to reflect a presentation under the Mayor report to recognize Rick Stephens for his years of service to the City Council and to amend the vote on the action taken to terminate Erik Zimmer's employment contract to reflect Councilor Rodriguez' and Councilor Johnson's vote against the termination. Motion was seconded by Councilor Stokes. Motion unanimously carried.**

**8. Information or Discussion items –**

1. Discuss Wastewater Treatment Facility current aerator project (M. Antrim, Interim City Manager)
2. Outdoor Lighting Ordinance presentation by Bill Wren (M. Antrim, Interim City Manager)

**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 Mayor or Mayor Pro Term. 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.) –**

1. Discuss, consider, and take appropriate action on the first 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) – Motion was made by Councilor Rodriguez, by Resolution 2021-06-03, to discuss, consider, and take appropriate action on the first reading of Ordinance 2021-05-06 an ordinance amending Chapter 23 – City Council, Article II – Rules of Procedure to the Alpine Code of Ordinances. Motion was seconded by Councilor Stokes. Motion unanimously carried.
2. Discuss, consider, and take appropriate action on the second and final reading of one animal permit for 4 horses and 10 steers. Horses and steers will be located at 1909 W. Mosley Loop, Alpine, Texas, 79830 (C. Rodriguez, City Council) – Motion was made by Councilor Rodriguez, by Resolution 2021-06-04, to discuss, consider, and take appropriate action on the second and final reading of one animal permit for 4 horses and 10 steers. Horses and steers will be located at 1909 W. Mosley Loop, Alpine, Texas. Motion was seconded by Councilor Johnson. Motion unanimously carried.

3. Discuss, consider, and take appropriate action to appoint a Mayor Pro Tem (M. Antrim, Interim City Manager) – Motion was made by Councilor Stokes, by Resolution 2021-06-05, to appoint a Mayor Pro Tem. Motion was seconded by Councilor Johnson. Motion unanimously carried.

Motion was made by Councilor Rodriguez, by Resolution 2021-06-07, to appoint Jerry Johnson as Mayor Pro Tem. Motion was seconded by Councilor Sandate. Motion unanimously carried.

4. Discuss, consider, and take appropriate action on WTG Gas Contract, including the relocation of the City gates (M. Antrim, Interim City Manager) – Motion was made by Councilor Rodriguez, by Resolution 2021-06-08, to discuss, consider, and take appropriate action on the WTG gas contract including the relocation of City gates. Motion was seconded by Councilor Sandate. Councilor Stokes, Councilor Rodriguez, Councilor Tandy, Councilor Sandate, and Councilor Johnson voted against. Motion failed.

Motion was made by Councilor Johnson, by Resolution 2021-06-09, to table the West Texas Gas contract including the relocation of City gates. Motion was seconded by Councilor Sandate. Motion unanimously carried.

5. Discuss, consider, and take appropriate action to approve Resolution 2021-06-06 regarding WTG gas rates (M. Antrim, Interim City Manager) – Motion was made by Councilor Johnson, by Resolution 2021-06-10, to take appropriate action to approve Resolution 2021-06-06 regarding West Texas Gas rates. Motion was seconded by Councilor Tandy. Councilor Stokes, Councilor Rodriguez, Councilor Tandy, Councilor Sandate, and Councilor Johnson voted against. Motion failed.

Motion was made by Councilor Tandy, by Resolution 2021-06-11, to amend the resolution included in the City Council Packet to be titled Resolution 2020-06-06. Motion was seconded by Councilor Stokes. Councilor Stokes, Councilor Rodriguez, Councilor Tandy, Councilor Sandate, and Councilor Johnson voted against. Motion failed.

Motion was made by Councilor Tandy, by Resolution 2021-06-12, to amend the resolution included in the City Council Packet to be titled Resolution 2021-06-06. Motion was seconded by Councilor Stokes. Motion unanimously carried.

Motion was made by Councilor Johnson, by Resolution 2021-06-13, to table Resolution 2021-06-06. Motion was seconded by Councilor Stokes. Motion unanimously carried.

6. Discuss, consider, and take appropriate action to appoint Interim City Attorney (M. Antrim, Interim City Manager) – Motion was made by Councilor Rodriguez, by Resolution 2021-06-14, to discuss, consider, and take appropriate action to appoint an Interim City Attorney. Motion was seconded by Councilor Tandy. Motion unanimously carried.

Motion was made by Councilor Tandy, by Resolution 2021-06-15, to move item 6 from Action Items to Executive Session pursuant to Texas Government Code Section 551.074. Motion was not seconded. Motion lost.

Motion was made by Councilor Tandy, by Resolution 2021-06-16, to appoint Rod Ponton as Interim City Attorney. Motion was seconded by Councilor Stokes. Councilor Stokes, Councilor Tandy, Councilor Sandate, and Councilor Johnson voted for. Councilor Rodriguez voted against. Motion passed 4 to 1.



7. Discuss, consider, and take appropriate action to authorize the Interim City Manager to advertise for the position of City Manager, City Secretary, City Attorney, and Director of Utilities (M. Antrim, Interim City Manager) – Motion was made by Councilor Johnson, by Resolution 2021-06-17, to take appropriate action to authorize the Interim City Manager to advertise for the position of City Manager, City Secretary, City Attorney, and Director of Utilities. Motion was seconded by Councilor Sandate. Councilor Stokes, Councilor Rodriguez, Councilor Tandy, Councilor Sandate, and Councilor Johnson voted against. Motion failed.

Motion was made by Councilor Rodriguez, by Resolution 2021-06-18, to table the item to authorize the Interim City Manager to advertise for position of City Manager, City Secretary, and Director of Utilities until a workshop takes place where the Council can verify job descriptions and expectations. Motion was seconded by Councilor Johnson. Motion unanimously carried.

8. Discuss, consider, and take appropriate action to authorize the Interim City Manager to work with department heads to hire open positions for recycle tech, court clerk, and field workers in the Streets and Water Departments (M. Antrim, Interim City Manager) – Motion was made by Councilor Rodriguez, by Resolution 2021-06-19, to discuss, consider, and take appropriate action to authorize the Interim City Manager to work with department heads to hire open positions for recycle tech, court clerk, and field workers in the Streets and Water Departments. Motion was seconded by Councilor Stokes. Councilor Stokes, Councilor Tandy, Councilor Sandate, and Councilor Johnson voted in favor. Councilor Rodriguez voted against. Motion carried 4 to 1.
9. Discuss, consider, and take appropriate action to approve TCEQ Agreed Order, Docket No. 2021-0015-MWD-E concerning licensing violations at the City of Alpine Waste Water Treatment plant and administrative penalty in the amount of \$10,020 (M. Antrim, Interim City Manager) – Motion was made by Councilor Rodriguez, by Resolution 2021-06-20, to discuss, consider, and take appropriate action to approve TCEQ Agreed Order, Docket No. 2021-0015-MWD-E concerning licensing violations at the City of Alpine Waste Water Treatment plant and administrative penalty in the amount of \$10,020. Motion was seconded by Councilor Stokes. Motion unanimously carried.
10. Discuss, consider, and take appropriate action to approve Special Use Permit Applications for: (M. Antrim, Interim City Manager)

a. Short Term Rental Special Use Permit for 509 S. 5<sup>th</sup> Street. Owners of record are Don & Martha Coats.

b. Short Term Rental Special Use Permit for 604 E Gallego Avenue. Owner of record is Robert Howard.

Motion was made by Councilor Rodriguez, by Resolution 2021-06-21, to discuss, consider, and take appropriate action to approve Special Use Permit Applications for:

a. Short Term Rental Special Use Permit for 509 S. 5<sup>th</sup> Street. Owners of record are Don & Martha Coats.

b. Short Term Rental Special Use Permit for 604 E Gallego Avenue. Owner of record is Robert Howard.

Motion was seconded by Councilor Sandate. Motion unanimously carried.

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

**(7:44 P.M.) Motion was made by Councilor Rodriguez, by Resolution 2021-06-22, to move into Executive Session for an update on pending litigation regarding the Creswell Suit. Motion was seconded by Councilor Sandate. Motion unanimously carried.**

11. Executive Session –

1. Update on Pending litigation – Creswell Suit – TML assigned legal council (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 Pursuant to Texas Government Code 551.071 (consultation with an attorney), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices), and 551.086 (economic development)

**(8:07 P.M.) Motion was made by Councilor Rodriguez, by Resolution 2021-06-23, to move into Regular Session. Motion was seconded by Councilor Johnson. Motion unanimously carried.**

12. Action – Executive Session

1. Update on Pending litigation – Creswell Suit – TML assigned legal council (M. Antrim, Interim City Manager) – **Motion was made by Councilor Rodriguez, by Resolution 2021-06-24, to take no action. Motion was seconded by Councilor Sandate. Motion unanimously carried.**

I certify that this notice was posted at 2:00 P.M. on May 28, 2021 pursuant to Texas Open Meetings Act. (Texas Vernon's Annotated Civil statutes, section 551.043 Texas Government Code.) This facility is wheelchair accessible and accessible parking space is available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the city secretary's office at (432) 837-3301 or fax (432) 837-2044 for further information.

**ATTEST:**

\_\_\_\_\_  
Andres "Andy" Ramos, Mayor

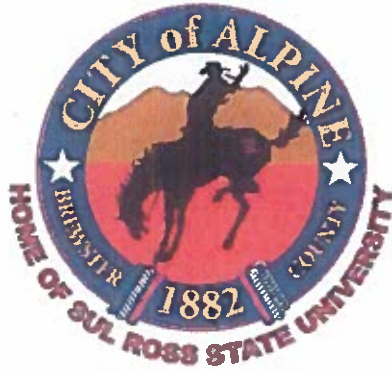
\_\_\_\_\_  
Geoffrey R. Calderon, Interim City Secretary

I, Geoffrey R. Calderon, do certify that the notice of the above meeting was posted at 2:00 P.M. on May 28, 2021, and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

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

2. Approval of Judy Stokes for the vacant Animal Advisory Board position (J. Stokes, City Council)

3. Approval of Lucy Escovedo for the vacant Ward 5 Parks & Recreation Advisory Board Position  
(J. Johnson, City Council)



CITY OF ALPINE  
ADVISORY BOARDS & COMMISSIONS QUESTIONNAIRE

Name: Lucy E. Escovedo  
Street Address: 1600 E. Ave. I / P.O. Box 403  
City, State & Zip: Alpine, TX 79831  
Phone Number: 432-294-1558  
E-Mail: luhefr@icloud.com  
Occupation: \_\_\_\_\_

How long have you been a resident of or involved with Alpine?: \_\_\_\_\_

Are you a qualified voter of the City of Alpine?: \_\_\_\_\_

Board or Commission you have interest in servicing on: Planning + Zoning  
+ Parks Board

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

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Please state why you wish to service the City of Alpine as a member of a board or commission:

I wish to continue to serve my community, I have a passion for contributing to my community. I feel I am very qualified with my experience and knowledge.

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

If yes, in what capacity? When I was on city council, Parks Board + Planning + zoning

How long? 2014 - 2020

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

If yes, please explain: When I was on city council.

No conflict of Interest

Signature: Leah E. Edwards

Date: 6-7-2021

## *Lucy E. Escovedo*

What qualifications do I have to serve as a board member or commissioner?

I've lived in Alpine, Texas my entire life and I have served the city of Alpine since August 2014 on boards, commissions and on city council. I have the experience, knowledge and passions to continue to serve the city of Alpine.

### Work Experience:

- I've worked and served for 30 years for the community.
- I was the manager for the Alpine Chamber of Commerce for 10 years where I learned about tourism, planning events, economic development and main street.
- I was the secretary for Permiacare for 20 years where mental health for individuals are served.
- I also worked as the executive director for the Alpine Housing Authority where low income families and people with disabilities in our community are served.

### Board Experience:

- I was on City Council since May 2016 until November 4, 2020
- I also served on the Parks Board for the City of Alpine from August 2004 –May 2016
- I served on the Planning and Zoning Commission for the City of Alpine Texas from August 2004-May 2016
- I also served as an ex-officio Commissioner for the Alpine Housing Authority from September 2016 to June 2020

### Education, Certifications & Trainings:

- Graduated of Leadership Big Bend May 1998
- Graduated of SRSU May 1991
- Graduated of Alpine High School May 1988
- Certified in Business Management and Public Service
- Certified Medical and Paralegal
- Certified as a Live Coach
- Certified as a Notary Public
- Certified as a Texas Hospitality Instructor
- Training on the Open Meetings Act



## **8. Information or Discussion items**

1. Traffic & Speeding problems on West Del Rio (J. Stokes, City Council)
2. Tourism, Upcoming Events, and a possible meeting with Kiwanis, Lions Club, Artwalk, and Viva Big Bend Representatives (J. Stokes, City Council)
3. Donation by Dr. Avinash Rangra for Park Improvements (J. Stokes, City Council)
4. City Zoom meeting guidelines and impacts on open meetings and public attendance (J. Stokes, City Council)

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## **OLD ZOOM MEETING GUIDELINES**

### **CITY COUNCIL ZOOM MEETING GUIDELINES**

In order to meet the City of Alpine Council Meeting Rules and Procedures Ordinance, the following guidelines must be followed:

#### **ACCESS TO ZOOM MEETINGS**

- City Council meetings can be accessed via ZOOM. You will need to have a registered ZOOM account to access meetings. Registration is free and only takes a few minutes to set up.
- ZOOM Meetings will require a Meeting ID and Password to access. Information can be found on the City of Alpine Website at [www.cityofalpine.com/meetinglink](http://www.cityofalpine.com/meetinglink).
- You will NOT be able to access meetings through Facebook or Google.
- Waiting Room will be enabled. Please log in to the meeting 10 – 15 minutes before the start time.

#### **PUBLIC COMMENTS**

- Questions about any agenda item can be emailed prior to the meeting to Geo Calderon ([g.calderon@ci.alpine.tx.us](mailto:g.calderon@ci.alpine.tx.us)), Cynthia Salas ([city.secretary@ci.alpine.tx.us](mailto:city.secretary@ci.alpine.tx.us)) or Erik Zimmer ([erik.zimmer@ci.alpine.tx.us](mailto:erik.zimmer@ci.alpine.tx.us)). **If the meeting has already begun, the question can be emailed to Geo Calderon ([g.calderon@ci.alpine.tx.us](mailto:g.calderon@ci.alpine.tx.us))**
- If someone has a question they want to 'ask live' but not submit in writing, that is also allowed. They will need to state that in their email to Geo during the meeting and he will notify the Mayor at the appropriate time. Once the Mayor asks for that person to speak, Geo will unmute them. If you want to make a Public Comment during that section of the meeting, please email your name to Geo, Cynthia, or Erik ahead of the meeting. All names wanting to make a public comment for the meeting will be queued up and given to the Mayor at that section of the meeting. The Mayor will call on those individuals one at a time and our meeting moderator will take you off mute to make your comments. This will function the same as our existing sign-up sheet in Council Chambers.
- All participants will be muted until recognized by ZOOM Conference Host. Participants will be unmuted one at a time when recognized by the Mayor. Background noise should be kept to a minimum.
- **Please note, you must include your full name (first and last) along with what Ward you reside in or have business interest in. If you do not live or own property in the City, state that in your email. Public Comments are limited to 3 minutes each.**

#### **RECORDING**

- ZOOM City Council Meetings will be recorded and made available on the City of Alpine's website - [www.cityofalpine.com/meetings](http://www.cityofalpine.com/meetings)

# Instructions for Virtual Attendance at Alpine City Council Meetings

## COUNCIL MEETINGS VIA ZOOM

City council Meetings can be accessed through ZOOM. You will need to provide your first and last name in order to access City Council meetings.

### How the Meeting Will Work

- City Council Meetings will require a Meeting ID and Password to access. Login information may be found on the City of Alpine website at [www.cityofalpine.com/meetinglink](http://www.cityofalpine.com/meetinglink).
- You will NOT be able to access meeting via Facebook or Google. Waiting Room will be enabled. Please log in 10 – 15 minutes before the start time.
- ZOOM City Council meetings will be recorded and made available on the City of Alpine's official YouTube channel and on the City website: [cityofalpine.com/meetings](http://cityofalpine.com/meetings).

### How to Provide Public Comments

- *Public Comments are limited to 3 minutes per person.*
- Public Comments are accepted by residents, property owners, and those that have a business interest within the corporate city limits of Alpine, Texas.
- All commenters must provide the Council with their first and last name and the ward in which they reside or have business interest in (or their address). If you do not meet the above requirements, you may still make your comment if time permits.
- Questions or Public Comments about any agenda item can be emailed prior to the meeting to the meeting host, Geo Calderon. Please address your Public Comment to the City Council.

Email:

- **Email Address:** [g.calderon@ci.alpine.tx.us](mailto:g.calderon@ci.alpine.tx.us).  
**Subject:** Public Comment for the Upcoming City Council Meeting on [date]

**Live Public Comment:**

- If someone has a question they want to "ask live" but not submit in writing, that is also allowed. The commenter will need to state that in their email to Geo during the meeting and he will notify the Mayor at the appropriate time. Once the Mayor asks for that person to speak, the host will unmute them. If you want to make a Public Comment at the meeting, please make every effort to notify Geo ahead of the meeting if you will be attending virtually.

## Public Participation Guidelines

Below are requirements for members of the public in meetings conducted via Zoom Webinar.

- **Identification:** Before entering the waiting room, please enter your full name so that you may gain access to the meeting. The host can call upon you during the public comment period.
- **Mute/Unmute:** Attendees will be muted and not audible to the Council except during times they are designated to speak. When you are announced, you will be able to unmute yourself.
- **Time limit:** Those testifying or providing audience comment will be limited to three (3) minutes each speaker unless an exception is granted by the Council.
- **Use headphones/mic** for better sound quality and less background noise, if possible.

**For additional information,  
please call (432)837-3301**

## Office of the Attorney General (OAG):

The Office of the Governor is in receipt of OAG's request to temporarily suspend certain open-meeting provisions of Texas law. OAG asserts that strict compliance with these laws could prevent, hinder, or delay necessary action by numerous governmental bodies in relation to efforts to cope with the COVID-19 disaster. State and local officials can slow the spread of COVID-19 by avoiding meetings that bring many people into congregate settings. OAG has identified provisions that frustrate this public-health goal by requiring that government officials, members of their staff, and members of the public be physically present at a specified meeting location. OAG's request would relax these open-meeting requirements to allow for telephonic or videoconference meetings of governmental bodies, without the need for face-to-face contact during a pandemic.

COVID-19 notwithstanding, Texans deserve transparency in government. To that end, OAG's request would leave important open-meeting protections in place. A governmental body would still be required to give the public written notice before holding a telephonic or videoconference meeting. *See, e.g.,* TEX. GOV'T CODE §§ 551.041, 551.043–551.044, 551.125(c), 551.127(d), 551.141. A governmental body would still have to provide the public with a recording of the telephonic or videoconference meeting. *See, e.g., id.* §§ 551.125(e), 551.127(g). And members of the public would still be entitled to participate and address the governmental body during the telephonic or videoconference meeting, perhaps through a dial-in number or videoconference software. *See, e.g., id.* §§ 551.007(b), 551.125(e).

Accordingly, the Office of the Governor agrees that it is appropriate to suspend certain open-meeting provisions, subject in each case to the following conditions that will apply to any governmental body invoking this suspension:

The requisite notice of a telephonic or videoconference meeting must comply with existing law on meeting notices and also must include in the meeting notice a toll-free dial-in number or a free-of-charge videoconference link that provides two-way communication for members of the public to both hear the meeting and address the governmental body.

If a governmental body prepares an agenda packet that would have publicly circulated in hard copy at a face-to-face meeting, an electronic copy of the agenda packet must be posted with the agenda to allow members of the public to follow along with the telephonic or videoconference meeting.

The public must be provided access to a recording of any telephonic or videoconference meeting.

In answering open-meeting questions during this disaster, OAG should remind state and local officials of the many requirements that remain in place during this temporary suspension. OAG's request recognizes that transparency is essential at this time, even if face-to-face contact is not.



In accordance with section 418.016 of the Texas Government Code, and subject to the conditions set forth above, the Office of the Governor suspends the following statutes to the extent necessary to allow telephonic or videoconference meetings and to avoid congregate settings in physical locations:

- those statutes that require a quorum or a presiding officer to be physically present at the specified location of the meeting; provided, however, that a quorum still must participate in the telephonic or videoconference meeting
  - TEX. GOV'T CODE § 551.122(b)
  - TEX. GOV'T CODE § 551.127(a-3), (b)–(c), (e), (h)–(i)
  - TEX. GOV'T CODE § 551.130(c)–(d), (i)
  - TEX. GOV'T CODE § 322.003(d), (e)(2)
  - TEX. GOV'T CODE § 845.007(f)(2)
  - TEX. GOV'T CODE § 855.007(f)(2)
  - TEX. CIV. PRAC. & REM. CODE § 74.102(f)
  - TEX. INS. CODE § 2151.057(d)(1)
  - TEX. LOCAL GOV'T CODE § 379B.0085(a)
- those that require physical posting of a notice; provided, however, that the online notice must include a toll-free dial-in number or a free-of-charge videoconference link, along with an electronic copy of any agenda packet
  - TEX. GOV'T CODE § 551.043(b)(2)–(3)
  - TEX. GOV'T CODE §§ 551.049–551.051
- those that require the telephonic or videoconference meeting to be audible to members of the public who are physically present at the specified location of the meeting; provided, however, that the dial-in number or videoconference link provided in the notice must make the meeting audible to members of the public and allow for their two-way communication; and further provided that a recording of the meeting must be made available to the public
  - TEX. GOV'T CODE § 551.121(f)(1)
  - TEX. GOV'T CODE § 551.122(d)
  - TEX. GOV'T CODE § 551.125(e)–(f)
  - TEX. GOV'T CODE § 551.126(d)(1)
  - TEX. GOV'T CODE § 551.127(f), (j)
  - TEX. GOV'T CODE § 551.130(e)–(f)
  - TEX. GOV'T CODE § 551.131(e)(1)
  - TEX. GOV'T CODE § 322.003(e)(3)
  - TEX. GOV'T CODE § 436.054(e)
  - TEX. GOV'T CODE § 845.007(f)(3)
  - TEX. GOV'T CODE § 855.007(f)(3)
  - TEX. AGRIC. CODE § 41.061(c)–(d)
  - TEX. AGRIC. CODE § 41.1565(c)–(d)
  - TEX. AGRIC. CODE § 41.205(d)–(e)

- TEX. AGRIC. CODE § 62.0021(c)–(d)
- TEX. EDUC. CODE § 66.08(h)(2)(B)
- TEX. FAM. CODE § 264.504(e)
- TEX. FIN. CODE § 11.106(c)(4)–(5)
- TEX. FIN. CODE § 154.355(d)(2)–(3)
- TEX. INS. CODE § 462.059(a)(1), (c)
- TEX. INS. CODE § 463.059(d)
- TEX. INS. CODE § 2151.057(e)
- TEX. INS. CODE § 2210.1051(b)(2)–(3)
- TEX. INS. CODE § 2211.0521(b)(2)–(3)
- TEX. LOCAL GOV'T CODE § 379B.0085(b)(2)–(3)
- TEX. SPEC. LOC. DIST. CODE § 9601.056(c)
- TEX. TRANSP. CODE § 173.106(e)–(f)
- TEX. TRANSP. CODE § 366.262(c)–(d)
- TEX. TRANSP. CODE § 370.262(c)–(d)
- those that may be interpreted to require face-to-face interaction between members of the public and public officials; provided, however, that governmental bodies must offer alternative methods of communicating with their public officials
  - TEX. GOV'T CODE § 551.007(b)
  - TEX. GOV'T CODE § 551.125(b)(1), (d)

This suspension is in effect until terminated by the Office of the Governor or until the March 13, 2020 disaster declaration is lifted or expires.

Thank you,

James P. Sullivan  
 Deputy General Counsel  
 Office of Governor Greg Abbott

**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.)

1. Discuss, consider, and approve the WTG gas contract, including the relocation of City gates. (M. Antrim, Interim City Manager)
2. Discuss, consider, and approve Resolution 2021-06-06 regarding WTG Gas rates. (M. Antrim, Interim City Manager)
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)
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)
5. Discuss, consider, and approve the proposed City of Alpine Organizational Chart. (M. Antrim, Interim City Manager)
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)
7. Discuss, consider, and approve submitted bid proposal by U Construction on the remodel of the Visitor Center (M. Antrim, Interim City Manager)
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.

- I. Discuss, consider, and approve the WTG gas contract, including the relocation of City gates. (M. Antrim, Interim City Manager)

**GAS SALES CONTRACT**  
**BETWEEN**  
**WTG GAS MARKETING, INC.**  
**"SELLER"**  
**AND**  
**CITY OF ALPINE, TEXAS**  
**"BUYER"**

**GAS SALES CONTRACT**

This CONTRACT, made and entered into effective the 1st day of June, 2021, hereinafter referred to as "Effective Date", by and between **WTG GAS MARKETING, INC.**, a Texas Corporation, hereinafter referred to as "Seller", and the **CITY OF ALPINE, TEXAS**, hereinafter referred to as "Buyer".

## **WITNESSETH**

THAT WHEREAS, Buyer owns and operates a gas distribution system at or near the City of Alpine, located in Brewster County, Texas, and at or near the City of Fort Davis, located in Jeff Davis County, Texas, and adjoining environs, and requires a supply of gas in and for the operation of said Facilities; and WHEREAS, Seller, has a supply of gas which is available for sale to Buyer; and WHEREAS, Seller desires to sell to Buyer and Buyer desires to purchase from Seller such gas under the terms and conditions hereinafter set forth; Now, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties covenant and agree as follows:

## **ARTICLE I** **DEFINITIONS**

As used herein, the following terms shall be construed to have the following scope and meaning:

1. "Day" shall mean the twenty-four (24) hour period commencing at 9:00 a.m. local time on any calendar day and ending at 9:00 a.m. local time on the following calendar day.
2. "Month" shall mean the period commencing at 9:00 a.m. local time on the first (1<sup>st</sup>) day of a calendar month and ending at 9:00 a.m. local time on the first (1<sup>st</sup>) day of the next succeeding calendar month.
3. "Year" shall mean a period of three hundred sixty-five (365) consecutive days commencing and ending at 9:00 a.m. local time; provided, however, that any such year which contains the date of February 29 shall consist of three hundred sixty-six (366) consecutive days.
4. "Gas" shall mean natural gas, including gas well gas, casinghead gas or the residue gas resulting from processing either casinghead gas or gas well gas.
5. "Cubic foot of gas" shall mean the volume of anhydrous gas contained in one (1) cubic foot of space at a standard pressure of fourteen and seventy-three hundredths (14.73) psia and a standard temperature of sixty (60) degrees Fahrenheit, hereinafter called "F".
6. "Mcf" shall mean one thousand (1,000) cubic feet.
7. "British Thermal Unit", hereinafter called "BTU", shall mean the amount of heat required to raise the temperature of one (1) avoirdupois pound of pure water, hereinafter called "H<sub>2</sub>O", one (1) degree F from fifty-eight and five-tenths (58.5) degrees F at a constant pressure of fourteen and seventy-three hundredths (14.73) psia.

8. "Gross Heating Value" shall mean the number of Btus produced by the complete combustion, at a constant pressure, of the amount of gas which would occupy a volume of one (1) cubic foot at a temperature of sixty (60) degrees F, if saturated with water vapor and at a constant pressure of fourteen and seventy-three hundredths (14.73) psia and under standard gravitational force (acceleration 980.655 centimeters per second) with air of the same temperature and pressure as the gas when the products of combustion are cooled to the initial temperature of the gas and air when the water formed by combustion is condensed to the liquid state. The gross heating value so determined shall be corrected from the conditions of testing to that of the actual condition of the gas as delivered expressed in Btu per cubic foot and reported at a pressure base of fourteen and seventy-three hundredths (14.73) psia; provided, however, if the gas delivered contains seven (7) pounds of water vapor or less per one million (1,000,000) cubic feet, such gas shall be deemed to be anhydrous.
9. "MMBtu" shall mean one million (1,000,000) Btus.
10. "Psi" shall mean pounds per square inch.
11. "Psia" shall mean pounds per square inch, absolute.
12. "Psig" shall mean pounds per square inch, gauge.
13. "MAOP" shall mean maximum allowed operating pressure.
14. "RRC" shall mean Railroad Commission of Texas.
15. "Facilities" shall mean Buyer's natural gas distribution system serving the City of Alpine, Texas, the City of Fort Davis, Texas and adjoining environs, as such system may be enlarged or extended.

## **ARTICLE II**

### **QUANTITY**

1. Subject to the terms and conditions hereof, commencing with the Effective Date and continuing throughout the term hereof, Seller agrees to deliver and sell, and Buyer agrees to accept, purchase and pay for the entire quantity of gas required by Buyer in and for the operation of the Facilities.
2. Buyer shall not resell any gas sold and purchased hereunder except solely in and for the operation of the Facilities.
3. If Seller interrupts, suspends or curtails delivery of gas pursuant to the laws, rules, regulations or orders of any governmental agency, court or authority having jurisdiction, or due to the request of any court, agency, governmental official, or the RRC, such interruption, suspension or curtailment shall be without liability to Seller.

## **ARTICLE III**

## **POINT(S) OF DELIVERY & DELIVERY PRESSURE**

1. The Point(s) of Delivery for gas sold and purchased hereunder shall be at the outlet side of WTG Gas Transmission Company's metering station (City of Alpine, Texas town border station and City of Fort Davis, Texas), which is the existing measuring facilities located at Buyer's Facilities in Brewster County and Jeff Davis County, Texas. Title to all gas sold and delivered hereunder shall pass from Seller to Buyer at the Point(s) of Delivery.
2. The measuring and related facilities at the Point(s) of Delivery, that are existing and connected to Seller's, or Seller's designee's, system, shall be owned, maintained and operated by Seller, or Seller's designee.
3. The parties hereto, or their respective designee, shall at all reasonable times have access to the premises of each other insofar as such premises are directly connected with any matter or thing covered hereby, for inspection, operation, installation, removal, repair and testing of equipment, but the operation of measuring equipment and changing of charts shall be done only by the employees or agents of Seller or Seller's designee.
4. Buyer may, at its option, install check measurement equipment for checking Seller's, or its designee's, metering facilities at the Point(s) of Delivery, same to be so installed as not to interfere with the operation of Seller's or Seller's designee's, metering facilities at such Point(s) of Delivery.
5. The Pressure at which Seller, or Seller's designee, shall deliver gas hereunder at the Point(s) of Delivery shall be as may be necessary to enter Buyer's Facilities but not in excess of the pressure Seller, or its designee, may have existing and available from time to time in Seller's or Seller's designee's, pipeline at the Point(s) of Delivery.

## **ARTICLE IV MEASUREMENT**

For purposes of billing hereunder, Buyer and Seller agree to rely upon the information submitted by WTG Gas Transmission Company as to the quantity of gas measured at the Delivery Point, provided that accepted industry standards relating to gas measurement are adhered to.

## **ARTICLE V QUALITY**

All gas tendered for sale under this Contract shall meet the quality specifications of WTG Gas Transmission Company. All specifications, definitions, and terms of WTG Gas Transmission Company relating to the delivery of gas are incorporated herein by reference. If the gas fails to meet said standards of quality, then either party may suspend delivery immediately as its sole remedy, and shall provide written notice for such suspension to the other party as soon as practicable. Seller shall not be obligated to odorize the gas and Buyer shall hold Seller harmless from any and all claims, losses, damages and expense associated with adverse claims arising from the odorization or failure to odorize the gas delivered hereunder.



## **ARTICLE VI**

### **PRICE**

Commencing on the Effective Date, Buyer shall pay Seller for volumes delivered by Seller hereunder under the terms and conditions and at a price per MMBtu as set forth on Exhibit "A" attached hereto.

## **ARTICLE VII**

### **INVOICING, PAYMENT, INTEREST & AUDIT**

1. Invoicing – On or before the twentieth (20<sup>th</sup>) day of each calendar month, Seller shall mail unto Buyer at Buyer's address, as reflected in Article XVI hereof, an invoice reflecting the quantity of gas sold and purchased during the preceding calendar month at the price as defined in Article VI.
2. Payment – On or before fifteen days after receipt of such invoice from Seller, Buyer shall pay to Seller, the amount due pursuant to this Contract for deliveries during the preceding calendar month. The remittance address for Seller shall be such address as reflected on Seller's invoice from time to time.
3. Interest – If Buyer shall fail to pay any amount due, then interest thereon shall accrue at the rate equal to two (2) percentage points above the prime interest rate posted by the Well Fargo Bank – Texas, NA, from time to time, so long as such rate does not exceed the then legal usury rate, from the date due until the date of actual payment; provided, however, that if presentation of the invoice by Seller is delayed after the twentieth (20<sup>th</sup>) day of the month, then the time of payment shall be extended accordingly, unless Buyer is responsible for said delay. If Buyer shall fail to pay any amount due to Seller hereunder when the same is due and should said failure continue for twenty (20) days, Seller may, by giving Buyer seven (7) days written notice, suspend deliveries of gas hereunder and said suspension shall be in addition to any and all other remedies available hereunder; provided, however, if such overdue payment is received by Seller within such seven (7) day period, suspension of deliveries of gas will not be invoked.
4. Adjustment of Errors – In the event an error is discovered in any statement or payment hereunder, such error shall be adjusted within sixty (60) days of the determination thereof; provided, however, that the claim therefor shall have been made within two (2) years from the date of such statement or payment.
5. Audit – Each party hereto shall have, at its expense, the right at all reasonable times, to examine the books and records of the other party to the extent necessary to verify the accuracy of any statement, charge, computation or demand made under or pursuant to this Contract. Each party agrees to keep records and books of account in accordance with generally accepted accounting principles and practices in the industry. Any statement shall be final as to both parties unless questioned within two (2) years after the date of the statement.

## **ARTICLE VIII**

### **TERM**

1. This Contract shall become effective on the Effective Date hereof and shall continue in full force and effect for an initial period ending May 31, 2031. This Contract shall

continue year to year thereafter with written notice of termination to the other which shall be received at least sixty (60) days prior to the expiration date of the initial term or any automatic extensions.

2. This Contract may otherwise terminate as provided in Paragraph 2. Of Article XV hereof.

#### **ARTICLE IX** **FORCE MAJEURE & LIABILITY**

1. Seller and Buyer, as to each other, each assumes full responsibility and liability for the maintenance and operation of their, or their designee's, respective properties, if any, and shall save harmless the other party from all liability and expense on account of any and all damages, claims or actions, including injury to and death of persons, arising from any act or accident in connection with the installation, presence, maintenance and operation of the property and equipment of the indemnifying party, or its designee.
2. Seller shall not be liable to Buyer for its failure to deliver gas, and Buyer shall not be liable to Seller for its failure to receive gas, when such failure on the part of either party shall be due to accident to or breakage of Seller's, or Seller's designee's, or Buyer's pipelines, machinery or equipment, or if caused by fire, floods, storms, weather conditions, strikes, riots, legal interference, failure of gas supply, interruption of transportation service, acts of God or public enemy, shutdowns for necessary repairs and maintenance, or without limitation by enumeration, any other cause beyond the reasonable control of the party failing to deliver or receive gas, as the case may be, provided such party shall promptly and diligently take such action as may be necessary and practicable under the then existing circumstances to remove the cause of failure and resume the delivery or receipt of gas, as the case may be.

#### **ARTICLE X** **NON-WAIVER OF FUTURE DEFAULT**

No waiver by either Seller or Buyer of any one or more defaults by the other in performance of any of the provisions of this Contract shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or of a different character.

#### **ARTICLE XI** **SUCCESSORS AND ASSIGNS**

Any party which shall succeed Seller by purchase, merger, consolidation or other business requirement to the properties and obligations, substantially as an entirety, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Contract. No assignment of this Contract by Buyer or Seller, or any of the rights or obligations thereunder, shall be made unless there first shall have been obtained the consent thereto of the other, which consent shall not be unreasonably withheld. Seller or Buyer may pledge or assign their respective right, title and interest in and to and under this Contract to a trustee or trustees, individual or corporate, as security for bonds or other obligations or securities without the necessity of any such trustee or trustees becoming in any respect obligated to perform the obligations of the

assignor under this Contract and if any such trustee be a corporation, without it being required to qualify to do business in any State in which performance of this Contract may occur.

## **ARTICLE XII**

### **WARRANTY OF TITLE**

Seller warrants the title to all gas delivered by Seller hereunder and agrees to indemnify Buyer from all suits, actions, debts, accounts, damages and losses arising from or out of adverse claims by any and all persons to said gas or to royalties, or to any charges against said gas.

## **ARTICLE XIII**

### **RESPONSIBILITY**

1. Seller shall be in control and/or possession of the gas sold hereunder and responsible for any damage or injury caused thereby until the same shall have been delivered to Buyer at the Point(s) of Delivery.
2. Buyer shall be in control and possession of the gas purchased hereunder and responsible for any damage or injury caused thereby after the same shall have been received by Buyer at the Point(s) of Delivery.

## **ARTICLE XIV**

### **TAXES**

Buyer shall provide Seller with the applicable state tax exemption certificate regarding purchases hereunder, if applicable, and shall be liable for payment of all sales and use, excise, gross receipts or other transaction taxes, or taxes based upon heat content, including any applicable penalties and/or interest (regardless of when, how, or against which party such tax, penalty and/or interest is imposed) by any federal, state, or local government or instrumentality thereof, upon the sale, transfer, or delivery of all gas sold, transferred, or delivered by Seller pursuant to this Contract, or upon the Buyer's purchase, possession, storage, use, or consumption thereof. This provision shall survive termination of this Contract.

## **ARTICLE XV**

### **REGULATORY BODIES**

1. This Contract is subject to all valid orders, rules and regulations of any State, Federal or other regulatory body having jurisdiction over the purchase, sale or use of the gas sold hereunder and the parties agree to comply with such orders, rules and regulations. Should either of the parties, by law or regulation, be ordered or required to do any act inconsistent with the provisions of this Contract, this Contract shall be deemed to be modified to conform with such law or regulation.
2. Notwithstanding anything to the contrary contained herein, if at any time during the term hereof, any State, Federal or other regulatory body having jurisdiction shall take any action which is designed or otherwise subjects this Contract, or the transportation agreement(s) required to deliver gas hereunder, to any greater or different regulation or jurisdiction than that existing on the Effective Date (or

thereafter as such regulation or jurisdiction may have change and been accepted by Seller), then upon verbal notice given to Buyer, Seller may cancel and terminate this Contract on the effective date of such governmental action.

3. Each of the parties understands that should the RRC, or other governmental regulatory body, require approval of, or that certain actions be taken for the approval of, the sale, purchase or transportation of gas under this Contract, presently or in the future, then each of the parties will make any necessary applications or filings, will take other necessary actions, and will submit any records or data to the regulatory body so that requisite regulatory authorization may be obtained or granted. In the event that such authority is not obtained or granted, then the parties understand that their mutual obligations under this Contract as expressed hereinafter will have no force or effect as to the sale and purchase of gas and there will be no liability on the part of either of the parties.

#### **ARTICLE XVI** **NOTICES**

Any notice or request provided for in this Contract shall be mailed or delivered to the party to whom given at such party's address as follows:

**BUYER:**

City of Alpine, Texas  
100 N. 13<sup>th</sup> Street  
Alpine, Texas 79830  
Telephone: (432) 837-3301  
Facsimile: (432)

**SELLER:**

WTG Gas Marketing, Inc.  
211 North Colorado  
Midland, Texas 79701  
Telephone: (432) 682-6311  
Facsimile: (432) 682-4024

Or at such other address as such party shall from time to time designate as the address for such purpose, by letter addressed to the other party. The mailing of notice by first-class mail shall constitute service of notice hereunder.

#### **ARTICLE XVII** **MISCELLANEOUS**

1. This Contract constitutes the entire understanding of the parties relating to the sale and purchase of gas hereunder and there shall be no modification or waiver hereof except by writing, signed by the party claimed to be bound thereby.
2. The descriptive heading of the provisions of this Contract are formulated and used for convenience only and shall not be deemed to affect the meaning or construction of any such provision.
3. This Contract shall be construed and governed by the laws of the state of Texas, with venue fixed in Midland County, Texas.
4. This Contract shall terminate and supersede any prior Contracts made between Seller and Buyer.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in multiple counterparts by their respective personnel thereunto duly authorized, as of the Effective Date.

**BUYER:**

**CITY OF ALPINE, TEXAS**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SELLER:**

**WTG GAS MARKETING, INC.**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "A"**

To the Gas Sales Contract  
Dated  
February 22, 2012  
by and between

**WTG GAS MARKETING, INC.  
And  
CITY OF ALPINE, TEXAS**

This Nomination Notice sets out the agreement of the parties for the purchase and sale of natural gas pursuant to that certain Gas Sales Contract between the parties, as stated above, and become a part of and subject to the terms and conditions of such Contract.

TERM OF DELIVERY: Beginning June 1, 2021 through May 31, 2031

MONTHLY  
BASE LOAD  
QUANTITY  
Buyer's Requirements

PRICE TO BUYER AT DELIVERY POINT  
Equal to 103% of the higher of the first of the month West Texas – Waha, or El Paso – Permian index price as published in "Inside FERC's – Gas Market Report, plus \$1.10 per MMBtu.

If at any time during the term of this Contract the transportation and fuel charges assessed by third party pipelines to Seller increase or decrease, the price payable by Buyer to Seller shall be adjusted accordingly. Should Seller incur any non-normal transportation penalties or fees due to an event of Force Majeure, those penalties or fees will be the responsibility of Buyer.

Effective Date of this Exhibit A: June 1, 2021

Supersedes Exhibit A Effective: This an original Exhibit A

**WTG GAS MARKETING, INC.**

**CITY OF ALPINE, TEXAS**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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 15<sup>th</sup> DAY OF JUNE 2021 BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.**

**ATTEST:**

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Andres "Andy" Ramos, Mayor

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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 15<sup>th</sup> 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<sup>W</sup>

#### Footnotes:

--- (1) ---

**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](http://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](mailto: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](mailto: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 6<sup>TH</sup> 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:**

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Andres "Andy" Ramos, Mayor

---

Geoffrey R. Calderon, Interim City Secretary

**APPROVED AS TO FORM:**

---

Rod Ponton, City Attorney

## EXHIBIT "A"

### ARTICLE VII. - OUTDOOR LIGHTING<sup>[6]</sup>

Footnotes:

--- (6) ---

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.~~



- ~~(c) — 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].

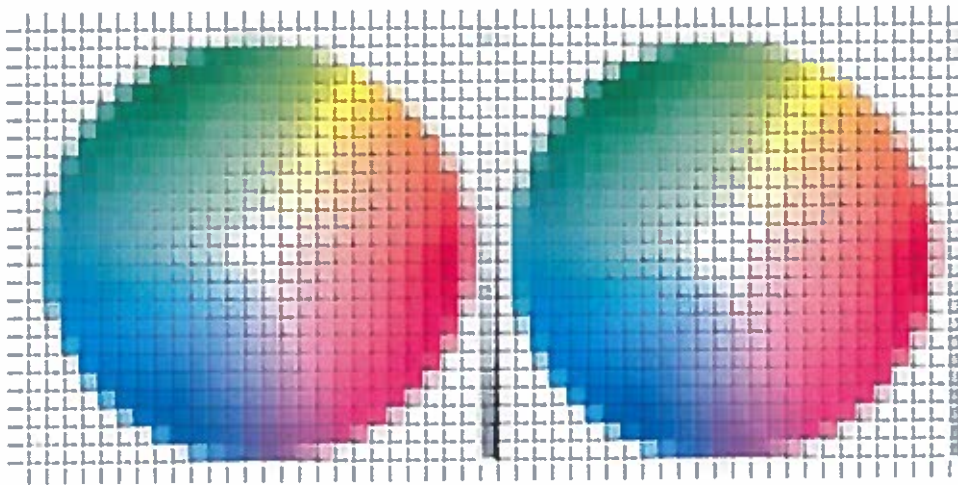
(Ord. No. 2010-06-01, (exh. A), 9-7-10)

~~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

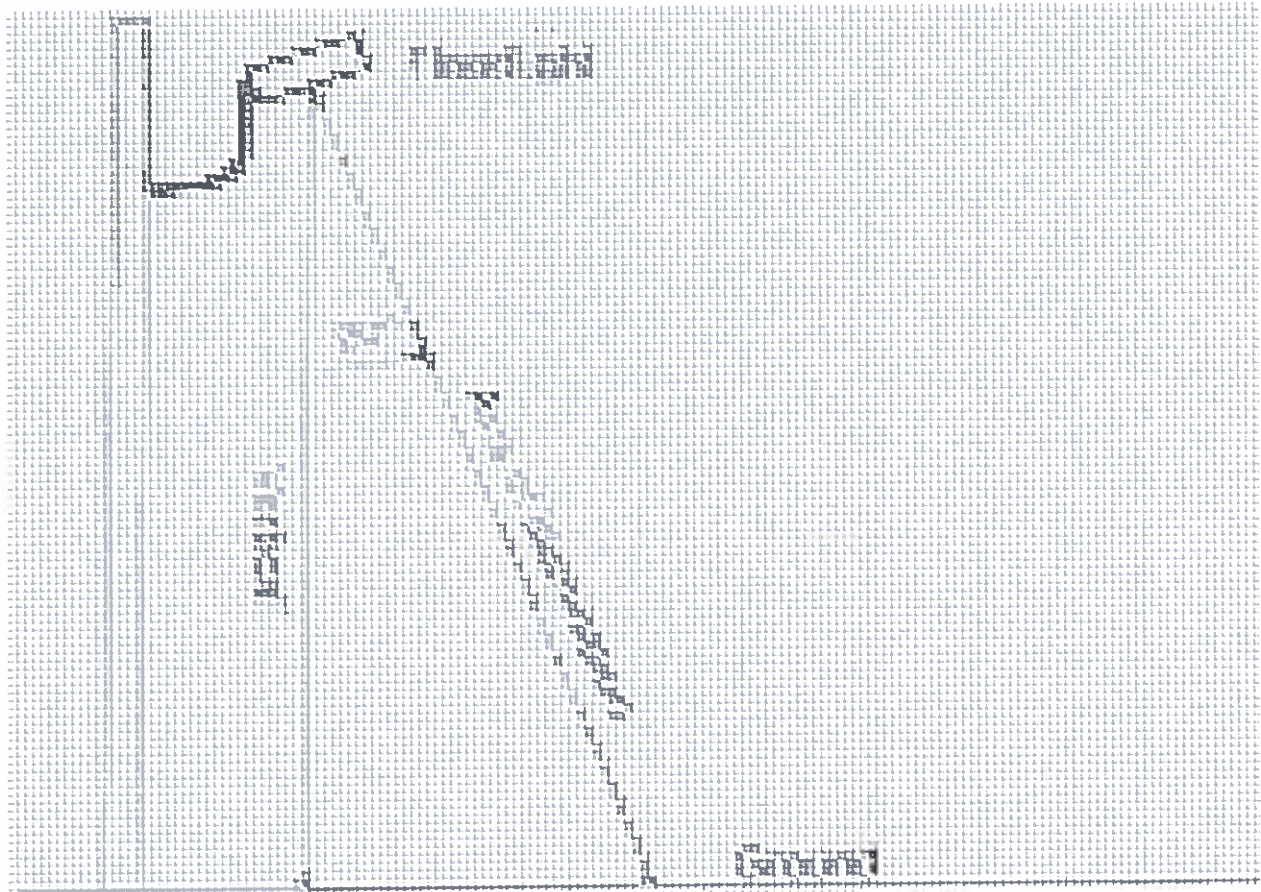


Exhibit 1. See [subsection 18-233(a)(1) of this article]: For spotlights and floodlights mounted overhead on poles and used for area lighting the axis of illumination shall be adjusted to an angle not more than 20 degrees from the vertical line between the fixture and the ground.

Figure 3- DELETE

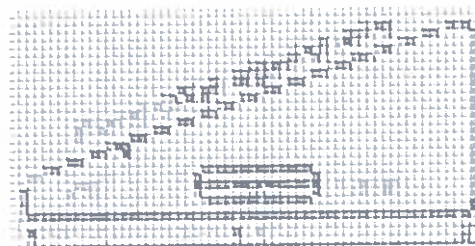




Exhibit 2. A tool for aiming lights as in Exhibit 1, above. Place the upper edge of the tool against the lens, and adjust the fixture so the bubble shows level.

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

#### ~~AN ORDINANCE TO IMPROVE OUTDOOR LIGHTING~~

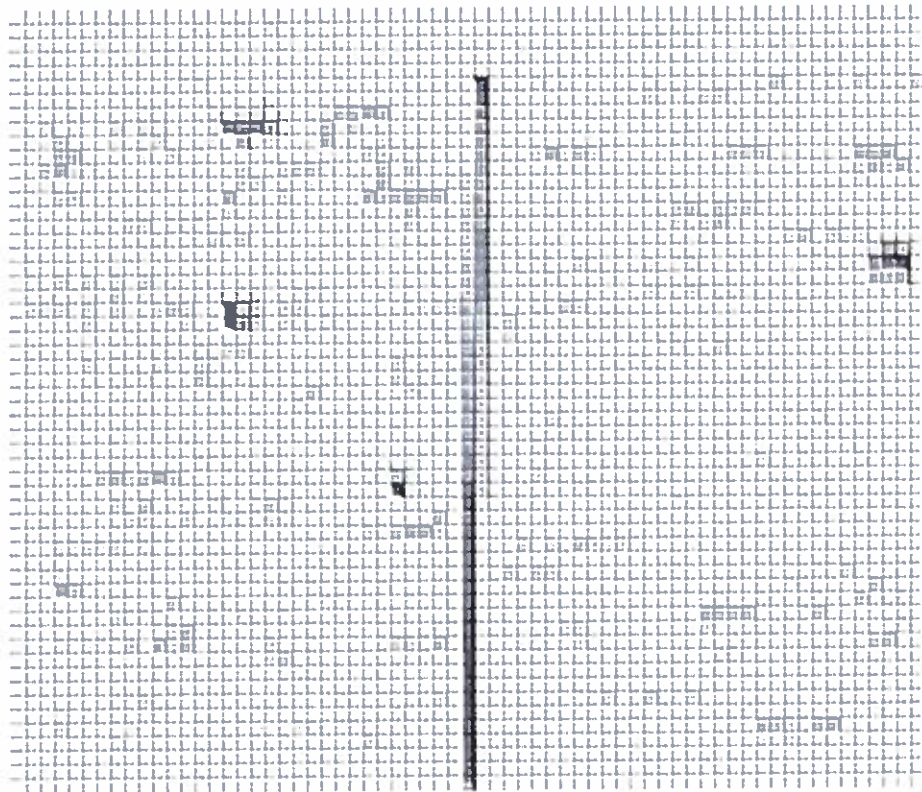
##### ~~City of Alpine, Texas~~

~~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.~~

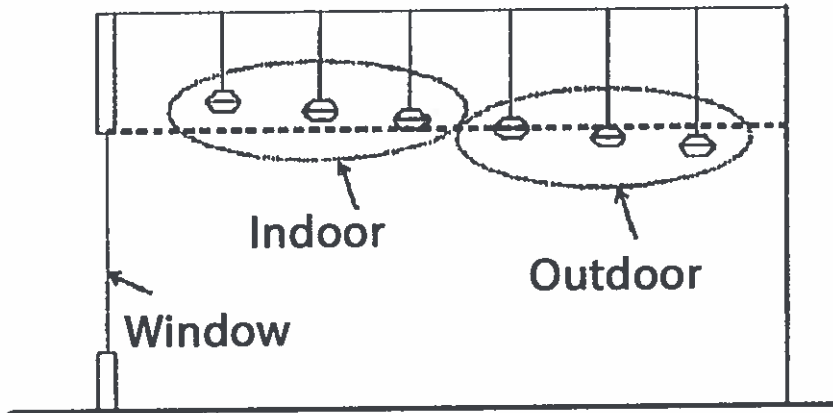
~~The goal is not to turn off lights at night but direct it to where it is wanted and prevent it from being wasted into the night sky.~~

~~\*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.**



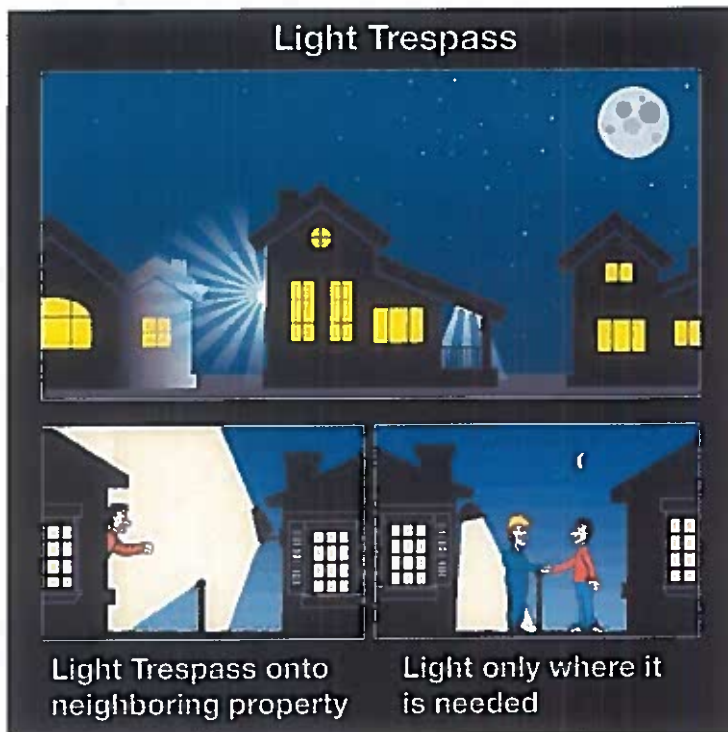
- 1) Elevation view showing an example of a nonresidential application of indoor lighting, labeled "Outdoor", which will be subject to this article.
- 2) The example presumes the structure in question is not elevated such that any of the luminaires labeled "Indoor" may be seen from any other property.
- 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.

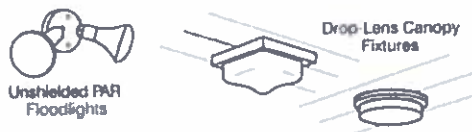
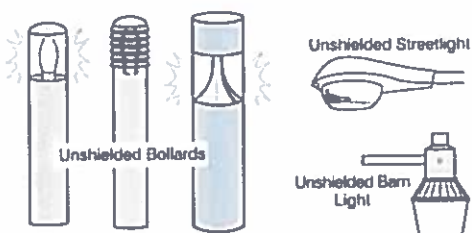
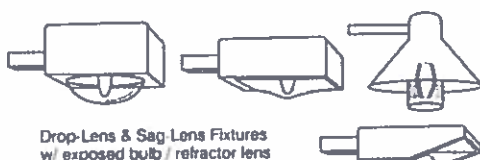
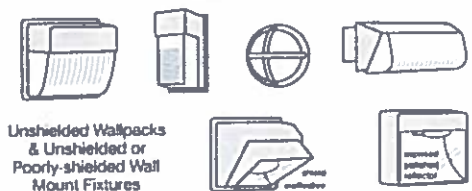


**Exhibit 4. Unacceptable Fixtures and Acceptable Fixtures - Note the presence or absence of shielding, the purposeful design and the direction the light is intended to shine towards.**

## Examples of Acceptable / Unacceptable Lighting Fixtures

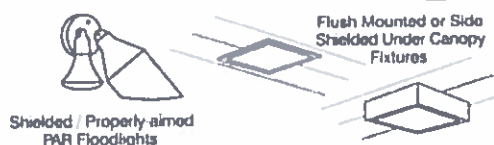
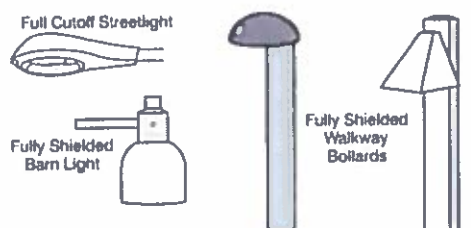
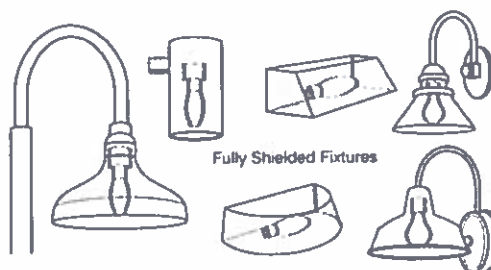
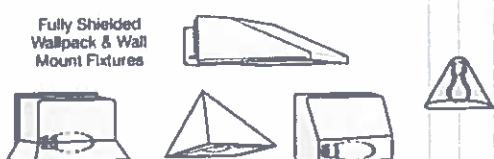
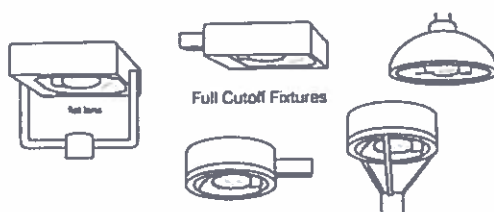
### Unacceptable / Discouraged

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.

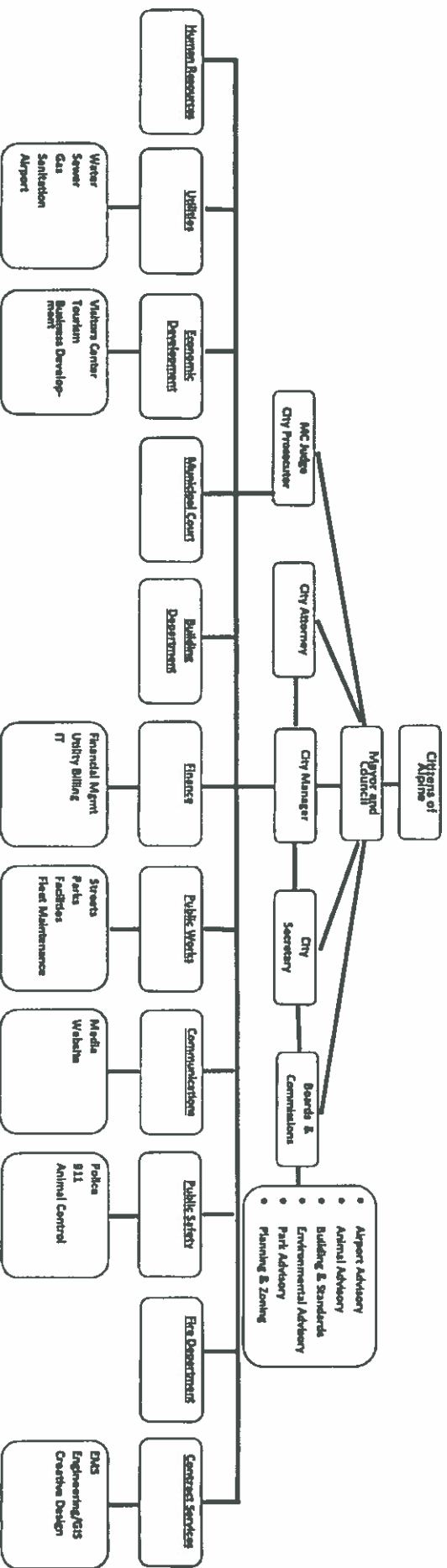
**Exhibit 5. Internally Illuminated Signs.**

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

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 10<sup>th</sup> 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
<b>Total Sale Price</b>	<b>\$191,103.39</b>

<b>Lot</b>	<b>\$0.00</b>
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

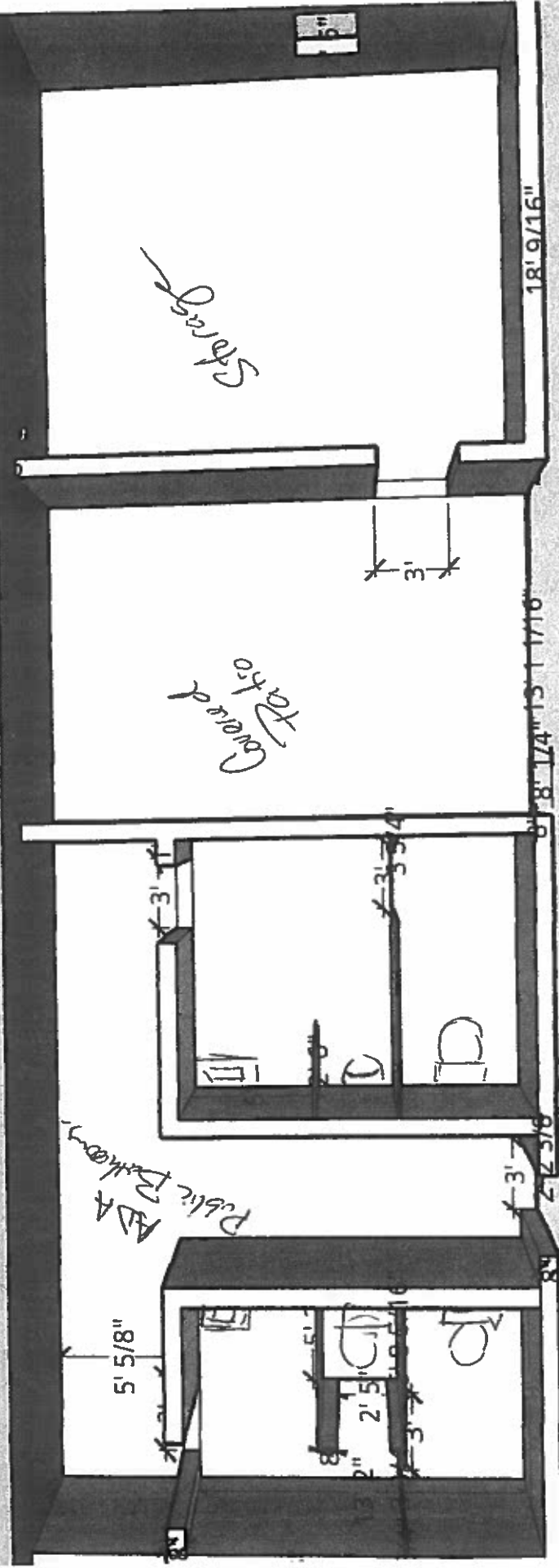


Existing Visitor Center

Public Bathroom  
A & A

Covered  
Tahoe

Storage



28'

18' 9/16"



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
<b>Total Sale Price</b>	<b>\$89,495.64</b>

## 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

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

<b>Interior Finishes</b>		<b>\$600.00</b>
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

<b>Final Steps</b>		<b>\$1,700.00</b>
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	Concrete Blocks/Stucco Exterior/Windows/ Metal Roof
	Storage Room	Concrete Blocks/Stucco Exterior/Windows/ Metal Roof
	Installation of	
	Fixtures	
	Lighting	
Phase 4	Flooring	
	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: Jose R. Uranga

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:

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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

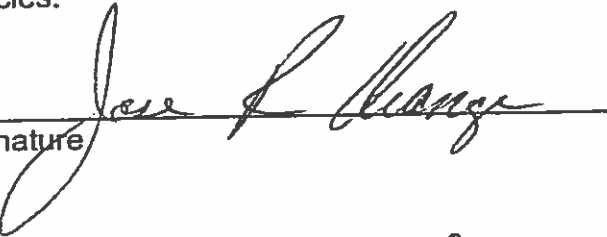
COMPANY ADDRESS: P.O. Box 1532 Alpine Tx 79831

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

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. 13<sup>th</sup> 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**

<b>For Building Services Use Only</b>	
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

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

**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

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

**CITY OF ALPINE  
SHORT TERM RENTAL REGISTRATION**


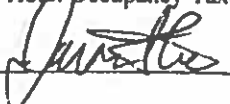
☒ **New**    ☐ **Change**

<b>SECTION 1: PROPERTY INFORMATION</b>		
Property Name <b>OH HI HOUSE</b>	Street Number <b>503</b>	Street Name <b>E AVENUE B</b>
<b>LEGAL DESCRIPTION</b>		
Addition, Block, Lot <b>HANCOCK B, BLOCK 70, LOT 2 E/2-2 W/2 OF LT 3</b>		Total Number of Units in Building <b>1</b>

<b>SECTION 2: OWNER INFORMATION</b> <i>Complete at least one listed below</i>		
<b>A. Individual Ownership</b>		
Owner First Name <b>JASON &amp; ROBIN</b>	Owner Last Name <b>STONE</b>	Primary Telephone Number <b>512-466-5718</b>
Mailing Address <b>6307 HIGHLAND HILLS DRIVE, AUSTIN, TEXAS 78731</b>		Email Address <b>rhstonebc@gmail.com</b>
<b>B. Corporate Ownership</b>		
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 <b>OH HI HOUSE LLC</b>		
Contact First Name <b>JASON &amp; ROBIN</b>	Contact Last Name <b>STONE</b>	Primary Telephone Number <b>512-466-5718</b>
Mailing Address <b>6307 HIGHLAND HILLS DRIVE, AUSTIN, TEXAS 78731</b>		Email Address <b>RHSTONEBC@GMAIL.COM</b>

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

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.



**Robin 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

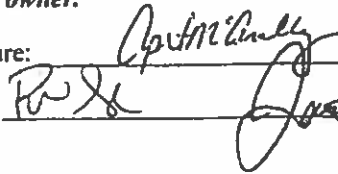
**Mailing Address:** PO BOX 125, ALPINE, TEXAS 79831

**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.

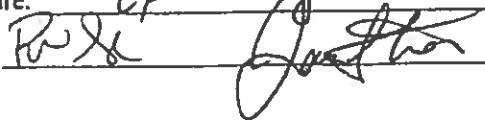
*By signing below, the local representative acknowledges that he/she has read, fully understands and agrees to comply with the responsibilities outlined above. Please provide a copy of Driver's License if different from STR property owner.*

**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

- 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. 13<sup>th</sup> 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

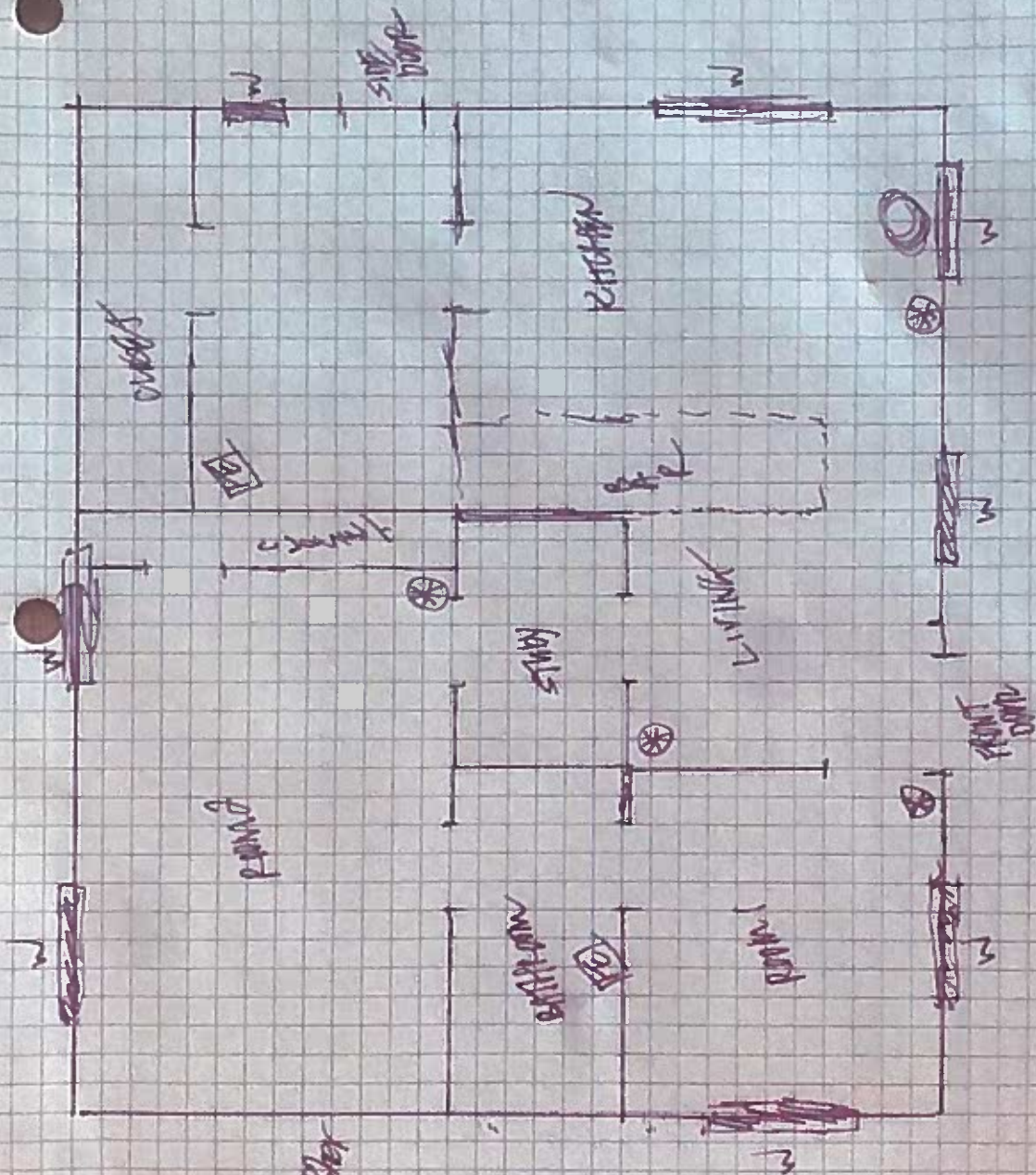


Bienvenidobigbend.com



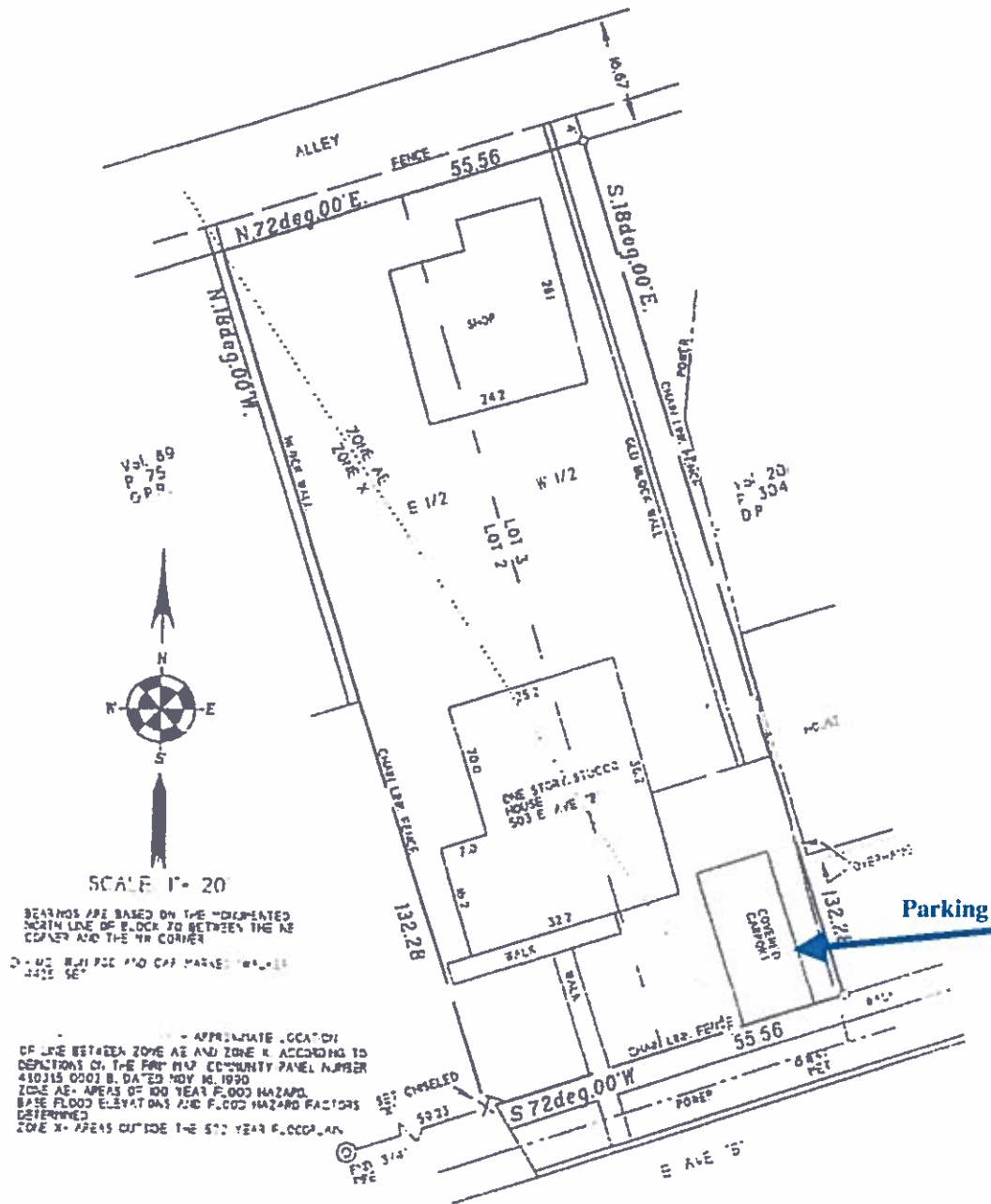
117 N 6<sup>th</sup> St. Alpine, Texas 79830





(⊗) smoke detector  
 (⊞) fire extinguisher

STONE  
 1505 E. AVE. B. ARLING, TX 76010



PLAT of a survey of the East 1/2 of Lot 2 and the West 1/2 of Lot 3 Block 70 Hancock Addition Subdivision "B", as per a plat on file in Envelope #63 in the office of the County Clerk, City of Alpine, Brewster County Texas said tract is also described in Vol 71 P 65, Official Public Records



I hereby certify that this plat represents the results of an actual survey on the ground made by me or under my direct supervision 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  
 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 10<sup>th</sup>, 2021, to be effective as of  
the Effective Date.

EQUITY TRUST CO CUSTODIAN fbo 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 fbo  
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]



Signature of Notary Public

Notary Name (Printed)

Date commission expires

AFTER RECORDING RETURN TO:

ELLYSON 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 2<sup>nd</sup> 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 15<sup>th</sup> 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](http://www.alpintexas.com);  
Big Bend Tourism Council – [www.visitbigbend.com](http://www.visitbigbend.com); Alpine Avalanche (local newspaper) [www.alpineavalanche.com](http://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](http://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 &amp; Units

2

Size of property lot

6720.00 sqft

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 &amp; 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 21<sup>st</sup> 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



**CITY OF ALPINE  
SHORT TERM RENTAL REGISTRATION**

☒ **New**    ☐ **Change**

<b>SECTION 1: PROPERTY INFORMATION</b>		
Property Name <b>La PALOMA</b>	Street Number <b>208</b>	Street Name <b>BERKELY</b>
<b>LEGAL DESCRIPTION</b>		
Addition, Block, Lot <b>BERKLEY, BLOCK 1, LOT 8/2 of LT4, ALL of LOT 5 LAB# HWC0270239</b>		Total Number of Units in Building <b>1</b>

<b>SECTION 2: OWNER INFORMATION</b> <i>Complete at least one listed below</i>		
<b>A. Individual Ownership</b>		
Owner First Name <b>ADAM &amp; SHATIEL</b>	Owner Last Name <b>BRANT</b>	Primary Telephone Number <b>362-610-2560</b>
Mailing Address <b>1009 N BIRD ST, ALPINE, TX, 79830</b>		Email Address <b>CONSIDERWHATUDO@GMAIL.COM</b>
<b>B. Corporate Ownership</b>		
Ownership Form: <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Kiosk <input type="checkbox"/> Other (Please Explain)		
Business Name		
Contact First Name	Contact Last Name	Primary Telephone Number
Mailing Address		Email Address

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

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.

*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 76830  
\_\_\_\_\_  
(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

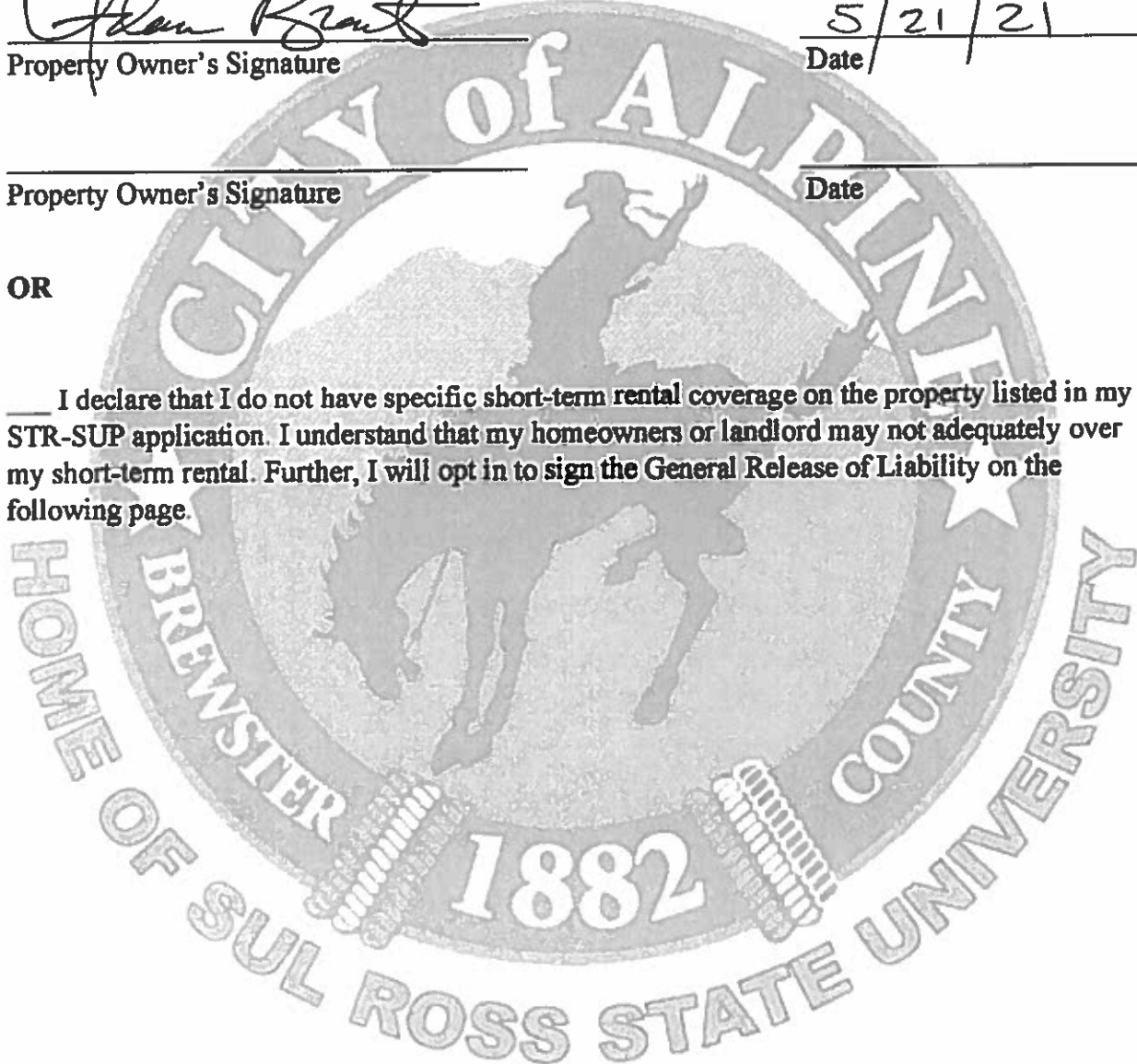
5/21/21  
Date

\_\_\_\_\_  
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

<b>Payment Plan:</b>	<b>Down Payment:</b>	<b>Installment:</b>	<b>Installment Fee:</b>	<b>Estimated Total:</b>
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 55') 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".

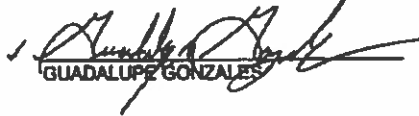
Subject to the liens described as being part of the Consideration; validly existing easements and rights-of-way, whether of record or not; mineral interests outstanding in persons other than Grantor; and taxes for 2021, which have been prorated and adjusted in cash as of the date hereof, the payment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

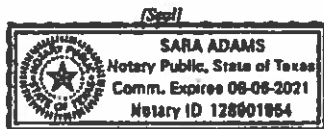
EXECUTED by Grantor as of the date first above written.

  
GUADALUPE GONZALES

(Acknowledgment)

STATE OF TEXAS       §  
                                  §  
COUNTY OF BREWSTER   §

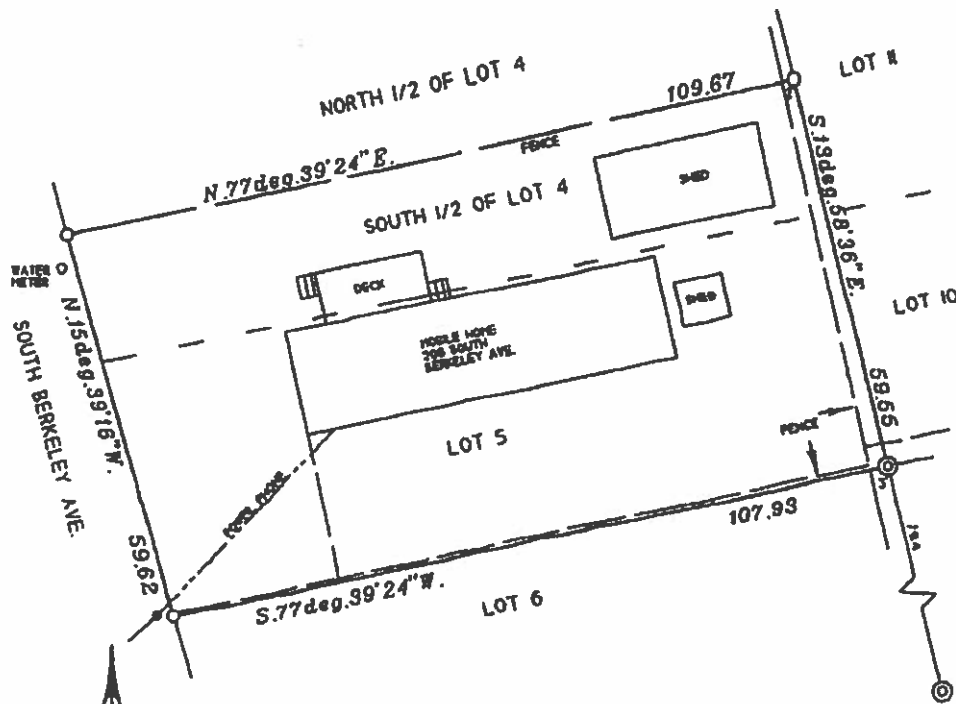
This instrument was acknowledged before me on April 28, 2021, by GUADALUPE GONZALES.



  
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



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

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.000'E.)

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

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/](http://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 1/2 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**

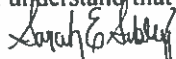
☒ **New**    ☐ **Change**

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

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

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

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

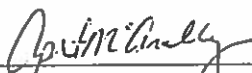
**Physical Address:** 117 N 6TH ST., ALPINE, TEXAS 79830      **Email:** BIENVENIDOBIGBEND@GMAIL.CO

**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 6<sup>th</sup> 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 6<sup>th</sup> 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).

<b>PRODUCER</b> GSM Insurors PO Box 1478 Rockport TX 78381	<b>CONTACT NAME:</b>	<b>PHONE (A/C, No, Ext):</b> 432-837-7419	<b>FAX (A/C, No):</b> 361-729-3817
	<b>E-MAIL ADDRESS:</b> info@gsminsurors.com		
<b>INSURED</b> Desert Dame Thirty 103 LLC Sarah Sibley PO Box 60 Alpine TX 79831	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		CCP934077	11/8/2020	11/8/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 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. 13<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> St. Alpine, Texas 79830



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 shown 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, Brester County, Texas



SCAF: 1-20

BEARINGS ARE BASED ON THE CENTERLINE  
OF THE CLOSED NORTH-SOUTH ALLEY AS  
MONUMENTED

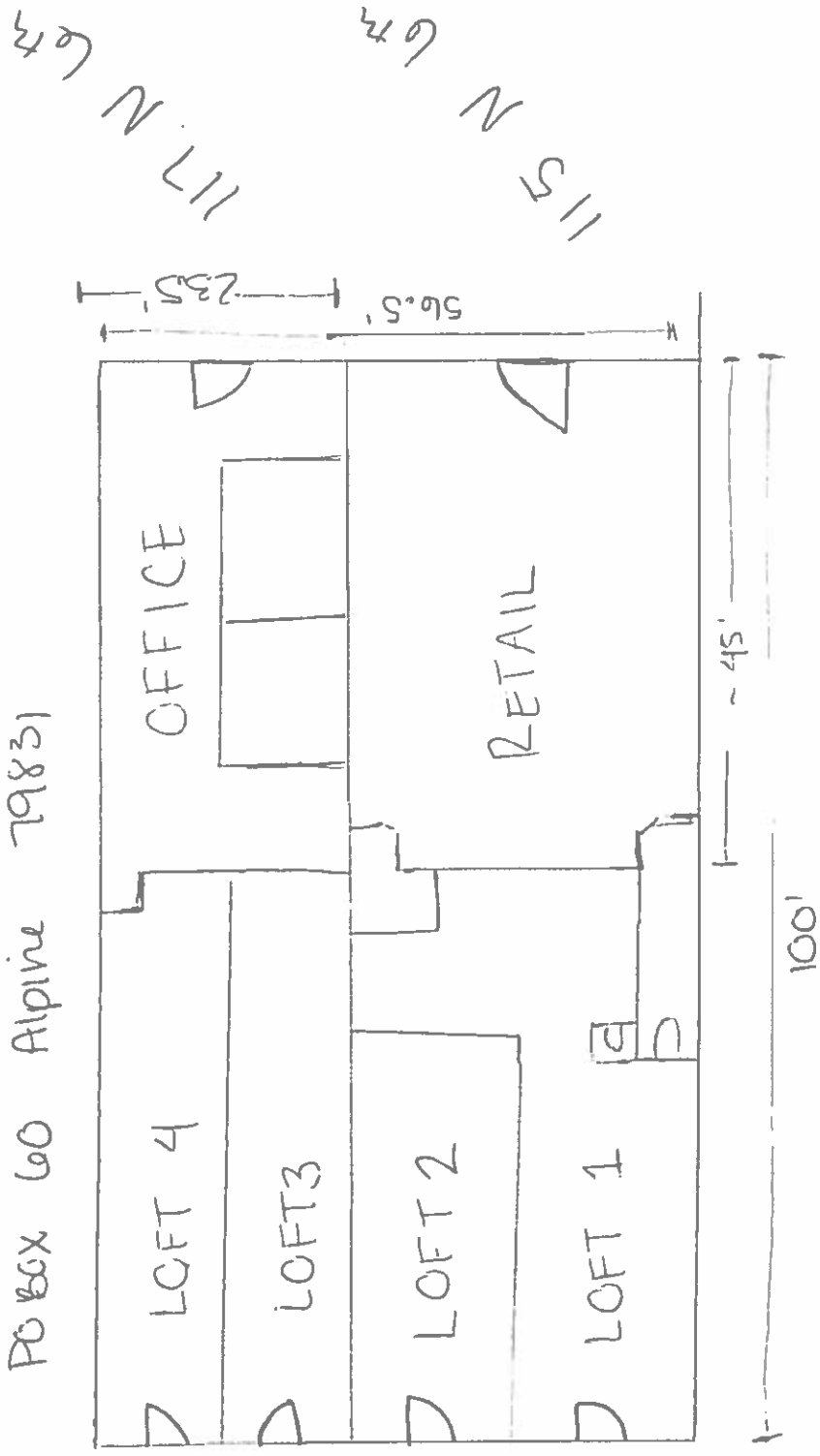
2 - 1/2" IRON ROD AND CAP MARKED "WALKER  
4423" SEE

ACCORDING TO THE FBI MAP, COMMUNITY-PANEL NUMBER 480081 0002 & DATED NOV. 14, 1970, THE TRACT IS IN ZONE A2, AREA OF 100 YEAR FLOODPLAIN BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS DETERMINED.

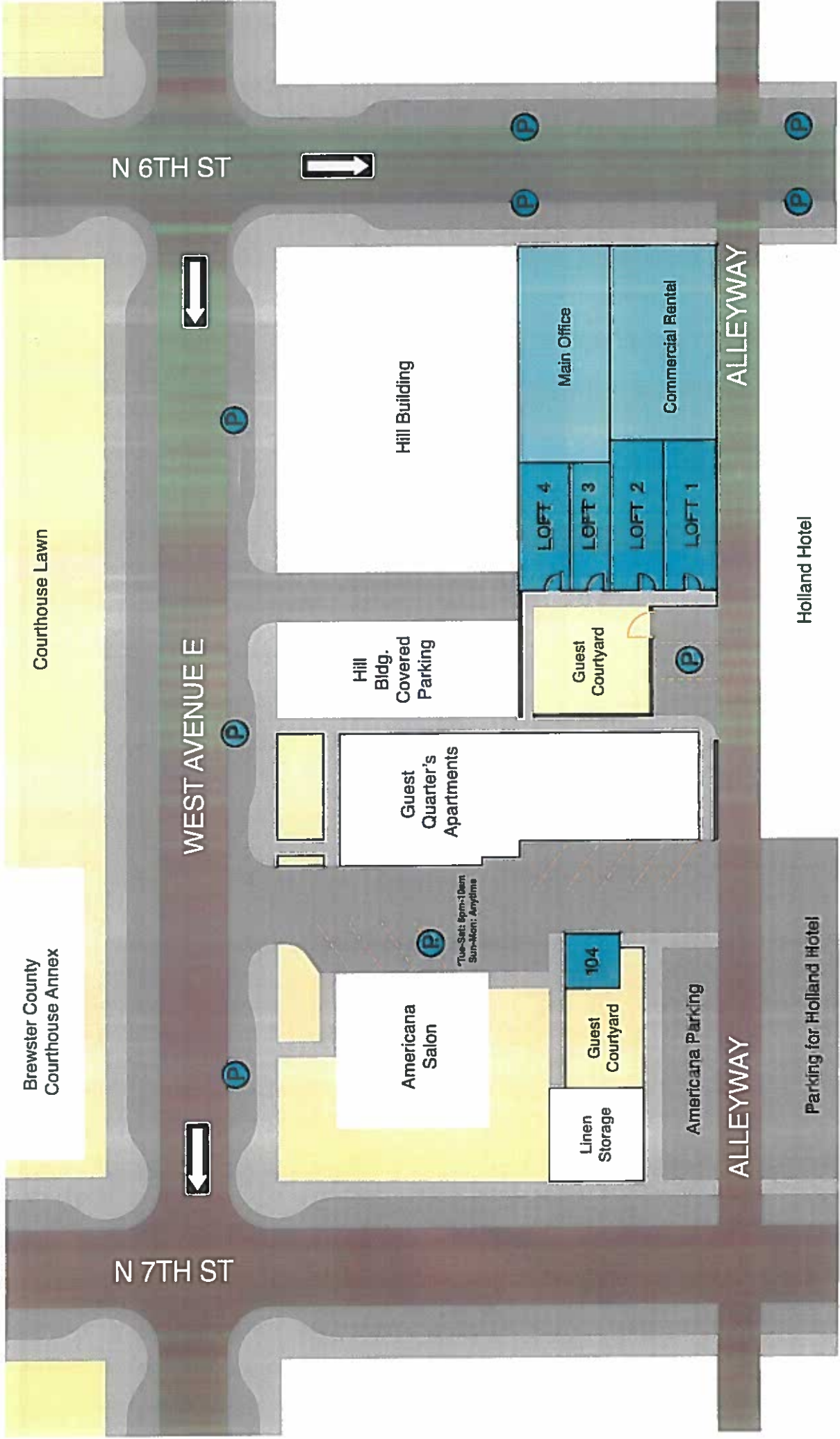
I hereby certify that this plot represents the results of an actual survey on the ground made by me or under my direct supervision and that the lines and corners found or set are true and correct to the best of my knowledge and belief.

*[Signature]*  
Steven F. Walker  
Registered Professional Land Surveyor #4425  
Date: December 26, 2003

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



Approximate floor plan of 115 + 117 N 6th



N 6TH ST



WEST AVENUE E



N 7TH ST

Courthouse Lawn

Brewster County  
Courthouse Annex

Hill Building

Hill  
Bldg.  
Covered  
Parking

Guest  
Quarter's  
Apartments

Americana  
Salon

Main Office

Commercial Rental

LOFT 4

LOFT 3

LOFT 2

LOFT 1

Guest  
Courtyard

104

Guest  
Courtyard

Linen  
Storage

ALLEYWAY

ALLEYWAY

Holland Hotel

Parking for Holland Hotel



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 6<sup>th</sup> Street and Ave. E.

### Attractions —

Museum of the Big Bend  
[Museumofthebigbend.com](http://Museumofthebigbend.com)

Gage Gardens  
[gagehotel.com/experience/gage-gardens](http://gagehotel.com/experience/gage-gardens)

Post Park  
[texasmountaintrail.com](http://texasmountaintrail.com)

McDonald Observatory  
[mcdonaldobservatory.org](http://mcdonaldobservatory.org)

Balmerhea State Park  
[tpwd.texas.gov](http://tpwd.texas.gov)

Kokernot 06 Cowboys Baseball Stadium  
[alpine.pecosleague.com](http://alpine.pecosleague.com)

### Hiking —

Point of Rocks  
[Alltrails.com](http://Alltrails.com)

Chihuahuan Desert Research Institute  
[cdri.org](http://cdri.org)

Hancock Hill/Desk Hike  
[Alltrails.com](http://Alltrails.com)

Big Bend National Park  
[Nps.gov](http://Nps.gov)

Big Bend Rach State Park  
[tpwd.texas.gov](http://tpwd.texas.gov)

Davis Mountain State Park  
[tpwd.texas.gov](http://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 2<sup>nd</sup> 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](http://www.visitalpinetx.com)

Big Bend Tourism Council  
[visitbigbend.com](http://visitbigbend.com)

Alpine Avalanche  
[alpineavalanche.com](http://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](http://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.

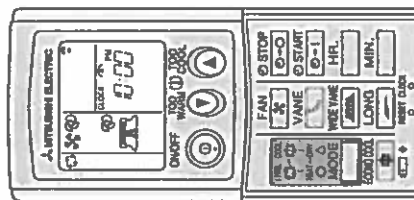
### Watching Other Applications (Netflix, Hulu, etc.)

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 **STOP** 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

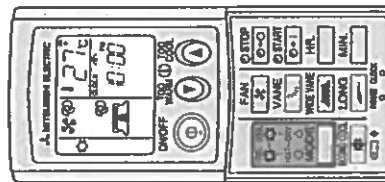
The operation indicator at the right side of the indoor unit indicates the operation state.



### 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.

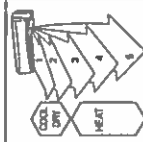
- Each time the button is pressed, the angle of the horizontal vane is changed in sequence: (1) → (2) → (3) → (4) → (5) → (6) (SWING) → (7) (AUTO)

### SWING OPERATION

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

### Recommended horizontal vane range

- Use the **(7) (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.

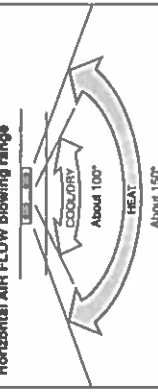
Each time the button is pressed, the angle of the VERTICAL VANE is changed in sequence:



### SWING OPERATION

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

### Horizontal AIR FLOW blowing range



NOTE:

Adjust the horizontal AIR FLOW direction using the remote controller. If the VERTICAL VANE is moved manually, it may cause trouble.

## 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.**