

4. Discuss, consider, and approve the assignment, bill of sale, and conveyance between the City and West Texas Gas for the relocation of City gates (M. Antrim, Interim City Manager)

STATE OF TEXAS )  
COUNTIES OF BREWSTER & JEFF DAVIS )

## Page 1 of 15

(d) All natural gas, natural gas liquids, hydrocarbons, non-hydrocarbons, and other products owned by Assignor and contained in the Pipeline Sections and Facilities as of the Effective Time (specifically excluding any of the foregoing owned by any third party);

(e) To the extent assignable and in effect as of the Effective Time, all guaranties or warranties assigned or granted to Assignor and relating primarily to the ownership, construction, rental, operation, maintenance, use or repair of the Pipeline Sections and Facilities.

(f) To the extent assignable, all governmental filings, permits, approvals or licenses relating primarily to the ownership, construction, use, occupancy or operation of the Pipeline Sections and Facilities.

Notwithstanding anything in this Assignment to the contrary, the Assets shall include only those Assets that are described herein and located on the Subject Lands as of the Effective Time and only insofar as such Assets are used primarily in connection with the ownership, operation, maintenance or repair of the Pipeline Sections and Facilities as of the Effective Time, and Assignee shall have no rights as a result of this Assignment to any of Assignor's other pipelines, facilities, equipment, properties, estates, rights, titles, interests or other assets of any nature whatsoever, including, without limitation, the following (collectively herein called the "Excluded Assets"):

(a) All right, title and interest in and to natural gas pipelines not located on the Pipeline Sections or within the boundaries of the Subject Lands;

(b) All right, title and interest in and to Facilities insofar as the Facilities are not located on or within the boundaries of the Subject Lands;

(c) All right, title and interest in and to the Property Rights insofar as the Property Rights are not located on or within the boundaries of the Subject Lands or are not related to the Pipeline Sections;

(d) All non-fixture equipment and other removable items held or used by Assignor located on the Subject Lands or elsewhere;

(e) All contracts and agreements under which Assignor has the right or obligation to transport, gather, compress, dehydrate, or provide other services with respect to third parties' gas;

(f) Original copies of the Records;

(g) All accounts receivable and other monetary amounts owing or accrued by third parties as of the Effective Time;

(h) All properties or leases and associated assets, including the gas metering, handling, marketing and other equipment and facilities not located on the Pipeline Sections or within the boundaries of the Subject Lands;

(i) All natural gas, natural gas liquids, hydrocarbons, non-hydrocarbons, and other products contained in the Facilities insofar as the Facilities are not located on or within the boundaries of the Subject Lands;

- (j) All software used in connection with the Assets;
- (k) All insurance policies of or covering Assignor or the Assets and rights thereunder with respect to any and all claims under such policies, whether such claims are asserted before or after the Effective Time, and all rights to any proceeds payable with respect thereto;
- (l) All credits, refunds or adjustments in respect of taxes paid or payable by Assignor with respect to the Assets or the conduct of business with respect to the Assets attributable to the period on or prior to the Effective Time; and
- (m) All rights, claims and recoveries against third parties attributable to the period on or prior to the Effective Time, whether asserted before or after the Effective Time, and all rights to any proceeds payable with respect thereto.

Assignee hereby accepts the Assets and acknowledges and agrees that the Assets shall be expressly subject to all of the terms and conditions contained in this Assignment. Notwithstanding the actual date of execution and delivery, this Assignment shall be effective as of the Effective Time.

### **WARRANTIES AND DISCLAIMERS**

ASSIGNEE EXPRESSLY REPRESENTS AND WARRANTS THAT: (1) ASSIGNEE HAS HAD SUFFICIENT TIME AND OPPORTUNITY TO INSPECT THE ASSETS, AND THAT ASSIGNEE IS RELYING SOLELY UPON ITS OWN INSPECTION OF THE ASSETS; (2) ASSIGNEE HAS FULLY SATISFIED ITSELF AS TO THE PHYSICAL AND ENVIRONMENTAL CONDITION OF THE ASSETS, BOTH SURFACE AND SUBSURFACE, INCLUDING BUT NOT LIMITED TO CONDITIONS SPECIFICALLY RELATED TO THE PRESENCE, RELEASE OR DISPOSAL OF HAZARDOUS SUBSTANCES, SOLID WASTES, ASBESTOS, AND OTHER MAN MADE FIBERS, OR NATURALLY OCCURRING RADIOACTIVE MATERIALS; (3) ASSIGNEE HAS CONSULTED AN ATTORNEY CONCERNING THIS ASSIGNMENT; AND (4) ASSIGNEE FULLY UNDERSTANDS ITS RIGHTS AND OBLIGATIONS UNDER THIS ASSIGNMENT. ASSIGNEE FURTHER ACKNOWLEDGES THAT THE ASSETS HAVE BEEN USED FOR THE TRANSPORTATION OF GAS AND THAT PHYSICAL CHANGES MAY HAVE OCCURRED IN THE PIPING AS A RESULT OF SUCH USE.

ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, BY COMMON LAW, BY STATUTE OR OTHERWISE, WITH RESPECT TO: (1) THE TITLE TO THE ASSETS, WHETHER REAL PROPERTY OR PERSONAL PROPERTY; (2) THE EXISTENCE OR ABSENCE OF ANY DEFECTS IN OR ENCROACHMENTS ON THE ASSETS OR ANY PART THEREOF, WHETHER LATENT OR PATENT; (3) THE ACCURACY OR COMPLETENESS OF ANY INFORMATION RELATING TO THE ASSETS PROVIDED TO ASSIGNEE BEFORE OR AFTER EXECUTION OF THIS ASSIGNMENT; (4) THE MAINTENANCE, REPAIR, OR DESIGN OF THE ASSETS; (5) THE COMPLIANCE OR CONFORMANCE WITH SPECIFICATIONS, PLATS, APPLICABLE LAWS OR REGULATIONS REGARDING MAINTENANCE, INSPECTION, OPERATION, OR OWNERSHIP OF THE ASSETS; (6) THE CONDITION, VALUE, OR QUALITY OF THE ASSETS; (7) THE MERCHANTABILITY OF THE ASSETS; (8) THE

SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE ASSETS OR ANY PART THEREOF, OR AS TO THE WORKMANSHIP RELATING THERETO; (9) WHETHER THE ASSETS ARE SUFFICIENT FOR ANY PARTICULAR PURPOSE; AND (10) ANY OTHER MATTER WHATSOEVER. THE ASSETS ARE SOLD AND TRANSFERRED "AS IS, WHERE IS" AND "WITH ALL FAULTS."

THE FOLLOWING CAPITALIZED TERMS ARE SPECIALLY DEFINED HEREIN AS FOLLOWS:

"Claims" means any and all demands, losses, liabilities, claims, damages, obligations, expenses, fines, penalties, costs, causes of action, suits, judgments and liens, together with any and all attorneys' fees, court costs, expert fees and other reasonable costs resulting from the investigation or defense of any Claims.

"Environmental Law" means any statute, law, ordinance, rule, regulation, code, order, judicial writ, injunction or decree issued by any federal, state or local governmental authority relating to the control of any pollutant or protection of the air, water, land, or environment or the release or disposal of hazardous materials, hazardous substances, or waste materials.

ASSIGNEE HEREBY DOES AND SHALL IN PERPETUITY: RELEASE, HOLD HARMLESS, INDEMNIFY, AND DEFEND ASSIGNOR FROM AND AGAINST ANY AND ALL CLAIMS AND LIABILITIES FOR: (1) patent or latent faults or defects; (2) personal injury or death (including illness and disease), and other tortious injury; (3) property or environmental damages (including, without limitation, claims involving pollution or contamination of ground waters); (4) breach of or non-compliance with any Environmental Laws (including, without limitation, claims involving pollution or contamination of ground waters) THAT ARE RELATED TO, OR ARISE OUT OF THE ASSETS OR THE OPERATION, OWNERSHIP OR ABANDONMENT OF THE ASSETS, **REGARDLESS OF HOW SUCH CLAIMS OR LIABILITIES WERE CAUSED OR CREATED, INCLUDING, WITHOUT LIMITATION, CLAIMS OR LIABILITIES CAUSED IN WHOLE OR IN PART BY ASSIGNOR'S FAULT OR NEGLIGENCE (INCLUDING SOLE, ACTIVE, PASSIVE, JOINT OR CONCURRENT NEGLIGENCE), BREACH OF ANY ENVIRONMENTAL LAW, OR ANY OTHER THEORY OF LEGAL LIABILITY, INCLUDING STRICT LIABILITY.**

THE PARTIES ACKNOWLEDGE THAT ALL OF THE PROVISIONS OF THIS WARRANTIES AND DISCLAIMER SECTION ARE "CONSPICUOUS" AND COMPLY WITH THE REQUIREMENT KNOWN AS THE EXPRESS NEGLIGENCE RULE. ASSIGNEE HEREBY ACKNOWLEDGES THAT IT HAS BEEN AFFORDED FAIR AND ADEQUATE NOTICE THAT **THIS ASSIGNMENT HAS PROVISIONS REQUIRING ASSIGNEE TO BE RESPONSIBLE FOR THE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF ASSIGNOR.**

#### WAIVER OF CONSUMER RIGHTS

Assignee hereby waives all of its rights and remedies under the Deceptive Trade Practices-Consumer Protection Act, Section 17.41 et seq., Business & Commerce Code, a

law that gives consumers special rights and protections. After consultation with an attorney of Assignee's own selection, Assignee voluntarily consents to this waiver.

### **COMPLIANCE WITH APPLICABLE LAWS**

The parties acknowledge that the Pipeline Sections are currently operated as a "transmission line" (as such term is defined in Title 49 of the Code of Federal Regulations "Title 49"). Within 90 days of the Effective Time, Assignee covenants and agrees to cause for the Pipeline Sections to be operated exclusively as a "distribution line" (as defined in Title 49) and continue operating the Pipeline Sections as a "distribution line" as required by applicable laws or regulations (unless sooner abandoned in accordance with all applicable laws and regulations). Assignee covenants and agrees to continually operate the Pipeline Section and the Facilities in compliance with all applicable federal, state and local laws, and regulations, including, without limitation, Natural Resources Code and the Texas Utilities Code and all rules and regulations of the Texas Railroad Commission and the U.S. Department of Transportation. Assignee shall procure and keep in force, all permits, licenses and other authorizations under all applicable federal, state and local laws, and regulations required to operate the Pipeline Section and the Facilities.

Assignee covenants and agrees that within fourteen (14) days of the Effective Time, Assignee will serve the required notice (as contemplated by 43 TAC § 21.39) on the Texas Department of Transportation (the "TX DOT") notifying the TX DOT of the transfer of any state-granted rights and accommodations involving public highways that are associated with the Pipeline Sections and Facilities.

Assignee covenants and agrees to timely pay and discharge all liabilities or obligations for all ad valorem, property, production, severance, excise and similar taxes and assessments relating to or arising out of the Assets relating to periods of time from and after the Effective Time.

### **MISCELLANEOUS**

The parties agree to take all such further actions and to execute, acknowledge and deliver all such further assignments and other documents as are necessary or useful in carrying out the purpose of this Assignment. So long as not prohibited by applicable law, Assignor agrees to execute, acknowledge and deliver to Assignee all such additional instruments, notices, transfers, assignments and other documents and to do all such other and further acts and things as may be necessary or as may be reasonably requested by Assignee to fully and effectively grant, convey and assign to Assignee the Assets conveyed hereby or intended to be conveyed, and to enable Assignee to operate the Assets.

THIS ASSIGNMENT TOGETHER WITH THE ATTACHED EXHIBITS (COLLECTIVELY THE "AGREEMENT") REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. The terms of the Agreement are contractual and not mere recitals. In entering into the Agreement, each party stipulates, warrants, and represents that it has relied on the advice of

its own attorneys and financial advisors concerning the legal and tax consequences of the Agreement; that its own attorneys have completely read and explained to it the terms of the Agreement; that each is a sophisticated business entity with experience negotiating these types of transactions; that no special relationship of influence or trust existed among the parties prior to the entry into the Agreement that caused it to enter the Agreement; that each fully understands and voluntarily accepts the terms of the Agreement without any duress or undue persuasion put upon it by the other party or any other person, specifically including, but not limited to, counsel or accountants for either party; **and that no representations, promises, or statements outside the four corners of the Agreement by the opposite party, nor any agent, employee, attorney, accountant, or other representative of the opposite party has influenced the entering into of the Agreement.** Each party has had access to counsel and an opportunity to read, review, and revise the Agreement. The terms of the Agreement are the result of the joint efforts of the parties and each of the same's counsel. Therefore, the parties agree that the Agreement, and any given provisions hereof, should not be construed against either party. Each of the parties hereto recognize and stipulate that this provision is binding as a matter of law and fact and shall preclude said party from asserting that it was wrongfully induced to enter into the Agreement by any representation, promise, or agreement, or statement of a past or existing fact, which is not found within the four corners of the Agreement.

If any of the provisions of this Assignment are held by any court of competent jurisdiction to contravene, or to be invalid under, the laws of any political body having jurisdiction over the subject matter hereof, such contravention or invalidity shall not invalidate the entire Assignment. Instead, this Assignment shall be construed as if it did not contain the particular provision or provisions held to be invalid and an equitable adjustment shall be made and necessary provision added so as to give effect to the intention of the Parties as expressed in this Assignment at the time of execution of this Assignment.

The terms and provisions of this Assignment shall constitute covenants running with the land and shall be binding upon, and inure to the benefit of, Assignor and Assignee and their respective successors and assigns.

EXECUTED this 30<sup>th</sup> day of July, 2021, but effective as of the Effective Time.

ASSIGNOR:

**WTG Gas Transmission Company**

By: [Signature]

Name: J. J. KING

Title: VICE PRESIDENT

**West Texas Gas, Inc.**

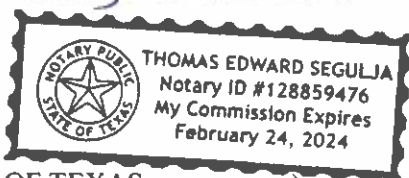
By: [Signature]

Name: J. J. KING

Title: VICE PRESIDENT

STATE OF TEXAS )  
COUNTY OF MIDLAND )

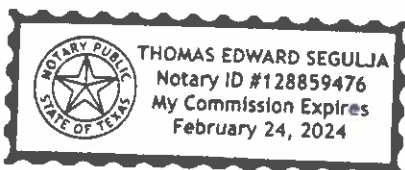
SWORN TO AND SUBSCRIBED BEFORE ME this 30<sup>th</sup> day of July, 2021  
by J. J. King, Vice President of WTG Gas Transmission Company



[Signature]  
Notary Public, State of Texas

STATE OF TEXAS )  
COUNTY OF MIDLAND )

SWORN TO AND SUBSCRIBED BEFORE ME this 30<sup>th</sup> day of July, 2021  
by J. J. King, Vice President of West Texas Gas, Inc.



[Signature]  
Notary Public, State of Texas



ASSIGNEE:

**The City of Alpine**

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

Name: Andres Ramos

Title: Mayor of the City of Alpine

**ATTESTATION:**

Before me, Geoffrey Calderon, the Secretary of the City of Alpine, on this day personally appeared Andres Ramos, the Mayor of the City of Alpine, known to me to be that person and to be the Mayor of the City of Alpine, who, in his capacity as the Mayor of the City of Alpine and under the authorization of the Alpine City Council by a vote held on \_\_\_\_\_, 2021, in which the Alpine City Council approved and made any necessary appropriation for the foregoing instrument, signed the foregoing instrument on behalf of the City of Alpine, intending to bind the City of Alpine to its terms pursuant to all applicable Texas law and regulation.

Given under my hand and the Seal of the City of Alpine this \_\_\_\_ day of \_\_\_\_\_. 2021.

ATTESTED:

\_\_\_\_\_  
Geoffrey Calderon, Secretary of the City of Alpine

**EXHIBIT A**  
**SUBJECT LANDS AND PIPELINE SECTIONS**

**Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance Agreement dated August 1, 2021, between West Texas Gas, Inc. and WTG Gas Transmission Company as Assignor, and The City of Alpine fka Southwest Texas Municipal Corporation as Assignee.**

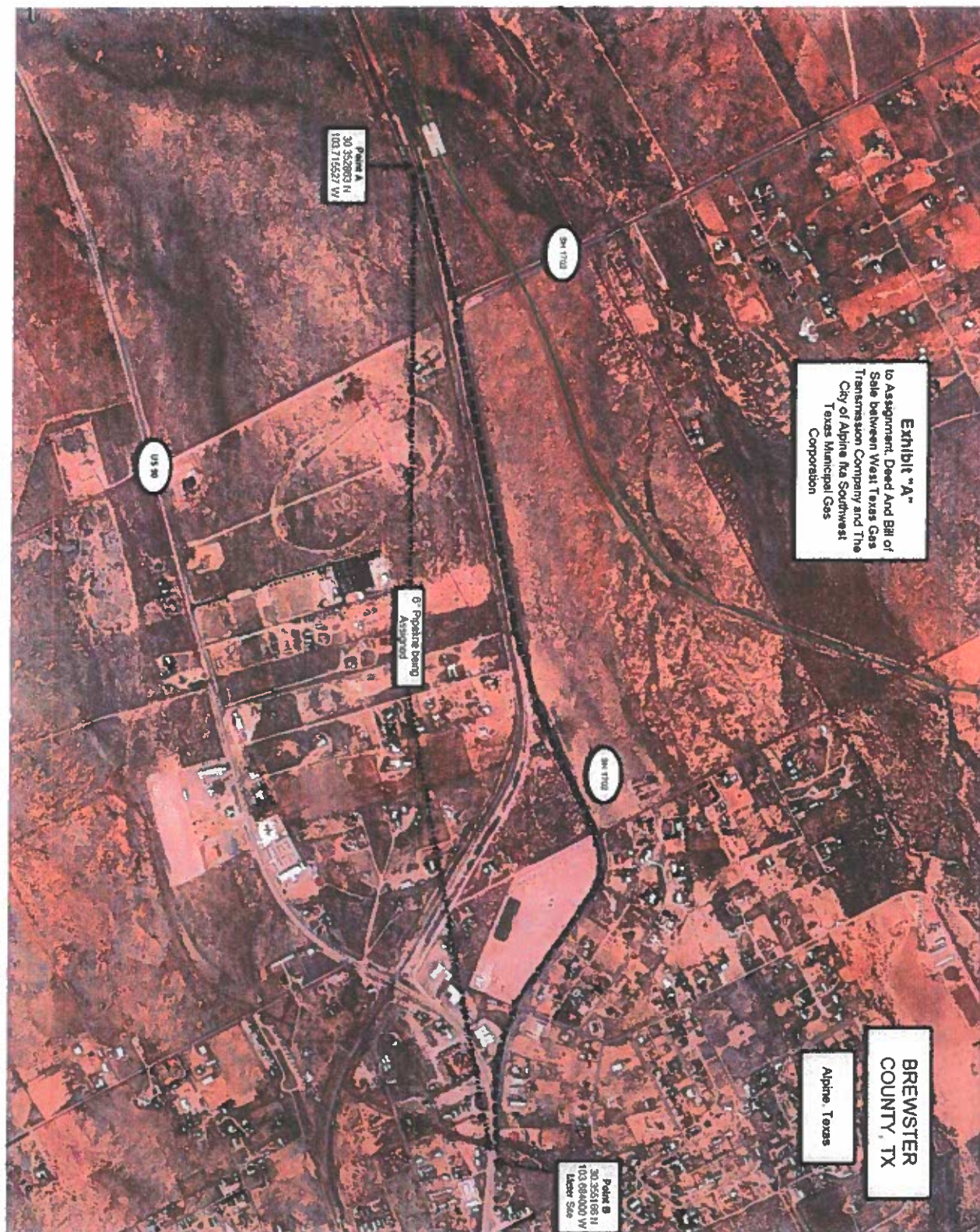
The Subject Lands on which the Pipeline Sections are located in Brewster County, Texas are those identified on the next page of this Exhibit A, beginning at Point A. ( 30.352863 N, 103.715527 W), following the path of the Alpine Lateral 6" pipeline subsystem in a south-easterly direction along SH 1703 until reaching Point B. commonly known as "Alpine City Gate" (at 30.355166 N, 103.684000), traversing the following tracts:

Section 26, Block 9, A-87, GH&SA RR Co. Survey, Brewster County, Texas.

Section 25, Block 9, A-8575, GH&SA RR Co. Survey, Brewster County, Texas.

Section 44, Block 9, A-621, GH&SA RR Co. Survey, Brewster County, Texas.

The Subject Lands on which the Pipeline Sections are located in Jeff Davis County, Texas are those identified on the last page of this Exhibit A, beginning at Start 1 (at 30.590856 N, -103.896843 W) and Start 2 (at 30.583165 N, -103.887848 W), in each case, following the respective depicted paths labeled as "6" Pipeline being Assigned" to the End (at 30.578013 N, -103.896843 W).



End of Exhibit A





**EXHIBIT B  
PROPERTY RIGHTS**

**Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance Agreement dated August 1, 2021, between West Texas Gas, Inc. and WTG Gas Transmission Company as Assignor, and The City of Alpine fka Southwest Texas Municipal Gas Corporation as Assignee.**

The Property Rights assigned under the Assignment include Assignor's real property interests arising under the following instruments insofar as such real property interests are on or within the boundaries of the Subject Lands and are necessary for the ownership or operation of the Pipeline Sections and Facilities:

**JEFF DAVIS COUNTY**

GRANTOR	DOCUMENT TYPE	EFFECTIVE DATE	DATE	DOCUMENT NUMBER	BOOK/VOLUME	PAGE
Keith & Bridgett Jarratt	Pipeline Right of Way and Facility Agreement	11/1/2021	3/28/2021	27286	211	757
Baeza Family Limited Partnership	Pipeline Right of Way and Facility Agreement	11/1/2011	3/28/2012	27287	211	760
	Pipeline Right of Way and Facility Agreement	11/1/2011	3/28/2012			
	Pipeline Right of Way and Facility Agreement	11/1/2011	3/28/2012			
	Pipeline Right of Way and Facility Agreement	11/1/2011	3/28/2012			
Zanda Q. Ward	Pipeline Right of Way and Facility Agreement	11/1/2011	3/28/2012	27288	211	765
Susan Elaine McComb	Pipeline Right of Way and Facility Agreement	11/1/2011	3/28/2012	27289	211	769

Lisa Nugent	Pipeline Right of Way and Facility Agreement	11/1/2011	3/28/2012	27292	211	780
Worth C. and Rebecca S. Puckett	Pipeline Right of Way and Facility Agreement	11/1/2011	3/28/2012	27290	211	773
Rick McIvor	Pipeline Right of Way and Facility Agreement	11/1/2011	3/28/2012	278291	211	777
Shannon D. and Kelly S. Hamby	Pipeline Right of Way and Facility Agreement	11/1/2011	3/28/2012	27293	211	784
J. Collins	Pipeline Right of Way and Facility Agreement	11/1/2011	3/28/2012	27294	211	788
Ruby Coor Estate, Lynne C. Baldwin, Ind., & as Agent	Pipeline Right of Way and Facility Agreement	11/1/2011	3/28/2012	27295	211	792
Ellery P. and Debbie M. Aufdengarten	Pipeline Right of Way and Facility Agreement	11/1/2011	3/28/2012	27296	211	796
Charles N., Sr. and Betty D. Nunnelee, Husband and wife	Pipeline Right of Way and Facility Agreement	11/1/2011	3/28/2012	27297	211	800
Pamela Ann Baeza & Gary Laben	Pipeline Right of Way and Facility Agreement	11/1/2011	4/11/2012	27322	211	896
Leroy and Rose Baeza	Pipeline Right of Way and Facility Agreement	11/1/2011	3/28/2012	27298	211	804

Sandra Baeza	Pipeline Right of Way and Facility Agreement	11/1/2011	3/28/2012	27299	211	807
Yolanda Baeza Uranga	Pipeline Right of Way and Facility Agreement	11/1/2011	3/28/2012	27300	211	810
Jim L. and Marsha Shelton	Pipeline Right of Way and Facility Agreement	11/1/2011	3/28/2012	27301	211	813
Suzette Ashworth	Pipeline Right of Way and Facility Agreement	11/1/2011	3/28/2012	27302	211	816
Ernest H. and Adele Coffey	Pipeline Right of Way and Facility Agreement	11/1/2011	3/28/2012	27303	211	819
Mary McIntosh Bassett	Easement	3/22/2012	4/11/2012	27321	211	886
Jeff Davis County Commissioners*	Right-Of-Way Agreement	5/10/1966			64	170
Patsy Espy Smith, et al	Pipeline Right of Way and Facility Agreement	3/1/2012	4/11/2012	27320	211	876
Jeff Davis County	County Road Crossing and Pipeline Right OF Way Agreement	2/24/2012	3/5/2012	27261	211	622
*Only insofar as it covers the Pipeline Sections depicted on Exhibit A						



5. Discuss, consider, and approve the 2021-2022 Alpine Library Contract (M. Antrim, Interim City Manager)

STATE OF TEXAS

CITY OF ALPINE

COUNTY OF BREWSTER

**AGREEMENT FOR PUBLIC LIBRARY SERVICES**

**WHEREAS**, the Alpine Public Library Association and the City of Alpine seeks to promote the goal of development of the Library, and expand and enrich the services provided to its patrons; and

**WHEREAS**, Alpine Public Library Association is a non-profit organization designed to support the Alpine Public Library by funding new equipment, supplies, public programs and special projects that are not covered by other funding sources; and

**WHEREAS**, the Alpine Public Library Association seeks to further that support into this Agreement establishing the rights and obligations of both parties as it pertains to use of Library facilities, materials, space and supportive services.

**NOW THEREFORE**, for and in consideration of the mutual benefits and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- The City of Alpine, Texas contracts with the Alpine Public Library Association, for the services of a Public Library. The Library Association will provide citizens of Alpine access to books and media standard to those of small city libraries in Texas. Library activities, accomplishments and goals are attached as "Exhibit A."
- The City of Alpine will pay the Alpine Public Library a fee of \$40,000 annual, distributed through 12 months beginning October 1, 2021 through September 30, 2022. This contract will be renewable each year in the month of September.
- Notice under this Agreement shall be provided to the following addresses:

City of Alpine	Alpine Public Library Association
City Manager	c/o Alpine Public Library
100 N. 13th Street	805 W, Avenue E.
Alpine, Texas 79830	Alpine, Texas 79830
- This agreement shall be effective upon its execution.

**EXECUTED THIS 1<sup>ST</sup> DAY OF SEPTEMBER 2021.**

CITY OF ALPINE, TEXAS  
A Texas Municipal Corporation

ALPINE PUBLIC LIBRARY ASSOCIATION  
A Non-Profit Organization

\_\_\_\_\_  
Megan Antrim, Interim City Manager

\_\_\_\_\_  
Don Wetterauer, Executive Director

# **“EXHIBIT A”**

## **Alpine Public Library**

### **FY2021-22 Library Activities/Goals**

Prepared for the City of Alpine

August 2021

*Mission: The Alpine Public Library works to build community, encourage literacy, and promote lifelong learning. We endeavor to create and maintain a welcoming facility with relevant and enriching resources that connect our diverse and geographically remote area to the world.*

*Vision: The Alpine Public Library envisions a future in which individuals and families are engaged, lifelong learners.*

APL will:

1. Provide traditional library collections to the residents of Alpine and Brewster County including books, periodicals, DVD's, audio books, and electronic resources. We will continue to provide printing, copying, faxing, scanning, and Notary Public services.
2. Provide free all-ages programming to promote literacy and our nonprofit mission. These include but are not limited to:
  - a. Children's story times and thematic programming for babies and toddlers
  - b. Services for school-age kids and teens including book clubs and STEM (Science, Technology, Engineering, and Math) content
  - c. Services for parents including instructional and family-oriented resources, such as nutritional and health-related content
  - d. Programs for mid-life adults for entertainment and lifelong learning
    - i. Computer Education for adults
    - ii. English tutoring for adults
    - iii. Lecture series and author visits
    - iv. GED preparation tutoring
    - v. Citizenship classes
  - e. Services for seniors such as our homebound program
3. Provide free internet-connected computers for patron use, as well as free Wi-Fi connections
4. Provide multi-use space for public meetings and gatherings (not-for-profit use)

APL's FY2021-22 goals include:

1. Increase our collaboration with local agencies and organizations
2. Continue to meet the library accreditation standards of the Texas State Library and Archives Commission (TSLAC)
3. Exceed TSLAC qualitative library standards
4. Increase adult literacy curriculum and opportunities for adult basic education
5. Maintain an increased internet bandwidth and make upgrades to equipment
6. Provide Wi-Fi hotspots to improve community connectivity

6. Discuss, consider, and approve the appointment of Rod Ponton to full-time City Attorney (J. Stokes, City Council)

7. Discuss, consider, and approve Short Term Rental Special Use Permit Applications. (M. Antrim, Interim City Manager)

- a) **202 E. Lockhart:** Owner of record is Jay Myers
- b) **409 N. 5th:** Owners of record is Larry and Shirley Nichols
- c) **304 ½ E Ave B:** Owners of record is Larry and Shirley Nichols

a) **202 E. Lockhart:** Owner of record is Jay Myers

# 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 202 E Lockhart Property Owner Linda Myers (210) 844-5124

Local Representative Debra Myers Phone 512-769-1108

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 HALE TCEP INSPECTOR Approved [Signature] Date: 4.1.2021

Requires re-inspection \_\_\_\_\_ Approved \_\_\_\_\_ Date: \_\_\_\_\_

**March 29, 2021**

**To Whom It May Concern,**

**I own a home at 202 E Lockhart in Alpine, Texas. I am in residence at this home on a part time bases and I entertain family and friends at this home when they are visiting West Texas.**

**During the time I am not in residence, I list this property on Airbnb as a short-term rental. This is an ideal property for families and larger groups looking to stay together when traveling to Alpine. The property is not located close to adjacent homes, so it provides for a private and spacious accommodation. I have very strict house rules and limit the number of people staying on the property at one time to 10. The home has 4 bedrooms and 3 ½ baths.**

**This home is attractive, very well maintained and enhances the surrounding neighborhood. The number of rentals that I allow are very limited because I am on site after each guest to inspect and clean the property.**

**Linda Myers**



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: ☒ <sup>PART TIME</sup> 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

202 E. LOCKHART, 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 OT Block 23 Addition LOT 6, 7

Square footage of property

2,100 sq. ft.

Number of Bedrooms & Units

4

Size of property lot

0.327 Acre

Present zoning district

C2

Proposed use of the property

Short-Term Rental PERSONAL HOME/STR

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)

J. SCOTT MYERS + LINDA K. MYERS

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

4204 STONE CREEK CIRCLE KERRVILLE, TX 78028

City/State/Zip code of property owner

KERRVILLE, TX 78028

Telephone number of property owner

210-844-5124

Email address of property owner

LINDA@MYERS.NET

**PART 3. DESIGNATED OPERATOR'S INFORMATION**

Name of designated operator

DeBRA AYERS

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

709 E. LOCKHART AVE

City/State/Zip code of designated operator

ALPINE, TX 79830

Telephone number of designated operator

512-769-1108

Email address of designated operator

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

All 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 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)**

Linda MYERS

Print Property Owners Name

Linda Myers

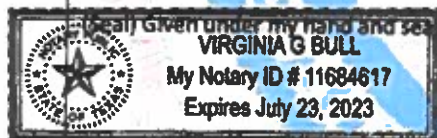
Property Owners Signature

The State Of TEXAS

County Of KERN

Before Me Virginia G Bull on this day personally appeared Linda Myers  
(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 30 day of March, A.D. 2021

VIRGINIA G BULL  
My Notary ID # 11684617  
Expires July 23, 2023

Virginia G Bull  
Notary in and for State of Texas

J. SCOTT MYERS JR.

Print Property Owners Name

J Scott Myers Jr.  
Property Owners Signature

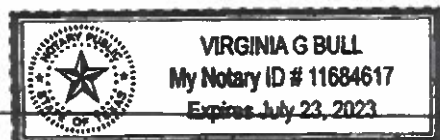
The State Of TEXAS

County Of KERN

Before Me Virginia G Bull on this day personally appeared J Scott Myers Jr.  
(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 30 day of March, A.D. 2021



VIRGINIA G BULL  
My Notary ID # 11684617  
Expires July 23, 2023

Virginia G Bull  
Notary in and for State of Texas

**CITY OF ALPINE**  
**SHORT TERM RENTAL REGISTRATION**

☒ **New**    ☐ **Change**

**SECTION 1: PROPERTY INFORMATION**

Property Name <b>LUXURY FARMHOUSE</b>	Street Number <b>202</b>	Street Name <b>E. LOCKHART AVE</b>
LEGAL DESCRIPTION Addition, Block, Lot <b>OT, BLOCK 23, LOT 6, 7</b>		Total Number of Units in Building <b>ONE</b>

**SECTION 2: OWNER INFORMATION**    *Complete at least one listed below*

**A. Individual Ownership**

Owner First Name <b>Linda</b>	Owner Last Name <b>MYERS</b>	Primary Telephone Number <b>210-844-5124</b>
Mailing Address <b>4204 STONECREEK CIRCLE KERRVILLE TX 78028</b>		Email Address <b>LINDA@MYERS.NET</b>

**B. Corporate Ownership**

Ownership Form: ☐ Partnership ☐ Corporation ☐ LLC ☐ Kiosk ☐ Other (Please Explain)

**-NA-**

Business Name

Contact First Name	Contact Last Name	Primary Telephone Number
Mailing Address		Email Address

**SECTION 3: PROPERTY MANAGER**    *If Different than owner*

**A. Individual Ownership**

Property Manager Name <b>DEBRA AYERS</b>	Primary Telephone Number <b>512-769-1108</b>
Mailing Address <b>709 E. LOCKHART AVE ALPINE, TX 79830</b>	Email Address <b>AYERS-DL@MAC.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.

*Linda Myers*  
Applicant's Signature

**LINDA MYERS**  
Printed Name

**03/29/2021**  
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:** 202 E. LOCKHART AVE ALPINE, TX

**Property Owner Name:** LINDA MYERS

**Local Representative:**

**Name:** DEBRA MYERS    **Telephone:** 512-769-1108

**Physical Address:** 709 E. LOCKHART AVE ALPINE, TX    **Email:** MYERS-deb@mac.com

**Mailing Address:**  
709 E. LOCKHART AVE 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:** [Signature]    **Date:** 3/30/2021

**Property Owner's Signature:** Linda Myers    **Date:** 3/29/2021

REDACTED DL

**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.

202 E. LOCKHART AVE ALPINE, TX 79830  
(Property Address)

Linda Myers  
(STR Owners Signature)

Date: 3/29/2021

**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.

Linda Myers  
Property Owner's Signature

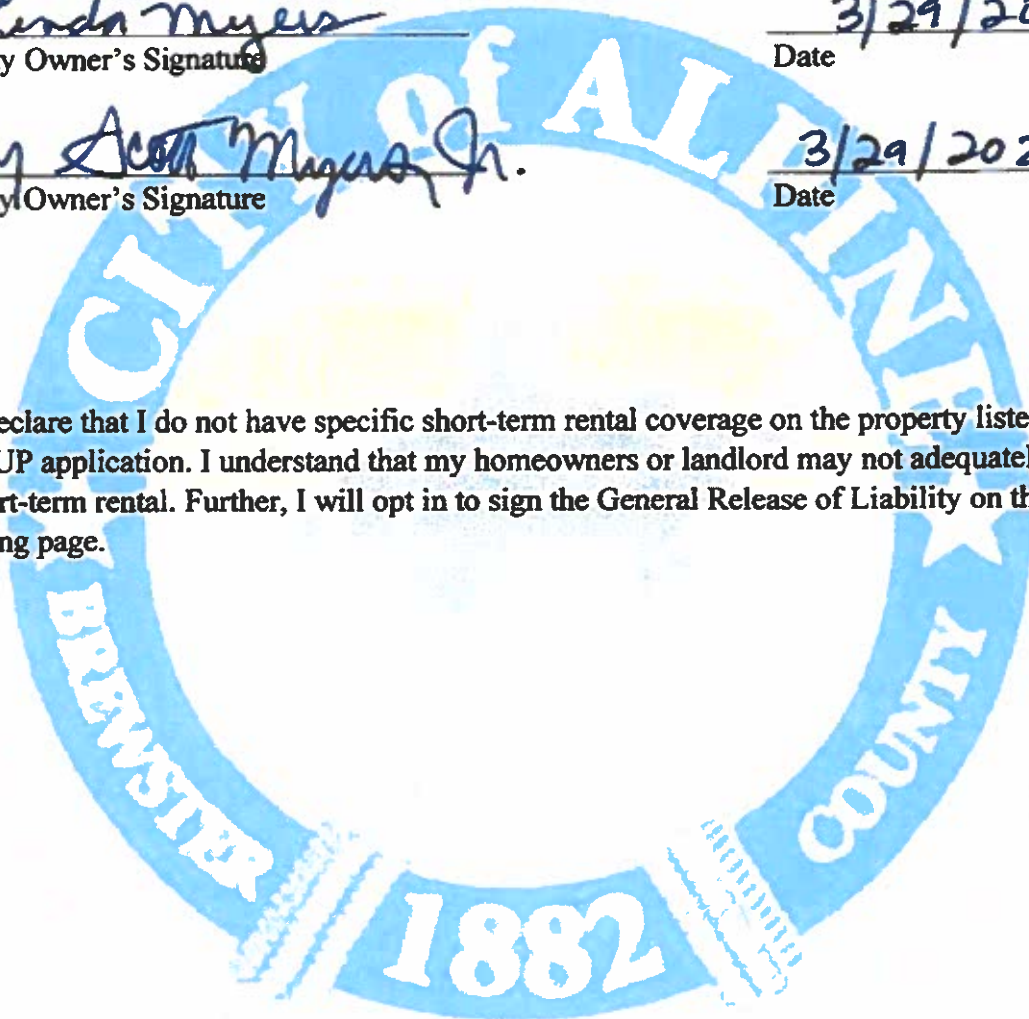
3/29/2021  
Date

Jay Scott Myers Jr.  
Property Owner's Signature

3/29/2021  
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.







BRIGHTWAY INSURANCE INC  
PO BOX 5700  
JACKSONVILLE, FL 32247  
00602

August 16, 2020

Your Policy



605353540-633-1  
202 E LOCKHART  
AVE

10/04/2020 to 10/04/2021



Log in to MyTravelers.com to manage  
your policy and billing details.

JAY SCOTT MYERS JR  
LINDA K MYERS  
108 HAPPY TRL  
SHAVANO PARK, TX 78231-1428

## Thank you for choosing Travelers!

As a Travelers insurance customer, you have more than 150 years of experience, financial stability and superior claim service behind you, so you can feel protected – especially when you need us most.

### Review your policy renewal package

No one understands your needs better than you. So please take a moment to review and confirm your insurance policy details and documents, including:

- Your Declarations page, listing the coverage you purchased, your coverage limits and deductibles
- Other important documents, including our privacy notice, billing options and more

If you decide to rent, sell, vacate or remodel this property, please notify your agent or Travelers representative immediately to maintain the coverage you need.

### Superior Service

At Travelers, we provide fast, efficient claim service and 24/7 claim reporting. We're proud to put our talent, expertise and resolution excellence to work for you.

Sincerely,

*Michael Klein*

Michael Klein  
President  
Travelers Personal Insurance

### A faster, easier way to manage your account

Visit [MyTravelers.com](http://MyTravelers.com) or open the camera on your smartphone and scan the QR code below to download our mobile app, where you can:

- Manage your policy and bills
- Submit and monitor a claim



#### Contact Information

Policy questions or changes: 1.888.254.5014  
24-hour claim service: 1.800.252.4633

### Additional Benefits

As a valued customer, you may be eligible for certain programs for which you may receive goods, services, or other types of benefits. Visit [travelers.com/additionalbenefits](http://travelers.com/additionalbenefits) to learn more!

Take advantage of  
our other coverage  
options and



AUTO



BOAT & YACHT



UMBRELLA



VALUABLES

Call your agent or Travelers  
representative at 1.888.254.5014  
to find out more!

YOUR AGENCY  
**BRIGHTWAY INSURANCE INC**  
PO BOX 5700  
JACKSONVILLE, FL 32247  
PHONE: 1.888.254.5014 | FAX: (866) 776-8320

**TRAVELERS**

YOUR POLICY



605353540-633-1

202 E LOCKHART AVE

Oct 04, 2020 to Oct 04, 2021

Log in to MyTravelers.com to manage your policy and billing details.

## You're insured!

This document is intended to help you better understand your homeowners insurance. Your policy is effective from **October 4, 2020 to October 4, 2021**. For a complete description of your coverage, please refer to your policy.

**COVERAGE A**  
**Dwelling** and attached structures such as garages and decks  
**YOUR LIMIT**  
**\$324,000**

**COVERAGE B**  
**Other structures** such as detached garages and sheds  
**YOUR LIMIT \***  
**\$32,400**

**COVERAGE C**  
**Personal property** such as furniture and clothing  
**YOUR LIMIT \***  
**\$162,000**

**COVERAGE E**  
**Personal liability** for property damage and bodily injury to others  
**YOUR LIMIT**  
**\$500,000**

**COVERAGE F**  
**Medical payments** to others  
**YOUR LIMIT**  
**\$5,000**

**COVERAGE D**  
**Loss of use or access** to your dwelling  
**YOUR LIMIT \***  
**\$64,800**

**Deductibles**  
Amount of a covered claim that is your responsibility

Windstorm or Hail	\$3,240
All Other Perils	\$1,000
Equipment Breakdown	\$500
Buried Utility Lines	\$500

### You're receiving four discounts for a total savings of \$427.00

- |  |   |  |
|--|---|--|
| <input checked="" type="checkbox"/> Early Quote            | <input checked="" type="checkbox"/> Loss Free | <input checked="" type="checkbox"/> Good Payer   |
| <input checked="" type="checkbox"/> Fire Protective Device | <input type="checkbox"/> Multi-Policy         | <input type="checkbox"/> Theft Protective Device |
| <input type="checkbox"/> Water Protective Device           | <input type="checkbox"/> Green Home           | <input type="checkbox"/> Windstorm Mitigation    |

12-month total premium

**\$1,537.00**

Go to [MyTravelers.com/discounts](https://MyTravelers.com/discounts) and use product code QH2 to learn about all the discounts available to you.

\* Your Coverage B, C, and D limits are maintained as a percentage of your Coverage A limit. If your Coverage A limit changes, your Coverage B, C, and D limits will be adjusted accordingly.

This is not a policy document and does not change any provisions of your policy. There are exclusions, limitations, and conditions that apply to each coverage. If there is any conflict between your policy and this information, the provisions of your policy will apply.

PL-50374 (05-17)

Page 1 of 2

01223600502 \$1348551 9713 08/16/20

Your policy helps protect you from a number of things that can go wrong. Here are some of the most common:



#### **Weather**

Hail, lightning, and other weather events can damage your roof, windows, siding, and more – so can falling branches and other debris.



#### **Fire**

Whether it's smoke damage from a small kitchen fire or extensive damage from a large, accidental fire, your policy can help you repair or rebuild your property.



#### **Theft or vandalism**

Your policy typically covers theft or vandalism of your property. See your policy for special limits on things such as collectibles, jewelry, and money.

**Take steps to protect your property and call us as soon as damage occurs.  
For more tips, go to [MyTravelers.com/prepare-prevent](https://www.travelers.com/prepare-prevent).**

#### **What isn't covered?**

Your policy covers you for many types of loss or damage, but it can't protect you from everything. Some examples:



#### **Floods are not covered**

Your policy does not cover flood damage. Please review the Important Information About Flood Damage page for more details and resources.



#### **Earthquake coverage is optional**

Damage from earthquakes is not covered, unless you specifically purchase coverage for it. Check under the Optional Coverages and Packages section of your Policy Declarations. If you do not see this coverage listed and think you need it, please contact your agent or Travelers representative.



#### **It's not for home maintenance**

Repairs due to wear and tear or lack of upkeep are not typically covered under your policy.

#### **When circumstances change, we need to know**

Review your Policy Declarations to be sure the information we have is accurate. If your property, circumstances, or needs change, let us know immediately to maintain the coverage you need. Not informing us may result in a denied claim.

Contact your agent or Travelers representative if:

- Your mailing address changes
- Someone named on the policy moves out
- Someone named on the policy passes away
- Someone moved onto your property
- You rent, sell, temporarily relocate, vacate or buy a new home
- Business is conducted on your property
- You renovate or build an addition
- You replace your roof

**This is not a policy document and does not change any provisions of your policy. There are exclusions, limitations, and conditions that apply to each coverage. If there is any conflict between your policy and this information, the provisions of your policy will apply.**



## Homeowners Policy Continuation Declarations

### Named Insured and Mailing Address

JAY SCOTT MYERS JR  
LINDA K MYERS  
108 HAPPY TRL  
SHAVANO PARK, TX 78231-1428  
SCOTT.MYERS@BRIGHTWAY.COM

### Your Agency's Name and Address

BRIGHTWAY INSURANCE INC  
PO BOX 5700  
JACKSONVILLE, FL 32247

### Residence Premises

202 E LOCKHART AVE  
ALPINE, TX 79830-3630

### Policy Information

Your Policy Number	605353540 633 1	For Policy Service	1.888.254.5014
Your Account Number	605353540	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 October 4, 2020 at 12:01 A.M. STANDARD TIME to October 4, 2021 at 12:01 A.M. STANDARD TIME at the residence premises.

**Total Premium for this Policy:** **\$1,537.00**  
**This is not a bill. You will be billed separately for this transaction.**

### Discounts

The following discounts reduced your premium:

Early Quote	Loss Free	Good Payer
Fire Protective Device		

**Savings Reflected in Your Total Premium:** **\$427.00**

### Coverages and Limits of Liability

<b>Property Coverage Section</b>	<b>Limit</b>
Coverage A – Dwelling	\$324,000
Coverage B – Other Structures	\$32,400
Coverage C – Personal Property	\$162,000
Coverage D – Loss of Use	\$64,800
<b>Liability Coverage Section</b>	<b>Limit</b>
Coverage E – Personal Liability - Bodily Injury and Property Damage (each occurrence)	\$500,000
Coverage F – Medical Payments to Others (each person)	\$5,000



## Deductibles

Peril Deductible	Deductible
Property Coverage Deductible (All Other Perils)	\$1,000
Windstorm or Hail Deductible      1% of Coverage A - Dwelling Limit	\$3,240
Equipment Breakdown Deductible	\$500
Buried Utility Lines Deductible	\$500

*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).*

## Special Limits and Additional Coverages

**Coverage Level: Travelers Protect Premier®**

*The limit shown for each of the Special Limits of Liability and Additional Coverages is the total limit for each loss in that category.*

Personal Property – Special Limits of Liability	Limit
a. Money, bank notes, coins, stored value cards	\$2,000
b. Securities, accounts, passports, tickets, stamps	\$5,000
c. Comic books and trading cards	\$5,000
d. Collectibles, figurines, glassware, marble, porcelains, statuary	\$5,000
e. Theft of jewelry, watches, precious stone	\$5,000
f. Theft of furs	\$5,000
g. Theft of silverware, goldware, pewterware	\$10,000
h. Theft of firearms and related equipment	\$10,000
i. Theft of tools and their accessories	\$5,000
j. Theft of rugs, tapestries and wall hangings	\$5,000
k. Business property on the residence premises	\$15,000
l. Business property away from the residence premises	\$5,000
m. Trailers or semitrailers not used with watercraft	\$5,000
n. Motor vehicle parts or equipment not attached to motor vehicle	\$2,500
o. Electronic apparatus while in or upon a motor vehicle or watercraft	\$5,000

*The Special Limits of Liability do not increase your Coverage C – Personal Property Limit.*

Property – Additional Coverages	Limit
Debris Removal (Additional % of damaged covered property limit)	5%
Tree Removal	Per Tree \$500 Per Loss \$1,000
Trees, Shrubs and Other Plants	Per Tree \$500 Per Loss \$16,200
(5% of Coverage A - Dwelling Limit)	
Fire Department Service Charge	\$2,500
Credit Card, Fund Transfer, Forgery and Counterfeit Money	\$10,000
Loss Assessment	\$1,000
Landlord Furnishings	\$2,500
Ordinance or Law (10% of Coverage A - Dwelling Limit)	\$32,400
Personal Records and Data Replacement	\$5,000

Named Insured JAY SCOTT MYERS JR  
LINDA K MYERS

Policy Number 605353540 633 1

Policy Period October 4, 2020 to October 4, 2021

Issued On Date August 16, 2020

## Property – Additional Coverages (continued)

Limited Fungi or Other Microbes Remediation

Limit

\$5,000

*The applicable policy deductible applies unless otherwise noted.*

## Liability – Additional Coverages

Damage to Property of Others

Limit

\$10,000

Loss Assessment

\$1,000

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

## Optional Coverages and Packages

### Optional Coverages

Personal Injury Coverage

Endorsement

HQ-082 TX (02-19)

Limit

Premium

\$16.00

Personal Property Replacement Cost Loss Settlement

HQ-290 CW (05-17)

Included\*

Windstorm or Hail Percentage Deductible

HQ-312 CW (05-17)

Included\*

Additional Replacement Cost Protection Coverage

HQ-420 CW (11-18)

\$162,000

Included\*

50% of Coverage A - Dwelling Limit

Foundation Coverage

HQ-468 TX (05-17)

Included\*

Functional Replacement Cost Loss Settlement

HQ-825 CW (05-17)

Included\*

Home-Sharing Host Activities Coverage

HQ-857 CW (11-18)

\$35.00

### Optional Packages

Endorsement

Limit

Premium

#### Enhanced Water Package

Included\*

Water Back Up and Sump Discharge or Overflow Coverage

HQ-208 CW (08-18)

\$50,000

Limited Hidden Water or Steam Seepage or Leakage Coverage

HQ-209 CW (08-18)

\$324,000

#### Buried Utility Lines and Equipment Breakdown Package

\$45.00

Equipment Breakdown Coverage

HQ-855 CW (05-17)

\$50,000

Buried Utility Lines Coverage

HQ-856 CW (02-19)

\$10,000

*\*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: 633

Policy Quick Reference

HQ-T77 CW H2 (05-17)

Agreement, Definitions & Policy Conditions

HQ-D77 CW (05-17)

Property Coverage Section

HQ-P03 CW (05-17)

Liability Coverage Section

HQ-L77 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 Homeowners 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: 2400	Siding Type: Stucco
# of Bathrooms: 3	Age of Roof: 3	Roof Material Type: Metal
Garage - Number of Cars: 1	Garage Type: Carport	Foundation Type: Crawl Space
# of Employees: 00		Finished Basement: 00

Issued on 08-16-2020

### For Your Information

For information about how Travelers compensates independent agents and brokers, please visit [www.Travelers.com](http://www.Travelers.com) or call our toll free telephone number 1-866-904-8348. You may also request a written copy from Marketing at One Tower Square, 2GSA, Hartford, Connecticut 06183.

We want to make sure we are using accurate information to rate your policy. Because you are the most familiar with your home we need your help to make sure that the information on your Declarations is accurate and complete. If any of the information on your Declarations has changed, appears incorrect or is missing, please advise your agent or Travelers representative. We also need you to check our website at [www.mytravelers.com/discounts](http://www.mytravelers.com/discounts) to ensure that you are receiving all of the discounts for which you are eligible. Once at the website, type in your policy number 6053535406331 and product code QH2 to view all available discounts. Should you have any questions about the information on your Declarations or your discounts, please call your agent or Travelers representative.

We have increased the coverage limit on your home by 1.900% to reflect the estimated cost to rebuild your home. This increase is based on current information we received from CoreLogic, an independent firm specializing in construction costs. Each home is unique and you know your home best. Your coverage amount may need to be adjusted, higher or lower, based on your home's specific construction details, updates or upgrades. Have you recently made any home improvements, such as upgraded your kitchen or bath, or completed a finished living area in your basement? Have you added an extra room or built a deck? These changes can significantly increase the replacement cost value of your home. It is important to make sure your policy affords appropriate coverage and limits to reflect your home's replacement cost value in the event of a total loss. If you disagree with your coverage limit, please contact your Travelers representative or agent who can work with you to help you decide the appropriate amount of insurance for your home and process any necessary adjustments.

If you have recently replaced your roof it is important that you inform your Travelers Representative.

**SPECIAL WINDSTORM DEDUCTIBLE APPLIES: SEE ENDORSEMENT HQ-312.**

This policy contains pollution exclusions under the Property Coverage Section and the Liability Coverage Section.





## GENERAL RELEASE OF LIABILITY

I, LINDA MYERS, of 4204 STONECREEK CIRCLE,  
Short Term Rental Operator Street Address  
KERRVILLE, TX, 78028 (Hereinafter the "Releasor") have agreed  
City State Zip  
to this General Release of Liability ("Agreement") for no payment or consideration.

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

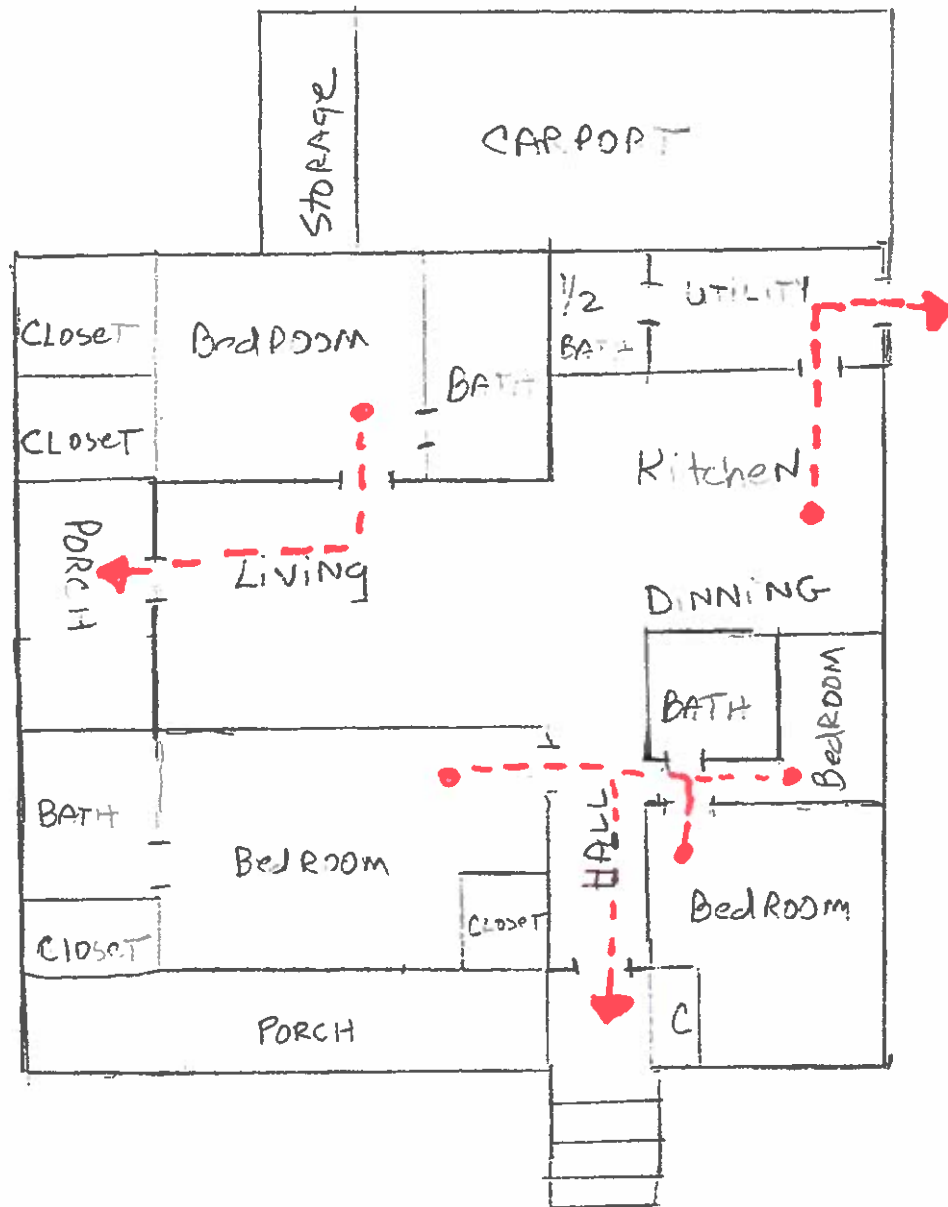
It is understood and agreed that this Agreement is made and received in full and complete settlement and satisfaction the causes of action, claims, and demands mentioned herein; that this Release contains the entire Agreement between the parties; and that the terms of this Agreement are contractual and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

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

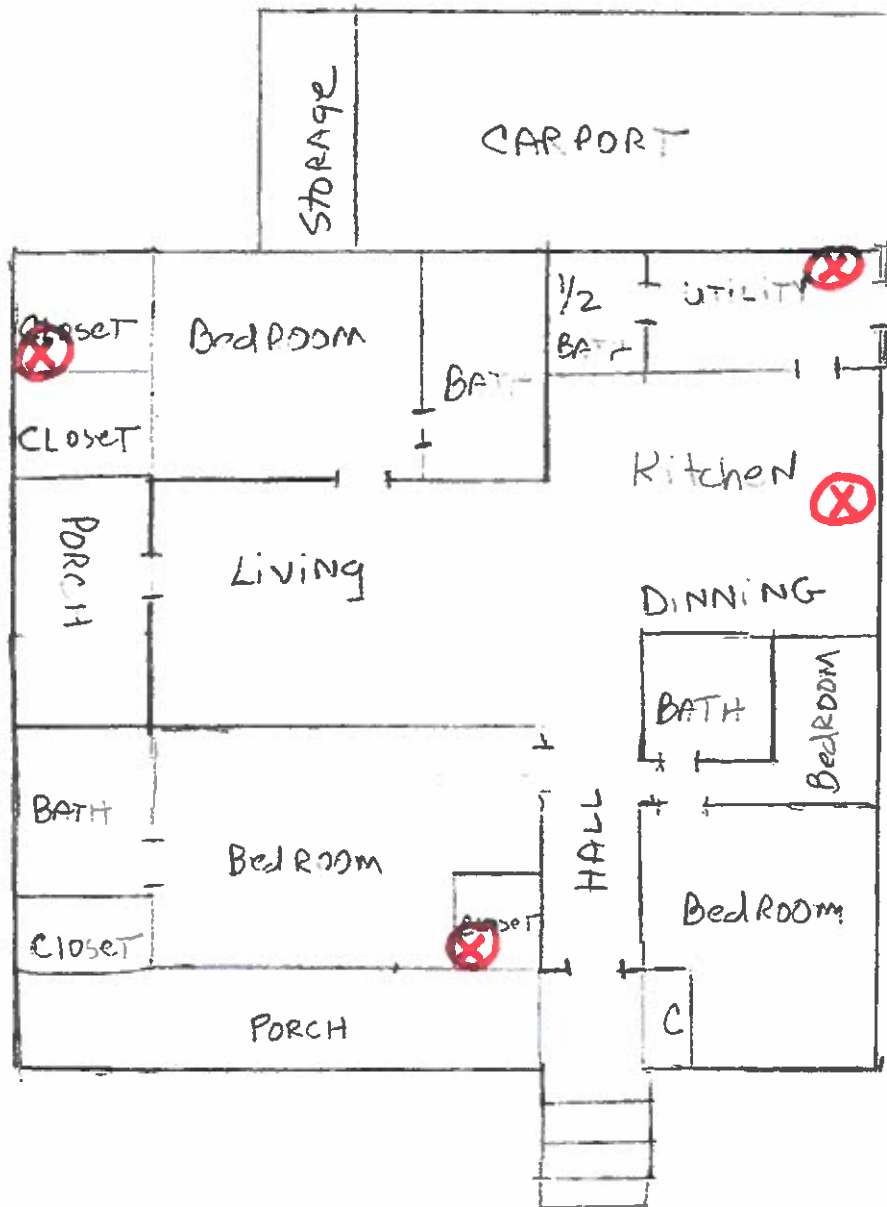
EXECUTED this 29 day of MARCH, 20 21.  
Day Month Year

Releasor's Signature: Linda Myers

Releasor's Printed Name: LINDA MYERS



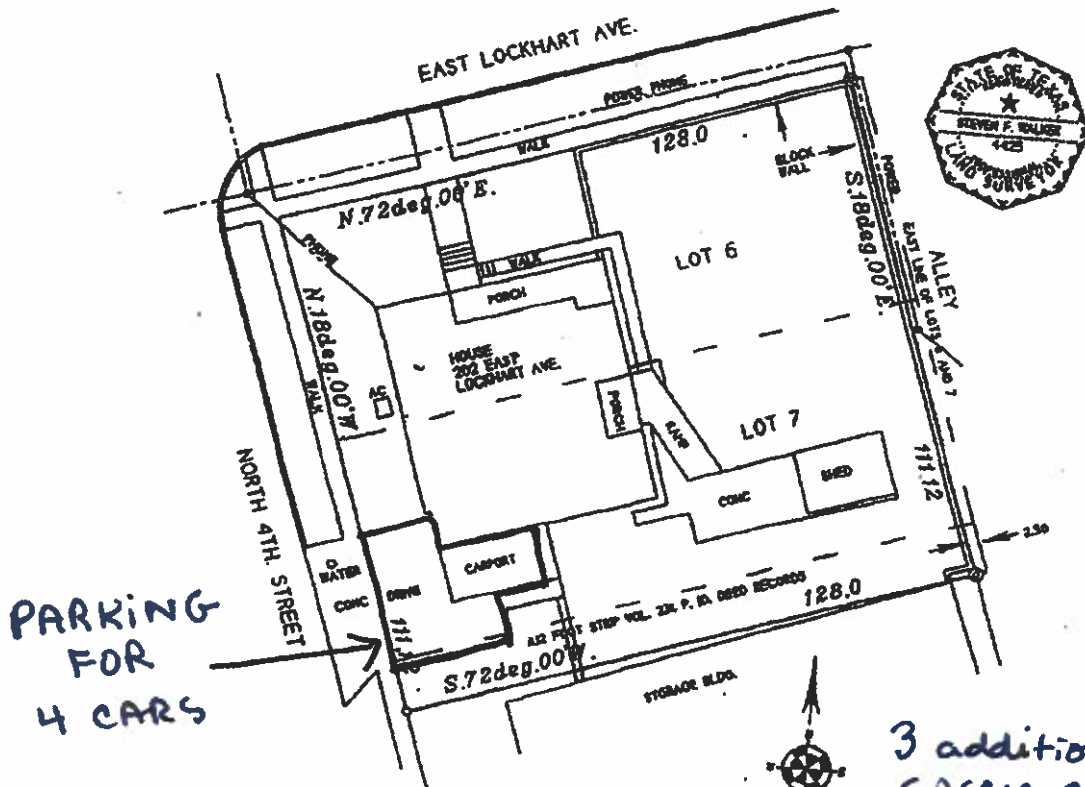
EVAUATION ROUTES



LOCATION OF FIRE EXTINGUISHERS

REDUCED FOR EXHIBIT PURPOSES

Read and Approved



PARKING  
FOR  
4 CARS

3 additional PARKING  
spaces are available  
across the street @  
209 E. Lockhart Ave  
if needed.

PLAT of a survey of a 0.327 acre tract  
of land described in Vol. 218, P. 359, Official  
Public Records, out of Block 23, Original  
Townsite of Alpine, as per a plat on file  
in Envelope #184, Plat Records, in the  
office of the County Clerk, Brewster  
County, Texas, and being part of Lots 6  
and 7 and an 11.2 foot strip (V. 231, P. 10, D.R.)

SCALE: 1" = 30'  
BEARINGS ARE BASED ON THE RECORD EAST  
LINE OF THIS TRACT  
① - 3/4" IRON RODS FOUND  
② - 1/2" IRON ROD AND CAP MARKED "WALKER  
4425" SET

A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT

ACCORDING TO THE FIRM MAP, COMMUNITY-PANEL NUMBER 480045 0002 & DATED NOVEMBER  
19, 1990, THIS TRACT IS IN ZONE AE. AREAS OF 100 YEAR FLOOD. BASE FLOOD ELEVATIONS  
DETERMINED

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: May 19, 2017

WALKER LAND SURVEYING  
405 E. Ave. "B"  
Alpine, TX  
79830  
432-437-7272  
FIRM NO. 10007800

EXHIBIT A

## Brewster County Tax Office

STATEMENT NUMBER

12860

PROPERTY ID NUMBER

11937

## 2020 TAX STATEMENT

Betty Jo Rooney  
Phone: 432-837-2214  
Fax: 432-837-3871

<http://www.brewstercotad.org>

## NAME &amp; ADDRESS

Owner ID: 36398  
MYERS JAY SCOTT  
108 HAPPY TRL  
SHAVANO PARK, TX 78231

Pct: 100.000%

## PROPERTY DESCRIPTION

OT, BLOCK 23, LOT 6,7

Acreage: 0.1786

Type: R

## PROPERTY GEOGRAPHICAL ID

973600230000000140

## PROPERTY SITUS / LOCATION

202 E LOCKHART ALPINE, TX

LAND MARKET VALUE	IMPROVEMENT MARKET VALUE	AG/TIMBER USE VALUE	AG/TIMBER MARKET	ASSESSED VALUE
22,224	193,742	0	0	215,966

Appraised Value:

215,966

100% Assessment Ratio

Taxing Unit	Assessed	Homestead Exemption	OV65 or DP Exemption	Other Exemptions	Freeze Year and Ceiling	Taxable Value	Rate Per \$100	Tax Due
Alpine ISD	215,966	0	0	0		215,966	1.294700	2,796.11
Big Bend Regional Hospital	215,966	0	0	0		215,966	0.107077	231.25
Brewster County	215,966	0	0	0		215,966	0.389601	841.41
City of Alpine	215,966	0	0	0		215,966	0.553753	1,195.91

Total Taxes Due By Jan 31, 2021

5,064.68

## Penalty &amp; Interest if paid after Jan 31, 2021

If Paid in Month	P&I Rate	Tax Due*
February 2021	7%	5,419.20
March 2021	9%	5,520.53
April 2021	11%	5,621.79
May 2021	13%	5,723.06
June 2021	15%	5,824.40




pd 01/12/2021

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

\*Total Tax Due may include Additional Penalty up to 20% incurred on April 1 or July 1 of the year of delinquency [Tax Code Sec 33.11] or Additional Late Filing Penalty of 10% [Tax Code Sec 23.54, Tax Code Sec 21.10].

True Automation, I

# HOUSE MANUAL

- Welcome to the Luxury Farmhouse. If you need anything during you stay, please contact me at 210-844-5124. While I am not local all the time, my sister lives across the street. Between the two of us we can get you what you need. Your local contact is Deb Ayers and she can be reached at 512-769-1108.
- Before heading out on your adventures, it is always a good idea to check the weather and local alerts that may be in effect. Things change fast here in West Texas. Check the local TV channels for updates or download Weather.com onto your smart phone to receive local weather and disaster alerts.
- In the tall cabinet to the left of the stove top you will find a first aid kit, local phone book, and emergency numbers for the local fire and police.
- Fire extinguishers are available in the house in case of emergencies. They are located in: the utility room, under the kitchen sink, and in the closets of the two master suites.
- Fuse Box is located behind the door of the king bedroom in the front of the house.
- You are in a residential neighborhood so please be aware of your noise level especially when you are outside.
- Wi-Fi is available for guests use. Network  REDACTED 
- A computer is available in the "Owl" Master Suite. Password is written on the top left  REDACTED
- ECHO Dot is available on shelf below the TV in the Living Room. It responds to "Echo" to wake it up.

# HOUSE MANUAL

- TV in the “Cowboy” Master Suite is not connected to cable but is equipped with Roku Streaming Stick. Internet content is available using Netflix and Amazon Prime.

You must agree to use these devices only for legal purposes and that you promise not to use them for illegal uploading, downloading, or other illegal activities.

- A wine bar is available for your use. Please accept a bottle from me to celebrate your stay at my house. Additional bottles consumed should be replaced as a courtesy to the next guests. There are a variety of red and white wines in the selection with a heavy focus on Texas wines (of course)
- Thermostat is located on wall behind the Living Room TV. Set it at the temperature you would like. At check out, if you could set to 80 degrees (in the summer) and 65 degrees (in the winter), it would be appreciated.
- Several rooms have separate controls for ceiling Fan/Light units. Occasionally the light switch will get reprogrammed. Try the manual control or the cords on the light fixtures to get them straighten out.
- A security system is available for your use. The code to arm and disarm is REDACTED

## KITCHEN

- There are a variety of table placemats and cloth napkins in the cabinets directly above the refrigerator.
- A Keurig beverage dispenser is on the counter to the left of the sink. A variety of pods are available in the cabinet directly below the machine. Please use the water provided on the shelf below the pods for the making drinks as the water in Alpine is hard. For making larger volumes of coffee a regular coffee maker is available in the cabinet adjacent to kitchen clock.

# HOUSE MANUAL

- There are torches around the patio sitting area that automatically come on at sunset. The flood light on the roof of the house prevents a couple of them from lighting at night. There are some mason jar lids outside you can place on the top if you want them to light up. Just remember to take the lids off so they can recharge during daylight hours.

## MISCELLANEOUS

- Items located in the “Cowboy” room closet: Highchair, Pak n Play, queen size air mattress with bedding.
- Items in the “Owl” room closet: Iron, ironing board, hand steamer, hand vacuum.
- Check out instructions are provided on a separate sheet.

I hope you enjoy your stay!!



b) **409 N. 5th:** Owners of record is Larry and Shirley Nichols

# 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 409 N. 5th St Property Owner Larry Nichols Phone 432-214-5523  
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 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.

Inspected by: DAVID HALO

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

- ☒ 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.

Approved DA Date: 03/30/2021

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

**STR Use of the property designated Alpine Creek Cottage at 409 North 5<sup>th</sup> Street in Alpine, Texas.**

This property has been used as a short term rental (Airbnb) under the current ownership for almost three years. Prior to that it was used for the same purpose by the previous owners who remodeled it from a falling down building to the attractive cottage it is today. This remodeling obviously greatly increased the value of this property as well as surrounding properties.

The Cottage is located in a commercial zone. It is divided into two separate units each with one bedroom and one bathroom. Cottage 1 has a kitchen which contains a sink, refrigerator, coffee and tea pots, a microwave and toaster oven. It is limited to two occupants and no children or pets.

Cottage 2 also has a living room and a sunroom/kitchen. The sunroom has a sink, refrigerator, coffee and tea pots and a microwave. It also, is limited to two occupants and no children or pets.

When we moved to Alpine six years ago we decided the best place to invest our retirement funds was in Alpine real estate. Therefore, these units are not just used for a little extra cash, but rather, they are our livelihood. Consequently, we take pride in keeping them in excellent condition and always extremely neat and clean. We get almost 100% 5-star reviews on Airbnb and we are designated as Superhosts by Airbnb. As well, the only comments by the neighbors have been very positive and complementary. In addition, we have given virtually all of our guests 5-star reviews. They are all very well-behaved and leave the premises neat and clean.

We originally filed a Short Term Rental Registration. We have paid our quarterly HOT every quarter we have been in business at least a week before the due date. We have already passed the required fire inspection. For these reasons we did not think we needed to reapply.

RECEIVED  
JUL 28 2021

For Building Services Use Only

Date Submitted: \_\_\_\_\_ Receipt No: \_\_\_\_\_

BLD Inspection: \_\_\_\_\_ Fire Inspection: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_

BY: Kayla Stanley 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

409 N. 5TH ST.

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

Lot 5 Block 36 Addition ORIGINAL TOWN

Square footage of property Number of Bedrooms & Units Size of property lot

960 2 BEDROOMS/2 UNITS 0.1148 ACRE

Present zoning district

C-2a

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)

LARRY M. & SHIRLEY A. NICHOLS

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

1005 MINGO DR.

City/State/Zip code of property owner

ALPINE, TX 79830

Telephone number of property owner

(432) 214-5523

Email address of property owner

saladocpa@bigbend.net

**PART 3. DESIGNATED OPERATOR'S INFORMATION**

Name of designated operator

same as 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.

h 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.

h 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.

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

h 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.

h 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)**

LARRY M. NICHOLS

Print Property Owners Name

Larry M. Nichols

Property Owners Signature

The State of Texas  
County Of Brewster  
Before Me Gerry Ellis  
(Notary)

on this day personally appeared Larry Nichols  
(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 28 day of July, A.D. 2021



Gerry L. Ellis  
Notary in And for State of Texas

SHIRLEY A. NICHOLS  
Print Property Owners Name

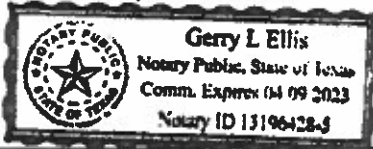
Shirley A. Nichols  
Property Owners Signature

The State of Texas  
County Of Brewster  
Before Me Gerry Ellis  
(Notary)

on this day personally appeared Shirley Nichols  
(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 28 day of July, A.D. 2021



Gerry L. Ellis  
Notary in And for State of Texas



**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:** 409 N. 5TH ST., ALPINE, TX 79830

**Property Owner Name:** LARRY M. & SHIRLEY A. NICHOLS

**Local Representative:**

**Name:** LARRY NICHOLS **Telephone:** (432) 214-5523

**Physical Address:** 1005 MINGO DR., ALPINE **Email:** saladocpa@bigbend.net

**Mailing Address:**  
1005 MINGO DR., 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:** Larry Nichols **Date:** 7/27/21

**Property Owner's Signature:** Larry M. Nichols **Date:** 7/27/21

REDACTED DL



**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.

409 N. 5TH ST., ALPINE, TX 79830  
(Property Address)

Larry M. Nichols  
(STR Owners Signature)

Date: 7/27/21

**CITY OF ALPINE  
STR PROOF OF PROPERTY INSURANCE**

X 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.

Harry M. Nichols  
Property Owner's Signature

7/27/21  
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.

ACCORDING TO MY INSURANCE AGENT (BETHANY BROOKMYER) THERE ARE NO POLICIES THAT STATE SPECIFICALLY THAT THEY ARE FOR STRs. HOWEVER MY POLICIES DO COVER STRs.

PROGRAM MANAGER  
SEACOAST BROKERS OF TEXAS LLC  
PO BOX 7378  
HILTON HEAD ISLAND SC 29938

# Dwelling Three® WITH Wind

CERTIFICATE DECLARATIONS  
Renewal Policy No NF033TX0201521  
Endt No 00 Yr 20  
Policy Period

COMPANY  
NATIONAL FIRE & MARINE INS CO  
1314 DOUGLAS STREET, STE 1400  
OMAHA NE 68102

AGENT BETHANY BROOKOVER  
PHONE (361) 729-5414

09/07/2020 to 09/07/2021  
(12:01 AM Standard Time) at Residence Premises

CONTRACT/UMR

NF010120

<b>AGENCY NAME AND ADDRESS:</b>		<b>NAMED INSURED AND MAILING ADDRESS</b>	
GSM INSURORS PO BOX 1478 ROCKPORT TX 78381		LARRY M & SHIRLEY S NICHOLS 1005 MINGO DR ALPINE TX 79830	
<b>RESIDENCE PREMISES</b>		<b>SECTION I COVERAGES</b>	
LOCATION OF RISK	409 N 5th St	<b>LIMIT OF LIABILITY</b>	
COMPLEX NAME (if applicable)		COVERAGE A - DWELLING	150,000
UNIT		COVERAGE C - PERSONAL PROPERTY	15,000
CITY/ STATE/ ZIP	Alpine TX 79830	COVERAGE D - LOSS OF USE / RENTS	15,000
COUNTY	Brewster	COVERAGE B - OTHER STRUCTURES	15,000
<b>MORTGAGEE INFORMATION</b>		<b>SECTION II COVERAGES</b>	
LOAN NO	PAYOR: Insured	COVERAGE L - PERSONAL LIABILITY	1,000,000
		COVERAGE M - MEDICAL PAYMENTS	5,000
		DEDUCTIBLE(S) PER OCCURRENCE	
<b>2nd MORTGAGEE INFORMATION</b>		ALL OTHER PERILS	\$1,000
LOAN NO		WATER DAMAGE	\$2,500
		WINDSTORM & HAIL	3,000
<b>NAMED INSURED:</b>		<b>PREMIUM</b>	
<b>ADDITIONAL INSURED:</b>		COVERAGE A - DWELLING	501.58
		COVERAGE C - PERSONAL PROPERTY	40.13
		OPTIONAL COVERAGES (if any)	830.12
		SUB TOTAL	1,371.83
		POLICY FEE	125.00
		OTHER FEE	0.00
<b>FORMS AND ENDORSEMENTS MADE PART OF THIS POLICY AT TIME OF ISSUE</b>		TAXABLE TOTAL	1,496.83
NFPJ0119; SED420; DP00031202; NFD10119; LHMILDDPDL0117; AOSDP0719; DL24821202; DL24011202; RTODPOL0113; ALCADP0510 (25Pct); PPRCDP0719; WDRDP0211; WSDP0211; WH0915; ALDL0718; DP04831202 (30); DP04851202 (\$30,000);		SURPLUS LINES TAX	0.0485 72.60
		STAMPING TAX	0.0015 2.25
			0.00
UPON POLICY EXPIRATION, A 100% EARNED PREMIUM WILL APPLY. NO FLAT CANCELLATIONS.			0.00
IN THE EVENT OF CANCELLATION THE POLICY FEE WILL BE FULLY EARNED.		<b>TOTAL PREMIUM</b>	<b>PAID \$ 1,571.88</b>

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of 4.85 percent tax on gross premium.

Signed By  
Correspondent:

Brian Hover

Surplus Lines Broker: Brenda Arellano DeLeon

1400 S Benton St, Big Spring, TX 79720

File

Printed On

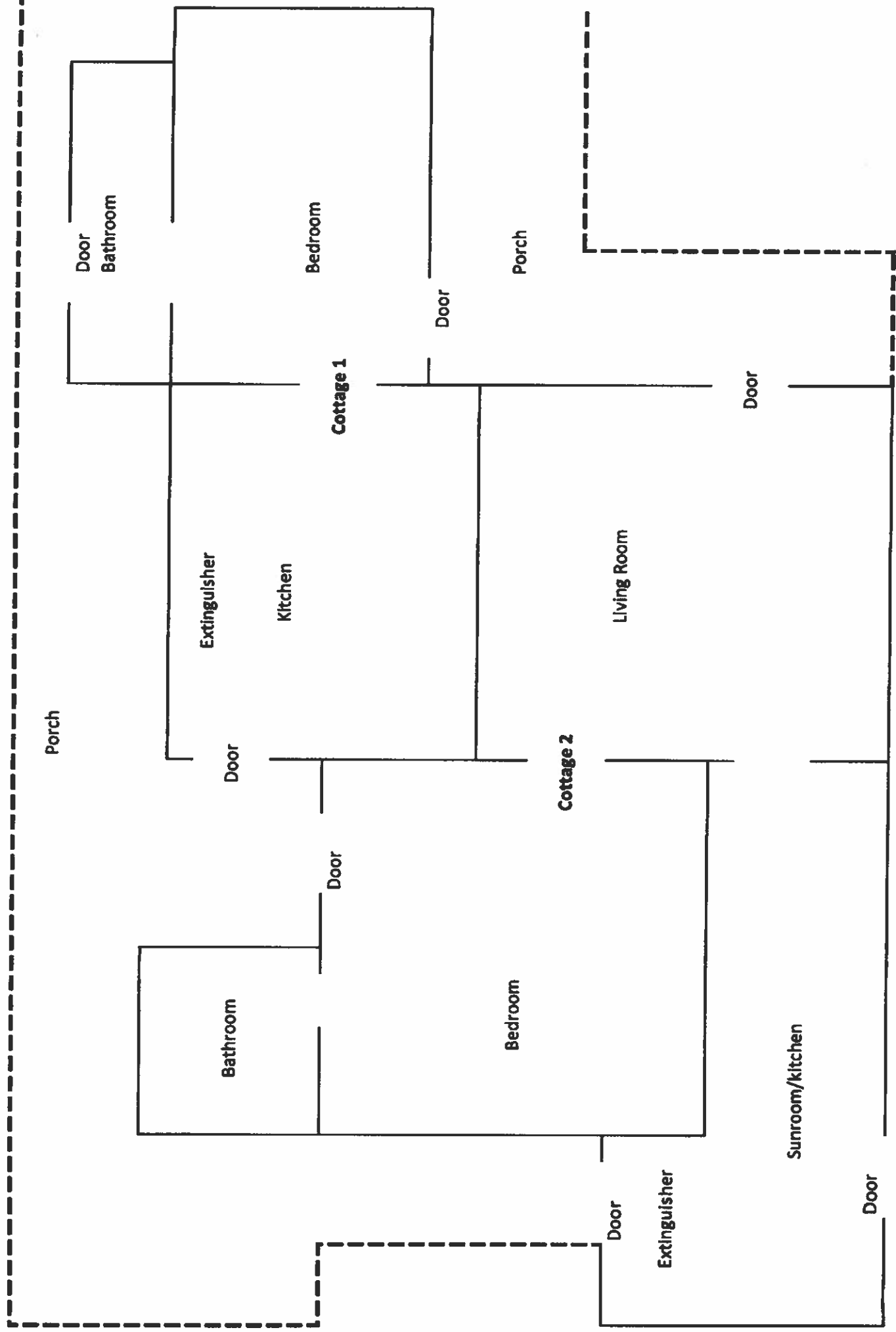
Processing Date

09/02/2020

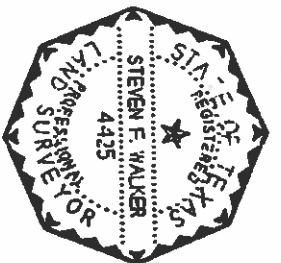
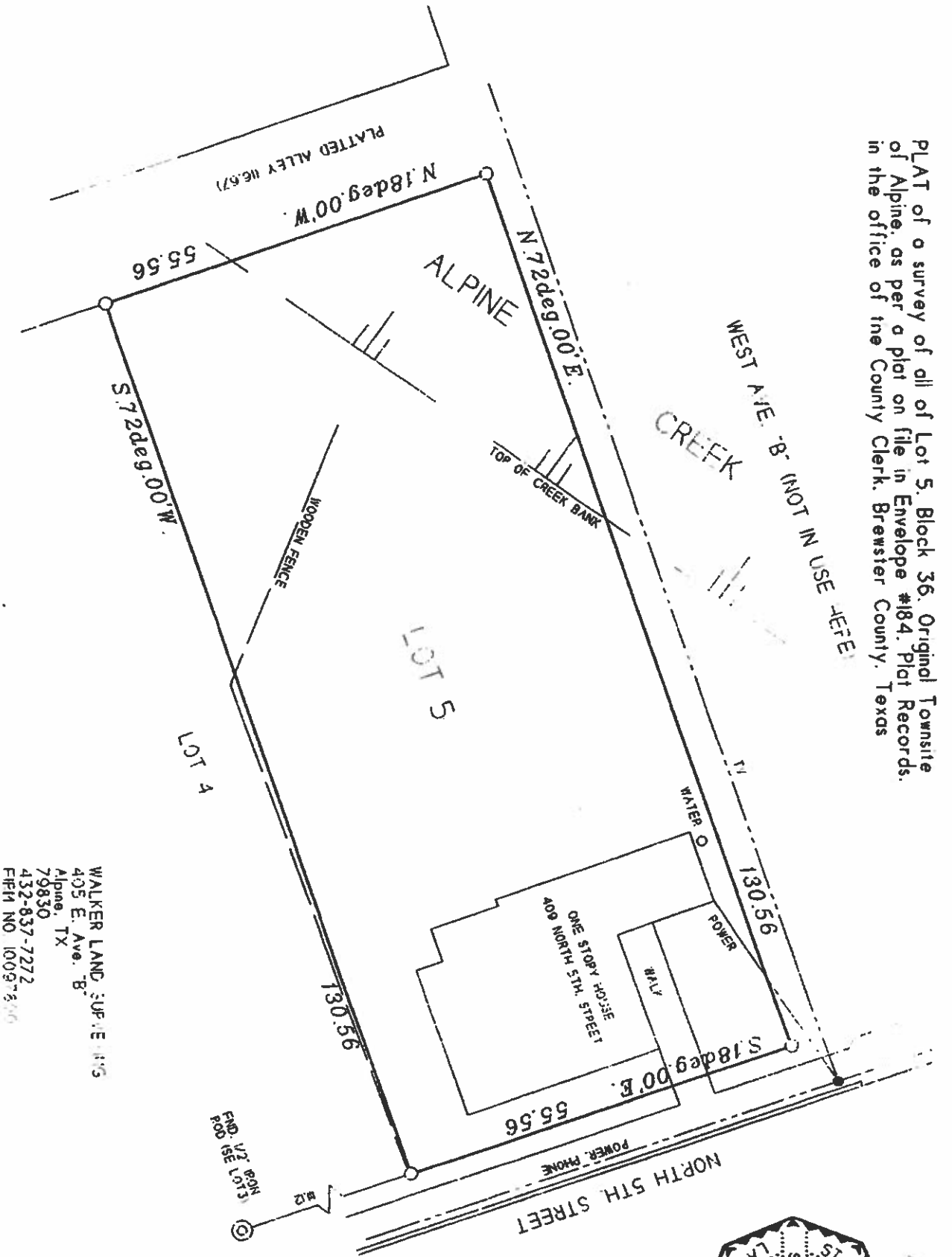
09/01/2020

Service of Suit Nominee: Counsel, Legal Department, National Fire & Marine Insurance Company, 1314 Douglas Street, Ste. 1400, Omaha, NE 68102

404 N. 5th St.



PLAT of a survey of all of Lot 5, Block 36, Original Townsite of Alpine, as per a plat on file in Envelope #184, Plat Records, in the office of the County Clerk, Brewster County, Texas

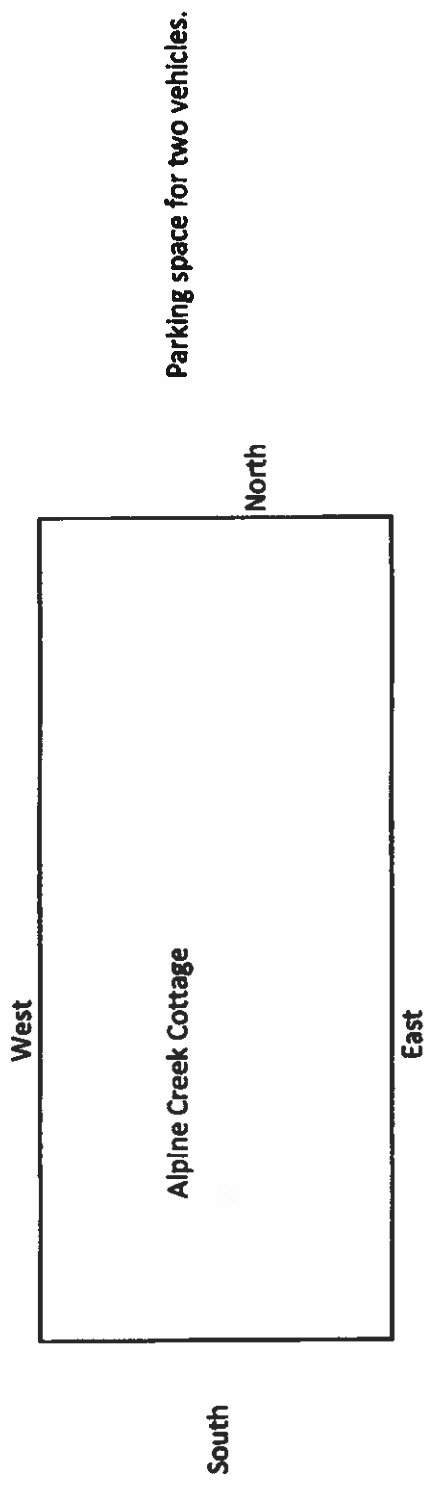


BEARINGS AT  
SOUTH LINE  
O - 1/2" POINT  
4425 SET

ACCORDING TO 1  
480085 0002 E.  
IN ZONE A.C. ARE  
ELEVATION, DET

I hereby certify  
on actual survey  
lines and corners  
best of my knowl

Steven F. Walker  
Registered Professional  
Date: May 11, 20



Also, since this is zoned commercial on street parking is allowed.



# 2021 Notice of Appraised Value

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

Property ID: 11999  
Ownership %: 100.00  
Geo ID: 973800360005000000  
Legal: OT, BLOCK 36, LOT 5  
Legal Acres: 0.1148  
Situs: 409 N 5TH ALPINE, TX  
Owner ID: 32112  
PIN: ns7Q3QAHBaXx

DATE OF NOTICE: May 14, 2021



Property ID: 11999 - 973800360005000000  
NICHOLS LARRY M AND SHIRLEY A NICHOLS  
1005 MINGO DR  
ALPINE, TX 79830-5221

**THIS IS NOT A BILL  
DO NOT PAY**

Dear Property Owner,  
We have appraised the property listed above for the tax year 2021. As of January 1, our appraisal is outlined below.

Appraisal Information				Last Year - 2020			Proposed - 2021	
Market Value of Improvements (Structures / Buildings, etc.)				119,513			128,290	
Market Value of Non Ag/Timber Land				19,446			31,114	
Market Value of Ag/Timber Land				0			0	
Market Value of Personal Property/Minerals				0			0	
Total Market Value				138,959			159,404	
Productivity Value of Ag/Timber Land				0			0	
Appraised Value				138,959			159,404	
Homestead Cap Value excluding Non-Homesite Value (i.e. Ag, Commercial)				138,959			159,404	
Exemptions (DV - Disabled Vet, DP-Disabled Person, HS-Homestead, OV65-Over 65)								
2020 Exemption Amount	2020 Taxable Value	Taxing Unit	2021 Proposed Appraised Value	2021 Exemption Amount	2021 Taxable Value	2020 Tax Rate	2021 Estimated Taxes	Freeze Year and Tax Ceiling
0	138,959	Brewster County	159,404	0	159,404	0.389601	621.04	
0	138,959	Big Bend Regional Hospi	159,404	0	159,404	0.107077	170.69	
0	138,959	City of Alpine	159,404	0	159,404	0.553753	882.71	
0	138,959	Alpine ISD	159,404	0	159,404	1.294700	2,063.80	
0	138,959	Central Appraisal Distr	159,404	0	159,404	0.000000	0.00	

**DO NOT PAY FROM THIS NOTICE** Total Estimated Tax: \$3,738.24

The difference between the 2016 appraised value and the 2021 appraised value is 43.23%. This percentage information is required by Tax Code section 25.19(b-1).

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

If you qualified your home for a 65 and older or disabled person exemption for school taxes, the school taxes on that home cannot increase as long as you own and live in that home. The tax ceiling is the amount that you pay in the year that you qualified for the 65 and older or disabled person exemption. The school taxes on your home may not go above the amount of the ceiling, unless you improve the home (other than normal repairs and maintenance). This situation may also apply to the county, junior college district, and some cities.

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

Deadline for filing a protest: June 17, 2021  
Location of Hearings: BREWSTER CAD MEETING ROOM  
ARB will begin hearings: June 30, 2021

To file a protest, complete the "Notice of Protest" form included with this notice by following the instructions included in the form. Mail or deliver the form to the appraisal review board at the following address no later than the deadline stated above:

Brewster CAD Meeting Room  
107 W Ave E #2  
Alpine, TX 79830

If you have any questions or need more information, please contact the appraisal district office at (432) 837-2558 or at the address shown above.

Sincerely,  
DENISE FLORES  
Chief Appraiser

### **Directions for Guests-Cottage 2**

I think you will enjoy Alpine and our cottage. The cottage is located at 409 North 5th Street. From Hwy 67/90 turn north on 5th street and go three blocks. The cottage will be on the left side of the street just before you get to the bridge over Alpine Creek. If you come in from the north on Hwy 118, it will be on the right after you pass the elementary school and cross the bridge. You may park on the north side of the building off the street or you may park on the street in front of the Cottage. Our normal check in time is anytime after 3PM and check out time is anytime before 11AM. If you need to request an exception let us know in advance and we will try to accommodate you. The units (1 & 2) are marked with large numbers. The key to your unit will be in the lockbox on the door facing. The combination is. When you leave, please leave the key on the table in the living room. Wifi instructions are on the card on the table. There is a microwave and mini-fridge for your convenience. There are also coffee, tea and a coffee pot. Enjoy and let us know if there are any problems.

### **Card Left on Table in Cottage**

**Welcome to Alpine Creek Cottage**

**We hope you thoroughly enjoy your stay.**

**Please call us if you have any questions or problems during your stay. 432-214-5776 or 432-214-5523. Police and Fire Numbers are Police-432-837-3486, Fire-432-837-2366.**

c) **304 ½ E Ave B:** Owners of record is Larry and Shirley Nichols

# 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 304 1/2 E AVE B Property Owner Larry Nichols Phone 432.214-5523

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 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 ALPINE TCEP INSPECTOR Approved DA Date: 05/30/2021

Requires re-inspection \_\_\_\_\_

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

**STR Use of the property designated The Silver Casita at 304 ½ E. Avenue B  
in Alpine, Texas.**

This property has been used as a short term rental (Airbnb) under the current ownership for over three years. When we bought the property which includes a main building, which is a long-term rental, the casita was dirty and unkempt. We cleaned up the mess and made several cosmetic changes. This facelift obviously greatly increased the value of this property as well as surrounding properties.

The Casita has one bedroom, a kitchen, bathroom, living area and carport. It accommodates two adults and is pet friendly. The yard is enclosed mostly by an 8 foot cedar fence with the east fence being a 5 foot cinder block wall. This makes it safe for dogs.

When we moved to Alpine six years ago we decided the best place to invest our retirement funds was in Alpine real estate. Therefore, these units are not just used for a little extra cash, but rather, they are our livelihood. Consequently, we take pride in keeping them in excellent condition and always extremely neat and clean. We get almost 100% 5-star reviews on Airbnb and we are designated as Superhosts by Airbnb. As well, the only comments by the neighbors have been very positive and complementary. In addition, we have given virtually all of our guests 5-star reviews. They are all very well-behaved and leave the premises neat and clean.

We originally filed a Short Term Rental Registration. We have paid our quarterly HOT every quarter we have been in business at least a week before the due date. We have already passed the required fire inspection. For these reasons we did not think we needed to reapply.

RECEIVED  
JUL 28 2021

For Building Services Use Only

Date Submitted: \_\_\_\_\_ Receipt No: \_\_\_\_\_

BLD Inspection: \_\_\_\_\_ Fire Inspection: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_

BY: Kyle Sanford 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

304 1/2 E. AVENUE B

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

Lot 6, 7 E/65.89' OF 6 & 7 Block Addition ORIGINAL TOWN

Square footage of property

660.1

Number of Bedrooms & Units

1 UNIT, 1 BEDROOM

Size of property lot

0.142 ACRE

Present zoning district

R2

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)

LARRY M. & SHIRLEY A. NICHOLS

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

1005 MINGO DR.

City/State/Zip code of property owner

ALPINE, TX 79830

Telephone number of property owner

(432) 214-5523

Email address of property owner

saladocprobigbend.net

**PART 3. DESIGNATED OPERATOR'S INFORMATION**

Name of designated operator

SAME AS 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**

*h* 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.

*h* 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.

*h* 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.

*h* 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)**

LARRY M. NICHOLS

Print Property Owners Name

Larry M. Nichols

Property Owners Signature

The State of Texas  
County Of Brewster  
Before Me Gerry Ellis  
(Notary)

on this day personally appeared Larry & Shirley Nichols  
(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 28 day of July, A.D. 2021



Gerry L. Ellis  
Notary in And for State of Texas

SHIRLEY A. NICHOLS

Print Property Owners Name

Shirley A. Nichols

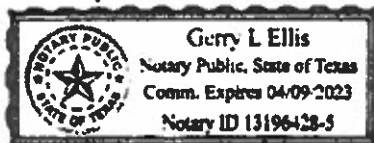
Property Owners Signature

The State of Texas  
County Of Brewster  
Before Me Gerry Ellis  
(Notary)

on this day personally appeared Shirley Nichols  
(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 28 day of July, A.D. 2021



Gerry L. Ellis  
Notary in And for State of Texas



**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:** 304 1/2 E. AVE B, ALPINE, TX 79830

**Property Owner Name:** LARRY M. & SHERLEY A. NICHOLS

**Local Representative:**

**Name:** LARRY NICHOLS    **Telephone:** (432) 214-5523

**Physical Address:** 1005 MINGO DR., ALPINE    **Email:** saladocpe@bigbend.net

**Mailing Address:**  
1005 MINGO DR., 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:** Larry Nichols    **Date:** 7/27/21

**Property Owner's Signature:** Larry M. Nichols    **Date:** 7/27/21

REDACTED DL

**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.

304 1/2 EAVE B., ALPINE, TX 79830  
(Property Address)

*David M. Nichols*  
(STR Owners Signature)

Date: 7/27/21

**CITY OF ALPINE  
STR PROOF OF PROPERTY INSURANCE**

X 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.

Harry M. Nichols  
Property Owner's Signature

7/27/21  
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 cover my short-term rental. Further, I will opt in to sign the General Release of Liability on the following page.

ACCORDING TO MY INSURANCE AGENT (BETHANY BROOKNER) THERE ARE NO POLICIES THAT STATE SPECIFICALLY THAT THEY ARE FOR STRs. HOWEVER MY POLICIES DO COVER STRs.



# POLICY DECLARATIONS

American Modern Property and Casualty Insurance Company

**Dwelling Special**

**Renewal**



## Premium Summary

Dwelling #1: \$1,669.00  
 304 E AVENUE B  
 ALPINE TX 79830-3626  
 Policy Coverages \$0.00  
 Additional Costs \$0.00

Note: a minimum earned premium of \$100.00 applies to this policy.

## Policy Discounts

Auto/Home Discount  
 Claims Free Discount

## Dwelling Discounts

The following discounts apply to one or more dwellings on this policy.

304 E AVENUE B, ALPINE TX 79830-3626  
 Deadbolts, Smoke Alarm and Fire Extinguisher

## Policy Summary

Policy Number:  
 100-866-646  
 Policy Period:  
 07/14/2021 to 07/14/2022 12:01 A.M. Standard Time

Named Insured(s):  
 LARRY NICHOLS  
 1005 MINGO DR  
 ALPINE TX 79830-5221

Contracted Agency:  
 SOUTH & WESTERN GENERAL AGENCY INC - #039682  
 PO BOX 9015  
 ADDISON TX 75001-9015

Your Agent:  
 GLASS SORENSON AND MCDAVID INC - #009552  
 PO BOX 1478  
 GSM INSURORS  
 ROCKPORT TX 78381

## Dwelling #1: 304 E AVENUE B, ALPINE TX 79830-3626

Occupancy:	Residence Type:	Construction Type:	Year Built:	Protection Class Code:	Territory:
Rental	2 Family Residence	Stucco	1950	4	29

## Additional Interests

Description of Interest:	Name:	Address:
Lienholder	GUILD MORTGAGE COMPANY ISAOA	PO BOX 818009, CLEVELAND OH 44181-8009

Loan/Contract Number: 8462000213

## Coverage Detail

Coverage	Limit / Description	Premium
Dwelling		\$1259.00
Limit	164,081	
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	
Wind and Hail Deductible	1,641	
Other Structures	30,000	\$63.00
Loss Settlement	Replacement Cost	
Roof Loss Settlement Option	Replacement Cost Roof 20 Years & Newer	
Personal Property	8,000	\$37.00
Loss Settlement	Actual Cash Value	
Additional Living Expense/Fair Rental Value	16,408	Included
Water Damage		\$58.00
Limit	Full	
Mold and Remediation - Property	10,000	Included
Water Backup and Sump Overflow	5,000	\$50.00
Deductible	250	
Premises Liability	500,000	\$119.00

## Dwelling Special Policy Declaration

American Modern Property and Casualty Insurance Company

Policy Period: 07/14/2021 - 07/14/2022

Policy Number: 100-866-646

Policy Type: Dwelling Special



Medical Payments	10,000 Per person/25,000 Per occurrence	\$20.00
Property Manager Premises Liability		Included
Extension		
Ordinance or Law	16,408	\$63.00
Vandalism or Malicious Mischief		Included
Deductible	500	
Fire Department Service Charge	500	Included
Mold Exclusion - Premises Liability		Included
Important Information		

This dwelling does not have coverage for the peril of flood.

This dwelling does not have coverage for the peril of earthquake.

Short Term Rental applies to this dwelling (lease terms of 3 months or less).

Premium \$1.669.00

## Your Policy Documents

Your policy consists of this Policy Declaration and the documents in the following list. Please keep these together.

### Policy Level Forms (Forms that apply to all Dwelling)

DS-TX-P-0001(02-20) - Dwelling Special Policy - Texas

IP-TX-N-0001(01-15) - Texas Consumer Bill of Rights Homeowners, Dwelling and Renters Insurance

DW-TX-X-0004(01-15) - Criminal Acts Exclusion - Texas

DW-CW-G-0001(01-15) - Condemnation Endorsement

IL-TX-N-0002(05-20) - Texas Notice of Toll-Free Numbers and Information and Complaint Procedures

IL-CW-G-0001(01-15) - Signature Endorsement

Forms that apply to Dwelling #1: 304 E AVENUE B, ALPINE TX 79830-3626

DY-TX-C-0001(05-18) - Premises Liability Endorsement - Texas

DY-CW-X-0002(01-15) - Premises Liability Fungi, Wet or Dry Rot, or Bacteria Exclusion

DY-CW-C-0005(01-16) - Property Manager - Premises Liability

DW-TX-N-0005(05-16) - Important Notice - Texas

DY-CW-G-0001(01-15) - Premises Liability Cap on Losses from Certified Acts of Terrorism

DS-CW-G-0001(01-15) - Construction Cost Index

DS-TX-C-0007(03-16) - Water Backup And Sump Overflow - Texas

DW-CW-G-0002(01-15) - Cap on Losses From Certified Acts of Terrorism

DS-TX-C-0002(01-16) - Permitted Vacancy Or Seasonal Usage Clause - Texas

IP-CW-C-0004(01-15) - Reinstatement of Limit

DS-TX-C-0013(08-18) - Replacement Cost with Roof Covering Restriction - Texas

DY-CW-X-0001(01-16) - Premises Liability Lead Paint Liability Exclusion

DY-CW-X-0003(01-15) - Premises Liability Swimming Pool Slide and Diving Board Exclusion

DY-TX-X-0002(01-15) - Premises Liability Fungi, Wet Or Dry Rot, Or Bacteria Exclusion - Texas

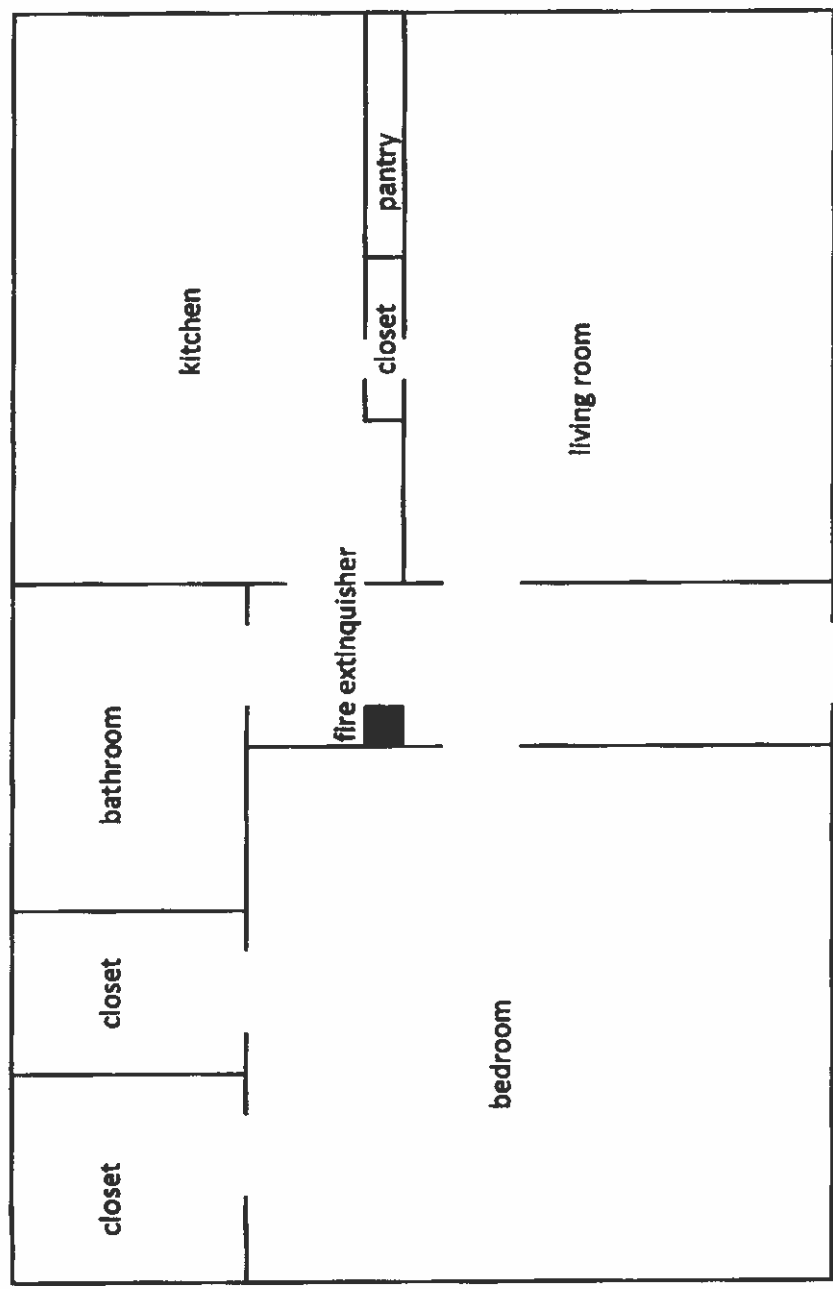
DW-CW-N-0002(01-15) - Important Notice - Terrorism Insurance Coverage

DS-TX-C-0003(06-17) - Water Damage Coverage - Texas

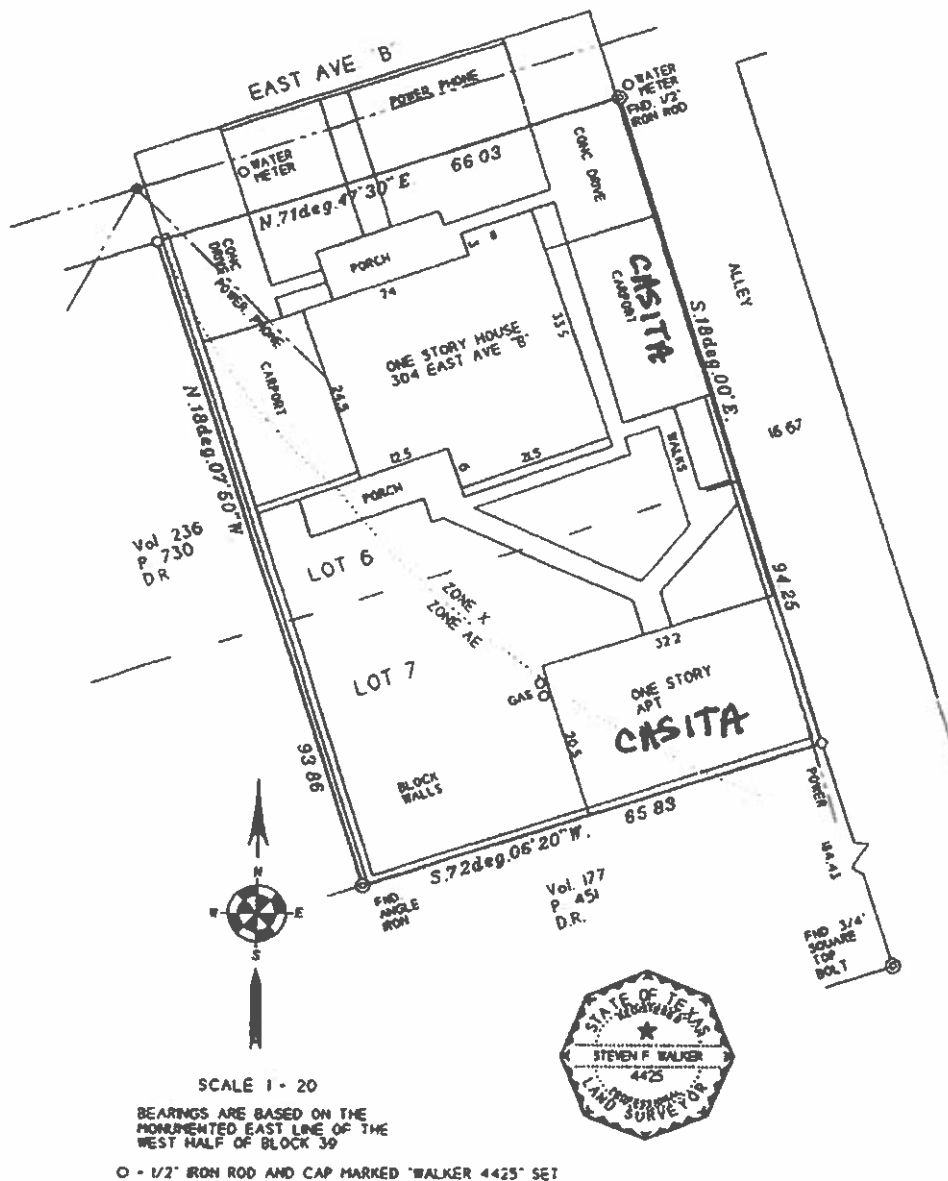
DS-TX-C-0009(03-17) - Ordinance Or Law Coverage - Texas

DS-CW-C-0010(01-15) - Additional Living Expense or Fair Rental Value

304 1/2 E. AVE. D



# REDUCED FOR EXHIBIT PURPOSES



PLAT of a survey of a 0.142 acre tract of land, being part of a tract described in Vol. 236 P. 730, Deed Records, and being part of Lots 6 and 7, Block 39, Original Townsite of Alpine, as per a plat on file in Envelope #184, Plat Records, in the office of the County Clerk, Brewster County, Texas

ACCORDING TO THE FRM MAP, COMMUNITY PANEL NUMBER 480065 0002 B, DATED NOVEMBER 16, 2000 THIS TRACT IS IN ZONE AE. AREAS OF 100 YEAR FLOOD HAZARD AND ZONE X AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOODPLAIN APPROXIMATELY AS SHOWN

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: June 8, 2010

WALKER LAND SURVEYING  
 405 E. Ave. B  
 Alpine, TX  
 79830  
 432-837-7272

**EXHIBIT B**

Betty Jo Rooney  
Phone: 432-837-2214  
Fax: 432-837-3871

Brewster County Tax Office

**2020 TAX STATEMENT**

STATEMENT NUMBER  
**13100**  
PROPERTY ID NUMBER  
**12017**

<http://www.brewstercotad.org>

<b>NAME &amp; ADDRESS</b> Owner ID: 32112 Pct: 100.000% NICHOLS LARRY M AND SHIRLEY A NICHOLS 1005 MINGO DR ALPINE, TX 79830-5221		<b>PROPERTY DESCRIPTION</b> OT, BLOCK 39, LOT 6,7 E/65.89' OF 6 & 7  Acreage: 0.1424 Type: R		<b>PROPERTY GEOGRAPHICAL ID</b> 973600390006000030 <b>PROPERTY SITUS / LOCATION</b> 304 E AVE B ALPINE, TX	
<b>LAND MARKET VALUE</b> 13,178	<b>IMPROVEMENT MARKET VALUE</b> 115,620	<b>AG/TIMBER USE VALUE</b> 0	<b>AG/TIMBER MARKET</b> 0	<b>ASSESSED VALUE</b> 129,798	

100% Assessment Ratio

Appraised Value: 129,798

Taxing Unit	Assessed	Homestead Exemption	OV65 or DP Exemption	Other Exemptions	Freeze Year and Ceiling	Taxable Value	Rate Per \$100	Tax Due
Alpine ISD	129,798	0	0	0		129,798	1.294700	1,680.50
Big Bend Regional Hospital	129,798	0	0	0		129,798	0.107077	138.98
Brewster County	129,798	0	0	0		129,798	0.389601	505.69
City of Alpine	129,798	0	0	0		129,798	0.553753	718.76

**Total Taxes Due By Jan 31, 2021** **3,043.93**

Penalty & Interest if paid after Jan 31, 2021		
If Paid in Month	P&I Rate	Tax Due*
February 2021	7%	3,257.03
March 2021	9%	3,317.89
April 2021	11%	3,378.77
May 2021	13%	3,439.64
June 2021	15%	3,500.53

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

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

True Automation, Inc.

\* DETACH HERE AND RETURN WITH PAYMENT \*

Make checks payable to:

Betty Jo Rooney  
Brewster County Tax Office  
107 W Ave E #1 432-837-2214  
Alpine, TX 79830

RETURN SERVICE REQUESTED

<b>Owner Name and Address</b> NICHOLS LARRY M AND SHIRLEY 1005 MINGO DR ALPINE, TX 79830-5221	<b>Statement Number</b> 2020 13100 <b>Prop ID Number</b> 12017 <b>Geographical ID</b> 973600390006000030
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See payment schedule below for tax due.

If Paid in Month	Tax Due	<b>In January Pay</b> <b>3,043.93</b>
October 2020	3,043.93	
November 2020	3,043.93	<b>Taxes are payable</b> <b>October 1, 2020 and</b> <b>become delinquent</b> <b>on February 1, 2021</b>
December 2020	3,043.93	
January 2021	3,043.93	
February 2021	3,257.03	
March 2021	3,317.89	
April 2021	3,378.77	
May 2021	3,439.64	
June 2021	3,500.53	

NICHOLS LARRY M AND SHIRLEY A NICHOLS  
1005 MINGO DR  
ALPINE, TX 79830-5221

### **Directions for guests-Casita.**

If you are coming in on Hwy 67/90 turn north on Highway 118 North (5th St.). Go four blocks to Ave B and turn right. Go 2 1/2 blocks to 304 E. Ave B. If you are coming in from Fort Davis you will pass the elementary school on your right and then cross the bridge over Alpine Creek. Immediately after crossing the bridge turn left on Ave B and proceed as above. The carport to the left of the main house is for the Casita. The Casita is directly behind the Carport through the white picket gate. Our normal check in time is anytime after 3PM and check out time is anytime before 11AM.. If you need to request an exception, let us know in advance and we will try to accommodate you. The key is in the lockbox on the porch post. The REDACTED instructions for Wifi or emergencies is on the desk in the living room. The TV is Dish and there is a remote and channel guide on the table between the lounge chairs in the living room.

There are coffee, tea and breakfast bars on the kitchen counter and bottled water in the fridge.

### **Card Left on Table in Casita**

**Welcome to The Silver Casita**

**We hope you thoroughly enjoy your stay.**

**Please call us if you have any questions or problems during your stay. 432-214-5776 or 432-214-5523. Police and Fire Numbers are Police-432-837-3486, Fire-432-837-2366.**



**11. Executive Session –**

1. Deliberate and consider a contract for Interim City Manager Services (J. Stokes, City Council)
2. Deliberate and consider sale of City property located in Block 27 Original Townsite to the City of Alpine (M. Antrim, Interim City Manager)

**12. Action – Executive Session –**

1. Action, if any, regarding a contract for Interim City Manager Services (J. Stokes, City Council)
2. Action, if any, regarding sale of City property in Block 27 Original Town (M. Antrim, Interim City Manager)

**13. Adjournment.**