



CITY OF ALPINE
REGULAR CITY COUNCIL MEETING
May 6, 2025 – 5:30 PM

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

1. **CALL TO ORDER.**

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

2. **PUBLIC COMMENTS.**

Each person in attendance who desires to speak to the City Council on an item on the agenda shall speak during this section. A Public Comment Card must be filled out and turned in to the City Secretary at least 5 minutes prior to the start time of the meeting. The Public Comment Card may be filled out at www.cityofalpine.com/councilcomments. Public comments may be made regarding agenda items only. Attendees must be physically present in order to address the City Council. Comments by proxy are not allowed. Public Comments are limited to 3 minutes per person. Unused time may not be yielded to other attendees. Please note that the City Council may only take action on items posted on the agenda. The Texas Open Meetings Act prohibits the Council from deliberating or taking action on an item not listed on the agenda. City Staff may ask commenters clarifying questions, respond with facts, and explain policy.

3. **PUBLIC HEARINGS.**

At this time, the Mayor will invite members of the public to address each item listed in this section. Comments made during this section are limited to the topic of each public hearing. Attendees must be physically present in order to address the City Council. Comments by proxy are not allowed. Public Comments are limited to 3 minutes per person. Unused time may not be yielded to other attendees. If more than one public hearing is being held, each person will be allowed to speak during each topic.

- A. Public Hearing to obtain citizen views and comments regarding the second and final reading of Ordinance 2025-05-01, an Ordinance amending Chapter 74 - Parks and Recreation, Article II - Municipal Swimming Pool to the Alpine Code of Ordinances; Amending rules and regulations for the city pool.
- B. Public Hearing to obtain citizen views and comments regarding the second and final reading of Ordinance 2025-05-02, an ordinance authorizing the vacation, abandonment, and sale of 0.046 acres out of S. 5th St. right of way, platted as part of Ferguson's Second Addition to the City of Alpine, Envelope 96, Plat Records of Brewster County, Texas; Authorizing the City Manager to execute a Deed without Warranty to the applicant, Horticultural Consulting LLC; Directing that funds from the sale of the city's interest be deposited in the general fund for the purpose of street improvements; Providing for terms and conditions of such thereof; Providing for a Severability Clause; Providing for an Effective Date.
- C. Public Hearing to obtain citizen views and comments regarding Special Use Permit 2025-05-01, a special use permit allowing a short term rental to be established at 307 E. June Street. The applicants are April McAnally. The property owner of record is Karla Tomanka. The Parcel ID of the subject property is 10199. (G. Calderon, City Secretary)

4. PUBLIC PRESENTATIONS.**A. Presentations & Recognitions****B. Proclamations**

- i) Proclamation of National Public Service Appreciation Week for May 4th - 10th.
- ii) Proclamation of National Municipal Clerks Appreciation Week for May 4th -10th.
- iii) Proclamation of National Public Works Week (NPWW) on May 18, 2025 to May 24, 2025.
- iv) Proclamation of National Police Week Sun, May 11, 2025 – Sat, May 17, 2025.

C. Community Interest Items

- i) Mayor Announcements
- ii) City Manager Announcements
- iii) Council Member Announcements

5. CHANGES TO POSTED AGENDA.

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

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

6. TIME SENSITIVE ITEMS.**7. CONSENT AGENDA.**

- A.** Approval of the April 15, 2025 Regular Meeting Minutes. (G. Calderon, City Secretary)
- B.** Approval of the excused absence of Councilor Eva Martinez from the April 15, 2025 Regular City Council meeting. (G. Calderon, City Secretary)
- C.** Approval of Special Use Permit 2025-05-01, a special use permit allowing a short term rental

to be established at 307 E. June Street. The applicants are April McAnally. The property owner of record is Karla Tomanka. The Parcel ID of the subject property is 10199. (G. Calderon, City Secretary)

8. **ITEMS REMOVED FROM THE CONSENT AGENDA.**

9. **REPORTS & PRESENTATIONS.**

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

A. Tourism update by Director of Tourism, Chris Ruggia. (M. Antrim, City Manager)

10. **INFORMATION OR DISCUSSION ITEMS.**

A. Discuss the status of the roads in Alpine Country Club Estates including why the main road degrades at a higher rate than normal and the plans for rehabilitating the main road and neighborhood road. (R. Stephens, City Council)

B. Discuss sound testing data level from recent decibel meter readings at Hotel Richey and comparison to the Alpine Noise Ordinance. (R. Stephens, City Council)

C. Discuss using HOT funds to support Music Advisory Board Members by covering their lodging to attend the Regional Music Friendly Meeting in Odessa, Texas. (M. Antrim, City Manager)

D. Discuss updates and recommendations made to Appendix C - Zoning to the Alpine Code of Ordinances and combining Chapter 78 - Signs to the Alpine Code of Ordinances into Appendix C - Zoning. (M. Antrim, City Manager)

E. Discuss the proposal from Strategic Government Resources (SGR) regarding the hire of an Interim Utilities Director. (M. Antrim, City Manager)

11. **ACTION ITEMS.**

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

A. Approve the second and final reading of Ordinance 2025-05-01, an Ordinance amending Chapter 74 - Parks and Recreation, Article II - Municipal Swimming Pool to the Alpine Code of Ordinances; Amending rules and regulations for the city pool. (M. Antrim, City Manager)

B. Approve the second and final reading of Ordinance 2025-05-02, an ordinance authorizing the vacation, abandonment, and sale of 0.046 acres out of S. 5th St. right of way, platted as part of Ferguson's Second Addition to the City of Alpine, Envelope 96, Plat Records of Brewster County, Texas; Authorizing the City Manager to execute a Deed without Warranty to the applicant, Horticultural Consulting LLC; Directing that funds from the sale of the city's interest be deposited in the general fund for the purpose of street improvements; Providing for terms and conditions of such thereof; Providing for a Severability Clause; Providing for an Effective Date. (M. Antrim, City Manager)

C. Approve Resolution 2025-05-01, a resolution approving a Contract for the purpose of

Financing an Asphalt Zipper. (M. Antrim, City Manager)

- D. Take action on a resolution to direct that the dumpsters in Alpine Country Club Estates be moved to the main entrance from 67/90 in order to minimize the impact of the heavy vehicles on the main road. (R. Stephens, City Council)
- E. Approve lease agreement between Alpine Community Projects and the City of Alpine for the use of the building at 205 E Sul Ross Avenue. (M. Antrim, City Manager)

12. **EXECUTIVE REPORTS.**

Executive reports are limited to 10 minutes each. The City Council may hold a discussion during this section regarding any item listed on the agenda. No action may take place regarding report items, unless specified on the agenda.

City Mayor Report

City Manager Report

13. **CITY COUNCIL MEMBER COMMENTS.**

14. **EXECUTIVE SESSION.**

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

- A. Consultation with Attorney § 551.071, Texas Government Code:

- a. Letter of Demand - Stephen Seale
- b. Letter of Demand - Living Trust of James Distel

15. **ACTION AFTER EXECUTIVE SESSION.**

- A. Action, if any, concerning any of the items listed in executive session. (M. Antrim, City Manager)

16. **ADJOURN.**

CERTIFICATION

I, Geoffrey R. Calderon, do hereby certify that this notice was posted at City Hall, in a convenient and readily accessible place to the general public, and on the City website at www.cityofalpine.com pursuant to Section 551.043, Texas Government Code. The said notice was posted by 2:00 P.M. on May 2, 2025, and remained so posted for at least 72 hours preceding the scheduled time of the said meeting.

WITNESS MY HAND AND SEAL
this 2nd day of May 2025.



Geoffrey R. Calderon, TRMC
City Secretary & Chief Governance Officer



CITY COUNCIL AGENDA ITEM REPORT

May 6, 2025

Agenda Item No. 3A

Department: Office of the City Secretary

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Geoffrey R. Calderon, City Secretary

Staff Recommendation: None



AGENDA ITEM

Public Hearing to obtain citizen views and comments regarding the second and final reading of Ordinance 2025-05-01, an Ordinance amending Chapter 74 - Parks and Recreation, Article II - Municipal Swimming Pool to the Alpine Code of Ordinances; Amending rules and regulations for the city pool.

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

None

BUDGET CONSIDERATIONS

Expenditure Required: N/A

Savings Anticipation: N/A

Current Budget FY 2024-2025: N/A

Additional Funding: N/A

APPROVERS

Alex Tackett, Records Clerk

Geoffrey R. Calderon, City Secretary

Megan Antrim, City Manager

CITY COUNCIL AGENDA ITEM REPORT

May 6, 2025

Agenda Item No. 3B

Department: Office of the City Secretary

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Geoffrey R. Calderon, City Secretary



Staff Recommendation: None

AGENDA ITEM

Public Hearing to obtain citizen views and comments regarding the second and final reading of Ordinance 2025-05-02, an ordinance authorizing the vacation, abandonment, and sale of 0.046 acres out of S. 5th St. right of way, platted as part of Ferguson's Second Addition to the City of Alpine, Envelope 96, Plat Records of Brewster County, Texas; Authorizing the City Manager to execute a Deed without Warranty to the applicant, Horticultural Consulting LLC; Directing that funds from the sale of the city's interest be deposited in the general fund for the purpose of street improvements; Providing for terms and conditions of such thereof; Providing for a Severability Clause; Providing for an Effective Date.

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

None

BUDGET CONSIDERATIONS

Expenditure Required: N/A

Savings Anticipation: N/A

Current Budget FY 2024-2025: N/A

Additional Funding: N/A

APPROVERS

Alex Tackett, Records Clerk

Geoffrey R. Calderon, City Secretary

Megan Antrim, City Manager

CITY COUNCIL AGENDA ITEM REPORT

May 6, 2025

Agenda Item No. 3C

Department: Office of the City Secretary

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Geoffrey R. Calderon, City Secretary

Staff Recommendation: None



AGENDA ITEM

Public Hearing to obtain citizen views and comments regarding Special Use Permit 2025-05-01, a special use permit allowing a short term rental to be established at 307 E. June Street. The applicants are April McAnally. The property owner of record is Karla Tomanka. The Parcel ID of the subject property is 10199. (G. Calderon, City Secretary)

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

None

BUDGET CONSIDERATIONS

Expenditure Required: N/A

Savings Anticipation: N/A

Current Budget FY 2024-2025: N/A

Additional Funding: N/A

APPROVERS

Alex Tackett, Records Clerk

Geoffrey R. Calderon, City Secretary

Megan Antrim, City Manager

CITY COUNCIL AGENDA ITEM REPORT

May 6, 2025

Agenda Item No. 4Bi

Department: City Council

Sponsor: Catherine Eaves, Mayor

Memo Prepared By: Geoffrey R. Calderon, City Secretary

Staff Recommendation: None



AGENDA ITEM

Proclamation of National Public Service Appreciation Week for May 4th - 10th.

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

1. 5-6-2025 NPSRW Proclamation 2025

BUDGET CONSIDERATIONS

Expenditure Required: N/A

Savings Anticipation: N/A

Current Budget FY 2024-2025: N/A

Additional Funding: N/A

APPROVERS

Alex Tackett, Records Clerk

Geoffrey R. Calderon, City Secretary

Megan Antrim, City Manager

Approved - 4/24/2025

Approved - 4/24/2025

Final Approval - 4/27/2025

Proclamation

By Catherine Eaves, City of Alpine Mayor

WHEREAS, Americans are served every single day by public servants at the federal, state, county, and city levels. These unsung heroes do the work that keeps our nation working; and

WHEREAS, Public employees take not only jobs, but oaths; and

WHEREAS, Many public servants, including military personnel, police officers, firefighters, border patrol officers, embassy employees, health care professionals and others, risk their lives each day in service to the people of the United States and around the world; and

WHEREAS, Public servants include teachers, doctors, scientists, train conductors and astronauts, nurses, safety inspectors, code enforcement personnel, utility workers, street crews, laborers, computer technicians, social workers, finance personnel, administration, and countless other occupations. Day in and day out they provide the diverse services demanded by the American people of their government with efficiency and integrity, and

WHEREAS, Without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials.

NOW, THEREFORE, BE IT PROCLAIMED, that the week of May 4 to 10, 2025 be designated:

National Public Service Recognition Week

in Alpine, Texas, and further encourage all citizens to recognize the accomplishments and contributions of government employees at all levels — federal, state, county and city.

IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of May in the Year 2025.

Catherine Eaves, Mayor

CITY COUNCIL AGENDA ITEM REPORT

May 6, 2025

Agenda Item No. 4Bii

Department: City Council

Sponsor: Catherine Eaves, Mayor

Memo Prepared By: Geoffrey R. Calderon, City Secretary

Staff Recommendation: None



AGENDA ITEM

Proclamation of National Municipal Clerks Appreciation Week for May 4th -10th.

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

1. 5-6-25 Proclamation Municipal Clerks Week

BUDGET CONSIDERATIONS

Expenditure Required: N/A

Savings Anticipation: N/A

Current Budget FY 2024-2025: N/A

Additional Funding: N/A

APPROVERS

Alex Tackett, Records Clerk

Geoffrey R. Calderon, City Secretary

Megan Antrim, City Manager

Approved - 4/24/2025

Approved - 4/24/2025

Final Approval - 4/27/2025

Proclamation

By Catherine Eaves, City of Alpine Mayor

WHEREAS, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world; and

WHEREAS, The Office of the Professional Municipal Clerk is the oldest among public servants; and

WHEREAS, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and

WHEREAS, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, The Professional Municipal Clerk serves as the information center on functions of local government and community; and

WHEREAS, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations; and

WHEREAS, It is most appropriate that we recognize the accomplishments of our Municipal Clerk, Geoffrey Calderon, and Clerks, Vianey Olivas and Alexandra Tackett.

NOW, THEREFORE I, Catherine Eaves, Mayor of the City of Alpine, Texas, on behalf of the community, do hereby recognize May 4 to 10, 2025 as

Professional Municipal Clerks Week

In Alpine, Texas, and encourage all citizens to join me in this worthy observance.

IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of May in the Year 2025.

Catherine Eaves, Mayor

CITY COUNCIL AGENDA ITEM REPORT

May 6, 2025

Agenda Item No. 4Biii

Department: City Council

Sponsor: Catherine Eaves, Mayor

Memo Prepared By: Geoffrey R. Calderon, City Secretary

Staff Recommendation: None



AGENDA ITEM

Proclamation of National Public Works Week (NPWW) on May 18, 2025 to May 24, 2025.

EXECUTIVE SUMMARY

Proclamation of National Public Works Week (NPWW) on May 15, 2025 to May 21, 2025.

SUPPORTING MATERIALS

1. 5-6-25 Proclamation Public Works

BUDGET CONSIDERATIONS

Expenditure Required: N/A

Savings Anticipation: N/A

Current Budget FY 2024-2025: N/A

Additional Funding: N/A

APPROVERS

Alex Tackett, Records Clerk

Geoffrey R. Calderon, City Secretary

Megan Antrim, City Manager

Approved - 4/24/2025

Approved - 4/24/2025

Final Approval - 4/27/2025

Proclamation

By Catherine Eaves, City of Alpine Mayor

WHEREAS, Public Works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Alpine; and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of Public Works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the City of Alpine to gain knowledge of and to maintain an ongoing interest and understanding of the importance of Public Works and Public Works programs in their respective communities; and,

WHEREAS, the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association.

NOW, THEREFORE I, Catherine Eaves, Mayor of the City of Alpine, Texas, on behalf of the community, do hereby recognize May 18 to 24, 2025 as

National Public Works Week

In Alpine, Texas, and urge all citizens to pay tribute to our Public Works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of May in the Year 2025.

Catherine Eaves, Mayor

CITY COUNCIL AGENDA ITEM REPORT

May 6, 2025

Agenda Item No. 4Biv

Department: City Council

Sponsor: Catherine Eaves, Mayor

Memo Prepared By: Geoffrey R. Calderon, City Secretary

Staff Recommendation: None



AGENDA ITEM

Proclamation of National Police Week Sun, May 11, 2025 – Sat, May 17, 2025.

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

1. 5-6-25 Proclamation Police Officer Week

BUDGET CONSIDERATIONS

Expenditure Required: N/A

Savings Anticipation: N/A

Current Budget FY 2024-2025: N/A

Additional Funding: N/A

APPROVERS

Alex Tackett, Records Clerk

Geoffrey R. Calderon, City Secretary

Megan Antrim, City Manager

Approved - 4/24/2025

Approved - 4/24/2025

Final Approval - 4/27/2025

Proclamation

By Catherine Eaves, City of Alpine Mayor

WHEREAS, in 1962 President Kennedy proclaimed May 15th as National Peace Officers Memorial Day and the calendar week in which May 15th falls as National Police Week. Established by a joint resolution of Congress in 1962, National Police Week pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others; and

WHEREAS, the Members of the Alpine Police Department play an essential role in promoting the safety, security, and general wellbeing of all people, while safeguarding the rights and freedoms of the citizens and visitors of the City of Alpine; and

WHEREAS, it is of the utmost importance for all citizens to recognize and understand the challenges, duties and efforts of their police department, and that members of our police department recognize, understand and perform their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, by protecting the innocent against deception, the weak against oppression, and the vulnerable against harm; and

WHEREAS, the Alpine Police Department has grown to be a progressive, professional, and responsive law enforcement agency which unceasingly provides a vital public service at all times and in all conditions.

NOW, THEREFORE I, Catherine Eaves, Mayor of the City of Alpine, Texas, on behalf of the community, do hereby recognize May 11 to 17, 2025 as

National Police Week

And call upon all citizens of the City of Alpine to join in commemorating police officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities.

IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of May in the Year 2025.

Catherine Eaves, Mayor

CITY COUNCIL AGENDA ITEM REPORT

May 6, 2025

Agenda Item No. 7A

Department: Office of the City Secretary

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Geoffrey R. Calderon, City Secretary



Staff Recommendation: Approve

AGENDA ITEM

Approval of the April 15, 2025 Regular Meeting Minutes. (G. Calderon, City Secretary)

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

1. 4-15-25 City Council Minutes

BUDGET CONSIDERATIONS

Expenditure Required: N/A

Savings Anticipation: N/A

Current Budget FY 2024-2025: N/A

Additional Funding: N/A

APPROVERS

Alex Tackett, Records Clerk

Geoffrey R. Calderon, City Secretary

Megan Antrim, City Manager

Approved - 4/28/2025

Approved - 4/28/2025

Final Approval - 4/28/2025

City Of Alpine
WORKSHOP & REGULAR CITY COUNCIL MEETING
Tuesday, April 15, 2025 – 4:00 PM
Minutes

1. WORKSHOP MEETING - 4:00 P.M.

- A. Employee Insurance Discussion presented by Hotchkiss Insurance. (M. Antrim, City Manager)

Mayor Pro Tem Rick Stephens called the workshop meeting to order at 4:00 P.M.

City Council Members Present:

Councilor Darin Nance
Councilor Rick Stephens
Mayor Catherine Eaves - *Arrived Late*

City Staff and Stakeholders Present:

Megan Antrim, City Manager
Geoffrey R. Calderon, City Secretary
Cynthia Trevino, City Attorney
Darrell Losoya, Chief of Police
Riley Dearing, Hotchkiss Insurance
Deserae Amadeo, Hotchkiss Insurance

Not Present:

Councilor Reagan Stone
Councilor Lucy Escovedo
Councilor Eva Martinez

Others Present: None

2. CALL TO ORDER - REGULAR MEETING - 5:30 P.M.

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

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

City Council Members Present:

Councilor Reagan Stone
Councilor Darin Nance
Councilor Lucy Escovedo
Councilor Rick Stephens
Mayor Catherine Eaves

City Staff and Stakeholders Present:

Megan Antrim, City Manager
Geoffrey R. Calderon, City Secretary
Cynthia Trevino, City Attorney
Darrell Losoya, Chief of Police

Not Present:

Councilor Eva Martinez

Others Present: 19 attendees

Mayor Eaves announced that a quorum of the City Council was present at the City Council Chambers and City Secretary, Geoffrey Calderon, reported that the meeting agenda was posted by 2:00 P.M. on April 11, 2025.

3. **PUBLIC COMMENTS.**

Each person in attendance who desires to speak to the City Council on an item on the agenda shall speak during this section. A Public Comment Card must be filled out and turned in to the City Secretary at least 5 minutes prior to the start time of the meeting. The Public Comment Card may be filled out at www.cityofalpine.com/councilcomments. Public comments may be made regarding agenda items only. Attendees must be physically present in order to address the City Council. Comments by proxy are not allowed. Public Comments are limited to 3 minutes per person. Unused time may not be yielded to other attendees. Please note that the City Council may only take action on items posted on the agenda. The Texas Open Meetings Act prohibits the Council from deliberating or taking action on an item not listed on the agenda. City Staff may ask commenters clarifying questions, respond with facts, and explain policy.

- Austin Smith, Ward 1, addressed the City Council regarding item 12-C, the Municipal Pool Ordinance.
- Shelley Atwood, Ward 4, addressed the City Council opposing item 8E, Special Use Permit 2025-04-02.

4. **PUBLIC HEARINGS.**

At this time, the Mayor will invite members of the public to address each item listed in this section. Comments made during this section are limited to the topic of each public hearing. Attendees must be physically present in order to address the City Council. Comments by proxy are not allowed. Public Comments are limited to 3 minutes per person. Unused time may not be yielded to other attendees. If more than one public hearing is being held, each person will be allowed to speak during each topic.

Open (5:37 P.M.)

- A. Public Hearing to obtain citizen views and comments regarding the second and final reading of Ordinance 2025-04-02, an ordinance amending Chapter 22 - Businesses to the Alpine Code of Ordinances; Establishing regulations and requirements regarding the sale of alcohol within the city and providing for specific zoning districts in which alcohol may be sold; Providing the establishment of up to a \$500 penalty per occurrence for violations of the ordinance; Providing for the following: Findings of Fact, Enactment, Repealer, Penalty, Savings, Severability, Proper Notice and Meeting, and Effective Date Clauses. (M. Antrim, City Manager)

Public Comments: None.

- B. Public Hearing to obtain citizen views and comments regarding the second and final reading of Ordinance 2025-04-04, an ordinance authorizing the vacation, abandonment, and sale of the unimproved portions of Saltillo Avenue, Monterey Avenue, Tuluco Avenue, and Morilos Ave; all situated within Blocks One (1) through Six (6), Colima Addition to the City of Alpine, Brewster County, Texas; Authorizing the City Manager to execute a deed without warranty to the applicants Michael and Lynn McCarson; Directing that funds from the sale of the city's interest be deposited in the general fund for the purpose of street improvements; Providing for terms and conditions of such thereof; Providing for a Severability Clause; Providing for an effective date. (M. Antrim, City Manager)

Public Comments: None.

- C. Public Hearing regarding Special Use Permit 2025-04-02, a special use permit allowing a short term rental to be established at 405 W. Ave E. The applicants are David & Laurie Oyer. The property owner of record is 405 W. Avenue E, LLC. The Parcel ID of the subject property is 11881.

Public Comments: None.

- D. Public Hearing regarding Special Use Permit 2025-04-03, a special use permit allowing a short term rental to be established at 403 W. Holland Avenue, Unit A. The applicant is Little Torch Enterprises, LLC, DBA Cozy Court c/o Heather Smith. The property owner of record is Little Torch Enterprises, LLC. The Parcel ID of the subject property is 11849.

Public Comments: None.

- E. Public Hearing regarding Special Use Permit 2025-04-04, a special use permit allowing a short term rental to be established at 100 W. Murphy Street. The Applicant is April McAnally. The property owner of record is 6012 Avenue T, LLC. The Parcel ID of the subject property is 32660.

Public Comments: None.

- F. Public Hearing regarding Special Use Permit 2025-04-05, a special use permit allowing a short term rental to be established at 409 N. 6th Street. The applicant is April McAnally. The property owner of record is Jason Michelotti. The Parcel ID of the subject property is 11993.

Public Comments: Charles Struthers, Ward 5.

- G. Public Hearing regarding Special Use Permit 2025-04-06, a special use permit allowing a short term rental to be established at 601 N. 8th Street. The applicant is Allison Davidson. The property owner of record is Allison Smith. The Parcel ID of the subject property is 10459.

Public Comments: None.

Close (5:42 P.M.)

5. **PUBLIC PRESENTATIONS.**

A. Presentations & Recognitions

- i) Presentation of Recognition to Johnny Marquez for his dedicated service as Interim Utility Director from February 6, 2024 to April 1, 2025.

Mayor Eaves presented a Certificate of Recognition to Johnny Marquez for his dedicated service as Interim Utility Director from February 6, 2024 to April 1, 2025.

B. Proclamations

- i) Proclamation of Administrative Professionals Week on April 20 - April 26, 2025.

Mayor Eaves announced that April 20 - April 26, 2025 is Administrative Professionals Week in Alpine.

- ii) National Travel and Tourism Week Sun, May 4, 2025 – Sat, May 10, 2025.

Mayor Eaves presented the National Travel and Tourism Proclamation to Heather Yadon, Visitor Center Coordinator, and Chris Ruggia, Director of Tourism.

- iii) Proclamation of April 2025 as Earth Month.

Mayor Eaves presented the Proclamation of April 2025 as Earth Month to Adelina Beall, Environmental Services Coordinator, Recycling Technicians Larry Crawford, Clay Hursh, and Gerald Shores.

C. Community Interest Items

- i) Mayor Announcements
ii) City Manager Announcements
iii) Council Member Announcements

6. **CHANGES TO POSTED AGENDA.**

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

- A. **Items to be continued or withdrawn.** Items may be continued to the next City Council meeting or withdrawn from consideration during this agenda. Items to be continued or withdrawn require a motion, a second, and a majority vote.

No items were continued or withdrawn.

- B. **Items to be removed from the Consent Agenda for separate discussion.** Items may be withdrawn from the consent agenda by a simple request by the Mayor or any City Council member. Items removed from the consent agenda will be considered in the *Items Removed from the Consent Agenda* portion of the meeting directly after approval of the items not requiring separate discussion.

*Councilor Darin Nance requested to remove item D for separate discussion.
Councilor Rick Stephens requested to remove item E for a separate discussion.*

- C. **Action items to be added to the consent agenda.** Adding action items to the consent agenda must be requested by the Mayor or any City Council member and requires a motion, a second, and a majority vote.

No action items were added to the consent agenda.

- D. **Time-Sensitive Items.** The Mayor, any City Council Member, or a member of City Staff may, by simple request, ask that time-sensitive items be considered during that section.

No time sensitive items were added to the Time Sensitive Items portion of the agenda.

7. **TIME SENSITIVE ITEMS.**

8. **CONSENT AGENDA.**

- A. Approval of the April 1, 2025 Regular Meeting Minutes. (G. Calderon, City Secretary)
- B. Approval of the March 2025 Office of the City Secretary (OCS) Report including Legislative Services, City Council Activities, Board & Commissions Activities, Public Information, and Departmental Statistics and Updates. (G. Calderon, City Secretary)
- C. Approval of the 2nd Quarter Fiscal Year 2025 Office of the City Secretary (OCS) Report including Legislative Services, City Council Activities, Board & Commissions Activities, Public Information, and Departmental Statistics and Updates. (G. Calderon, City Secretary)
- D. Approval of Fiscal Year 2025 - 2026 2nd Quarter Investment Report (M. Antrim, City Manager)
- E. Approval of Special Use Permit 2025-04-02, a special use permit allowing a short term rental to be established at 405 W. Ave E. The applicants are David & Laurie Oyer. The property owner of record is 405 W. Avenue E, LLC. The Parcel ID of the subject property is 11881. (G. Calderon, City Secretary)
- F. Approval of Special Use Permit 2025-04-03, a special use permit allowing a short term rental to be established at 403 W. Holland Avenue, Unit A. The applicant is Little Torch Enterprises, LLC, DBA Cozy Court c/o Heather Smith. The property owner of record is Little Torch Enterprises, LLC. The Parcel ID of the subject property is 11849. (G. Calderon, City Secretary)
- G. Approval of Special Use Permit 2025-04-04, a special use permit allowing a short term rental to be established at 100 W. Murphy Street. The Applicant is April McAnally. The property owner of record is 6012 Avenue T, LLC. The Parcel ID of the subject property is 32660. (G. Calderon, City Secretary)
- H. Approval of Special Use Permit 2025-04-05, a special use permit allowing a short term rental to be established at 409 N. 6th Street. The applicant is April McAnally. The property owner of

record is Jason Michelotti. The Parcel ID of the subject property is 11993. (G. Calderon, City Secretary)

- I. Approval of Special Use Permit 2025-04-06, a special use permit allowing a short term rental to be established at 601 N. 8th Street. The applicant is Allison Davidson. The property owner of record is Allison Smith. The Parcel ID of the subject property is 10459. (G. Calderon, City Secretary)
- J. Approval of payment of March 2025 monthly billing summary for Bojorquez Law Firm services. (M. Antrim, City Manager)

RESOLUTION 2025-04-11: On a motion by Councilor Rick Stephens and seconded by Councilor Lucy Escovedo to approve the consent agenda as presented, the City Council unanimously adopted the motion with all members present voting in favor.

9. **ITEMS REMOVED FROM THE CONSENT AGENDA.**

Consent Agenda Item D

RESOLUTION 2025-04-12: On a motion by Councilor Darin Nance and seconded by Councilor Lucy Escovedo to approve item D: the Fiscal Year 2025-2026 2nd Quarter investment report, the City Council unanimously adopted the motion with all members present voting in favor.

Consent Agenda Item E

RESOLUTION 2025-04-13: On a motion by Councilor Rick Stephens and seconded by Councilor Lucy Escovedo to approve Special Use Permit 2024-04-02 as presented, the City Council unanimously adopted the motion with all members present voting in favor.

10. **REPORTS & PRESENTATIONS.**

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

- A. Update from the Alpine Country Club. (M. Antrim, City Manager)

Amy White, Alpine Country Club President, presented an update to the City Council.

- B. Alpine Volunteer Fire Department Update from Chief James Etchison. (M. Antrim, City Manager)

James Etchison, Alpine Volunteer Fire Department Chief, presented an update to the City Council.

- C. Update from Emergent Air. (M. Antrim, City Manager)

Bermin Washington, Base Manager for Alpine, presented an update to the City Council.

Mayor Eaves called a short recess. (6:26 P.M.)

The meeting resumed. (6:31 P.M.)

11. **INFORMATION OR DISCUSSION ITEMS.**

- A. Discuss third party management options for the Utility Department. (M. Antrim, City Manager)

City Manager, Megan Antrim, discussed third-party management options for the Utility Department with the City Council.

- B. Discuss next steps with initiating a pilot program for AMI water meters through Premier Water Works. (M. Antrim, City Manager)

City Manager, Megan Antrim, discussed next steps with initiating a pilot program for AMI water meters through Premier Water Works with the City Council.

12. **ACTION ITEMS.**

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

- A. Approve the second and final reading of Ordinance 2025-04-02, an ordinance amending Chapter 22 - Businesses to the Alpine Code of Ordinances; Establishing regulations and requirements regarding the sale of alcohol within the city and providing for specific zoning districts in which alcohol may be sold; Providing the establishment of up to a \$500 penalty per occurrence for violations of the ordinance; Providing for the following: Findings of Fact, Enactment, Repealer, Penalty, Savings, Severability, Proper Notice and Meeting, and Effective Date Clauses. (M. Antrim, City Manager)

RESOLUTION 2025-04-14: On a motion by Councilor Rick Stephens and seconded by Councilor Lucy Escovedo to approve the second and final reading of Ordinance 2025-04-02, the City Council unanimously adopted the motion with all members present voting in favor.

- B. Approve the second and final reading of Ordinance 2025-04-04, an ordinance authorizing the vacation, abandonment, and sale of the unimproved portions of Saltillo Avenue, Monterey Avenue, Tuluco Avenue, and Morilos Ave; all situated within Blocks One (1) through Six (6), Colima Addition to the City of Alpine, Brewster County, Texas; Authorizing the City Manager to execute a deed without warranty to the applicants Michael and Lynn McCarson; Directing that funds from the sale of the city's interest be deposited in the general fund for the purpose of street improvements; Providing for terms and conditions of such thereof; Providing for a Severability Clause; Providing for an effective date. (M. Antrim, City Manager)

RESOLUTION 2025-04-15: On a motion by Councilor Rick Stephens and seconded by Councilor Lucy Escovedo to approve the second and final reading Ordinance 2025-04-04 as

presented, the City Council unanimously adopted the motion with all members present voting in favor.

- C. Approve the first reading of Ordinance 2025-05-01, an Ordinance amending Chapter 74 - Parks and Recreation, Article II - Municipal Swimming Pool to the Alpine Code of Ordinances; Amending rules and regulations for the city pool. (M. Antrim, City Manager)

RESOLUTION 2025-04-16: On a motion by Councilor Rick Stephens and seconded by Councilor Lucy Escovedo to approve the first reading of Ordinance 2025-05-01 as presented, the City Council unanimously adopted the motion with all members present voting in favor.

- D. Approve the first reading of Ordinance 2025-05-02, an ordinance authorizing the vacation, abandonment, and sale of 0.046 acres out of S. 5th St. right of way, platted as part of Ferguson's Second Addition to the City of Alpine, Envelope 96, Plat Records of Brewster County, Texas; Authorizing the City Manager to execute a Deed without Warranty to the applicant, Horticultural Consulting, LLC; Directing that funds from the sale of the city's interest be deposited in the general fund for the purpose of street improvements; Providing for terms and conditions of such thereof; Providing for a Severability Clause; Providing for an Effective Date. (M. Antrim, City Manager)

RESOLUTION 2025-04-17: On a motion by Councilor Rick Stephens and seconded by Councilor Lucy Escovedo to approve the first reading of Ordinance 2025-05-02 as presented, the City Council unanimously adopted the motion with all members present voting in favor.

- E. Approve Resolution 2025-04-11, a resolution adopting a swimming pool fee schedule for the Fiscal Year 2025 for the Alpine Municipal Swimming Pool. (M. Antrim, City Manager)

RESOLUTION 2025-04-18: On a motion by Councilor Rick Stephens and seconded by Councilor Lucy Escovedo to approve resolution 2025-04-11 as presented, discussion ensued.

RESOLUTION 2025-04-19: On a motion by Councilor Darin Nance and seconded by Councilor Rick Stephens to correct the typo in the in the third Whereas Clause from Fiscal Year 2024 to 2025, the City Council unanimously adopted the motion with all members present voting in favor. The City Council subsequently unanimously adopted the original motion as amended.

- F. Approve the High Intensity Drug Traffic Award (HIDTA) for FY 2026. (M. Antrim, City Manager)

RESOLUTION 2025-04-20: On a motion by Councilor Rick Stephens and seconded by Councilor Lucy Escovedo to approve the High Intensity Drug Traffic Award, the City Council unanimously adopted the motion with all members present voting in favor excluding Councilor Reagan Stone who voted against adoption.

- G. Approve 2025 Tax Agreement between the Brewster County Tax Office and the City of Alpine for collection of City property tax. (M. Antrim, City Manager)

RESOLUTION 2025-04-21: On a motion by Councilor Rick Stephens and seconded by Councilor Lucy Escovedo to approve the 2025 tax agreement between the Brewster County Tax Office and the City of Alpine for collection of city property taxes, the City Council unanimously adopted the motion with all members present voting in favor.

Mayor Eaves called a short recess. (7:28 P.M.)

The meeting resumed. (7:33 P.M.)

13. **EXECUTIVE REPORTS.**

Executive reports are limited to 10 minutes each. The City Council may hold a discussion during this section regarding any item listed on the agenda. No action may take place regarding report items, unless specified on the agenda.

City Mayor Report

City Manager Report

14. **CITY COUNCIL MEMBER COMMENTS.**

RESOLUTION 2025-04-22: On a motion by Councilor Rick Stephens and seconded by Councilor Reagan Stone to recess into executive session, the City Council unanimously adopted the motion with all members present voting in favor. **(7:42 P.M.)**

15. **EXECUTIVE SESSION.**

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

A. Consultation with Attorney § 551.071, Texas Government Code:

- a. Discussion with City Attorney regarding the current residential zoning of two properties, impact of previous zoning actions related to properties and legal options pursuant to the City's zoning code and state law concerning designation as commercial properties. The properties in question are:
 1. 1702 E Ave H. The property ID of the subject property is 12816. The property owner of record is Vicky Vega.
 2. 601 S. Walker. The property ID of the subject property is 10842. The property owner of record is Melinda A.Vega.
 3. 407 S. 3rd Street. The property ID of the subject property is 12244. The property owner of record is Beatriz Alicia Greising. (L. Escovedo, City Council)

16. **ACTION AFTER EXECUTIVE SESSION.**

RESOLUTION 2025-04-23: On a motion by Councilor Rick Stephens and seconded by Councilor Lucy Escovedo to reconvene into open session, the City Council unanimously adopted the motion with all members present voting in favor. **(8:43 P.M.)**

- A. Action, if any, concerning any of the items listed in executive session. (M. Antrim, City Manager)

RESOLUTION 2025-04-24: On a motion by Councilor Rick Stephens and seconded by Councilor Reagan Stone to take no action, the City Council unanimously adopted the motion with all members present voting in favor.

17. **ADJOURN.**

There being no further business, the meeting was adjourned by Mayor Eaves. (8:43 P.M.)

APPROVED:

Catherine Eaves, Mayor

ATTEST:

Geoffrey R. Calderon, TRMC
City Secretary & Chief Governance Officer

CERTIFICATION

I, Geoffrey R. Calderon, do hereby certify that this notice was posted at City Hall, in a convenient and readily accessible place to the general public, and on the City website at www.cityofalpine.com pursuant to Section 551.043, Texas Government Code. The said notice was posted by 2:00 P.M. on April 11, 2025, and remained so posted for at least 72 hours preceding the scheduled time of the said meeting.

WITNESS MY HAND AND SEAL
this 11th day of April 2025.



Geoffrey R. Calderon, TRMC
City Secretary & Chief Governance Officer



CITY COUNCIL AGENDA ITEM REPORT

May 6, 2025

Agenda Item No. 7B

Department: Office of the City Secretary

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Geoffrey R. Calderon, City Secretary

Staff Recommendation: Approve



AGENDA ITEM

Approval of the excused absence of Councilor Eva Martinez from the April 15, 2025 Regular City Council meeting. (G. Calderon, City Secretary)

EXECUTIVE SUMMARY

City Council Member absences must be considered and approved by the City Council pursuant to Sec. 3.02(B) City Charter and Sec. 23-10 of the Alpine Code of Ordinances.

SUPPORTING MATERIALS

None

BUDGET CONSIDERATIONS

Expenditure Required: N/A

Savings Anticipation: N/A

Current Budget FY 2024-2025: N/A

Additional Funding: N/A

APPROVERS

Alex Tackett, Records Clerk
Geoffrey R. Calderon, City Secretary
Megan Antrim, City Manager

Approved - 4/24/2025
Approved - 4/24/2025
Final Approval - 4/27/2025

CITY COUNCIL AGENDA ITEM REPORT

May 6, 2025

Agenda Item No. 7C

Department: Office of the City Secretary

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Geoffrey R. Calderon, City Secretary



Staff Recommendation: Approve

AGENDA ITEM

Approval of Special Use Permit 2025-05-01, a special use permit allowing a short term rental to be established at 307 E. June Street. The applicants are April McAnally. The property owner of record is Karla Tomanka. The Parcel ID of the subject property is 10199. (G. Calderon, City Secretary)

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

1. SUP 2025-05-01 307 E JUNE_Redacted

BUDGET CONSIDERATIONS

Expenditure Required: N/A

Savings Anticipation: N/A

Current Budget FY 2024-2025: N/A

Additional Funding: N/A

APPROVERS

Alex Tackett, Records Clerk

Geoffrey R. Calderon, City Secretary

Megan Antrim, City Manager

Approved - 4/24/2025

Approved - 4/24/2025

Final Approval - 4/27/2025



307 E June St Alpine TX 79830

STR License

Denied



Application number	A-000029	Applicant name	April McAnally
Application date	2025-03-24		



< Expand details



STR License

Letters



> Collapse details

License holder

April McAnally

Letters

Send license

Edit

License settings

Property Address

307 E JUNE ST ALPINE TX 79830

Property ID

10199

Permit Held By

Property Manager

Application Date

2025-03-24

Permit Holder

First Name

April

Last Name

McAnally

Phone Number

432-386-8296

Email

Mailing Address

Po Box 1235 Alpine, Tx 79831

Property Manager

First Name

April

Last Name

McAnally

Phone Number

432-386-8296

Email

Mailing Address

Po Box 1235 Alpine, Tx 79831

Property Owner(s)

Property Owner #1

First Name

KARLA

Last Name

TOMANKA

Phone Number

503-507-5773

Email

Mailing Address

1302 Spyglass Dr Apt 172 Austin TX 78746

Local Representative

First Name

April

Last Name

McAnally

Phone Number

432-386-8296

Email

Mailing Address

Po Box 1235 Alpine, Tx 79831

Verification Documents

Letter

[letter_notification_2025-03-24-210722.pdf](#)

Floor Plan

[floor_plan_2025-03-24-210723.pdf](#)

Parking Plan Requirement

[parking_spaces_2025-03-24-210723.pdf](#)

Applicant's Driver's License

[drivers_license_2025-03-24-210723.pdf](#)

Proof of STR Property Ownership and/or authorization from property owner

[proof_of_ownership_2025-03-24-210723.pdf](#)

Info Sheet

[additional_requirements_form_2025-03-24-210723.pdf](#)

Supplemental Questions

Collapse all

How many bedrooms are in your short-term rental?

1

How many off-street parking spaces are available in your short-term rental?

4

Possible Violations

We found no violations for this property

Add Note

Notes

Add



Is this short-term rental your primary residence?



No

What is your taxpayer ID?



Are you registering a hotel property?



No



February 24, 2025

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

Dear Geo Calderon and the Alpine City Council,

We are proposing that we use Vista De La Luna, located at 307 E June Street in Alpine, Texas as a short-rental property. This is a one bedroom home with a star-gazing loft. No harm will be caused to the value of the property or to other property in the neighborhood due to the use as a short-term rental.

Alpine Adobe will be managed by Bienvenido Big Bend which is a local professional management company that has a good relationship with the city and remits hotel occupancy taxes on all properties. Bienvenido Big Bend is excited to manage this property for this owner. I am dedicated to representing this property, as well as, the City of Alpine as a positive and welcoming vacation destination to visitors while striving to reduce any inconvenience to residential neighbors.

Sincerely,

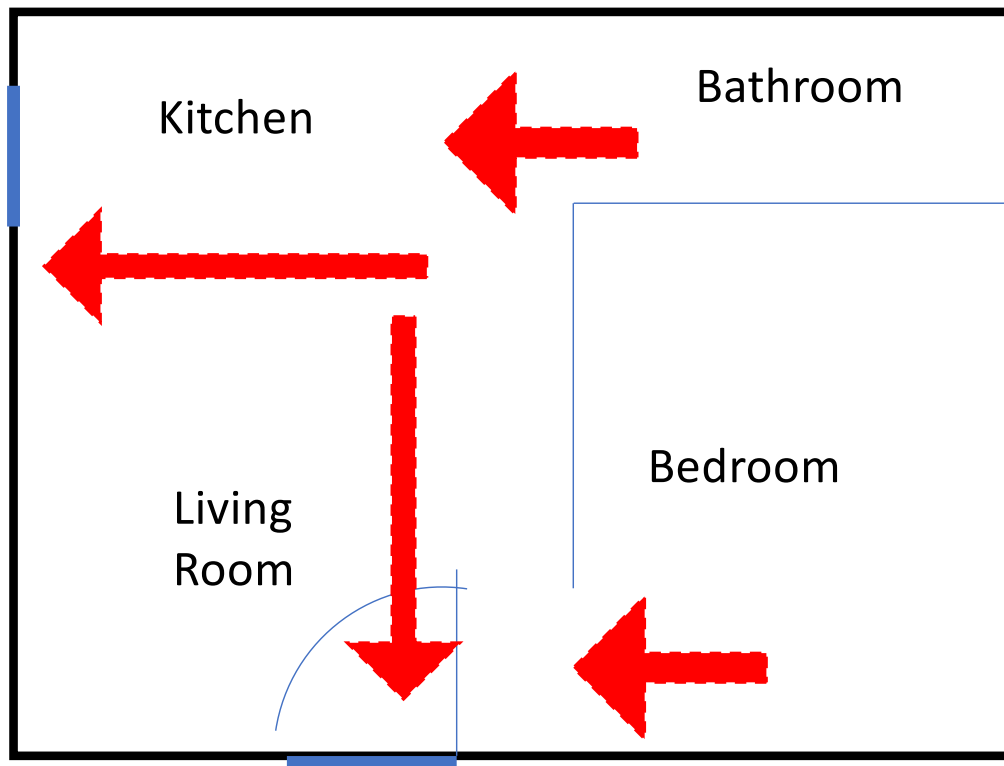
April McAnally
Owner
Bienvenido Big Bend

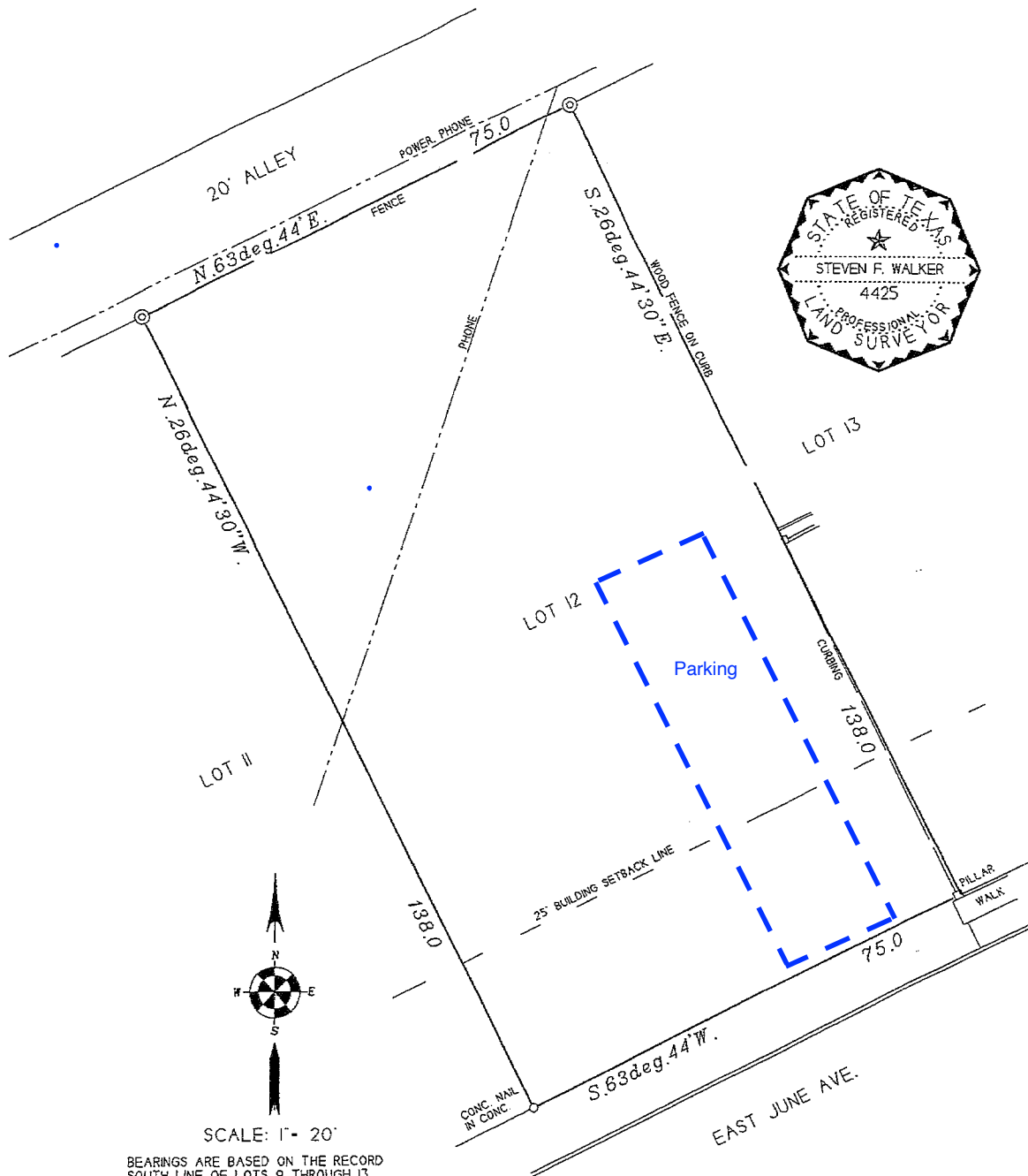
432-538-4182 

bienvenidobigbend@gmail.com 

117 N 6th St. Alpine, Texas 79830 

Vista De La Luna Fire Evacuation Plan





- BEARINGS ARE BASED ON THE RECORD
SOUTH LINE OF LOTS 9 THROUGH 13
- ⊙ - 1/2" IRON RODS FOUND
 - - 1/2" IRON ROD AND CAP MARKED "WALKER
4425" SET

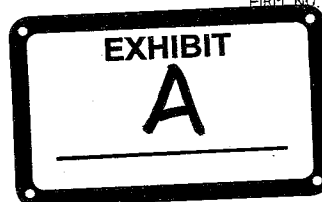
ACCORDING TO THE FIRM MAP, COMMUNITY-PANEL NUMBER
480085 0001 B, DATED NOVEMBER 16, 1990, THIS LOT IS IN
ZONE X. AREAS OUTSIDE THE 500 YEAR FLOODPLAIN

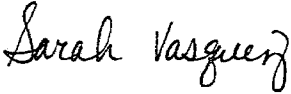
PLAT of a survey of all of Lot 12, as per a REPLAT of Lots 1 through
10, BLUEBONNETT ADDITION to the City of Alpine, said REPLAT on file
in Envelope #157, Plat Records, in the office of the County Clerk, Brewster
County, Texas

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: November 17, 2017

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



BREWSTER COUNTY Sarah Vasquez Brewster County Clerk P.O. Drawer 119 Alpine, TX, 79831 Phone: 432-837-3366	DOCUMENT #: 120863 RECORDED DATE: 02/04/2025 08:14:18 AM 	
OFFICIAL RECORDING COVER PAGE		
Document Type: DEED Transaction Reference: Document Reference:	Transaction #: 94368 - 1 Doc(s) Document Page Count: 3 Operator Id: renee	
RETURN TO: ()	SUBMITTED BY: TUCK LAW GROUP PLLC , TX	
DOCUMENT # : 120863 RECORDED DATE: 02/04/2025 08:14:18 AM I hereby certify that this document was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Brewster County.   Sarah Vasquez Brewster County Clerk		

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always controls.
***COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Gift Deed

Date: The 29th day of January, 2025

Grantors: Kevin Scott Tomanka and spouse, Karla Schack Tomanka, a married couple
121 Kohala Lane
Bastrop, Texas 78602

Grantee: Karla Schack Tomanka, a married person as her sole and separate interest
121 Kohala Lane
Bastrop, Texas 78602

Consideration:

In the interest of their partner, pursuant to Texas Family Code §4.102, Grantors bestow the following property unto Grantee, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

ALL OF LOT TWELVE (12), AS PER A REPLAT OF LOTS ONE (1) THROUGH TEN (10), BLUEBONNET ADDITION TO THE CITY OF ALPINE, BREWSTER COUNTY, TEXAS, SAID REPLAT ON FILE IN ENVELOPE NO. 157, PLAT RECORDS, IN THE OFFICE OF THE COUNTY CLERK OF BREWSTER COUNTY, TEXAS. SAID LOT TWELVE (12) MORE PARTICULARLY DESCRIBED IN A PLAT OF THE SURVEY ATTACHED HERETO AS EXHIBIT "A", DATED NOVEMBER 17, 2017, AND PREPARED BY STEVEN F. WALKER, R.P.L.S. NO. 4425, WHICH EXHIBIT IS MADE A PART OF THIS INSTRUMENT BY REFERENCE AND INCORPORATED HEREIN FOR ALL PURPOSES.

Reservations and Exceptions to Conveyance and Warranty:

Subject to a twenty-five foot (25') Building Setback Line as per the REPLAT shown in Envelope No. 157, Plat Records on file in the County Clerk's office of Brewster County, Texas, and as shown on the survey Plat attached hereto as Exhibit "A".

Subject to the encroachment of curbing onto the herein described Property, over and along the east property line, as shown on the Plat attached hereto as Exhibit "A".

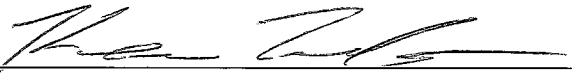
This conveyance is expressly made and accepted subject to any and all mineral and royalty reservations and leases, covenants, conditions, restrictions, easements, plats, rights-of-way, and all other conditions of record, if any, applicable to and enforceable against the above described property as reflected by the records of the County Clerk of Bastrop County, Texas, to the extent

the same are valid and subsisting, and subject to any apparent easement not recorded of record and that affect such Property; and taxes for the current year, which Grantees assume and agree to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payments of which Grantee assumes.

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

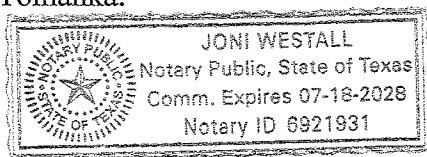
When the context requires, singular nouns and pronouns include the plural.

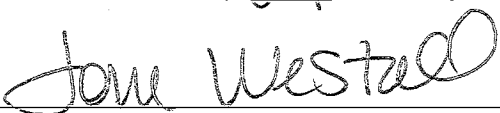
This instrument was prepared based on information furnished by the parties, and no independent title search has been made.


Kevin Scott Tomanka

STATE OF TEXAS)
COUNTY OF BASTROP)

This instrument was acknowledged before me on January 29, 2025, by Kevin Scott Tomanka.

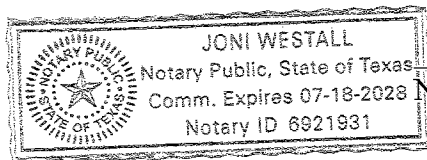


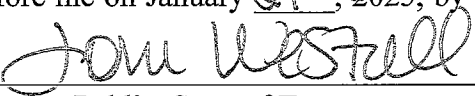

Notary Public, State of Texas

Karla Schack Tomanka

STATE OF TEXAS)
COUNTY OF BASTROP)

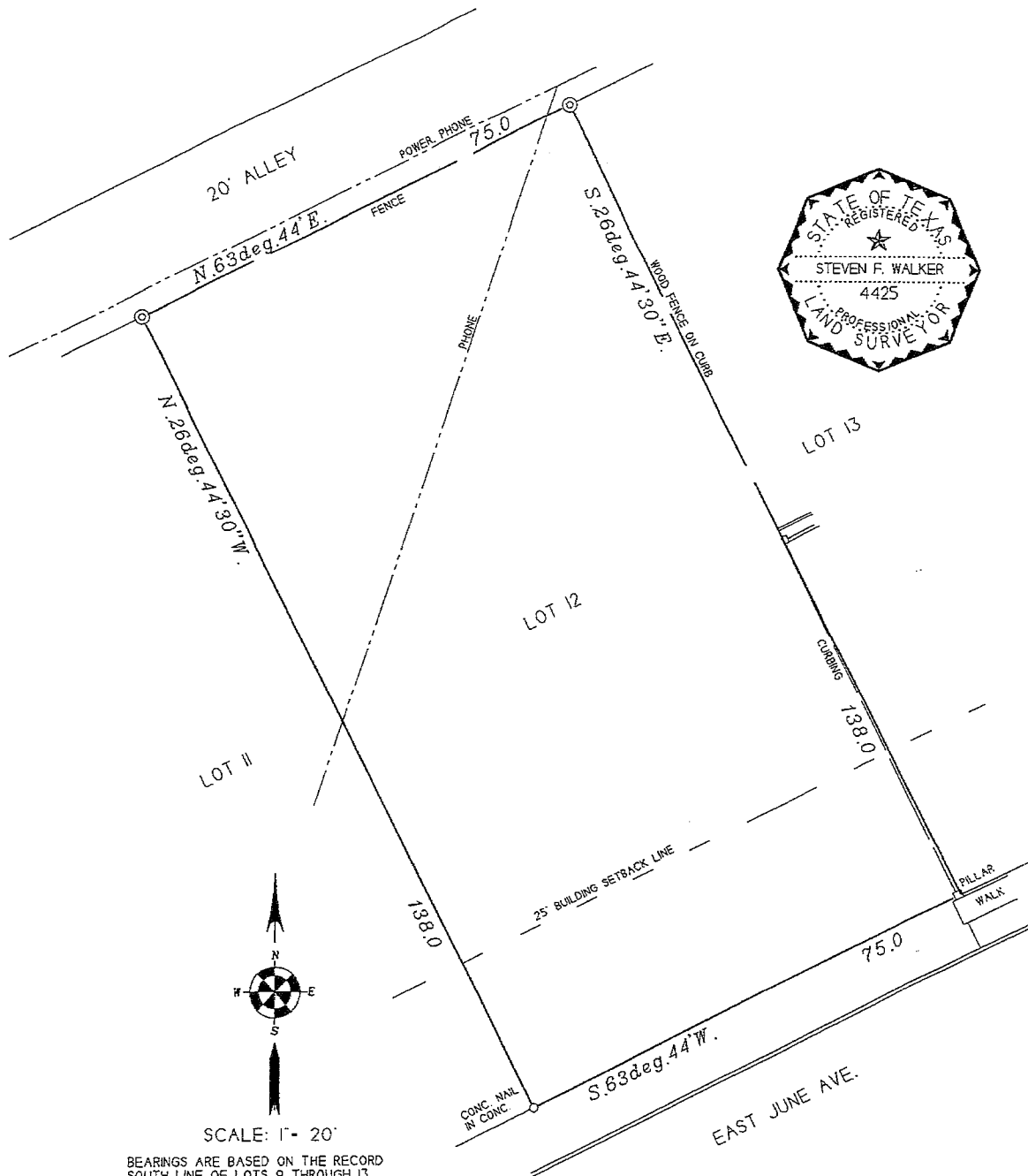
This instrument was acknowledged before me on January 29th, 2025, by Karla Schack Tomanka.




Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Tuck McClimon, PLLC
906 Main Street
Bastrop, Texas 78602

AFTER RECORDING RETURN TO:
Karla Schack Tomanka
121 Kohala Lane
Bastrop, Texas 78602



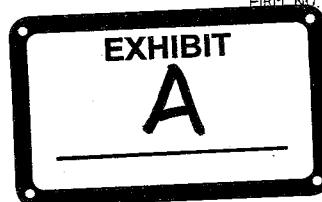
ACCORDING TO THE FIRM MAP, COMMUNITY-PANEL NUMBER 480085 0001 B, DATED NOVEMBER 16, 1990, THIS LOT IS IN ZONE X. AREAS OUTSIDE THE 500 YEAR FLOODPLAIN

PLAT of a survey of all of Lot 12, as per a REPLAT of Lots 1 through 10, BLUEBONNETT ADDITION to the City of Alpine, said REPLAT on file in Envelope #157, Plat Records, in the office of the County Clerk, Brewster County, Texas

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: November 17, 2017

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





Welcome to Vista De La Luna!

IN CASE OF EMERGENCY CALL 911

OTHER EMERGENCY NUMBERS

Brewster County Sheriff's Department – 432.837.3488

Fire Department Non-Emergency Only – 432.837.2366

Animal Control – 432.837.3486

Poison Control – 800.222.1222

Host April – 432.538.4182

SEVERE WEATHER ALERTS

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

WIFI CONNECTION INFO

Network:

Password:



Check Out the
Digital Guide!

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

TV Info – There are smart TVs so you can login to your own apps to watch your favorite shows.
You will need your own account to access the apps, such as, Netflix and Hulu.
Don't forget to sign out of your account before checking out.

Trash – There is a dumpster in the alley behind the home.

Parking – There is parking off June street in front of the property.

Attractions –

Museum of the Big Bend
Museumofthebigbend.com

Gage Gardens
gagehotel.com/experience/gage-gardens

Post Park
texasmountaintrail.com

McDonald Observatory
mcdonaldobservatory.org

Balmorhea State Park
tpwd.texas.gov

Kokernot 06 Cowboys Baseball Stadium
alpine.pecosleague.com

Hiking –

Point of Rocks
Alltrails.com

Chihuahuan Desert Research Institute
cdri.org

Hancock Hill/Desk Hike
Alltrails.com

Big Bend National Park
Nps.gov

Big Bend Rach State Park
tpwd.texas.gov

Davis Mountain State Park
tpwd.texas.gov

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

Stripe's

The Triangle

Uncles

Groceries, ATM –

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

Lowe's Market
101 E Sul Ross Street
Alpine, Texas 79830

Events –

For updated info on Events check with:

Chamber of Commerce
www.visitalpinetx.com

Big Bend Tourism Council
visitbigbend.com

Alpine Avalanche
alpineavalanche.com

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

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

CHECKOUT INSTRUCTIONS

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

- Please leave all used beds unmade.
- Empty out the refrigerator completely.
- There are two dumpsters near the home. Both are on Ave B, (side street near driveway) one is located a bit west of the home in the middle of the block. The other is located east of the home on the next block.
- Load and run the dishwasher and wash any other used dishes.
- Lock all windows and doors, including decks and porches.
- Set thermostats to 65 in the winter and 74 in the summer.
- Double check drawers, closets, and washer and dryer, and check for phone chargers – there is a \$25 minimum shipping fee to return your items.
- Remember to sign out of all apps on the smart TVs (Netflix, Hulu, Amazon Prime)

Please text me so I know you have checked out. The housekeepers love when they can get an early start!

THANK YOU FOR STAYING!
COME BACK SOON!

MORE ABOUT BIENVENIDO BIG BEND

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

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

Enjoy your stay and next time Book Direct and save money!
www.bienvenido.vacations



CITY COUNCIL AGENDA ITEM REPORT

May 6, 2025

Agenda Item No. 9A

Department: Office of the City Manager

Sponsor: Megan Antrim, City Manager

Memo Prepared By: Megan Antrim, City Manager

Staff Recommendation: None



AGENDA ITEM

Tourism update by Director of Tourism, Chris Ruggia. (M. Antrim, City Manager)

EXECUTIVE SUMMARY

The Tourism Quarterly Report for the period of January 2025 through March 2025 will be presented by the Director of Tourism, Chris Ruggia.

Mr. Ruggia will be providing the report remotely via Zoom.

SUPPORTING MATERIALS

1. 2025-05-06-council-tourism-report-packet

BUDGET CONSIDERATIONS

Expenditure Required: N/A

Savings Anticipation: N/A

Current Budget FY 2024-2025: N/A

Additional Funding: N/A

APPROVERS

Alex Tackett, Records Clerk

Geoffrey R. Calderon, City Secretary

Megan Antrim, City Manager

Approved - 4/24/2025

Approved - 4/24/2025

Final Approval - 4/27/2025

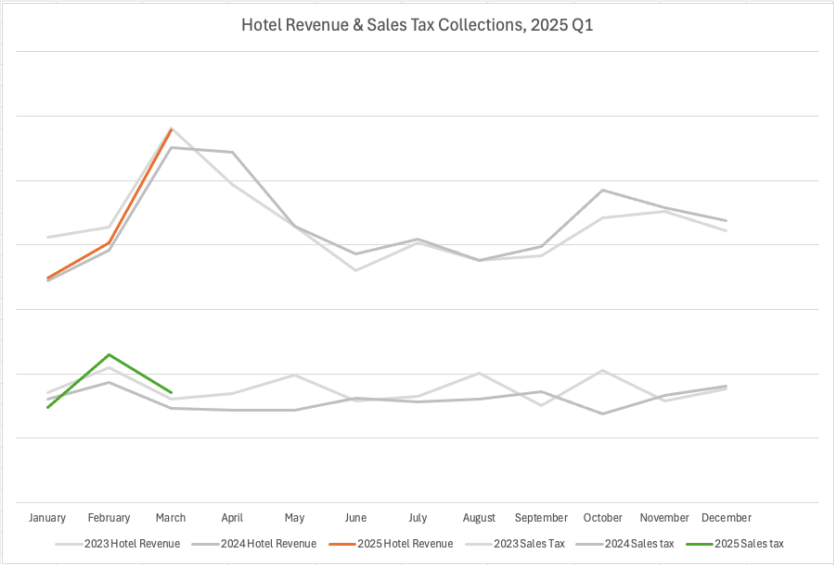
2025 Quarter 1 Tourism Report



Including data from  **ZARTICO**

1

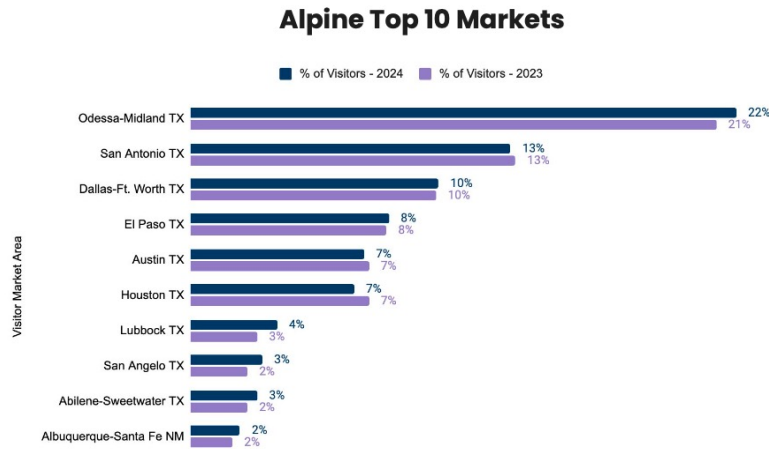
Hotel Revenue & Sales Tax, 1st Quarter 2025



2

Alpine-Top 10 Year Over Year Origin Markets

Top ten year over year origin markets in Alpine Regions



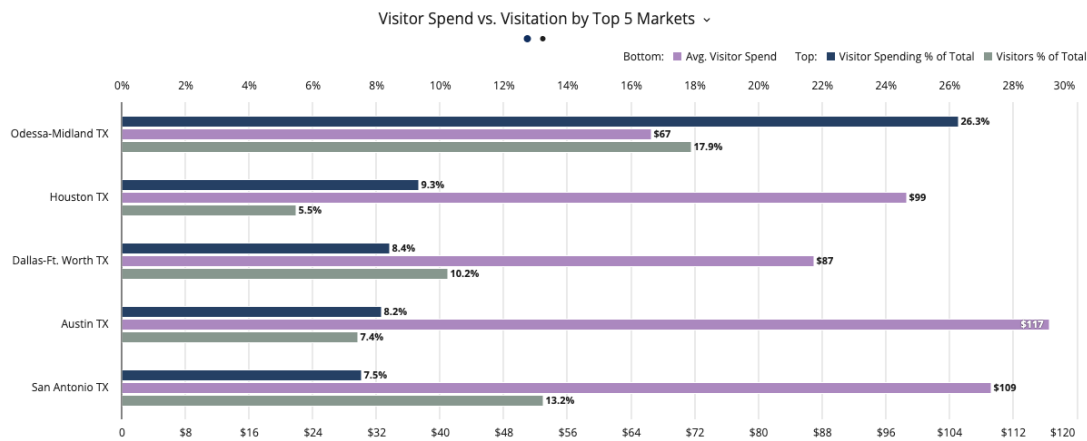
Source: Zartico Geolocation, 2024



3

Top Origin Markets for Quarter 1 Travel Spending

Odessa-Midland is our top market at 26.3% of total visitor spending (and 17.9% of total visitors).



Source: Zartico Geolocation Data, Zartico Spending Data



4

What was the visitor impact in restaurants?

Visitors account for 76% of spending at restaurants in Alpine

76%

Visitor Spend % of Total

\$82

Average Visitor Spend
at Restaurants

Source: Zartico Spending Data



5

What was the visitor impact overall for Quarter 1?

Visitors account for 45.5% of all spending in Alpine

61.2%

Visitor Spend % of Total

\$90

Average Visitor Transaction

Source: Zartico Spending Data



6

CITY COUNCIL AGENDA ITEM REPORT

May 6, 2025

Agenda Item No. 10A

Department: City Council

Sponsor: Rick Stephens, Councilor

Memo Prepared By: Geoffrey R. Calderon, City Secretary

Staff Recommendation: Approve



AGENDA ITEM

Discuss the status of the roads in Alpine Country Club Estates including why the main road degrades at a higher rate than normal and the plans for rehabilitating the main road and neighborhood road. (R. Stephens, City Council)

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

None

BUDGET CONSIDERATIONS

Expenditure Required: N/A

Savings Anticipation: N/A

Current Budget FY 2024-2025: N/A

Additional Funding: N/A

APPROVERS

Alex Tackett, Records Clerk
Geoffrey R. Calderon, City Secretary
Megan Antrim, City Manager

Approved - 4/24/2025
Approved - 4/24/2025
Final Approval - 4/27/2025

CITY COUNCIL AGENDA ITEM REPORT

May 6, 2025

Agenda Item No. 10B

Department: City Council

Sponsor: Rick Stephens, Councilor

Memo Prepared By: Megan Antrim, City Manager



Staff Recommendation: None

AGENDA ITEM

Discuss sound testing data level from recent decibel meter readings at Hotel Richey and comparison to the Alpine Noise Ordinance. (R. Stephens, City Council)

EXECUTIVE SUMMARY

The City of Alpine's Noise Ordinance as it relates to live music and music venues has been an ongoing topic of discussion between the Music Advisory Board, City Council, and the Police Department. Concerns have been raised regarding the impact of noise levels generated by live performances on surrounding neighborhoods and businesses.

In November 2024, the Music Advisory Board agreed to collaborate with the City Council and the Police Department to conduct a controlled sound test to better understand the noise levels associated with live music events. Hotel Richey was selected as the testing location due to its proximity to downtown and its use as a live music venue.

On April 12, 2025, sound testing was conducted at various distances surrounding the property. Participants included members of the Music Advisory Board, Council Members Rick Stephens and Darin Nance, and several officers from the Alpine Police Department. The testing provided valuable data regarding sound levels under different conditions.

The purpose of this agenda item is to discuss the findings of the sound testing and to determine the appropriate next steps, which may include potential amendments to the Noise Ordinance, establishment of new guidelines for live music venues, and enhanced enforcement measures to balance the needs of local businesses and the community.

SUPPORTING MATERIALS

1. Sec.26-63. Authorized Live Music Events.
2. Noise Ordinance Overview
3. Noise Test Results - Hotel Richey

BUDGET CONSIDERATIONS

Expenditure Required: N/A

Savings Anticipation: N/A

Current Budget FY 2024-2025: N/A

Additional Funding: N/A

APPROVERS

Alex Tackett, Records Clerk
Geoffrey R. Calderon, City Secretary
Megan Antrim, City Manager

Approved - 4/24/2025
Approved - 4/24/2025
Final Approval - 4/27/2025

Sec. 26-63. Authorized live music events.

- (a) Live music events with a permit as defined in section 26-64 below may exceed sound levels described in subsection 26-62(a) as follows:
 - (1) Evening sound levels, or 75 dB(A), may be maintained until midnight Sunday through Thursday.
 - (2) Evening sound levels, or 75 dB(A), may be maintained until 2:00 a.m. Friday or Saturday.
- (b) The extended hours above apply to only music performed live and not to recorded music, either automated or provided by DJs.

(Ord. No. 2022-12-02, § I(Exh. A), 1-3-23)

Sec. 26-64. Permit for live music events.

- (a) The permit required in section 26-63 above shall be issued upon compliance with the requirement of this section. Events for which a permit is issued for live music may exceed the sound levels in section 26-62 in the manner described in section 26-63.
- (b) [The permit] shall be obtained by making an application to the city police department or other person or department of the city so designated by the city manager.
- (c) [The permit shall be received] upon payment of an administrative fee for the costs of issuing the permit.
- (d) The city council will set the administrative fee by resolution.
- (e) [The permit] is valid for the requested day(s).
- (f) The permit application required to be filed pursuant to this section shall contain the following information:
 - (1) The date of the application and the date and hours for which the permit is requested.
 - (2) The name and address of the applicant, and the name and address of the person in charge of the event.
 - (3) The address of the location where the event will occur.
 - (4) A brief description of the event.
- (g) All permits must be posted on-site in a clearly visible location. No permit may be issued for a period of one year from the date of the latest conviction for any property which is the subject of two convictions or deferrals of convictions within any 12-month period even if there is a change in ownership or management.

(Ord. No. 2022-12-02, § I(Exh. A), 1-3-23)

Sec. 26-65. Official Alpine Music Venue program.

- (a) Businesses that qualify according to the criteria below may apply to become an "Official Alpine Music Venue."
- (b) Official Alpine Music Venues will be eligible to acquire one permit annually for live music events. All live music performances at Official Alpine Music Venues holding an annual permit will be considered "authorized live music events" as described above without the need for an additional permit.
- (c) The city council will set the administrative fee of the Official Alpine Music Venue annual permit by resolution.
- (d) The Official Alpine Music Venue designation is also intended as a promotional tool for the city and its businesses. Logo images and signage will be made available by the Alpine Visitor Center to qualifying businesses on request.

-
- (e) In order to qualify as an Official Alpine Music Venue, a business must:
- (1) Have a consistent physical location.
 - (2) Host regular live music. An applying business must have hosted at least three live music events open to the general public in the previous six-month period.
 - (3) Promote their events by announcing them in local media (options include social media, radio, newspaper, posters, etc.). Venues should proactively send music event information to the Alpine Visitor Center.
 - (4) Pay the musicians. Unpaid music events like open mics or open stage jams may be a part of the venue's operations but should be less than 50 percent of the music events hosted by the venue.
- (f) Businesses that meet the above criteria at the time of passage of the ordinance codified in this article are considered to be Official Alpine Music Venues without the requirement of a formal application.
- (g) No fee will be charged for certification as an Official Alpine Music Venue.
- (h) The application required to be filed pursuant to this section shall contain the following information:
- (1) The name and address of the business requesting Official Alpine Music Venue certification.
 - (2) The name and contact information of the person in charge of music operations at the business.
 - (3) An attestation of compliance with the criteria for Official Alpine Music Venue certification.
- (Ord. No. 2022-12-02, § I(Exh. A), 1-3-23)

City of Alpine

NOISE ORDINANCE OVERVIEW

For Musicians and Music Venues

Maximum sound levels

as measured at 200 feet from the property line:

85 dB(A) during Daytime hours (7am-8pm)

75 dB(A) during Evening hours, Commercial (8pm-11pm) and Residential (8pm-10pm)

65 dB(A) during Night hours, Commercial (11pm-7am)

55 dB(A) during Night hours, Residential (10pm-7am)

With a Live Music Event permit:

75 dB(A) until 2am Friday or Saturday, and until midnight Sunday through Thursday

This applies to live music only. Recorded music must stay within the regular noise limits.

Permits:

will be available from the City Manager at City Hall.

Single permit: \$50

Official Alpine Music Venues can apply for one blanket permit annually.

First annual permit for grandfathered venues: \$0

First annual permit for new venues: \$250

Annual permit renewal: \$100

Official Alpine Music Venue

Criteria:

1. Have a physical location.
2. Host regular live music. An applying business must have hosted at least three live music events open to the general public in the previous 6 month period.
3. Promote their events by announcing them in local media (options include social media, radio, newspaper, posters, etc). Venues should proactively send music event information to the Alpine Visitor Center.
4. Pay the musicians. Unpaid music events like open mics or open stage jams may be a part of the venue's operations but should be less than 50% of the music events hosted by the venue

No fee is charged for Official Alpine Music Venue certification.

All businesses currently meeting the above do not have to apply.

Violations

The business owner, NOT the performer or DJ, is responsible for any violations.

Fine not to exceed \$2,000

Hotel Richey Sound Test Data

55dB

55dB Music

75dB Truck

75dB

Property Perimeter

S Fourth Street

S Fifth Street

Future Stage

Current Stage

90dB

65dB

E Murphy St

CITY COUNCIL AGENDA ITEM REPORT

May 6, 2025

Agenda Item No. 10C

Department: Office of the City Manager

Sponsor: Megan Antrim, City Manager

Memo Prepared By: Megan Antrim, City Manager

Staff Recommendation: None



AGENDA ITEM

Discuss using HOT funds to support Music Advisory Board Members by covering their lodging to attend the Regional Music Friendly Meeting in Odessa, Texas. (M. Antrim, City Manager)

EXECUTIVE SUMMARY

The City of Alpine has been a designated Texas Music Friendly Community since 2020, reflecting its commitment to supporting and promoting the local music industry. In alignment with this initiative, Director of Tourism Chris Ruggia has proposed utilizing Hotel Occupancy Tax (HOT) funds to cover lodging expenses for members of the Music Advisory Board to attend the upcoming Regional Music Friendly Community Meeting in Odessa, Texas.

Attendance at this regional meeting would provide valuable opportunities for professional development, networking, and strengthening Alpine's role within the broader Music Friendly Community program.

This agenda item is presented for City Council discussion to consider the possibility of funding this trip using HOT funds, in accordance with allowable uses under state guidelines.

SUPPORTING MATERIALS

None

BUDGET CONSIDERATIONS

Expenditure Required: N/A

Savings Anticipation: N/A

Current Budget FY 2024-2025: N/A

Additional Funding: N/A

APPROVERS

Alex Tackett, Records Clerk

Geoffrey R. Calderon, City Secretary

Megan Antrim, City Manager

Approved - 4/28/2025

Approved - 4/28/2025

Final Approval - 4/28/2025

CITY COUNCIL AGENDA ITEM REPORT

May 6, 2025

Agenda Item No. 10D

Department: Office of the City Manager

Sponsor:

Memo Prepared By: Megan Antrim, City Manager

Staff Recommendation: None



AGENDA ITEM

Discuss updates and recommendations made to Appendix C - Zoning to the Alpine Code of Ordinances and combining Chapter 78 - Signs to the Alpine Code of Ordinances into Appendix C - Zoning. (M. Antrim, City Manager)

EXECUTIVE SUMMARY

The City of Alpine continues to move forward with proposed updates to the zoning ordinances. Based on feedback and discussions held during the March 2025 meetings, additional revisions have been incorporated into the draft.

One of the key updates includes relocating the sign ordinance provisions under the broader zoning ordinance framework. This change is intended to provide greater consistency, improved enforcement, and clearer alignment between land use regulations and signage standards.

This agenda item is presented to review the updated zoning changes and to continue discussions toward finalizing the proposed revisions. Please note, that there are several formatting corrections pending (update of section numbers)

SUPPORTING MATERIALS

1. DRAFT Ordinance Zoning & Sign Regulations

BUDGET CONSIDERATIONS

Expenditure Required: N/A

Savings Anticipation: N/A

Current Budget FY 2024-2025: N/A

Additional Funding: N/A

APPROVERS

Alex Tackett, Records Clerk

Geoffrey R. Calderon, City Secretary

Megan Antrim, City Manager

Approved - 4/28/2025

Approved - 4/28/2025

Final Approval - 4/28/2025

ORDINANCE 2025-XX-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS AMENDING APPENDIX C – ZONING TO THE ALPINE CODE OF ORDINANCES; ESTABLISHING PROPOSED UPDATES TO INCLUDE AMENDMENTS TO GENERAL ZONING REGULATIONS, LAND USE, ACCEPTABLE USES, UNACCEPTABLE USES, MINIMUM STANDARDS, PROCESSES, PERMITS, AND GENERAL ZONING ISSUES IN THE CITY; PROVIDING THE ESTABLISHMENT OF UP TO A \$500 PENALTY PER OCCURRENCE FOR VIOLATIONS OF THE ORDINANCE; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT, ENACTMENT, REPEALER, PENALTY, SAVINGS, SEVERABILITY, PROPER NOTICE AND MEETING, AND EFFECTIVE DATE CLAUSES.

WHEREAS, the City of Alpine, Texas, is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution, and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City Council of the City of Alpine (“City”) adopted Ordinance No. 445, Ordinance 2024-02-02, Ordinance No. 2024-05-04, Ordinance No. 2024-08-01, Ordinance No. 2023-12-02, Ordinance No. 2016-08-02, Ordinance No. 2016-10-03, 2015-16-02A which implemented updates to general zoning regulations; and

WHEREAS, the Planning & Zoning Commission is composed of community members who advise the City Council on policy decisions that affect the health, safety, and character of the City through comprehensive zoning regulations; and

WHEREAS, the Planning & Zoning Commission has recommended amendments to the City Council that would implement and update requirements related to zoning regulations within the corporate city limits of Alpine; and

WHEREAS, the amendments recommended by the Planning & Zoning Commission will allow the City to provide a more effective and efficient service to the community and to ensure adequate zoning regulations within the City; and

WHEREAS, Chapter 211 of the Texas Government Code provides for the procedures governing the adoption of zoning regulations and district boundaries; and

WHEREAS, it is deemed by the City Council to be in the best interest of the City to amend the current zoning ordinances as recommended by the Planning & Zoning Commission and that such amendments will serve to protect the health, safety, and welfare of the citizens of the City and are in the best interest of the public.

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

**SECTION I
FINDINGS OF FACT**

The Alpine Code of Ordinances is hereby amended to reflect the changes hereto attached as Exhibit “A.” The premises attached as Exhibit “A” are found to be true and correct legislative and factual findings of the City Council of the City of Alpine and are hereby approved and incorporated herein as findings of fact.

SECTION II
INCLUSION IN THE CODE OF ORDINANCES

The provisions of this ordinance shall become and be made a part of the Code of Ordinances of Alpine, Texas. The sections of the Ordinance may be renumbered or re-lettered to accomplish such, and the word “ordinance” may be changed to “section,” “article,” or any other appropriate word. The codifier of the City is empowered to make amendments to match the style of the existing code.

SECTION III
CUMULATIVE CLAUSE

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

SECTION IV
PENALTY CLAUSE

Any person, corporation, or entity who intentionally, knowingly, recklessly, or with criminal negligence violates any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$500.00. Each day in which any violation occurs, or each occurrence of any violation, shall constitute a separate offense.

SECTION V
SAVINGS CLAUSE

The repeal of any ordinance or part of ordinances effectuated by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinances at the time of passage of this ordinance.

SECTION VI
SEVERABILITY CLAUSE

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

SECTION VII
PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code. A public hearing was held on April 15, 2025, where interested parties had the opportunity to make public comments on this ordinance prior to approval. Notice of the date and time of the hearing and notice of how to obtain copies of the proposed ordinance was published in the Alpine Avalanche, the official newspaper of the City of Alpine on April 10, 2025.

SECTION VII

EFFECTIVE DATE

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

PASSED AND ADOPTED THIS 15TH DAY OF APRIL 2025 BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.

INTRODUCTION AND FIRST READING

APRIL 1, 2025

SECOND AND FINAL READING

APRIL 15, 2025

APPROVED:

ATTEST:

Catherine Eaves, Mayor

Geoffrey R. Calderon, City Secretary

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"

EDITOR'S NOTE:

Additions are Underlined. ~~Omissions appear in red Strikethrough Text.~~

The portion of text replaced by the trunkus symbol (***) indicates that the particular portion of the code replaced by the symbol remains unchanged from one section to the next.

20 GENERAL ZONING REGULATIONS

Section 1. Establishment of districts: provisions for official zoning map.

1. *Official zoning map*—The city is hereby divided into zones, or districts, as shown on the official zoning map which, together with all explanatory matter thereon, is hereby adopted by reference and declared to be a part of this ordinance.

The official zoning map shall be identified by the signature of the mayor attested by the city secretary, and bearing the seal of the city under the following words: "This is to certify that this is the official zoning map referred to in Section 1 of Ordinance Number 445 of the City of Alpine, Texas," together with the date of the adoption of this ordinance.

If, in accordance with the provisions of this ordinance and the above stated V.T.C.A, Local Government Code Ch. 211, changes are made in district boundaries or other matter portrayed on the official zoning map, such changes shall be entered on the official zoning map promptly after the amendment has been approved by the city council, with an entry on the official zoning map as follows: "On (date), by official action of the city council, the following (change) changes were made in the official zoning map: (brief description of nature of change)," which entry shall

be signed by the Mayor and attested by the City Secretary. No amendment to this ordinance which involves matter portrayed on the official zoning map shall become effective until after such change and entry has been made on said map.

No changes of any nature shall be made in the official zoning map or matter shown thereon except in conformity with the procedures set forth in this ordinance. Any unauthorized change of whatever kind by any person or persons shall be considered a violation of this ordinance and punishable as provided under Section 16. Any change shall be made by the planning and zoning commission and approved by the city council pursuant to the recommendation of the planning and zoning commission following the requirements of Chapter 211 of the Texas Local Government Code.

Regardless of the existence of purported copies of the official zoning map which may from time to time be made or published, the official zoning map, which shall be located in the office of the city secretary, shall be the final authority as to the current zoning status of land and water areas, buildings and other structures in the city.

2. *Replacement of official zoning map*—In the event that the official zoning map becomes damaged, destroyed, lost, or difficult to interpret because of the nature or number of changes and additions, the city council may by resolution adopt a new official zoning map which shall supersede the prior official zoning map. The new official zoning map may correct drafting or other errors or omissions in the prior official zoning map, but no such correction shall have the effect of amending the original official zoning map or any subsequent amendment thereof. The new official zoning map shall be identified by the signature of the mayor attested by the city secretary, and bearing the seal of the city under the following words: "This is to certify that this official zoning map supersedes and replaces the official zoning map adopted (date of adoption of map being replaced) as part of Ordinance No. 445 of the City of Alpine, Texas." Unless the prior official zoning map has been lost, or has been totally destroyed, the prior map or any significant parts thereof remaining, shall be preserved, together with all available records pertaining to its adoption or amendment.

Cross reference(s)—For ordinances amending the zoning map, see article II of this appendix.

Section 2. Rules for interpretation of district boundaries.

Where uncertainty exists as to the boundaries of districts as shown on the official zoning map, the following rules shall apply:

1. Boundaries indicated as approximately following the center lines of streets, highways, or alleys shall be construed to follow such center lines;
2. Boundaries indicated as approximately following platted lot lines shall be construed as following such lot lines;
3. Boundaries indicated as approximately following city limits shall be construed as following such city limits;
4. Boundaries indicated as following railroad lines shall be construed to be midway between the main tracks;
5. Boundaries indicated as parallel to or extensions of features indicated in subsections 1 through 4, above shall be so construed. Distances not specifically indicated on the official zoning map shall be determined by the scale of the map;
6. Where physical or cultural features existing on the ground are at variance with those shown on the official zoning map, or in other circumstances not covered by subsections 1 through 5, above, the administrative official shall interpret the district boundaries;
7. Where a district boundary line divides a lot which was in single ownership at the time of passage of this ordinance, the city may permit, as a special exception, the extension of the regulations for either portion of the lot not to exceed 50 feet beyond the district line into the remaining portion of the lot.

Section 3. Application of district regulations.

The regulations set by this ordinance within each district shall be minimum regulations and shall apply uniformly to each class or kind of structure or land, and particularly, except as hereinafter provided.

1. No building, structure or land shall hereafter be used or occupied, and no building or structure or part thereof shall hereafter be erected, constructed, reconstructed, moved or structurally altered except in conformity with all of the regulations herein specified for the district in which it is located.
2. No building or other structure shall hereafter be erected or altered.
 - (a) To exceed the height or bulk;
 - (b) To accommodate or house a greater number of families;
 - (c) To occupy a greater percentage of lot area;
 - (d) To have narrower or smaller rear yards, front yards, side yards or other open spaces than herein required; or in any other manner contrary to the provisions of this ordinance.
3. No part of a yard, or other open space, or off-street parking or loading space required (for the purpose of complying with this ordinance) shall be included as part of a yard, open space, or off-street parking or loading space, required for any other building.
4. No yard or lot existing at the time of passage of this ordinance shall be reduced in dimension or area below the minimum requirements set forth herein. Yards or lots created after the effective date of this ordinance shall meet at least the minimum requirements established by this ordinance.
5. All territory which may hereafter be annexed to the city shall be reclassified by the city council in accordance with recommendations of the planning and zoning commission in accordance with Chapter 211 of the Texas Local Government Code. Existing legal uses on the annexed property may be registered as non-conforming uses in accordance with the provisions of this ordinance.

Section 4. Nonconforming lots, nonconforming uses of land, nonconforming structures, nonconforming uses of structures and premises, and nonconforming characteristics of use.

1. *Intent*—Within the districts established by this ordinance or amendments that may later be adopted there exist:
 - (a) Lots;
 - (b) Structures;
 - (c) Uses of land and structures; and
 - (d) Characteristics of use

Which were lawful before this ordinance was passed or amended, but which would be prohibited, regulated or restricted under the terms of this ordinance or future amendment. It is the intent of this ordinance to permit these nonconformities to continue until they are removed, but not to encourage their survival. It is further the intent of this ordinance that nonconformities shall not be changed or be enlarged upon, expended or extended, nor be used as grounds for adding other structures or uses prohibited elsewhere in the same district.

Continuance: Except as otherwise required by law, a structure or use legally established prior to the adoption date of this code be maintained unchanged. In other than criminal proceedings, the owner, occupant or user shall have the burden to show that the structure, lot or use was lawfully established.

Discontinuance:

1. **Vacancy:** Any lot or structure, or portion hereof, occupied by a nonconforming use, that is or hereafter becomes vacant and remains unoccupied by a nonconforming use for a period of 6 months shall not thereafter be occupied, except by a use that conforms to this code.

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2. **Damage:** If any nonconforming structure or use is, by any cause, damaged to the extent of 50 percent of its value as determined by the code official, it shall not thereafter be reconstructed as such.

Nonconforming uses are declared by this ordinance to be incompatible with permitted uses in the districts involved. A nonconforming use of a structure, a nonconforming use of land, or a nonconforming use of structure and land in combination shall not be extended or enlarged after passage of this ordinance by attachment on a building or premises of additional signs intended to be seen from off the premises, or by the addition of other uses, of a nature which would be prohibited generally in the district involved.

To avoid undue hardship, nothing in this ordinance shall be deemed to require a change in the plans. Construction or designated use of any building on which actual construction was lawfully begun prior to the effective date of adoption or amendment of this ordinance, and upon which actual building construction has been carried on diligently. Actual construction is hereby defined to include the placing of construction materials in permanent position and fastened in a permanent manner. Where excavation or demolition or removal of an existing building has been substantially begun preparatory to rebuilding, such excavation or demolition or removal shall be deemed to be actual construction, provided that work be carried on diligently.

2. ~~Nonconforming lots of record—In any district in which single-family dwellings are permitted, a single-family dwelling and customary accessory buildings may be erected on any single lot of record at the effective date of adoption or amendment of this ordinance, notwithstanding limitations imposed by other provisions of this ordinance. Such lot must be in separate ownership and not of continuous frontage with other lots in the same ownership. This provision shall apply even though such lot fails to meet the requirements for area or width, or both, that are generally applicable in the district, provided that yard dimensions and requirements other than these applying to area or width, or both, of the lot shall conform to the regulations for the district in which such lot is located.~~

~~If two or more lots or combinations of lots and portions of lots with continuous frontage in single ownership are of record at the time of passage or amendment of this ordinance, and if all or part of the lots do not meet the requirements established for lot width and area, the lands involved shall be considered to be an undivided parcel for the purposes of this ordinance, and n~~No portion of said a parcel shall be used or sold in a manner which diminishes compliance with lot width and area requirements established by the ordinance, nor shall any division or any parcel be made which creates a lot with width or area below the requirements stated in this ordinance.

3. ~~Nonconforming uses of land (or land with minor structures only)—Where at the time of passage of this ordinance lawful use of land exists which would not be permitted by the regulations imposed by this ordinance, and where such use involves no individual structure with a replacement cost exceeding \$1,000.00, the use may be continued so long as it remains otherwise lawful, provided:~~
- ~~(a)—No such nonconforming use shall be enlarged or increased, nor extended to occupy a greater area of land than was occupied at the effective date of adoption or amendment of this ordinance.~~
 - ~~(b)—No such nonconforming use shall be moved in whole or in part to any portion of the lot or parcel other than that occupied by such use at the effective date of adoption or amendment of this ordinance.~~
 - ~~(c)—If such nonconforming use of land ceases for any reason for a period of more than 30 days, any subsequent use of such land shall conform to the regulations specified by this ordinance for the district in which such land is located;~~
 - ~~(d)—No additional structure not conforming to the requirements of this ordinance shall be erected in connection with such nonconforming use of land.~~
34. *Nonconforming structures*—Where a lawful structure exists at the effective date of adoption or amendment of this ordinance that could not be built under the terms of this ordinance by reason of restrictions on area, lot coverage, height, yards, its location on the lot or other requirements concerning the structure, such structure may be continued so long as it remains otherwise lawful, subject to the following provisions:
- (a) No such nonconforming structure may be enlarged or altered in a way which increases its nonconformity, but any structure or portion thereof may be altered to decrease its nonconformity.
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- (b) Should such nonconforming structure or nonconforming portion of structure be destroyed by any means to an extent of more than 50 percent of its replacement cost at time of destruction, it shall not be reconstructed except in conformity with the provisions of this ordinance.
- (c) Should such structure be moved for any reason for any distance whatever, it shall thereafter conform to the regulations for the district in which it is located after it is moved.
5. *Nonconforming uses of structures and premises in combination*—~~If lawful use involving individual structures with a replacement cost of \$1,000.00 or more, or of structure and premises in combination, exists at the effective date of adoption or amendment of this ordinance, that would not be allowed in the district under the terms of this ordinance,~~ The lawful use may be continued so long as it remains otherwise lawful, subject to the following provisions:
- (a) No existing structure devoted to a use not permitted by this ordinance in the district in which it is located shall be enlarged, extended, constructed, reconstructed, moved or structurally altered, except in changing the use of the structure to a use permitted in the district in which it is located;
- (b) Any nonconforming use may be extended throughout any parts of a building which were manifestly arranged or designed for such use at the time of adoption or amendment of this ordinance, but no such use shall be extended to occupy any land outside such building.
- (c) Any structure, or structure and land in combination, in or on which a nonconforming use is superseded by a permitted use, shall thereafter conform to the regulations for the district, and the nonconforming use may not thereafter be resumed;
- (d) When a nonconforming use of a structure, or structure and premises in combination, is discontinued or abandoned for six consecutive months or for 18 months during any three-year period (except when government action impedes access to the premises), the structure, or structure and premises in combination, shall not thereafter be used except in conformity with the current regulations of the district in which it is located.
- (e) Where nonconforming use status applies to a structure and premises in combination, removal or destruction of the structure shall eliminate the nonconforming use status of the land. Destruction for the purpose of this subsection is defined as damage to an extent of more than 50 percent of the replacement cost at time of destruction.
6. *Repairs and maintenance*—On any nonconforming structure or portion of a structure containing a nonconforming use, work may be done in any period of 12 consecutive months on ordinary repairs, or on repair or replacement of nonbearing walls, fixtures, wiring or plumbing to an extent not exceeding ten percent of the current replacement cost of the nonconforming structure or nonconforming portion of the structure, as the case may be, provided that the cubic content existing when it became nonconforming shall not be increased.
- If a nonconforming structure or portion of a structure containing a nonconforming use becomes physically unsafe or unlawful due to lack of repairs and maintenance, and is declared to be unsafe or unlawful by reason of physical condition, and such condition is verified by the administrative official, it shall not thereafter be restored, repaired, or rebuilt except in conformity with the regulations of the district in which it is located.
- Nothing in this ordinance shall be deemed to prevent the strengthening or restoring to a safe condition of any building or part thereof declared to be unsafe by any official charged with protecting the public safety, upon order of such official.
7. *Uses under special exception provision not conforming uses*—Any use which is permitted as a special exception in a district under the terms of this ordinance (other than a change through city action from a nonconforming use to another use not generally permitted in the district) shall not be deemed a nonconforming use in such district, but shall without further action be considered a conforming use.
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Section 5. Schedule of district regulations adopted.

District regulations shall be as set forth in the Schedule of District Regulations, hereby adopted by reference and declared to be a part of this ordinance, and in Section 6 of this ordinance, entitled "Supplementary District Regulations."

Section 6. Supplementary district regulations.

1. *Visibility of intersections in residential districts*—On a corner lot in any residential district, nothing shall be erected, placed, planted or allowed to grow in such manner as materially to impede vision between a height of 2½ and ten feet above the centerline grades of the intersecting streets in the 15-foot × 15-foot sight triangle beginning from the point of intersection along the owner's property lines.
2. *Fences, walls and hedges*—Notwithstanding other provisions of this ordinance, fences, walls and hedges may be permitted in any ~~required~~ permissible yard, ~~or along the edge of any yard~~, provided that no fence, wall or hedge along the sides or front edge of any front yard, up to the front of the house or structure, shall not be over four feet in height. Fences, walls and hedges may be permitted in any permissible yard, provided that no fence shall be over eight feet in height in the designated side yard (behind the front door of the primary structure) and designated back yard.
3. *Accessory buildings*—No accessory building shall be erected in any prohibited yard as described by the regulations below for each specific zoned district ~~and no separate accessory building shall be erected within five feet of any other building~~ or otherwise stated by the adopted building code. No accessory building shall be erected within five feet of interior property lines. Accessory buildings are not to be used as habitable units. Accessory buildings are to be considered temporary not permanently affixed (For structures to be used as living, dwelling, permanently affixed as a secondary living space see Accessory Living Quarters).
4. ~~Erection of more than one principal structure on a lot—In any district, more than one structure or housing a permitted or permissible principal use may be erected on a single lot, provided that yard and other requirements of this ordinance shall be met for each structure as though it were on an individual lot.~~
5. *Exceptions to height regulations*—The height limitations contained in the Schedule of District Regulations, do not apply to spires, belfries, cupolas, antennas, water tanks, ventilators, chimneys or other appurtenances usually required to be placed above the roof level and not intended for human occupancy.
6. *Structures to have access*—Every building hereafter erected or moved shall be on a lot adjacent to a public street, or with access to an approved private street, and all structures shall be so located on lots as to provide safe and convenient access for servicing, fire prevention and required off-street parking.
7. *Parking, storage or use of major recreational and commercial equipment*—
 - (a) Major recreational equipment is defined as including boats and boat trailers, travel trailers, ~~tiny-homes~~, pick-up campers (designed to be mounted on automotive vehicles), coaches, motorized dwellings, tent trailers, other equipment for which the primary purpose or use is recreational and the like, and cases or boxes to be used for transporting such recreational equipment.
 - (b) Commercial equipment is defined as vehicles, and trailers, and other equipment used in enterprises of retail trade, wholesale trade, the food service industry, and in warehouses and supply depots.

No major recreational or commercial equipment shall be parked or stored on any street or alley in a residential use district or other district not approved for such use. Exception will be loading and unloading, during daylight hours only. No such equipment shall be used for living, sleeping, retail, home occupation, or housekeeping purposes, when parked or stored on a residential lot or in any location not approved for such use. Parking and storage on a residential lot means: No water, sewer connections are to be attached, all slides and bump outs must be closed. Any major recreational equipment as defined in this section must be stored travel ready, not in poor repair or unable to be easily moved.

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8. Carports; a shelter for a car consisting of a roof supported on posts, built beside a house. Not to be covered on more than two sides. Not to exceed the height or bulk of primary structure. The carport can never be converted into a dwelling space. No carport shall be erected within three feet of interior property lines, unless constructed on non-combustible material and may not have any covered sides. Sight triangle regulations apply with corner lots.

9. CONEX CONTAINERS AS ACCESSORY BUILDINGS:

Accessory buildings as defined in section 6. Supplementary district regulations of this title, may be used as storage buildings, only in accordance with the following:

1. Permitted: Storage containers fabricated for the purpose of transporting freight or goods on a truck, railroad or ship (Conex) shall be allowed to be set up as a residential storage structure or accessory building.
 2. Building Permit Required: Purchasers, owners or users of storage containers shall obtain a building permit from the City for each container prior to placing or moving the container onto their property.
 3. Setback Requirements: Placement of the storage container shall meet all setback and hold down requirements for the zone in which it will be located.
 4. Exterior Appearance: The exterior of the storage container shall be painted or altered to cover any advertising, lettering or numbers.
 5. Stacking Prohibited: No stacking of storage containers shall be allowed.
 6. Ground Level Location; Permanent Foundation: All storage containers shall be located at ground level for safety. Any storage container located on a permanent foundation must meet all Building Code requirements.
 7. Dwelling Use Prohibited: Storage containers shall not be used as a dwelling unit.
 8. Ventilation: Storage containers shall provide adequate ventilation for personal safety.
- B. Penalty: Any violation of this section shall be punishable as set forth in this title or under the applicable State Building Code.

Section 7. Administration and enforcement; building permits and certificates of zoning compliance.

1. *Administration and enforcement*—An administrative official designated by the city manager shall administer and enforce this ordinance, and may be provided with the assistance of such other persons as the city manager may direct.
2. *Building permits required*—Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of the building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by the adopted code(s) and this ordinance, or to cause any such work to be performed, shall first make application to the building official and obtain the required permit.

~~No building or other structure shall be erected, moved, added to or structurally altered, without a permit, issued by the administrative official in accordance with the most recently adopted version of the International Building Codes and this ordinance.~~ No building permit shall be issued by the administrative official, except in conformity with the provisions of this ordinance.

3. *Application for building permit*—All applications for building permits shall be accompanied by plans drawn to scale, showing the surveyed dimensions and shape of the lot to be built upon (not required for remodeling to existing structures); the exact sizes and locations on the lot of buildings already existing, if any; and the location and dimensions of the proposed building or alteration. The application shall include such other information as lawfully may be required by the administrative official, including existing or proposed building or alteration; existing or proposed use of the building and land; the number of families, housekeeping units, or

rental units the building is designed to accommodate; conditions existing on the lot; and such other matters as may be necessary to determine conformance with, and provide for the enforcement of, this ordinance.

The original copy shall be retained by the administrative official. ~~Before a building permit for new construction in excess of \$10,000.00 valuation can be approved, it must be made publically available for a period of five working days, and easily accessible, on the City of Alpine, Texas web page. The building permit must contain all necessary information and designate the location of the plans required.~~

4. *Certificates of occupancy for new, altered or nonconforming uses*—It shall be unlawful to use or occupy or permit the use or occupancy of any building or premises, or both, or part thereof hereafter created, erected, changed, converted or wholly or partly altered or enlarged in its use or structure until a certificate of ~~zoning compliance~~ occupancy shall have been issued therefor by the administrative official stating that the proposed use of the building or land conforms to the requirements of this ordinance.

No nonconforming structure or use shall be renewed, changed or extended until a certificate of ~~zoning~~ occupancy compliance shall have been issued by the administrative official.

HUD Code Manufactured Home Compliance: Certificate of Occupancy shall not be issued until compliance with the Texas Department of Housing and Community Affairs/Manufactured Housing Division: Administrative Rules of the Texas Department of Housing and Community Affairs 10 Texas Administrative Code, Chapter 80.

Temporary certificates of occupancy may be issued by the administrative official for a period not exceeding six months during alterations or partial occupancy of a building pending its completion, provided that such temporary certificate may include such conditions and safeguards as will protect the safety of the occupants and the public.

The administrative official shall maintain a record of all certificates of occupancy, and a copy shall be furnished upon request to any person, for review.

Failure to obtain a certificate of occupancy shall be a violation of this ordinance and punishable under Section 16 of this ordinance.

5. *Expiration of building permit*—If the work described in any building permit has not begun within 180 days from the date of issuance thereof, said permit shall expire; if the work described in any building permit is not completed within a reasonable time of that designated for completion in the permit, the permit shall expire by limitation and be void. The administrative official shall cancel the permit, and written notice thereof shall be given to the persons affected, together with notice that further work as described in the canceled permit, shall not proceed unless and until a new building permit has been obtained.

Section 8. ~~Reserved.~~ Home occupations

Home occupation—The partial use of a home for commercial or nonresidential uses by a resident thereof, which is subordinate and incidental to the use of the dwelling for residential purposes, provided that all home occupation uses are subject to conditional use permit as provided in [Section 20](#):

- (a) Other than members of the family residing on the premises, not more than one person shall be employed by the *home occupation*.
- (b) The *home occupation* shall not exceed 15 percent of the floor area of the primary structure.
- (c) Inventory and supplies shall not occupy more than 50 percent of the area permitted to be uses as a *home occupation*.
- (d) There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of such home occupation other than one sign, not exceeding one square foot in the area, non-illuminated, and mounted flat against the wall of the principal building.
- (e) *Home occupation* can be used if the business or occupation falls within the listed occupations such as a professional office, technology office, or telecommunicating business, or professional doctor or pharmacist. *Home occupations* involving beauty shops or barber shops shall require a conditional-use permit.

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- (f) There shall be no on-site store front retail or wholesale sales of goods in connection with such home occupation.
 - (g) No traffic shall be generated by such home occupation in greater volumes than would normally be expected in a residential neighborhood, and two additional parking spaces shall be provided on the premises, except only one need be provided if the *home occupation* does not have an employee. Said parking shall comply with the parking requirements in Chapter 8 of the International Zoning Code.
 - (h) Sales and services to patrons shall be arranged by appointment and scheduled so that not more than one patron vehicle is on the premises at the same time.
 - (i) No equipment or process shall be used in such home occupation which creates noise, vibration, glare, fumes, odors or electrical interference detectable to the normal senses off the lot, if the occupation is conducted in a single family residence. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the premises.
 - (j) Occupant must reside and must be the primary business occupant of the residence, occupant must maintain the property as the main residence and not allow that the home occupation become the primary use of the property.
 - (k) The character of the home must remained intact and the neighborhood must not change in character, the preservation of a residential neighborhood must be a priority.

Section 9. Building and standards commission.

A. *Created.*

1. There is hereby created a building and standards commission consisting of five regular members and two alternates (alternate position 1 and alternate position 2) who are citizens of the city and/or own property as taxpayers and are qualified voters, and who are not members of the city council or the city planning and zoning commission. Each member of the city council will appoint one member to the commission from their ward, for a term of two years which shall align and coincide with that of the appointing councilmember. The two alternate members will be selected by the voting majority of the city council from a list submitted by the city manager; removable for cause by the appointing authority upon written charges after a public hearing. It is the policy of the city council that a member or alternate who misses three consecutive meetings without excuse by the council is cause for removal of said member or alternate. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant for any cause, in the same manner as the original appointment was made. All cases to be heard by the building and standards commission shall be heard by a quorum of members.
2. The two alternate members are required to attend all meetings in the same manner as the regular members of the board. Alternate members shall not vote unless filling an absence of a regular member or the chairperson. If a regular member or the chairperson is absent from a meeting, alternate position 1 shall take his place. If a second regular member and/or the chairperson is absent from a meeting, alternate position 2 shall take his place. Commission shall select a vice-chair, to serve when the chair is absent.

B. *Proceedings of building and standards commission*

1. A chairperson of the building and standards commission shall be selected by the city council. The building and standards commission shall adopt rules of procedure in accordance with the provisions of this section. Meetings of the building and standards commission shall be held at the call of the chairperson and at such other times as at least a quorum of the commission may determine and at least quarterly. Such chairperson, or in his absence the vice-chairperson, may administer oaths and compel the attendance of witnesses.
2. All meetings of the building and standards commission shall be open to the public. The Commission shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official

actions, all of which shall be immediately filed in the office of the city secretary and shall be a public record.

3. The City of Alpine designates the building official as the appropriate official to present all cases before the building and standards commission.
4. The building and standards commission shall:
 - (a) Use the standards of criteria related to: deterioration of the building or structure, fire hazard, pestilence, structural deformity, inadequate fire safety measures and other conditions as recognized by the building codes adopted by the City of Alpine, Article IX, section 18-260, and Article X, sections 18-281—284;
 - (b) Hear evidence and shall, upon a finding that the conditions as set out in the ordinances have been met, declare a structure substandard.

C. *Notice.*

1. A public hearing shall be held so that the building and standards commission may determine whether the structure complies with the minimum standards set forth in this section.
 - (a) *Notice of hearing.*
 - (1) The city secretary shall make a diligent effort to discover the identity and address of the owner(s) of record and any lienholders or mortgagees of the structure and the underlying property.
 - (2) The city secretary shall notify each owner by personal delivery, by certified mail with return receipt requested, or by delivery by the United States Postal Service using signature confirmation service, to the record owners of the affected property, and each holder of a recorded lien against the affected property, as shown by the records in the office of the county clerk of the county in which the affected property is located if the address of the lienholder can be ascertained from the deed of trust establishing the lien or other applicable instruments on file in the office of the county clerk lienholder, or mortgagee by mail.
 - (3) The inspector shall notify any unknown interested parties by posting a copy of the notice on each structure.
 - (4) The inspector shall file a notice of hearing in the official public records of real property in Brewster County.
 - (b) *Contents of notice of hearing.* The notice of hearing shall contain the following information:
 - (1) The notice must be posted and either personally delivered or mailed on or before the 10th day before the date of the hearing before the commission panel and must state the date, time, and place of the hearing. In addition, the notice must be published in a newspaper of general circulation in the municipality on one occasion on or before the 10th day before the date fixed for the hearing.
 - (2) The owner, lienholder, mortgagee or unknown interested parties have the burden of proof and will be required to submit at the hearing proof of the scope of any work that may be required to make the structure comply with the ordinance and the amount of time it will take to reasonably perform the work.
 - (3) The name and address of the owner of record.
 - (4) A legal description of the property.
 - (5) A general description of the structures not meeting the minimum standards.
2. When a municipality mails a notice in accordance with this section to a property owner, lienholder, or registered agent and the United States Postal Service returns the notice as "refused" or "unclaimed," the validity of the notice is not affected, and the notice is considered delivered.

D. *Functions of the building and standards commission.*

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1. The building and standards commission may issue one of the following orders:
 - (a) Order to secure or vacate the structure and relocate the occupants.
 - (b) Order to repair, remove or demolish.
 - (c) Order to remove or demolish.
 - (d) Order to release.
 2. If the structure is occupied and the commission issues an order pursuant to subsection D.1(a), the structure shall be vacated and the occupants relocated.
 3. Orders of the commission issued pursuant to subsections D.1(b) and D.1(c) shall allow 45 days before the ordered action to be completed.
 4. If a residential structure is removed or demolished pursuant to this article, any and all accessory structures located on the same property shall be removed or demolished, regardless of structural condition.
 5. The inspector shall promptly mail a copy of any order issued pursuant to subsection D.1 of this section, to the owner of record, any lienholder or mortgagee along with a notice containing the following:
 - (a) An identification of the structure and the property on which it is located;
 - (b) A description of the violation(s) of the minimum standards;
 - (c) A statement that the municipality will secure, vacate, repair, remove or demolish the structure if the ordered action is not taken within 45 days.
 6. Forty-five days after an order to repair, remove or demolish has been issued, the inspector has the authority to request the utilities be disconnected at the structure in order to prepare for demolition.
 7. Once an order to remove or demolish has been issued by the commission, the inspector has the authority to request the utilities be disconnected at the structure in order to prepare for demolition.
 8. Within ten days following the date that an order is issued, the inspector shall:
 - (a) File a copy of the order in the office of the city secretary of the City of Alpine; and
 - (b) Publish in a newspaper of general circulation in the city a notice containing the following:
 - (1) The street address or legal description of the property;
 - (2) The date the hearing was held;
 - (3) A brief statement indicating the results of the order; and
 - (4) Instructions stating where a complete copy of the order may be obtained.

E. *Permits.*

1. Any permits issued for work on a structure on which the commission has issued an order shall expire on the deadline established by the order.
2. Applicants for a permit to make repairs on a structure on which the commission has issued an order shall meet with the appropriate inspecting official from the city's code enforcement and building official prior to the granting of a permit. The meeting will be to ensure the applicant understands:
 - (a) The scope of work required to be completed to comply with the minimum standards;
 - (b) That such repairs shall be completed by the deadline established by the order; and
 - (c) All repairs are not completed by the deadline established by the order (90 days to repair — everything has to be done in 45 days. Forty-five days for appeal), the structure will be demolished. A permit will not be issued unless the applicants comply with this meeting requirement.
 - (d) No permits will be issued after the deadline established by the order.

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3. The building and standards commission may not allow the owner, lienholder, or mortgagee more than 90 days to repair, remove, or demolish the building or fully perform all work required to comply with the order unless the owner, lienholder, or mortgagee:
 - (a) Submits a detailed plan and time schedule for the work at the hearing; and
 - (b) Establishes at the hearing that the work cannot reasonably be completed within 90 days because of the scope and complexity of the work.
 - F. *Appeal.* Any owner, lienholder, or mortgagee of record of property jointly or severally aggrieved by an order of the building and standards commission may file in district court a verified petition setting forth that the decision is illegal, in whole or in part, and specifying the grounds of the illegality. The petition must be filed by an owner, lienholder, or mortgagee within 30 calendar days after the respective dates a copy of the final decision of the municipality is personally delivered to them, mailed to them by first class mail with certified return receipt requested, or delivered to them by the United States Postal Service using signature confirmation service, or such decision shall become final as to each of them upon the expiration of each such 30 calendar day period.
 - G. *Expense for abatement.*
 1. If an owner or other interested party does not secure, vacate, repair, remove, or demolish a structure within 45 days, the inspector may take the ordered action at the city's expense with permission for expenses to be incurred from the Alpine City Council.
 2. Calculation of costs.
 - (a) Costs include all expenses incurred as a result of the enforcement of the order.
 - (b) The general administrative expenses of inspecting structures, locating owners, conducting hearings, and issuing notices and orders, together with all associated administrative functions, require a reasonable minimum charge of \$500.00 per property. The building official shall maintain a log of all expenses incurred during this process. If this total is greater than \$500.00, the cost shall be the greater amount.
 3. Lien. Any expenses incurred by the city pursuant to subsection G.1 of this section will be assessed against the property on which the structure stands or stood. The city will have a privileged lien upon filing same in the official public records of Brewster County subordinate only to tax liens against the property unless it is a homestead as protected by the Texas Constitution. The lien will be extinguished if the property owner or other interested party reimburses the city for all expenses and penalties.
 - H. *Rights and remedies saved.* All rights or remedies of the City of Alpine, Texas, are expressly saved as to any and all violations of any building ordinance or amendments thereto, of the city, that have accrued at the time of the effective date the ordinance from which this section derives; and as to such accrued violation, the building and standards commission shall have all the powers that existed prior to the effective date of this ordinance; and that all existing violations of previous building ordinances which would otherwise become non-conforming under this section but shall be considered as violations of this section are violations of this section in the same manner that they were violations of prior building ordinances of the city.

(Ord. No. 2015-03-01, § 1, 5-19-15; Ord. No. 2016-10-02, 11-1-16)

Section 10. Reserved.

Section 11. Duties of administrative official, city council and courts on matters of appeal.

It is the intent of this ordinance that all questions of interpretation and enforcement shall be first presented to the administrative official, and that recourse from the decisions of the administrative official shall be to the courts as provided by the laws of the State of Texas.

It is further the intent of this ordinance that the duties of the city council in connection with the ordinance shall not include hearing and deciding questions of interpretation and enforcement that may arise. The procedure for

deciding such questions shall be as stated in this section and this ordinance. Under this ordinance the city council shall have only the duties:

- (1) Of considering and adopting or rejecting proposed amendments or the repeal of this ordinance, as provided by law; and
- (2) Of establishing a schedule of fees and charges as stated in Section 12, below.

Section 12. Schedule of fees, charges and expenses.

The city council shall establish a schedule of fees, charges and expenses and a collection procedure for building permits, certificates of occupancy or zoning compliance, appeals and other matters pertaining to this ordinance. The schedule of fees shall be posted in the office of the administrative official, and may be altered or amended only by the city council. Until all applicable fees, charges and expenses have been paid in full, no action shall be taken on any application or appeal.

Section 13. Amendments.

The city adopts the procedures of Section 211.007 of the Local Government Code in order to make amendments and zoning changes by following the code by having a public hearing before the planning and zoning commission and notifying the residents within 200 feet of the proposed change 11 days before the hearing; by submitting recommendations to the city council and allowing city council to conduct a second hearing; and by publishing in the local newspaper 16 days before the hearing. The regulations, restrictions and boundaries set forth in this ordinance may, from time to time, be amended, supplemented, changed or repealed; provided, however, that no such action may be taken until after a public hearing in relation thereto, at which parties in interest and citizens shall have an opportunity to be heard. Such amendments shall not become effective except by the affirmative vote of at least three-fourths of all members of the city council.

Section 14. Provisions of ordinance declared to be minimum requirements.

In their interpretation and application, the provisions of this ordinance shall be held to be minimum requirements, adopted for the promotion of the public health, safety, morals or general welfare. Wherever the requirements of this ordinance are at variance with the requirements of any other lawfully adopted rules, regulations, ordinance, deed restrictions or covenants, the most restrictive, specific, or that imposing the higher standards, shall govern.

Section 15. Complaints regarding violations.

Whenever a violation of this ordinance occurs, or is alleged to have occurred, any person may file a written complaint. Such complaint stating fully the causes and basis thereof shall be filed with the administrative official. He/she shall record properly such complaint, immediately investigate, and take action thereon as provided by this ordinance.

Section 16. Penalties for violation.

Violation of the provisions of this ordinance or failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with grants of variances or special exceptions) shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$2,000.00, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense.

The owner or tenant of any building, structure, premises or part thereof, and any architect, builder, contractor, agent or other person who commits, participates in, assists in or maintains such violation may each be found guilty of a separate offense and suffer the penalties herein provided.

Nothing herein contained shall prevent the city from taking such other lawful action as is necessary to prevent or remedy any violation.

Section 17. Separability clause.

Should any section or provision of this ordinance be declared by the courts to be unconstitutional, or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 18. Definitions.

For the purposes of this ordinance, certain terms or words used herein shall be interpreted as follows:

The word *person* includes a firm, association, organization, partnership, trust, company or corporation, as well as an individual.

The present tense includes the future tense, the singular number includes the plural, and the plural number includes the singular.

The word *shall* is mandatory, the word *may* is permissive.

The words *used* or *occupied* include the words intended, designed or arranged to be used or occupied.

The word *lot* includes the words *plot* or *parcel*.

Abutting—Having lot lines or district boundaries in common.

Access—A way or means of approach to provide physical entrance and exit to a property.

Accessory ~~use or structure~~ Building—~~A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure.~~ An incidental subordinate building customarily incidental to and located on the same lot occupied by the main use or building, such as a detached garage. Not to be used as a habitable space.

Accessory Living Quarters—An accessory building used solely as the temporary dwelling of guest of the occupants of the premises.

Accessory Use—A use conducted on the same lot as the primary use of the structure to which it is related; a use that is clearly incidental to, and customarily found in connection with, such primary use.

Addition—Any construction which increases the size of a building or structure in terms of site coverage, height, length, width or gross floor area.

Administrative official—Duly appointed agent of the city manager responsible for interpretation and enforcement of the zoning code, and building code.

Agent of Owner—Any person showing written verification that he or she is acting for, and with the knowledge and consent of, a property owner.

Alley—~~A public space or thoroughfare for the placement of utilities which affords only secondary means of access to property abutting thereon.~~ Any public way or thoroughfare more than 10 feet (3048mm), but less than 16 feet (4877 mm), in width, which has been dedicated to the public for public use.

Alteration—Any change, addition or modification in construction, occupancy or use.

Apartment House—A residential building designed or used for three or more dwelling units.

Attached—Having one or more walls in common with principal building or joined to a principal building by a covered porch, loggia or passageway, the roof of which is a part or extension of the principal building.

Bed and Breakfast—A lodging establishment that offers overnight accommodation and provides breakfast.

Boarding House—A dwelling containing a single *dwelling unit* and not more than 10 sleeping units, where lodging is provided with or without meals, for compensation for more than one week.

Buildable area—The portion of a lot remaining after required yards have been provided.

Building—Any structure used or intended for supporting or sheltering any use or occupancy.

Building, Main—A building in which the principal use of the site is conducted.

Building, Temporary—A building used temporarily for the storage of construction materials and equipment incidental and necessary to on-site permitted construction of utilities, or other community facilities, or used temporarily in conjunction with the sale of property within a subdivision under construction.

Building Code—The *International Building Code* promulgated by the International Code Council, as adopted by the jurisdiction.

Campground—Campground facilities providing camping and/or parking areas and incidental services for travelers in recreational vehicles or tents. Typical uses include recreational vehicle parks.

Canopy—A roofed structure constructed of fabric or other material supported by the building or by the support extending to the ground directly under the canopy placed so as to extend outward from the building providing a protective shield for doors, windows and other opening.

Carport—A roofed space, open on two sides (unless within fire separation of *lot line*), one story in height, covered with a flat or hipped roof and ordinarily used as a shelter under which vehicles are driven or temporarily parked.

Casita—A single family home with a smaller footprint. That is built on a permanent foundation (not moveable). The modular home specifications requirements found in the R-1 section (D) applies to this type of housing.

Conex boxes (shipping container)—A steel reinforced reusable container primarily used for shipping cargo, not to be used as a dwelling except as provided herein.

Commercial, Heavy—An establishment or business that generally uses open yards, outside equipment storage or outside activities that generate noise or other impacts considered incompatible with less-intense uses. Typical businesses in this definition are lumber yards, construction specialty services, heavy equipment suppliers or building contractors.

Commercial, Light—An establishment or business that generally has retail or wholesales, office uses, or services, which do not generate noise or other impacts considered incompatible with less-intense uses. Typical businesses in this definition are retail stores, offices, catering services or restaurants.

Commercial Center, Community—A completely planned and designed commercial development providing for the sale of general merchandise and/or convenience goods and services. A *community commercial center* shall provide for the sale of general merchandise, and may include a variety store, discount store, supermarket.

Commercial Center, Convenience—A completely planned and designed commercial development providing for the sale of general merchandise and/or convenience goods and services. A *convenience commercial center* shall provide a small cluster of convenience shops or services.

Commercial Center, Neighborhood—A completely planned and designed commercial development providing for the sale of general merchandise and/or convenience goods and services. A *neighborhood commercial center* shall provide for the sales of convenience goods and services, with a supermarket as the principal tenant.

Commercial Center, Regional—A completely planned and designed commercial development providing for the sale of general merchandise and/or convenience goods and services. A *regional center* shall provide for the sale of general merchandise, apparel, furniture, home furnishings, and other retail sales and services, in full depth and variety.

Commercial Retail Sales and Services—Establishments that engage in the sale of general retail goods and accessory services. Businesses within this definition include those that conduct sales and storage entirely within this definition include those that conduct sales and storage entirely within an enclosed structure (with the exception of occasional outdoor “sidewalk” promotions); businesses specializing in the sale of either general merchandise or convenience goods.

Comprehensive Plan—The declaration of purposes, policies and programs for the development of the jurisdiction.

Conditional Use—A use that would become harmonious or compatible with neighboring uses through the application and maintenance of qualifying conditions.

Condominium—A single-dwelling unit in a multiunit dwelling or structure, that is separately owned and may be combined with an undivided interest in the common areas and facilities of the property.

Congregate Residence—Any building or portion thereof that contains facilities for living, sleeping and sanitation as required by this code, and may include facilities for eating and cooking for occupancy by other than a family. A *congregate residence* shall be permitted to be a shelter, convent, monastery, dormitory, fraternity or sorority, but does not include jails, hospitals, nursing homes, hotels or lodging houses.

Court—A space, open and unobstructed to the sky, located at or above *grade* level on a lot an bound on three or more sides by walls of a building.

Day Care, Family—The keeping for part-time care and/or instruction, whether or not for compensation, of six or less children at any one time within a dwelling, not including members of the family residing on the premises.

Day Care, Group—An establishment for the care and/or instruction, whether or not for compensation, of seven or more persons at any one time. Child nurseries, preschools and adult care facilities are included in this definition.

Density—The number of *dwelling units* that are allowed on an area of land, which area of land shall be permitted to include dedicated streets contained within the development.

Detached—Fully separated from any other building or joined to another building by structural members not constituting an enclosed or covered spaced.

District, Apartment—A type of zoning classification that allows for multi-unit residential developments, dictated by the R-3 designation of this ordinance.

District, Business—A type of zoning classification that allows for commercial activities, dictated by C-2 designation of this ordinance.

District, Historic—A geographically defined area which posses significant concentration, linkage or continuity of buildings, structures, sites, areas or land, which in turn are united by architectural, historical, archaeological or cultural importance or significance and which the City Council determines shall be protected, enhanced and preserved.

District, Industrial—A type of zoning classification that allows production and industry activities, dictated by the M-1 designation of this ordinance.

District, Mixed Residential—A type of zoning classification that allows for a mix of residential dwellings in the same zoning district, dictated by the R-4 designation of this ordinance.

District, Multi-Family—A type of zoning classification that allows for multi-unit residential developments, dictated by the R-2 designation of this ordinance.

District, Neighborhood Commercial—A type of zoning classification that allows areas suitable for transitional uses between more intensive commercial activities and residential uses, dictated by the C-1 and C-1a designations of this ordinance.

District, Office Services—A type of zoning classification that allows for a mix of office and residential uses, with a focus in accommodating small-scale offices in or adjacent to residential neighborhoods, dictated by the C-0 designation of this ordinance.

District, One-Family—A type of zoning classification that allows only *single-family* dwellings, dictated by the R-1 designation of this ordinance.

Drive-in restaurant or refreshment stand—Any place or premises used for sale, dispensing or serving of food and refreshments, including those establishments where customers may serve themselves and may eat or drink the food, refreshments or beverages on the premises.

Driveway—A private access road, the use of that is limited to persons residing, employed, or otherwise using or visiting the parcel in which it is located.

~~Dwelling, single-family—A detached residential dwelling unit, other than a mobile home, designed for and occupied by one family only.~~

~~Dwelling, two-family—A detached residential building containing two dwelling units, designed for occupancy by not more than two families.~~

~~Dwelling, multiple-family—A residential building designed for or occupied by three or more families, with the number of families in residence not exceeding the number of dwelling units provided.~~

~~Dwelling unit—One room, or rooms connected together, constituting a separate, independent housekeeping establishment for owner occupancy, or rental or lease on a weekly or monthly basis, and physically separated from any other rooms or dwelling units which may be in the same structure, and containing independent cooking and sleeping facilities.~~

Duplex —The use of a site for two dwelling units, within a single building, other than a manufactured home.

Dwelling, Multiple Unit—A building or portion thereof designed for occupancy by three or more families living independently in which they may or may not share common entrances and/or other spaces. Individual dwelling units may be owned as condominiums or offered for rent.

Dwelling, Single Family—A detached dwelling unit with kitchen and sleeping facilities, designed for occupancy by one family.

Dwelling, Two Family—A building designed or arranged to be occupied by two families living independently, with the structure having two dwelling units.

Dwelling Unit—A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

~~Easement—A right held by the city or its franchised utility companies to be used for access, drainage, and/or for the placement of utilities such as water, sewer, telephone lines, electrical lines, or gas lines. That portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property. The easement shall be permitted to be for use under, on or above said lot or lots.~~

Enclosed—A roof or covered space fully surrounded by walls, including windows, doors, and similar openings or architectural features, or an open space of less than 100 square feet fully surrounded by a building or walls exceeding eight-feet in height

Family—One or more persons occupying a single dwelling unit, provided that unless all members are related by blood or marriage, no such family shall contain over five persons, but further provided, that domestic servants employed on the premises may be housed on the premises without being counted as a family or families.

Filling station—Buildings and premises where gasoline, oil, grease, batteries, tires and automobile accessories may be supplied and dispensed at retail, and where, in addition, the following services may be rendered and sales made, and no other:

- (a) Sale and servicing of spark plugs, batteries and distributors and distributor parts.

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- (b) Tire servicing and repair, but not recapping or re-grooving.
 - (c) Replacement of mufflers, and tail pipes, water hose, fan belts, brake fluid, light bulbs, fuses, floor mats, seat covers, windshield wipers and wiper blades, grease retainers, wheel bearings, mirrors and the like.
 - (d) Radiator cleaning and flushing.
 - (e) Washing and polishing, and sale of automotive washing and polishing materials.
 - (f) Greasing and lubrication.
 - (g) Providing and repairing fuel pumps, oil pumps and lines.
 - (h) Minor servicing and repair of carburetors.
 - (i) Emergency wiring repairs.
 - (j) Adjusting and repairing brakes.
 - (k) Minor motor adjustments not involving removal of the head or crankcase or racing the motor.
 - (l) Sales of cold drinks, packaged foods, tobacco and similar convenience goods for filling station's customers, as accessory and incidental to principal operation.
 - (m) Provision of road maps and other informational material to customers; provisions of rest room facilities. Uses permissible at a filling station do not include major mechanical and body work, straightening of body parts, painting, welding, storage of automobiles not in operating condition, or other work involving noise, glare, fumes, smoke or other characteristics to an extent greater than normally found in filling stations. A filling station is not a repair garage, nor a body shop.

Frontage—The width of a lot or parcel abutting a public right-of-way measured at the front property line.

Garage, Private—A building or a portion of a building not more than 1,000 square feet (92.9m²) in area, in which only private or pleasure-type motor vehicles used by the tenants of the building or buildings on the premises are stored or kept.

Group Care Facility—A facility, required to be licensed by the state, which provides training, care, supervision, treatment and/or rehabilitation to the aged, disabled, those convicted of crimes, or those suffering the effects of drug or alcohol; this does not include day care centers, *family day care homes*, foster homes, schools, hospitals, jails, or prisons.

Habitable Space (Room) —Space in a structure for living, sleeping, eating, or cooking. Bathrooms, toilet, compartments, closets, halls, storage or utility space, and similar areas are not considered *habitable space*.

Home occupation—~~An occupation conducted in a dwelling unit~~ The partial use of a home for commercial or nonresidential uses by a resident thereof, which is subordinate and incidental to the use of the dwelling for residential purposes, ~~provided that:~~

- ~~(a) No person other than members of the family residing on the premises shall be engaged in the operation.~~
- ~~(b) The use of the dwelling unit for the home occupation shall be clearly incidental and subordinate to its use for residential purposes by its occupants, and not more than 25 percent of the floor area of the dwelling unit, which also includes the floor area of the accessory building.~~
- ~~(c) There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of such home occupation other than one sign, not exceeding one square foot in the area, non-illuminated, and mounted flat against the wall of the principal building, or accessory building.~~
- ~~(d) Accessory use can be used if the business or occupation falls within the listed occupations such as a professional office, technology office, or telecommunicating business, or professional doctor or pharmacist. No repair garage, plumbing shop, or similar activity.~~

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- ~~(e) There shall be no on-site store front retail or wholesale sales of goods in connection with such home occupation.~~
 - ~~(f) No traffic shall be generated by such home occupation in greater volumes than would normally be expected in a residential neighborhood, and any need for parking generated by the conduct of such home occupation shall be met off the street and other than the required front yard.~~
 - ~~(g) No equipment or process shall be used in such home occupation which creates noise, vibration, glare, fumes, odors or electrical interference detectable to the normal senses off the lot, if the occupation is conducted in a single family residence, or outside the dwelling unit if conducted in other than a single family residence. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the premises.~~
 - ~~(h) Additional personnel must be permitted by special conditions as by the planning and zoning commission. Maximum of three employees at one time (non-family members) and must comply with [subsection] (f).~~
 - ~~(i) Occupant must reside and must be the primary business occupant of the residence, occupant must maintain the property as the main residence and not allow that the home occupation become the primary use of the property.~~
 - ~~(j) The character of the home must remained intact and the neighborhood must not change in character, the preservation of a residential neighborhood must be a priority.~~
 - ~~(k) Time limits can be set by the planning and zoning commission if employees other than family members are involved in the business or home occupation.~~

Hospital—An institution designed for the diagnosis, treatment and care of human illness or infirmity and providing health services, primarily for inpatients, and including as related facilities, laboratories, outpatient departments, training facilities and staff offices.

HUD code manufactured home—A structure constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width or 40 body feet or more in length, or, when erected on site, is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical systems. The term does not include a recreational vehicle as that term is defined by 24 CFR 3282.8(g).

Industrialized Housing/Modular—A residential structure that is:

- (a) Designed for the occupancy of one or more families;
- (b) Constructed in one or more modules or constructed using one or more modular components built at a location other than the permanent site; and
- (c) Designed to be used as a permanent residential structure when the module or the modular component is transported to the permanent site and erected or installed on a permanent foundation system.

Impervious Cover—Any type of surface that prevents the infiltration of water into the ground. Surfaces such as stone, rooftops, patios, driveways, sidewalks, road ways, parking lots, and decomposed or crushed granite gravel (when utilized for parking areas and paths from ADA parking spaces to the entrance of buildings or structures) shall be considered as impervious cover.

Internal Street— A private way which affords the principal means of access to individual manufactured home space, a private right-of-way or other non-public street within a Planned Unit Development (PUD) or other similar development.

Jurisdiction—The governmental unit that has adopted this code.

Kennels—Boarding and care services for dogs, cats and similar animals. Typical uses include boarding kennels, pet motels or dog training center.

Kiosk—A small light structure with one or more open sides for general retail sales use only.

Landscaping—The finishing and adornment of unpaved *yard* areas. Materials and treatment generally include naturally growing elements such as grass, trees, shrubs, and flowers. This treatment shall be permitted to include the use of logs, rocks, fountains, water features and contouring of the earth.

Laundry Services—Establishments primarily engaged in the provisions of laundering, dry cleaning or dyeing services other than those classified as Personal Services. Typical uses include bulk laundry and cleaning plants, diaper services or linen supply services.

Legislative Body—The political entity of the adopting jurisdiction.

Loading space, off-street—Space logically and conveniently located for bulk pick-ups and deliveries, scaled to delivery vehicles expected to be used, and accessible to such vehicles when required off-street parking spaces are filled. Required off-street loading space is not to be included as off-street parking space in computation of required off street parking space.

Lot—~~For purposes of this ordinance, a lot is a~~ A portion or parcel of land considered as a unit, ~~at least sufficient size to meet minimum zoning requirements for use, coverage and area, and to provide such yards and other open spaces as are herein required.~~ Such lot shall have frontage on an improved public street, or on an approved private street, and may consist of:

- (a) A single lot of record;
- (b) A portion of a lot of record;
- (c) A combination of complete lots of record, of complete lots of record and portions of lots of-record, or of portions of lots of record;
- (d) A parcel of land described by metes and bounds, provided that in no case of division or combination shall any residual lot or parcel be created which does not meet the requirements of this ordinance.

Lot frontage—The front of a lot shall be construed to be the portion nearest the street. For the purposes of determining yard requirements on corner lots and through lots, all sides of a lot adjacent to streets shall be considered frontage, and yards shall be provided as indicated under Yards in this section.

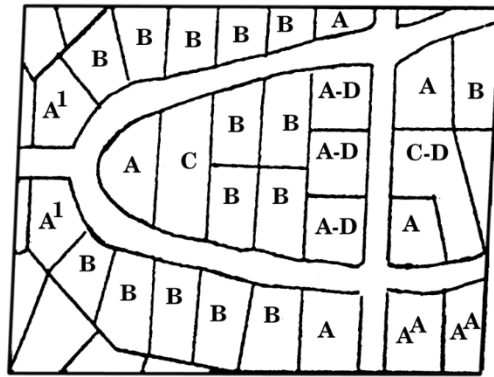
Lot Line—A lot line is a boundary of a zoning lot.

Lot measurements—

- (a) Depth of a lot shall be considered to be the distance between the midpoints of straight lines connecting the foremost points of the side lot-lines in front and the rearmost points of the side lot lines in the rear.
- (b) Width of a lot shall be considered to be the distance between straight lines connecting front and rear lot lines at each side of the lot, measured across the rear of the required front yard; provided, however, that width between side lot lines at their foremost points (where they intersect with the street line) shall not be less than 80 percent of the required lot width except in the case of lots on the turning circle of cul-de-sacs, where the 80 percent requirement shall not apply.

Lot of record—A lot which is part of a subdivision recorded in the office of the county clerk, or a lot or parcel described by metes and bounds, the description of which has been so recorded.

Lot types—The diagram (Figure 1) which follows, illustrates terminology used in this ordinance with reference to corner lots, interior lots, reversed frontage lots and through lots:



In the diagram, A = corner lot, defined as a lot located at the intersection of two or more streets. A lot abutting on a curved street or streets shall be considered a corner lot if straight lines drawn from the foremost points of the side lot lines to the foremost point of the lot meet at an interior angle of less than 135 degrees. See lots marked A1 in the diagram.

B = interior lot, defined as a lot other than a corner lot with only one frontage on a street.

C = through lot, defined as a lot other than a corner lot with frontage on more than one street. Through lots abutting two streets may be referred to as double frontage lots.

D = reversed frontage lot, defined as a lot on which the frontage is at right angles or approximately right angles (interior angle less than 135 degrees) to the general pattern in the area. A reversed frontage lot may also be a corner lot (A-D in the diagram), an interior lot (B-D) or a through (C-D).

Manufactured housing—Refers to an HUD code manufactured home. A structure, transportable in one or more sections, that in the traveling mode is 8 body feet or more in width or 40 body feet or more in length, or, were erected on site is 320 square feet or more and is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation where connected to required utilities, and includes the plumbing, heating, air conditioning and electrical systems contained therein.

Modular - Refers to a single-family house. A modular is a portable home or commercial building that is built at an off-site facility and transported to a more permanent plot for assembly. Assembled on a permanent foundation. Must meet the requirements set forth herein.

Mobile home—A structure that was constructed before June 15, 1976, transportable in one or more sections, which, in the traveling mode is eight body feet or more in width or 40 body feet or more in length, or when erected on site is 320 or more square feet, and which is built on a permanent chassis designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical systems.

Mortuary, Funeral Home—An establishment in which the dead are prepared for burial or cremation. The facility shall be permitted to include a chapel for the conduct of funeral services and spaces for funeral services and informal gathering, and/or display of funeral equipment.

Motel, Hotel—Any building containing six or more sleeping units intended or designed to be used, or that are used, rented or hired out to be occupied, or that are occupied for sleeping purposes by guest.

~~Nonconforming use—A building, structure or use of land lawfully occupied at the time of the effective date of the chapter or amendments, thereto, which does not conform to the use regulations of the district in which it is situated following the effective date of the ordinance.~~

Nonconforming Lot— A lot where the width, area or other dimension did not conform to the regulations when this ordinance became effective.

Nonconforming Sign—A sign or sign structure or portion thereof lawfully existing at the time of this ordinance became effective, which does not now conform.

Nonconforming Structure—A building or structure or portion thereof lawfully existing at the time this ordinance became effective, which was designed, erected or structurally altered for a use that does not conform to the zoning regulations of the zone in which it is located.

Occupant—One who occupies a particular place.

Open space—~~Area included in any side, rear, special or front yard or any unoccupied space on the Lot that is open and unobstructed to the sky except for the ordinary projections of cornices, eaves, porches and plant material.~~ Land areas that are not occupied by buildings, structures, parking areas, streets, alleys or required yards. *Open space* shall be permitted to be devoted to landscaping, preservation of natural features, patios, and recreational areas and facilities.

Outdoor advertising business—Provision of outdoor displays or display space on a lease or rental basis only.

Owner—The person or entity that holds legal or equitable title to a property.

Park—A public or private area of land, with or without buildings, intended for outdoor active or passive recreational uses.

Parking Lot—An open area, other than a street, used for the parking of automobiles.

Parking Space, Automobile—A space within a building or private or public parking lot, exclusive of driveways, ramps, columns, office and work areas, for the parking of an automobile.

Parking space, off-street—For the purposes of this ordinance, an off-street parking space shall consist of a space adequate for parking an automobile with room for opening doors on both sides, together with properly related access to a public street or alley and maneuvering room.

Required off-street parking areas for three or more automobiles shall have individual spaces marked, and shall be so designed, maintained and regulated that no parking or maneuvering incidental to parking shall be on any public street, walk or alley, and so that any automobile may be parked and unparked without moving another.

For purposes of rough computation, an off-street parking space and necessary access and maneuvering room may be estimated at 300 square feet, but off-street parking requirements will be considered to be met only when actual spaces meeting the requirements above are provided and maintained, improved in a manner appropriate to the circumstances of the case, and in accordance with all ordinances and regulations of the city.

Person—An individual, heirs, executors, administrators or assigns, and includes a firm partnership or corporation, its or their successors or assigns, or the agent of any of the aforesaid.

Planned Unit Development (PUD) —A residential or commercial development guided by a total design plan in which one or more of the zoning or subdivision regulations, other than use regulations, shall be permitted to be waived or varied to allow flexibility and creativity in site and building design and location, in accordance with general guidelines.

Planning and Zoning Commission—The Planning and Zoning Commission created and appointed by the City Council.

Plot Plan—A plot of a lot, drawn to scale, showing the actual measurements, the size and location of any existing buildings or buildings to be erected. The location of the lot in relation to abutting streets, and other such information.

Public Improvement—Any drainage ditch, storm sewer or drainage facility, sanitary sewer, water main, roadway, parkway, sidewalk, pedestrian way, tree, lawn, off-street parking area, lot improvement, or other facility for which the local government may ultimately assume the responsibility for maintenance and operation, or for which the local government responsibility is established.

Public Utility Station—A structure or facility used by a public or *quasi-public* utility agency to store, distribute, generate electricity, gas, telecommunications, and related equipment, or to pump or chemically treat water. This does not include storage or treatment of sewage, solid waste, or hazardous waste.

Public Way—Any street, alley or other parcel of land open to the outside air, that has been deeded, dedicated or otherwise permanently appropriated to the public for public use and has a clear width and height of not less than 10 feet (3048 mm).

Quasi-Public—Essentially a public use, although under private ownership or control.

Recreation, Indoor—An establishment providing completely enclosed recreation activities. Accessory uses shall be permitted to include the preparation and serving of food and/or the sale of equipment related to the enclosed uses. Included in this definition shall be bowling, roller skating, or ice skating, billiards, pool, motion picture theaters, and related amusements.

Recreation, Outdoor—An area free of buildings except for restrooms, dressing rooms, equipment storage, maintenance buildings, open-air pavilions and similar structures used primarily for recreational activities.

Recreational vehicle (R.V.)—A type of mobile living unit that is a vehicle built on a chassis 400 square feet or less when measured at the largest horizontal projection; self-propelled or permanently towable by a car or light duty truck; and designed primarily for recreational, camping, travel or seasonal use. A vehicle which is self-propelled or designed to be towed by a motor vehicle but is not designed to be used as a permanent dwelling and containing plumbing, heating and electrical systems that can be operated without connection to outside utilities.

Recycling Facility—Any location whose primary use is where waste or scrap materials are store, bought, sold, accumulated, exchanged, packaged, disassembled, or handled, including, but not limited to, scrap metals, paper, rags, tires and bottles, and other such materials.

Registered Design Professional—An individual who is registered or licensed to practice their respective design profession as defined by the statutory requirements of the professional registration laws of the state or jurisdiction in which the project is to be constructed.

Rehabilitation Center (Halfway House)—An establishment where the primary purpose is the rehabilitation of persons. Such services include drug and alcohol rehabilitation, assistance to emotionally and mentally disturbed persons, and halfway houses for prison parolees and juveniles.

Religious, Cultural and Fraternal Activity—A use or building owned or maintained by organized religious organizations or nonprofit associations for social, civic or philanthropic purposes, or the purpose for which persons regularly assemble for worship.

Restaurant—An establishment that sells prepared food for consumption. Restaurants shall be classified as follows:

- (a) Restaurant, fast food: An establishment that sells food already prepared for consumption, packaged in paper, Styrofoam, or similar materials, and may include drive-in or drive-up facilities for ordering.
- (b) Restaurant, general: An establishment that sells food for consumption on or off the premises.
- (c) Restaurant, take-out: An establishment that sells food only for consumption off the premises.

School, Commercial—A school establishment to provide for the teaching of *Industrial*, clerical, managerial or artistic skills. This definition applies to schools that are owned and operated privately for profit and that do not offer a complete educational curriculum (for example, beauty school or modeling school).

Setback—The minimum required distance between the property line and the building line.

Sign—Any device to inform or attract the attention of persons not on the premises on which the sign is located provided, however, that the following shall not be included in the application of the regulations herein:

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- (a) ~~Signs not exceeding one square foot in area and bearing only property numbers, Post Office box numbers, names of occupants of premises or other identification of premises not having commercial connotations;~~
 - (b) ~~Flags and insignia of any government except when displayed in connection with commercial promotion;~~
 - (c) ~~Legal notices, identification, informational or directional signs erected or required by governmental bodies;~~
 - (d) ~~Integral decorative or architectural features of buildings, except letters, trademarks, moving parts or moving lights;~~
 - (e) ~~Signs directing and guiding traffic and parking on private property, but bearing no advertising matter.~~

~~*Signs, number and surface area*—For the purpose of determining number of signs, a sign shall be considered to be a single display surface or display devices containing elements organized, related, and composed to form a unit. Where matter is displayed in a random manner without organized relationship of elements, or where there is reasonable doubt about the relationship of elements, each element shall be considered to be a single sign.~~

~~The surface area of a sign shall be computed as including the entire area within a regular geometric form or combinations of regular geometric forms comprising all of the elements of the matter displayed. Frames and structural members not bearing advertising matter shall not be included in computation of surface area.~~

~~*Sign, on site*—A sign relating in its subject matter to the premises on which it is located, or to products, accommodations, services or activities on the premises. Onsite signs do not include signs erected by the outdoor advertising industry in the conduct of the outdoor advertising business.~~

~~*Sign, off site*—A sign other than an on-site sign.~~

~~*Site Plan*—A plan that outlines the use and development of any tract of land.~~

~~*Sleeping Unit*—A room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or *kitchen* facilities, but not both. Such rooms and spaces that are also part of a *dwelling unit* are not sleeping units.~~

~~*Special exception*—A special exception is a use that would not be appropriate generally or without restriction throughout the zoning division or district, but which, if controlled as to number, area, location or relation to the neighborhood, would promote the health, safety, welfare, morals, order, comfort, convenience, appearance, prosperity or general welfare. Such uses may be permitted in such zoning division or district as special exceptions, if specific provision for such special exceptions is made in this zoning ordinance.~~

~~*Story*—That portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost *story* shall be that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above. If the finished floor level directly above a usable *grade* as define herein for more than 50 percent of the total perimeter or is more than 12 feet (3658mm) above *grade* as defined herein at any point, such usable or unused under-floor space shall be considered a *story*.~~

~~*Street*—Any thoroughfare or *public way* not less than 16 feet (4877 mm) in width that has been dedicated.~~

~~*Street line*—The right-of-way line of a street.~~

~~*Street, Private*—A right-of-way or *easement* in private ownership, not dedicated or maintained as a public street, that affords the principal means of access to two or more sites.~~

~~*Structure*—Anything constructed or erected with a fixed location on the ground, or attached to something having a fixed location on the ground. Among other things, structures include buildings, mobile homes, walls, fences, billboards and poster boards or panels. That which is built or constructed.~~

~~*Subdivision*—The division of a tract, *lot* or parcel of land into two or more *lots*, *plats*, sites or other divisions of land~~

Tiny House— See Travel Trailer / Recreational Vehicle. A dwelling that is 400 square feet or less in floor area excluding lofts. A portable structure built on a chassis, designed to be used as a temporary dwelling for travel and recreational purposes, having a body width not exceeding eight feet. A vehicle which is self-propelled or designed to be towed by a motor vehicle but is not designed to be used as a permanent dwelling and containing plumbing, heating and electrical systems that can be operated without connection to outside utilities.

Theater—A building used primarily for the presentation of live stage productions, performances or motion pictures.

Travel trailer—A vehicular, recreational vehicle, tiny house, portable structure built on a chassis, designed to be used as a temporary dwelling for travel and recreational purposes, having a body width not exceeding eight feet. A vehicle which is self-propelled or designed to be towed by a motor vehicle but is not designed to be used as a permanent dwelling and containing plumbing, heating and electrical systems that can be operated without connection to outside utilities.

Use—The activity occurring on a lot or parcel for which land or a building is arranged, designed or intended, or for which land or a building is or may be occupied, including all accessory uses.

Use, Change Of—The change within the classified use of a structure or premise.

Use, Nonconforming—A use lawfully occupied a building or land at the time this ordinance became effective, which has been lawfully continued and which does not now conform to the use regulations.

Use, Principal—A use that fulfills a primary function of a household, establishment, institution, or other entity.

Use, Temporary—A use that is authorized by this code to be conducted for a fixed period of time. Temporary uses are characterized by such activities as the sale of agricultural products, contractors' offices and equipment sheds, fireworks, carnivals, flea markets, and garage sales.

~~Variance—A variance is a relaxation of the terms of the zoning ordinance where such variance will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of the actions of the applicant, a literal enforcement of the ordinance would result in unnecessary and undue hardship. As used in this ordinance, a variance is authorized only for height, area and size of structure or size of yards and open spaces; establishment or expansion of a use otherwise prohibited shall not be allowed by variance, nor shall a variance be granted because of the presence of nonconformities in the zoning district or uses in an adjoining zoning district. A deviation from the height, bulk, setback, parking or other dimensional requirements established by this code.~~

~~Yard—The required open space, unoccupied and unobstructed by any structure or portion of a structure, except for accessory buildings as herein permitted, from 48 inches above the general ground level of the graded lot upward; provided, however, that fences, vegetation, walls, poles, posts and other customary yard accessories, ornaments and furniture may be permitted in any yard subject to height limitations and requirements limiting obstruction of visibility. An open, unoccupied space on a lot, other than a court, that is unobstructed from the ground upward by buildings or structures, except as otherwise provided in this code.~~

~~Yard, fFront—An open, unoccupied space on a lot facing a street extending across the front of a lot between the side lot lines and from the main building to the front or street line with the minimum horizontal distance between the street line and the main building line as specified for the district in which it is located. In any required front yard, no fence or wall shall be permitted which materially impedes vision across such yard above the height of 48 inches. In the case of through lots, unless the prevailing front yard pattern on adjoining lots indicates otherwise, front yards shall be provided on all frontages. Where one of the front yards that would normally be required on a through lot is not in keeping with the prevailing yard pattern, the administrative official may waive the requirement for the normal front yard and substitute therefore a special yard requirement which shall not exceed the average of the yards provided on adjacent lots. A yard extending across the full width of the lot, the depth of which is the minimum horizontal distance between the front lot line and a line parallel thereto.~~

In the case of corner lots which do not have reversed frontage, a front yard of the required depth shall be provided in accordance with the prevailing yard pattern and a second front yard of half the depth required generally for front yards in the district shall be provided on the other frontage.

In the case of reversed frontage corner lots, a front yard of the required depth shall be provided on either frontage, and a second front yard of half the depth required generally for front yards in the district shall be provided on the other frontage for the primary structure only.

In the case of corner lots with more than two frontages, the administrative official shall determine the front yard requirements, subject to the following limitations:

In the case of corner lots with more than two frontages, the administrative official shall determine the front yard requirements, subject to the following limitations:

- (1) At least one front yard shall be provided having the full depth required generally in the district;
- (2) No other front yard on such lot shall have less than half the full depth required generally for the primary structure.

Depth of required front yards shall be measured at right angles to a straight line joining the foremost points of the side lot lines. The foremost point of the side lot line, in the case of rounded property corners at street intersections, shall be assumed to be the point at which the side and front lot lines would have met without such rounding. Front and rear front yard lines shall be parallel.

~~*Yard, side*—An open, unoccupied space of spaces on one side or two sides of a main building and on the same lot with the building, situated between the building and a side line of the lot and extending through from the front yard to the rear yard. Any lot line, not the rear line or a front line, shall be deemed a side line.~~

Width of a required side yard shall be measured in such a manner that the yard established is a strip of the minimum width required by district regulations with its inner edge parallel with the side lot line for the determination of placement or construction of principal structures only.

~~*Yard, rear*—An open, unoccupied space, except for accessory buildings as herein permitted, extending across the rear of a lot from one side lot line to the other side lot line, and having a depth between the building and the rear lot line as specified in the district in which the lot is situated. A yard extending across the full width of the lot, the depth of which is the minimum horizontal distance between the rear lot line or ordinary high water line and a line parallel thereto.~~

Depth of a required rear yard shall be measured in such a manner that the yard established is a strip of the minimum width required by district regulations with its inner edge parallel with the rear lot line.

~~*Yard, Side*—An open, unoccupied space on the same lot with the building and between the building line and the side lot line, or to the ordinary high water line.~~

Yard, special—A yard behind any required yard adjacent to a public street, required to perform the same functions as a side or rear yard, but adjacent to a lot line so placed or oriented that neither the term "side yard" nor the term "rear yard" clearly applies. In such cases, the administrative official shall require a yard with minimum dimensions as generally required for a side yard or a rear yard in the district, determining which shall apply by the relation of the portion of the lot on which the yard is to be located to the adjoining lot or lots, with due regard to the orientation and location of structures and buildable areas thereon.

Section 19. Repeal of conflicting ordinances: effective date.

All ordinances, or parts of ordinances, in conflict with this zoning ordinance, or inconsistent with the provisions of this ordinance, are hereby repealed to the extent necessary to give this ordinance full force and effect. This ordinance shall become effective on May 10, 1968.

Section 20. Conditional use permit.

The purpose of this procedure is to provide for review and discretionary approval of uses typically having unusual site development features or unique operating characteristics requiring special consideration so that they may be located, designed, and operated compatibly with uses on surrounding properties and within the city at large. The conditional use permit process is intended to encourage broad public review and evaluation of site development features and operating characteristics and to ensure adequate mitigation of potentially unfavorable impacts. A conditional use would become harmonious or compatible with neighboring uses through the application and maintenance of qualifying conditions.

Conditional use permit applications shall be submitted to the administrative official as provided in this ordinance. It shall be the duty of first the planning and zoning commission to review conditional-use permit applications with a vote of recommendation, denial or adjustments needed before being considered by the City Council Commission. The planning and zoning commission have the authority to recommend conditions and safeguards as deemed necessary to protect and enhance the health, safety, and welfare of the surrounding area. The application shall be accompanied by maps, drawings, or other documentation in support of the request. The granting of a conditional-use permit shall not exempt the applicant from compliance with other relevant provisions of related ordinances.

1. That such use will not, under the specific circumstances of the particular case, be detrimental to the health, safety, or general welfare of the surrounding area and that the proposed use is necessary or desirable and provides a service or facility that contributes to the general wellbeing of the surrounding area.

2. That such use will comply with the regulations and conditions specified in this ordinance and adopted codes for such use.

3. The planning commission or designated person shall itemize, describe or justify, then have recorded and filled in writing, the conditions imposed on the use.

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

Section 20.01 Additional requirements for bed and breakfast uses.

All bed and breakfast use facilities shall be subject to the following additional requirements to those set forth otherwise in the City of Alpine's Ordinances:

- A. Only overnight guests may be served meals except in zones permitting restaurant use. Such meals shall be limited to continental-type breakfast consisting of pastries prepared by a licensed provider, milk, cereal, fruit, fruit juice and coffee unless the facility meets the State of Texas and Brewster County Health Division requirements for commercial food service.
- B. All signs must comply with the city's sign ordinance (Currently Chapter 78 of the Code of Ordinances.)
- C. All bed and breakfast facilities must comply with all State of Texas and City of Alpine building codes for existing or new construction, as applicable, including ADA standards.
- D. Bed and breakfast facilities shall comply with the regulations for fire protection set forth in the appropriate International Construction Codes, the latest version adopted by the city at the time of construction or conversion to bed and breakfast use using the "Lodging and Rooming Houses" regulations.
- E. External lighting ~~shall be shielded from adjoining properties.~~ must meet requirements of the outdoor lighting ordinance.
- F. All functions such as weddings, parties or other gatherings shall be limited to commercial zoning districts.

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

Section 20.02. Bed and breakfast compliance use permit.

- A. All bed and breakfast uses must acquire and maintain a bed and breakfast compliance use permit commencing on mm/dd/yyyy for new uses prior to the issuance of a certificate of occupancy and for existing uses on mm/dd/yyyy. The permit is valid for a two-year period and shall be renewed by the owner for each two-year period.
- B. The permit will be issued pursuant to an application containing the name of the applicant and owner of the property if not the same, the address of the property, a diagram showing the proposed layout of the property use and any other details required such as food service, signs, type of lighting and parking, and any other information required by the city's administrative official to implement the provisions hereof.
- C. For all renewing permits, proof that the City of Alpine Hotel-Motel Tax has been continuously paid as required for the previous period. This requirement may be waived if all reports are on file with the city.
- D. Any evidence required by the city's administrative official that the property complies with all zoning district regulations applicable to the property, and additional requirements for a bed and breakfast as set forth in sections 20.01 and 20.02.
- E. Payment of the fee set forth by the city council in section 20.04.
- F. The permit, or any renewal will be denied or revoked if the above conditions are not complied with and maintained for the permit period. Any person or entity denied a permit or renewal or from whom or from which a permit was revoked may appeal such denial to the district court) following the notice and rules of procedure set forth for the (district court) in this Code of Ordinances.
- G. The ability of the city to deny or revoke the permit shall not prohibit the city from exercising other remedies, such as prosecution for ordinance violation, seeking an injunction or any other remedy available to it.

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

Section. 20.03. Jurisdiction.

The city council shall have jurisdiction with respect to all conditional use permits. The planning and zoning commission shall review and submit a recommendation for approval, amending or denial to the city council on all applications for a conditional use permit. A request for conditional use permit

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

Section 20.04. Application and fee.

- A. Application for a conditional use permit shall be filed with the Administrative Official. The application shall include the following:
 - 1. Name and address of the owner and applicant.
 - 2. Address and legal description of the property.
 - 3. If the applicant is not the legal owner of the property, a signed statement by the owner that the applicant is the authorized agent of the owner of the property.
 - 4. A statement describing the nature and operating characteristics of the proposed use, including any data pertinent to the finding required for approval of the application. For uses involving public assembly or industrial processing, or uses generating potentially high volumes of vehicular traffic, the administrative official may require specific information relative to the anticipated peak loads and peak use periods, relative to industrial standard or substantiating the adequacy of proposed parking, loading and circulation facilities.
 - 5. Site plans, preliminary building elevations, preliminary improvement plans, and such additional maps and drawings, all sufficiently dimensional as required to illustrate the following:

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- a. The date, scale, north point, title, name of owner and name of person preparing the site plan.
 - b. The location and dimensions of boundary lines, with distances and bearings, easements, and required yards and setbacks, water courses, drainage features and location and size of existing and proposed streets and alleys and the 100-year flood plain.
 - c. The location, height, bulk, general appearance, and intended use of existing and proposed buildings on the site, and the approximate location of existing buildings on abutting sites within 50 feet.
 - d. The location of existing and proposed site improvements including parking and loading areas, pedestrian and vehicular access, landscaped areas, utility or service areas, fencing and screening, signs and lighting.
 - e. The location of water courses and drainage features.
 - f. The number of existing and proposed off-street parking and loading spaces, and a calculation of applicable minimum requirements.
 - g. For sites with an average slope greater than ten percent, a plan showing existing and proposed topography and grading and proposed erosion control measures.
 - h. The relationship of the site and the proposed use to surrounding uses, including pedestrian and vehicular circulation, current use of nearby parcels, and any proposed off-site improvements to be made.
- B. An application for a conditional use permit shall be accompanied by a fee set forth by the city council in the amount of \$350.00.

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

Section 20.05. Concurrent applications.

Application for a conditional use permit and for rezoning for the same property may be made concurrently, subject to the fee applicable for a rezoning and conditional use permit.

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

Section 20.06. Public hearing.

Within 60 days after filing of a completed application, the planning and zoning commission shall hold a public hearing on such application for a conditional use permit. Notice shall be given as prescribed in section 20.17. At the public hearing, the planning and zoning commission shall review the application and shall receive pertinent evidence concerning the proposed use and the proposed conditions under which it would be operated or maintained, particularly with respect to the findings prescribed in section 20.07.

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

Section 20.07. Recommendation of the administrative official.

The administrative official shall review each application and shall prepare a recommendation thereon which shall be filed with the planning and zoning commission and made available to the applicant at least five days prior to the public hearing.

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

Section 20.08. Action by the planning and zoning commission.

The planning and zoning commission shall act on the application within 20 days following the closing of the public hearing. The planning and zoning commission shall determine whether, in its opinion, the request is consistent with the objectives of these regulations and with the comprehensive plan, and shall recommend to the city council that the conditional use permit be enacted, enacted in modified form or be denied.

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

Section 20.09. Review and evaluation criteria.

The planning and zoning commission and city council shall review and evaluate conditional use permit applications using the following criteria:

1. Conformance with applicable regulations and standards established by the zoning regulations.
2. Compatibility with existing or permitted uses on abutting sites, in terms of building height, bulk and scale, setbacks and open spaces, landscaping and site development, access and circulation features.
3. Potentially unfavorable affects or impacts on other existing or permitted uses on abutting sites, to the extent such impacts exceed those which reasonably may result from use of the site for a permitted use.
4. Modifications to the site plan which would result in increased compatibility, would mitigate potentially unfavorable impacts, would be necessary to conform to applicable regulations and standards and would protect the public health, safety, and general welfare.
5. Safety and convenience of vehicular and pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonable and anticipated in the area; existing zoning and land uses in the area.
6. Protection of persons and property from erosion, flood or water damage, fire, noise, glare and similar hazards and impacts.
7. Location, lighting, and type of signs; the relation of signs to traffic control and adverse effect of signs on adjacent properties.
8. Adequacy and convenience of off-street parking and loading facilities.
9. Determination that the proposed use is in accordance with the objectives of these zoning regulations and the purposes of the zone in which the site is located.
10. ~~Determination that the proposed use will comply with each of the applicable provisions of these zoning regulations.~~ The request is consistent with all applicable provisions of the comprehensive zoning plan.
11. Determination that the proposed use and site development, together with any modifications applicable thereto, will be compatible with existing or permitted uses in the vicinity.
12. Determination that any conditions applicable to approval are the minimum necessary to minimize potentially unfavorable impacts on nearby uses and to ensure compatibility of the proposed use with existing or permitted uses in the same district and the surrounding area.
13. Determination that the proposed use, together with the conditions applicable thereto, will not be detrimental to the public health, safety, or welfare or materially injurious to properties or improvements in the vicinity.

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

Section 20.10. Actions by the city council.

Within 40 days following receipt of the recommendation of the planning and zoning commission, the city council shall hold at least one public hearing on the conditional use permit. Notice shall be given as prescribed section 20.17. Within 20 days following the closing of a public hearing, the city council may grant a conditional use permit as the permit was applied for in a modified form or subject to conditions, or may deny the application. The city council shall notify the applicant of its decision.

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

Section. 20.11. Conditions.

The planning and zoning commission, in considering and determining its recommendation, and the city council, on any request for a conditional use permit, may require from the applicant plans, information, operation data and expert evaluation concerning the location, function and characteristics of any building or use proposed. The city council may, in the interest of the public welfare and to ensure compliance with these regulations, establish conditions of operation, location, arrangement and construction of any use for which a permit is authorized or may allow a variance from property development standards. In authorizing the location of any of these uses listed as conditional use permits, the city council may impose such development standards and safeguards as the conditions and location indicate important to welfare and protection of adjacent property from excessive noise, vibration, dust, smoke, fumes, gas, odor, explosion, glare, offensive view or other undesirable or hazardous conditions. The city council, in approving or conditionally approving a conditional use permit, may set forth in its decision reasonable conditions which will ensure the intent and purposes of the zoning regulations and avoid the creation or detrimental effect upon abutting properties which may include, but not limited to the following:

1. Duration of use;
2. Fences, hedges and walls;
3. Regulation of noise, vibration, odors, etc. Regulation of time for certain activities;
4. Regulation of use or uses;
5. Requiring street, service road or alley dedications and improvements or appropriate bonds;
6. Time period in which the proposed use shall be developed or constructed;
7. Surfacing of parking areas;
8. Special yards, spaces and buffers;
9. Regulation of locations of vehicular ingress and egress; and
10. Including such other conditions that will make possible the development occurs in an orderly and efficient manner, and in conformity with the intent and purposes of applicable ordinances.

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

Section 20.12. Protest provisions.

If the planning and zoning commission has not recommended approval of the conditional use permit request, or if there is a protest against the request signed by the owners of 20 percent of the property immediately adjoining the same and extending 200 feet there from, such request shall not become effective except by the favorable vote of three-fourths of the members of the city council.

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

Section 20.13. Suspension and revocation.

Upon violation of any applicable provision of these regulations or, if granted subject to conditions, upon failure to comply with conditions, a conditional use permit shall be suspended after 30 days written notification to the owner of a use or property subject to a conditional use permit.

A conditional use permit shall be revoked where the applicant fails to comply with conditions imposed by the hearing examiner.

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

Section 20.14. Discontinuance.

A conditional use permit is automatically terminated upon a change in use, upon discontinuance, being defined as non-operation or non-use for 365 successive days. Discontinuance may be, but not required to be, evidenced by termination of utility service, the failure to maintain regular hours of operation, the utilization of the premises for other purposes, abandonment or by other reasonable means.

Upon failure to start construction or establish a use within one year of approval of a conditional use permit.

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

Section 20.15. Prior special permits and covenants.

A use legally established pursuant to a specific use permit prior to the date of adoption of these zoning regulations shall be deemed a pre-existing conditional use and shall be permitted to continue, provided that it is operated and maintained in accord with any conditions prescribed at the time of its establishment.

Alteration or expansion of a pre-existing specific use shall be permitted only upon the granting of a conditional use permit as prescribed in these regulations, provided that alterations not exceeding \$2,500.00 in value as determined by the administrative official, shall be without the granting of a conditional use permit.

A conditional use permit shall be required for the construction of a structure housing a pre-existing use if the structure is destroyed by fire or other calamity, by specific act of God or by the public enemy to an extent greater than 50 percent. The extent of damage or partial destruction shall be based upon the ratio of the estimated cost of restoring the structure to its condition prior to such damage or partial destruction to the estimated cost of duplicating the entire structure as it existed prior thereto. Estimates for this purpose shall be made by or shall be reviewed and approved by the administrative official and shall be based on the minimum cost of construction in compliance with the building code.

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

Section. 20.16. Public notice procedure and fees.

Notice of a public hearing for consideration of a conditional use permit shall be as follows in section 20.17.

Section 20.17. Procedure.

1. Notice of the initial hearing before the planning and zoning commission shall be given by publication of a legal notice in a newspaper of general circulation in Alpine, Texas at least 15 days prior to the date of the hearing.
2. Notice shall be given by mail to the applicant at least ten days prior to the date of the hearing.

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3. Notice shall be given by mail to the owner of each site within 200 feet of the subject property at least ten days prior to the date of the hearing.
 4. At the option of the administrative official, notice may be given by mail to the owner of any site more than 200 feet from the subject property at least ten days prior to the date of the hearing.
 5. At the option of the administrative official, notice may be given by mail to any neighborhood organization having a potential interest in the application.
 6. At the option of the administrative official, notice may be given by posting a notice on or adjacent to the subject property at least ten) days prior to the date of the hearing.
- (Ord. No. 2016-08-02, 9-20-16; Ord. No. 2016-10-03, 11-1-16)

Section 20.18. Fees.

Fees per 20.04 of the Code of Ordinances.

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

Section 20.19. Time of payment.

The fees are due and payable at the time of the initial request or the application and entitle the applicant to consideration only and not affirmative disposition.

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

Section 20.20. Waivers.

The intent of this section is further to ensure that no citizen or group is denied access to due process of law through an inability to pay for such services. When an individual or group requests an action under these regulations for which a fee is required, the city manager is hereby authorized to inquire into hardships which may be caused by this payment of such fees and may instruct that all or part of such fee is to be waived.

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

Section 20.22. Refunds.

The fees established shall be non-refundable to the applicant, unless the request is completely withdrawn before the procedure of notices as set forth in section 20.16 have begun.

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

Section 21. Zoning and rezoning procedures.

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

Section 21.00. Distinction between zoning and rezoning.

Zoning is the initial classification of property as a particular zoning base district. Zoning amends the zoning map to include property that was not previously in the zoning jurisdiction or that was not previously included in the boundaries of a base district.

Rezoning amends the zoning map to change the base district classification of property that was previously zoned.

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

Section 21.01. Initiation of zoning or rezoning.

Zoning or rezoning of property may be initiated by the:

1. Council;
2. Planning and zoning commission;
3. Record owner;
4. Petition of:
 - a. The owners of at least 51 percent of the land, by land area, in the proposed district; or
 - b. At least 51 percent of the owners of individual properties in the proposed district.
 - i. Property owned by the City Of Alpine or other governmental entities shall be fully excluded from the area subject to petition of the owners, except such property may be included in support if it contains structures or features that contribute to the historic character of the district, as determined by the historic landmark commission. The amount of such property to be calculated as supporting shall not exceed one-third of the 51 percent of the land in the proposed district.

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

Section 21.02. Proposed district boundaries must be contiguous.

The boundaries of the districts proposed in a zoning or rezoning application must be contiguous.

The boundaries of the districts proposed in a zoning application may be noncontiguous if the zoning is

- A. C0 as a buffer zone only between residential and commercial used as its intended purpose.
- B. Is in alignment with the Texas Supreme Court established guidelines.
- C. as outlined in the City Comprehensive Zoning Plan

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

Section 21.03 Jurisdiction.

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

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

Section 21.04. Application and fee.

1. Application for a rezone request shall be filed with the administrative official. The application shall include the following:
 - a. Name and address of the owner and applicant.

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- b. Address and legal description of the property.
 2. If the applicant is not the legal owner of the property, a signed statement by the owner that the applicant is the authorized agent of the owner of the property.
 3. An application for a conditional use permit shall be accompanied by a fee set forth by the city council in the amount of \$350.00.

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

Section 21.05. Concurrent applications.

Application for rezoning and a conditional use permit for the same property may be made concurrently, subject to the fee applicable for a rezoning and conditional use permit.

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

Section 21.06. Public hearing.

Within 60 days after filing of a completed application, the planning and zoning commission shall hold a public hearing on such application for a rezone request. Notice shall be given as prescribed in section 21.13. At the public hearing, the planning and zoning commission shall review the application and shall receive pertinent evidence concerning the proposed rezone and proposed conditions, particularly with respect to the findings prescribed in section 21.07.

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

Section 21.07. Recommendation of the administrative official.

The administrative official shall review each application and shall prepare a recommendation thereon which shall be filed with the planning and zoning commission and made available to the applicant at least five days prior to the public hearing.

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

Section 21.08. Action by the planning and zoning commission.

The planning and zoning commission shall act on the application within 20 days following the closing of the public hearing. The planning and zoning commission shall determine whether, in its opinion, the request is consistent with the objectives of these regulations and with the comprehensive plan, and shall recommend to the city council that the rezone request be enacted, or be denied.

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

Section 21.09. Review and evaluation criteria.

The planning and zoning commission and city council shall review and evaluate rezoning request applications using the following criteria:

1. Conformance with applicable regulations and standards established by the zoning regulations.
2. Compatibility with existing or permitted uses on abutting sites, in terms of building height, bulk and scale, setbacks and open spaces, landscaping and site development, access and circulation features.

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3. Potentially unfavorable affects or impacts on other existing or permitted uses on abutting sites, to the extent such impacts exceed those which reasonably may result from use of the site for a permitted use.
 4. Modifications to the zoning map which would result in increased compatibility, would mitigate potentially unfavorable impacts, would be necessary to conform to applicable regulations and standards and would protect the public health, safety, and general welfare.
 5. Safety and convenience of vehicular and pedestrian circulation in the vicinity, including traffic reasonably expected to generated by the proposed rezone request and other uses reasonable and anticipated in the area; as well as existing zoning and land uses in the area.

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

Section 21.10. Actions by the city council.

1. Within 40 days following receipt of the recommendation of the planning and zoning commission, the city council shall hold at least one public hearing on the rezone request. Notice shall be given as prescribed in section 21.13.
2. Unless the council votes to deny a postponement request, a postponement of the public hearing on a zoning or rezoning application is automatically granted on the first request made by each of the following: staff, the applicant, or one interested party in opposition to the application.
3. A postponement request must be written and submitted to the city secretary not later than the seventh day before the scheduled public hearing. The request must specify the reasons for the postponement. The administrative official shall provide a recommendation on the validity of the postponement request.
 - a. The city secretary shall enter an automatic postponement in the minutes with a notation of the identity of the party requesting the postponement.
 - b. Unless otherwise approved by council, an interested party is limited to one postponement for a period of not more than 60 days from the date of the scheduled public hearing.
 - c. The council shall set the time and date of the new hearing at the time a postponement is granted.
5. Within 20 days following the closing of a public hearing, the city council may grant a Rezone as the application was applied for, or may deny the application. The city secretary shall notify the applicant of its decision.

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

Section 21.11. Protest provisions.

If the planning and zoning commission has not recommended approval of the rezoning request, or if there is a protest against the request signed by the owners of 20 percent of the property immediately adjoining the same and extending 200 feet there from, such request shall not become effective except by the favorable vote of three-fourths of the members of the city council.

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

Section 21.12. Public notice procedure and fees.

Notice of a public hearing for consideration of a Conditional Use Permit shall be as follows below.

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

Section 21.13. Procedure.

1. Notice of the initial hearing before the planning and zoning commission shall be given by publication of a legal notice in a newspaper of general circulation in Alpine, Texas at least 15 days prior to the date of the hearing.
2. Notice shall be given by mail to the applicant at least ten days prior to the date of the hearing.
3. Notice shall be given by mail to the owner of each site within 200 feet of the subject property at least ten days prior to the date of the hearing.
4. At the option of the building official, notice may be given by mail to the owner of any site more than 200 feet from the subject property at least ten days prior to the date of the hearing.
5. At the option of the building official, notice may be given by mail to any neighborhood organization having a potential interest in the application.
6. At the option of the building official, notice may be given by posting a notice on or adjacent to the subject property at least ten days prior to the date of the hearing.

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

Section 21.14. Waivers.

The intent of this section is further to ensure that no citizen or group is denied access to due process of law through an inability to pay for such services. When an individual or group requests an action under these regulations for which a fee is required, the City Manager is hereby authorized to inquire into hardships which may be caused by this payment of such fees and may instruct that all or part of such fee is to be waived.

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

Section 21.15. Refunds.

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

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

SCHEDULE OF DISTRICTS

Section I. Establishment of districts.

In order to regulate and restrict the locations of trades and industries and the location of buildings erected or altered for specified uses, and to regulate and limit the height and bulk of the buildings hereafter erected or altered, to regulate and determine the area of yards and other open spaces, and to regulate and limit the density of population, the City of Alpine is hereby divided into districts, of which there shall be nine known as:

"R-1"—One-Family District

"R-2"—Multi-Family District

"R-3"—Apartment District

"R-4"—~~Mobile Home District~~ Mixed Residential District

"C-1"—Neighborhood Commercial District

"C-1A"—Neighborhood Commercial District

"C-2"—Business District

"C-0"—Office Services District

"M-1"—Industrial District

The districts aforesaid and the boundaries of such districts are shown upon the map accompanying and a part of this ordinance, being designated as "Official Zoning Map," and said map and all the notations, references and other information shown thereon shall be as much a part of this ordinance as if the matters and information set forth by said map were all fully described herein.

Section II. "R-1"—One-family district.

- A. This zone is intended to provide for low density living. In the R-1 district, no building or land shall be used and no building shall hereafter be erected or structurally altered, unless otherwise provided in this ordinance, except as described by the following:

Single-family residential (detached)

Local utility service

- B. Uses permitted subject to conditional use permit. The following uses may be permitted, ~~some~~all subject to a conditional use permit as provided in Section 20:

Bed and breakfast, VRBO

Day care services

Educational facilities*

Home occupations subject to approval of home occupation application provisions***

Libraries, museums

Municipal buildings, other city installations

Park**

Religious assembly

*School, public or private, having a curriculum equal to a public elementary, high school or institution of higher learning.

**Public parks, playgrounds, golf courses (except miniature), public and community buildings.

***Excluding retail sales and retail sale or service of food in any form.

- C. Each site in the R-1 district shall be subject to the following site development regulations:

Feature	Regulations
Lot size <u>minimum</u>	<u>5,000</u> 7,000 square feet minimum
Lot width <u>minimum</u>	50 feet
Height <u>maximum</u>	2½ stories or 35 feet
Front yard <u>minimum</u>	25 ft*
Street side yard <u>minimum</u>	12 feet 6 inches*
Interior side yard <u>minimum</u>	5 feet*
Rear yard	25% of depth or not < 25 feet <u>10 % of depth or not < 15 feet</u>

Residential density	One <u>primary dwelling unit</u> per lot, not to include accessory structures
Minimum dwelling areas (Footprint of Home)	1000 Sq Ft
Maximum building coverage	40% primary structure
Maximum impervious coverage	49% all structures
Nonconforming uses	Section 4
Special yard regulations	Section VIII
Fences, walls and visibility	Section 6
Parking	<u>2</u> 1 -Off street minimum per dwelling unit
Temporary/accessory building or structures	≤ 40% of required rear yard <u>not to exceed height or bulk of primary structure</u>
Home occupations	Section 20 Section 8
<u>Carports</u>	≤ 40% of required front/side/rear yard <u>not to exceed height or bulk of primary structure</u>

*No window sills, belt courses, cornices, and other architectural features will project within the setbacks stated above.

D. Modular home specifications:

- (1) Modular homes must have a certified seal is set by the manufacturing housing standards classifying homes as "modular homes".
- (2) All modular homes shall have the appearances and foundation structure of a site built home.
 - a. Masonite, hardy board, wood, brick or stucco types of siding shall be permissible. No type of crib walls for underpinning are allowed.
 - b. Under floor venting shall be installed as required in the ~~2012~~ adopted International Residential Code.
 - c. Foundation footings shall comply with minimum of 12-inch width and 12-inch depth unless certain soil types require more footing depth or width.
 - d. All exterior wall shall be supported on a continuous solid concrete footing placed on undisturbed soil with a stem wall of concrete or grouted masonry block (8x8x16) containing vertical #3 or #4 rebar, every four feet on center.
 - e. There shall be an exterior masonry (block) stem wall filled with concrete at every vertical rebar riser with the appropriate concrete anchor system installed. All exterior stem wall blocking on the last coarse shall be filled with concrete to form a bond beam. Column footings, pier pads must be 24-inch width, 24- inch length and 12- inch depth with #4 rebar with a 12-inch center grid. Blocking for pier pads shall be at least an 8x8x16 inch concrete block mortared or grouted into place with vertical rebar extending from the pier pad into the block courses.
 - f. All modular homes after completion shall have backfill material placed around the perimeter to facilitate drainage of water away from the building with a minimum fall of six inches within ten feet.

(Ord. No. 2023-12-02, § I(Exh. A), 1-2-24)

Section III. "R-2"—Multi-family district.

- A. This zone is intended to provide for medium density living. ~~,for example, with not more than one (two bedroom) dwelling unit permitted for each 3,500 square feet of lot area. (See Site Development Regulations).~~ Additional uses necessary and incidental to multiple family residential dwellings are also permitted.
- B. Principal permitted uses:

Duplex

Local utility service

~~Group Residential*~~

R-1 single-family residential

Townhouses

~~*Two separate single-family structures on one lot.~~

The following uses may be permitted, ~~some~~ all subject to a conditional use permit as provided in Section 20.

Bed and breakfast, VRBO

Day care services

Educational facilities*

Home occupations subject to approval of home occupation application provisions***

Libraries, museums

Municipal buildings, other city installations

Park**

Religious assembly

*, **, *** same as stated in R-1.

- C. Each site in the R-2 district shall be subject to the following site development regulations for duplex or townhouses:

Feature	Regulation
Lot size <u>minimum</u>	<u>5,000</u> 7,000 square feet
Lot width <u>minimum</u>	50 feet
Height <u>maximum</u>	2½ stories or 35 feet
Front yard <u>minimum</u>	25 feet*
Street side yard <u>minimum</u>	12 feet 6 inches*
Interior side yard <u>minimum</u>	5 feet*
Rear yard	20% of depth or not < 20 feet <u>10 % of depth or not < 15 feet</u>
Minimum dwelling areas (living area only)	750 square feet (per dwelling unit)
Residential density	Minimum site area per dwelling units: 1 Bedroom — 3,000 square feet 2 Bedroom — 3,500 square feet
Maximum impervious coverage	49% all structures <u>58% all structures</u>
Maximum building coverage	32% of allotted space per unit <u>40% primary structure</u>
Nonconforming Uses	Section 4
Special yard regulations	Section VIII
Fences, walls and visibility	Section 6
Parking	Off street, 1 per unit minimum <u>2 Off street minimum per dwelling unit</u>
Temporary/accessory building <u>or structures</u>	≤ 40% of required rear yard <u>not to exceed height or bulk of primary structure</u>
Home occupations	Section 20 <u>Section 8</u>

<u>Carpports</u>	<u>≤ 40% of required front/side/rear yard not to exceed height or bulk of primary structure</u>
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*No window sills, belt courses, cornices, and other architectural features will project within the setbacks stated above.

Section IV. "R-3"—Apartment district.

- A. This zone is intended to provide for higher density living, ~~for example, with not more than one (two bedroom) dwelling unit permitted for each 3,500 square feet of lot area.~~ Additional uses necessary and incidental to multiple family residential dwellings are also permitted. It is a zone well suited as a buffer between single family uses and other more intense uses. This zone is typically associated with the medium density residential land use category, but is not allowed within other land use categories.

Principal permitted uses. Buildings, structures and lands shall be used, and buildings and structures shall hereinafter be erected, altered or enlarged only for the following uses:

Apartment houses
 Local utility service
 Multiple family dwellings
 R-1 single-family residential
 R-2 Duplex
 R-2 group residential*
 R-2 townhouses

 *Same as stated in R-2.

- B. Uses permitted subject to conditional use permit. The following uses may be permitted subject to a conditional use permit as provided in Section 20.

Bed and breakfast, VRBO
 Day care services
 Educational facilities*
 Home occupations subject to approval of home occupation application provisions***
 Libraries, museums
 Municipal buildings, other city installations
 Religious assembly

 *, *** Same as stated in R-1.

- C. Each site in the R-3 district shall be subject to the following site development regulations:

Feature	Regulation
Lot size <u>minimum</u>	<u>5,000-7,000</u> square feet
Lot width <u>minimum</u>	50 feet
Height <u>maximum</u>	3 stories or ≤ 45 feet
Front yard <u>minimum</u>	25 feet*
Street side yard <u>minimum</u>	<u>≤ 2 stories same as R-1, > 2 stories additional 1 foot*</u> <u>Must Meet IBC/IRC Code requirements</u>

Interior side yard <u>minimum</u>	≤ 2 stories same as R-1, > 2 stories additional 1-foot* Must Meet IBC/IRC Code requirements
Rear yard	20% of depth or not < 20 feet 10 % of depth or not < 10 feet
One-family	4,000 square feet
Two-family	5,000 square feet
> two families	± 500 square feet per family
Maximum impervious coverage	Interior lot 55%, corner lot 46%
Maximum building coverage	Interior lot 45%, corner lot 40%
Nonconforming uses	Section 4
Site development regulations	R-3 apartment use requires submittal of architectural plans.
Special yard regulations	Section VIII
Fences, walls and visibility	Section 6
Parking	Off street, <u>1 2</u> per dwelling unit minimum
Home occupations	Section 20 Section 8

*No window sills, belt courses, cornices, and other architectural features will project within the setbacks stated above.

Section IV-A. "R-4"—~~Mobile home~~ Mixed Residential district.

- A. This zone is intended to provide homes with a smaller footprint and offer more affordable housing including manufactured units in one or more modules at a site other than the home site. Additional uses necessary and incidental to the operation of a residential dwelling are also permitted. This zone is typically associated with the low and medium density residential land use category and is not permitted in other land use categories.

Principal permitted uses. Buildings, structures and lands shall be used and structures shall hereinafter be erected, altered, or enlarged only for the following uses:

HUD Code manufactured homes**

Local utility service

R-1 Single-family residential

R-2 Duplex

Group Residential**

R-2 Group Residential*

R-2 Townhouses

Casita Style Housing

*Same as stated in R-2.

**Two separate single-family structures on one lot.

**HUD Code manufactured home compliance: Certificate of occupancy shall not be issued until compliance with the Texas Department of Housing and Community Affairs/Manufactured housing Division: Administrative Rules of the Texas Department of Housing and Community Affairs 10 Texas Administrative Code, Chapter 80.

- B. Uses permitted subject to conditional use permit. The following uses may be permitted subject to a conditional use permit as provided in Section 20.

Bed and Breakfast, VRBO

Day care services

Home occupations subject to approval of home occupation application provisions***

New concept housing****

Religious assembly

***Same as stated in R-1.

****housing built with non-standard building practices such as: connex containers, rammed earth, papercrete, hay bail, and those not specifically addressed in the building code.

Each lot in the R-4 district shall be subject to the following site development regulations for manufactured homes:

Feature	Regulation
Lot size	5,000 7,000 square feet
Lot width	50 feet
Height	1 story
Front yard	20 feet*
Street side yard	12 feet 6 inches*
Interior side yard	5 feet*
Rear yard	48% or ≤ 25 feet 10 % of depth or not < 15 feet
Residential density	1 mobile manufactured home per lot
Minimum dwelling area	850 square feet
Maximum impervious area	56% all structures 49% all structures
Nonconforming uses	Section 4
Special yard regulations	Section VIII
Fences, walls and visibility	Section 6
Parking	Off street, 2 1 per unit minimum
Home occupations	Section 20
Manufactured home skirting	Required within 90 days of occupancy**
Temporary/accessory building or structures	≤ 40% of required rear yard not to exceed height or bulk of primary structure
Carports	≤ 40% of required front/side/rear yard not to exceed height or bulk of primary structure

*No window sills, belt courses, cornices, and other architectural features will project within the setbacks stated above.

**All mobile homes and prefabricated units shall be skirted on all four sides with a material that is compatible in strength and decor with the main structure.

Each lot in the R-4 district shall be subject to the following site development regulations for Casita style housing:

Feature	Regulation
<u>Lot size</u>	<u>5,000 square feet</u>
<u>Lot width</u>	<u>50 feet</u>
<u>Height</u>	<u>2 stories or 35 feet</u>
<u>Front yard</u>	<u>20 feet*</u>
<u>Street side yard</u>	<u>12 feet 6 inches*</u>
<u>Interior side yard</u>	<u>5 feet*</u>

<u>Rear yard</u>	<u>10 % of depth or not < 15 feet</u>
<u>Residential density</u>	<u>2 Casita style Homes per lot</u>
<u>Minimum dwelling area</u>	<u>500 square feet</u>
<u>Maximum impervious area</u>	<u>56% all structures</u>
<u>Nonconforming uses</u>	<u>Section 4</u>
<u>Special yard regulations</u>	<u>Section VIII</u>
<u>Fences, walls and visibility</u>	<u>Section 6</u>
<u>Parking</u>	<u>Off street, 2 per unit minimum</u>
<u>Home occupations</u>	<u>Section 20 Section 8</u>
<u>Temporary/accessory building</u>	<u>≤ 40% of required rear yard not to exceed height or bulk of primary structure</u>
<u>Carports</u>	<u>≤ 40% of required front/side/rear yard not to exceed height or bulk of primary structure</u>

C. Casitas must be built to the adopted Code requirements. Casitas are considered single family homes with a smaller footprint. They must be built on a permanent foundation (not moveable). The Modular home specifications requirements found in the R-1 section (D) applies to this type of housing.

Section V. "C-1"—Neighborhood commercial district.

- A. This zone is intended to provide for the establishment of restricted commercial facilities, to serve the conveniences and needs of the immediate neighborhood and must be compatible with the residential character and environment of the neighborhood. These uses generally result in limited traffic generation.

Principal permitted uses. Building, structures and lands shall be used, and buildings and structures shall hereinafter be erected, altered or enlarged only for the following:

Automatic laundry
Automobile parking lots
Bakery employing not more than five persons
Bank
Barber and beauty shops
Billiard or pool hall
Cafeteria
Cleaning and pressing shops
Clinic
Drug Store
Filling station
Florist shops
Grocery
Ice retail distributing, no manufacture
Mortuaries
Motel and tourist courts
Moving picture theater, not drive-in
Office

~~R-1 single family residential~~

R-2 multi-family residential

R-3 Apartment District

Radio repair and sales

Radio studio

Real estate office

Restaurant, bars and taverns

Shoe repair

Stores and shops for custom work of the making of articles to be sold at retail on the premises only.

Stores and shops for retail only

Studio (art, music, photography)

Taxidermy

Washateria

Any other retail use provided such use is not noxious or offensive by reason of the emission of odors, soot, dust, noise, gas, fumes of vibration, but excluding such uses as are enumerated in the business and industrial districts.

~~*None of these stores or uses shall be open for business before 7:00 a.m. a.m. nor 12:00 p.m., on any day of the week,--~~ Prohibited: None of the uses shall be open for business from 12:00 a.m. (Midnight) on any given day until 7:00 a.m. the following day on any business or use adjacent to a residentially zoned property, except by special permit of the city council

- B. Each site in the C-1 district shall be subject to the following site development regulations:

Feature	Regulation
Lot size	5,000 -7,000 square feet
Lot width	50 ft
Height	2½ stories or 35 feet
Front yard	25 feet*
Street side yard	12 feet 6 inches*
Interior side yard	5 feet*
Rear yard	10 % of depth or not < 15 feet
Maximum impervious coverage	N/A
Maximum building coverage	N/A
Nonconforming uses	Section 4
Special yard regulations	Section VIII
Fences, walls and visibility	Section 6
Parking	1 space for each 400 square feet, 1 additional space for each 1,000 square feet above first floor
Signs	Sign Ordinance

*No window sills, belt courses, cornices, and other architectural features will project within the setbacks stated above

Section Va. "C-1A"—Neighborhood commercial district.

- A. Principal permitted uses. Building, structures and lands shall be used, and buildings and structures shall hereinafter be erected, altered or enlarged only for the following:

Automatic laundry

Automobile parking lots

Bakery employing not more than five persons

Bank

Barber and beauty shops

Billiard or pool hall

Cafeteria

Campground

Clinic

Cleaning and pressing shops

Drug store

Filling station

Florist shops

Grocery

Ice retail distributing, no manufacture

~~Manufactured housing, manufactured housing park, and recreational vehicle parks~~

Mortuaries

Motel and tourist courts

Moving picture theater, not drive-in

Office

~~R-1 single-family residential~~

R-2 multi-family residential

R-3 Apartment District

~~R-4 mobile-home district~~

Radio repair and sales

Real estate office

Recreational vehicle park

Restaurant and taverns

Radio studio

Shoe repair

Stores and shops for retail only

Stores and shops for custom work of the making of articles to be sold at retail on the premises only.

Studio (art, music, photography)

Washateria

Any other retail use provided such use is not noxious or offensive by reason of the emission of odors, soot, dust, noise, gas, fumes of vibration, but excluding such uses as are enumerated in the business and industrial districts.

- B. Each site not used for ~~manufactured housing park or~~ recreational vehicle park in the C-1A district shall be subject to the following site development regulations:

Feature	Regulation
Lot size	5,000-7,000 square feet
Lot width	50 feet
Height	2½ stories or 35 feet
Front yard	25 feet*
Street side yard	12 feet 6 inches*
Interior side yard	5 feet*
Rear yard	10 % of depth or not < 15 feet
Maximum impervious coverage	N/A
Maximum building coverage	N/A
Nonconforming uses	Section 4
Special yard regulations	Section VIII
Fences, walls and visibility	Section 6
Parking	1 space for each 400 square feet, 1 additional space for each 1,000 square feet above first floor <u>and/or to the adopted Code requirements</u>
Signs	Sign Ordinance

- ~~C. — Each manufactured home park in the C-1A district shall be subject to the following site development regulations:~~

Feature	Regulation
Site area	1-acre minimum
Minimum site density	6-space minimum
Individual site area	5,376 square feet
Manufactured home space width	42 feet
Depth	128 feet
Front yard	20 feet*
Street side yard	≥ 10 feet
Interior side yard	5 feet*
Rear yard	15 feet
Driveway Requirement	Homes shall abut driveway not < 12 feet in width, which shall have unobstructed access to a public street. Entrances and exits to a public street or highway must meet approval of the city.
Height	1 story
Fire protection	No open fires
Parking	1 off-street per unit
Fences, walls and visibility	Section 6
Open space requirements	10% of the total park area for active and passive recreation
Skirting	Required within 90 days of occupancy* **

~~*All mobile homes and prefabricated units shall be skirted on all four sides with a material that is compatible in strength and decor with the main structure.~~

~~**HUD Code Manufactured Home Compliance: Certificate of Occupancy shall not be issued until compliance with the Texas Department of Housing and Community Affairs/Manufactured housing Division: Administrative Rules of the Texas Department of Housing and Community Affairs 10 Texas Administrative Code, Chapter 80.~~

D. ~~Register of occupants.~~ It shall be the duty of each licensee under the provisions of the article to keep a register containing a record of all manufactured housing owners and occupants located within the manufactured housing park. The register shall contain the following information:

- ~~1. The name and address of each manufactured housing occupant.~~
- ~~2. The license number and owner of each manufactured housing.~~

~~The park shall keep the registration available for inspection at all times by law enforcement officials, public health officials and other officials whose duties necessitate acquisition of the information contained in the register. The register records shall not be destroyed from a period of three years following the date of registration.~~

E. ~~Supervision.~~ A responsible attendant or care taker, owner or operator shall be in charge of a park at all times to keep the manufactured housing park, its facilities and equipment in a clean orderly and sanitary condition. The attendant or caretaker, owner or operator shall be responsible, with the licenses, for any violation of the provisions of this article.

F. ~~Required.~~ It shall be unlawful for any person to maintain or operate a manufactured housing park within the limits of the city unless such person shall first obtain a license.

G. ~~Application.~~ Application for a manufactured housing park license shall be filed with the administrative official. The application and all accompanying plans and specifications shall be in writing, signed by the applicant and shall include the following:

- ~~1. The name and address of the applicant.~~
- ~~2. The location and legal description of the manufactured housing park.~~
- ~~3. A complete plan of the park showing compliance with the requirements of this article.~~
- ~~4. Plans and specifications of all building and other improvements constructed or to be constructed within the manufactured housing park.~~
- ~~5. A fee for application and license of \$500.00.~~

H. ~~Application of nonconforming mobile home space.~~ Upon a written application of the owner, a legal nonconforming manufactured housing space as defined herein may be registered as such. Such application shall contain a site plan. If the city official is satisfied with the correctness of the information contained therein, the administrative official shall register such space(s) as legal nonconforming manufactured housing spaces and a record of such registration shall be maintained in the planning and inspection department. Upon making a determination of the accuracy of the information contained therein, the administrative official is authorized and directed to place or cause to be placed upon every manufactured housing occupying legal nonconforming space as of the date of such determination, a weather resistant sticker containing such information as is deemed necessary by the administrative official for proper enforcement.

I. ~~Registration period, applicable provisions.~~ Any person owning a manufactured housing park having therein a manufactured housing space(s) in existence, as evidence by utility hookups, on the effective date of this chapter shall have a period of six months from such date to register such space or spaces and have same designated as legal nonconforming spaces. The failure to timely file a completed application for such designation will result in the loss of any nonconforming rights.

J. ~~Newly annexed territory, applicable provisions.~~ With regard to any newly annexed territory, the owners of any manufactured housing spaces contained therein shall have a period of six months from the date annexation is completed to apply for registration as a legal nonconforming space.

- ~~K. — *Transfer of ownership to legal nonconforming space.* The designated legal nonconforming space shall run with the land and the transfer of ownership in property so designated shall in no way work to terminate the noneonforming status of such property. Provided however, when an individual owning a registered legal noneonforming manufactured housing space transfers ownership in the same by any means, notice shall be given to the administrative official within six months after the title thereto is transferred.~~
- ~~L. — *Nonconforming space coverage.* No more than 50 percent of the total square footage of any legal noneonforming manufactured housing space may be covered by any manufactured housing placed thereon. The total floor area excluding the hitch shall be used in the computation of space coverage.~~
- ~~M. — *Violation; penalty; additional remedy.* A person who violates this chapter is guilty of a separate offense for each day or portion of a day on which the violation is committed, and each offense is punishable at \$100.00 a day. A person violating any provision of this chapter may be enjoined by a suit filed by the city in a court of competent jurisdiction, and this remedy is in addition to any other penalty provision.~~
- ~~C.-N.~~ Each recreational vehicle park in the C-1A district shall be subject to the following site development regulations:

Feature	Regulation
Site area	1 acre minimum
Maximum site density	30-space maximum per acre
Individual site area	1,250 square feet
Recreational vehicle space width	25 feet
Depth	50 feet
Fences, walls and visibility	Section 6
Open space requirements	10% of the total park area for active and passive recreation
Fire protection	No open fires
Driveway requirement	Homes Each recreational vehicle shall abut to a driveway not < 12 feet in width, which shall have unobstructed access to a public street. Entrances and exits to a public street or highway must meet approval of the city.

- ~~D.-O.~~ *Water supply.* An adequate supply of pure water for drinking and domestic purposes shall be supplied to meet the requirements of the park including backflow protection.
- ~~E.-P.~~ *Sewage; waste disposal.* Each R.V. space shall be provided with a trapped sewer and individual clean-out at least three inches in diameter, which shall be connected to receive the R.V. facilities.
- ~~F.-Q.~~ *Sanitation facilities in parks allowing temporary overnight parking.* Each park that allows temporary overnight parking shall be provided with toilets, baths or showers, shop sinks, and other sanitation facilities which shall conform to the following requirements:
- ~~1. The toilet and other sanitation facilities for males and females shall either be in separate buildings or shall be separated, if in the same building, by a soundproof wall.~~
 - ~~2. Toilet facilities for males shall consist of not less than one flush toilet and one urinal for every 15 dependent R.V.'s, one shower or bathtub with individual dressing accommodations for every ten dependent R.V.'s and one lavatory for every ten dependent R.V.'s.~~
 - ~~3. Toilet facilities for females shall consist of not less than one flush toilet for every ten dependent R.V.'s, one shower or bathtub with individual dressing accommodations for every ten dependent R.V.'s, and one lavatory for every ten dependent R.V.'s.~~
 - ~~4. Each toilet and each shower or bathtub with individual dressing accommodation and handicap accessibility shall be in a private compartment.~~

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- ~~1.-5.~~ Service buildings housing the toilet facilities shall be permanent structures complying with all applicable laws and statutes regulating buildings, electrical installations and plumbing and sanitation systems.
 - ~~2.-6.~~ Service buildings housing the toilet facilities shall be located not closer than ten feet nor farther than 300 feet from any R.V.s.
 - ~~3.-7.~~ The service buildings shall be ~~lighted~~ illuminated at all times of the day and night, shall be well ventilated with screened openings, shall be constructed of such moisture proof material and shall be maintained at a temperature of at least 68 degrees Fahrenheit. The floors of the service buildings shall be of water impervious material.
 - ~~4.-8.~~ All services buildings and the grounds of the park shall be maintained in a clean, ~~slightly~~ sightly condition and kept free of any condition that will menace the health of any occupant or the public or constitute a nuisance.

~~G. R.~~ *Register of occupants.* It shall be the duty of each licensee under the provisions of the article to keep a register containing a record of all R.V. owners and occupants located within the R.V.'s park. The register shall contain the following information:

1. The name and address of each R.V. owner or occupant.
2. The license number and owner of each R.V.

The park shall keep the registration available for inspection at all times by law enforcement officials, public health officials and other officials whose duties necessitate acquisition of the information contained in the register. The register records shall not be destroyed for a period of three years following the date of registration.

~~H. S.~~ *Supervision.* A responsible attendant or care taker, owner or operator shall be in charge of a park at all times to keep the R.V. park, its facilities and equipment in a clean, orderly and sanitary condition. The attendant shall be answerable, with the licenses, for any violation of the provisions of this article.

~~I. T.~~ *Required.* It shall be unlawful for any person to maintain or operate a R.V. park within the limits of the city unless such person shall obtain a license.

~~J. U.~~ *Application.* ~~Application for a R.V. park license shall be filed with the administrative official. The application and all accompanying plans and specifications shall be in writing, signed by the applicant and shall include the following:~~

- ~~1. — The name and address of the applicant.~~
- ~~2. — The location and legal description of the R.V. park.~~
- ~~3. — A complete plan of the park showing compliance with the requirements of this article.~~
- ~~4. — Plans and specifications of all building and other improvements constructed or to be constructed within the R.V. park.~~
- ~~5. — A fee for application and license of \$500.00.~~

Certificate of Occupancy. Recreational Vehicle parks shall obtain a Certificate of Occupancy issued by the Building Services Department filed with the City of Alpine.

~~K. V.~~ *Application of nonconforming space.* Upon a written application of the owner, a legal nonconforming R.V. park as defined herein may be registered as such. Such application shall contain a site plan. If the city official is satisfied with the correctness of the information contained therein, the building official shall register such R.V. park as legal nonconforming and a record of such registration shall be maintained in the ~~planning and inspection~~ Building Services department.

~~L. W.~~ *Registration* *Certificate of Occupancy period, applicable provisions.* Any person owning an R.V. park having ~~therein~~ an R.V. park space(s) in existence, as evidence by utility hookups, on the effective date of this chapter shall have a period of six months from such date to ~~register such R.V. park~~ obtain a Certificate of Occupancy and have same designated as legal nonconforming spaces. The failure to timely file a completed application for such designation will result in the loss of any nonconforming rights.

M. ~~X.~~ *Newly annexed territory, applicable provisions.* With regard to any newly annexed territory, the owners of any R.V. park contained therein shall have a period of six months from the date annexation is completed to apply for ~~registration~~ Certificate of Occupancy as a legal nonconforming.

~~Y.~~ *Transfer of ownership to legal nonconforming space. The designated legal nonconforming park shall run with the land and the transfer of ownership in property so designated shall in no way work to terminate the nonconforming status of such property. Provided however, when an individual owning a registered legal nonconforming R.V. park transfers ownership in the same by any means, notice shall be given to the administrative official within six months after the title thereto is transferred.*

N. ~~Z.~~ *Violation; penalty; additional remedy.* A person who violates this article is guilty of a separate offense for each day or portion of a day on which the violation is committed, and each offense is punishable at \$100.00 a day. A person violating any provision of this chapter may be enjoined by a suit filed by the city in a court of competent jurisdiction, and this remedy is in addition to any other penalty provision.

Section VI. "C-2"—Business district.

A. Principal permitted uses. Building, structures and lands shall be used, and buildings and structures shall hereinafter be erected, altered or enlarged only for the following uses:

Any use permitted in C-1

Auto repair garage

Automobile, truck and bus service and repairs

Baggage, transfer, storage, and warehouse

Cabinetmaker

Carpenter Shop

Carpet cleaning

Ice manufacture

Lumber yard

Motorcycle repairing

Paint shop

~~R-1 single-family residential~~

R-2 multi-family residential

R 3 Apartment District

Sheet metal shop

Stone monument works, retail only

Storage warehouse

Taxicab storage and repair

Used car lot

Any other retail or wholesale use provided such use is not noxious or offensive by reason of emission of odors, soot, dust, noise or vibrations, not excluding such uses as are enumerated in the industrial district

B. Each site in the C-2 District shall be subject to the following site development regulations:

Feature	Regulation
Lot size	5,000 square feet
Lot width	50 feet
Height	3 stories or 35 feet

Front yard	N/A
Street side yard	N/A
Interior side yard	N/A

Section VI-A. "C-0"—Office services district.

- A. *Purposes of district.* The office services district is designed to permit those business and professional services that serve primarily the nearby residential areas or adjacent retail and commercial establishments. Activity is characterized by a relatively low daily volume of direct customer contact. The regulations of the district are designed to permit the allowed uses while providing protections to adjacent residential development. The district may be located appropriately either as a buffer between residential and more intensive commercial or industrial uses, or as freestanding zone placed for maximum efficiency of service to surrounding residential uses.

Principal permitted uses. Building, structures and lands shall be used, and buildings and structures shall hereinafter be erected, altered or enlarged only for the following uses:

Beauty shop

Dental, medical and optical laboratories.

Health service facilities: Clinics, offices for dentists, doctors and other practitioners of the healing arts licensed or similarly recognized under the laws of the State of Texas

Office, business: Any office in which goods, wares or merchandise are not commercially sold or exchanged

Office, professional: Accountant, architect, engineer, lawyer, surveyor, or realtor.

Offices for specialists in supportive health fields such as physical, audio and speech therapy, physiotherapy, podiatry, and psychological testing and counseling.

R-1 single family ~~residential~~-district

R-2 Two family district

R 3 Apartment District

Studio: for professional work or teaching of any form of commercial or fine arts, photography, music, and drama dance.

Each site in the C-0 district shall be subject to the following site development regulations:

Feature	Regulation
Lot size	5,000-7,000 square feet
Lot width	50 feet
Height	2½ stories or 35 feet
Front yard	25 feet
Street side yard	12 feet 6 inches
Interior side yard	5 feet
Parking	1 off street minimum, 1 for every 400 square feet of commercial use
Site development regulations	Property use category defines site regulations

~~B. — Accessory uses. Any use may be established as an accessory use to any permitted principal use, provided that such accessory use:~~

~~(a) — Is customarily incident to and is maintained and operated as a part of the principal use; and~~

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- ~~(b) Is not hazardous to, and does not impair the use or enjoyment of, the nearby property in greater degree than the principal use with which it is associated; and~~
 - ~~(c) Does not create levels of noise, odors, vibration and lighting, or degrees of traffic congestion, dust or other pollutants, in a greater amount than that customarily created by the principal use; and~~
 - ~~(d) Is located behind the minimum front and side street building setback lines, except that parking areas may extend to the property lines along front and side streets.~~

(Ord. No. 2015-06-02A, 7-16-2015)

Section VII. "M-1"—Industrial district.

- A. *Purposes of district.* M-1 is a manufacturing zone intended for limited manufacturing and limited industrial uses.
- B. *Principal permitted uses.* Building, structures and lands shall be used, and buildings and structures shall hereinafter be erected, altered or enlarged only for the following uses:
 - C-1 neighborhood commercial district*
 - C-2 business district*
 - Assembly plants
 - Automobile painting and reconditioning, body and fender work, and truck or tractor repairing or overhauling when enclosed within solid masonry walls not less than six feet in height.
 - Bakeries, wholesale
 - Bottling plants
 - Breweries and distilleries
 - Cabinet shops and furniture manufacture
 - Canning and packing
 - Canvas product manufacture
 - Cereal factories
 - Cleaning and dyeing plants
 - Cosmetic manufacture
 - Creameries
 - Electroplating
 - Feed and fuel yards when enclosed with solid masonry walls not less than six feet in height
 - Food products manufacture
 - Fruit and vegetable packing plants
 - Garment manufacture
 - Ice and cold storage and manufacture
 - Laboratories, experimental and the like
 - Laundries
 - Machine, welding, and blacksmith shops, excluding the use of equipment producing undue noise or vibration
 - Public utility service yards and electric receiving and transforming stations
 - Radio manufacture and assembly and electric receiving and transforming stations

Rug and carpet cleaning

Storage of goods, materials, liquids and equipment (except the bulk storage of matter or materials such as gasses, or chemical substances which are flammable or explosive, pose a danger to residents, may create dust, toxic, odor or fumes)

Wholesale buildings

- C. *Site development regulations.* Each site in the M-1 district shall be subject to the following site development regulations:

The following uses shall be permitted in the M-1 zone provided site plans are approved by the building official or an approved authority:

Open storage. Not more than 20 percent of the lot or tract may be used for open storage of products, materials or equipment, all of which shall be screened (not visible) from adjoining properties or streets.

- D. *Conditional uses.* The following uses may be permitted, provided they meet the provisions of, and a conditional use permit is issued:

Distilleries

Breweries

Central mixing plants for asphalt, concrete, or other paving materials

Animal kennels with outdoor runs

Automotive rental

Building trades contractor within a completely enclosed building, with storage yard for materials and equipment

- E. *Limitations of uses.* The following uses shall not be permitted within this district:

"High risk or hazardous industrial use" means any industrial use whose operation, involves a much higher than average risk to public health and safety. These uses include but are not limited to facilities where significant amounts of radiation, radioactive materials, highly toxic chemicals, or substances, or highly combustible or explosive materials are present, used, produced, stored, or disposed of. All uses shall not disseminate dust, gases, noxious odors, obnoxious by reason of sound, fumes, smoke, glare, harmful to humans or animals, pose a danger, obnoxious odors, combustible materials, or anything considered high hazard by the adopted code.

- F. *Buffer area regulations.* Whenever the industrial district (M-1) abuts a residentially zoned district, a landscape buffer zone of not less than 25 feet in depth shall be provided from the lot line. No buildings or structures, parking, loading or storage shall occur in the buffer area and such shall be landscaped to provide visual acoustical privacy to adjacent property.

* Excluding residential uses

(Ord. No. 2024-02-02, § I(Exh. A), 2-20-24)

Section VIII. Additional use, height and area regulations and exceptions.

- A. *Use regulations.*** On all existing rights-of-way of railroad companies, regardless of the zoning district in which such rights-of-way are located, railroad tracks and accessories to railroad movement may be constructed or maintained.
- B. *Height and area regulations.* Radio or television towers or necessary mechanical appurtenances, may be erected to a height exceeding in height in accordance with ordinances which may be hereafter adopted by the city only accompanied with a variance approved from the city council.
- C. *Area regulations.* A side yard of not less than 25 feet on the side of the lot adjoining any residential zone (R-1, R-2, R-3 and R-4), shall be provided for all schools, libraries, churches, community houses, clubs and other public or semi-public buildings hereafter erected or structurally altered.

* Excluding residential uses

Feature	Regulation
Lot size	Minimum 5,000 square feet
Lot width	50 feet
Height	3 stories or 35 feet
Front yard	25 feet
Street side yard	15 feet
Interior side yard	a) 25 feet adjacent to residential district b) 10 feet nonresidential district
Rear yard	15 feet
Signs	See sign ordinance
Maximum impervious coverage	85%
Maximum building coverage	Percentage of total lot, 75%

(Ord. No. 2024-02-02, § I(Exh. A), 2-20-24)

Cross reference(s)—Businesses, Ch. 22.

EXHIBIT “A”

EDITOR’S NOTE:

Additions are Underlined. ~~Omissions appear in red Strikethrough Text.~~

The portion of text replaced by the trunkus symbol (***) indicates that the particular portion of the code replaced by the symbol remains unchanged from one section to the next.

Sec. 78-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandoned sign means a sign which no longer identifies or advertises a bona fide business, lessor, service, owner, product or activity, and/or for which no legal owner can be found. A sign structure that has ceased to be used, and the owner intends no longer to have used, for the display of sign copy, or otherwise defined by state law.

Administrator means the code administrator, code enforcement officer, committee or board so designated, or their representative.

Animated sign ~~(see also and note difference from "Changeable sign")~~ means a sign, or display, manifesting either kinetic or illusionary motion occasioned by natural, manual, mechanical, electrical or other means. ~~Animated signs include the following types:~~

- ~~(1)—Naturally energized sign means a sign whose motion is activated by wind or other atmospheric impingement. Wind-driven signs include flags, banners, pennants, streamers, spinners, metallic disks or other similar devices designed to move in the wind.~~
- ~~(2)—Mechanically energized sign means a sign manifesting a repetitious preprogrammed physical movement or rotation in either one or a series of planes activated by means of mechanically-based drives.~~
- ~~(3)—Electrically energized sign means an illuminated sign whose motion or visual impression of motion is activated primarily by electrical means. Electrically energized animated signs are of two types:~~

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- a. ~~*Flashing sign* means an illuminated sign exhibiting a preprogrammed repetitious cyclical interruption of illumination from one or more sources in which the duration of the period of illumination (on phase) is either the same as, or less than, the duration of the period of darkness (off phase), and which the intensity of illumination varies from zero (off) to 100 percent (on during the programmed cycle).~~
- b. ~~*Illusionary movement sign* means an illuminated sign exhibiting the illusion of movement by means of a preprogrammed repetitious sequential switching action in which illuminated elements of the sign are turned on or off to visually simulate the impression of motion characteristic of chasing, running, blinking, oscillating, twinkling, scintillating or expanding and contracting light patterns.~~

A sign employing actual motion or the illusion of motion. Animated signs, which are differentiated from changeable signs as defined and regulated by this code, include the following types:

Electrically activated. Animated signs producing the illusion of movement by means of electronic, electrical or electro-mechanical input and/or illumination capable of stimulating movement through employment of the characteristics of one or both of the classifications noted in items 1 and 2 as follows:

1. Flashing. Animated signs or animated portions of signs where the illumination is characterized by a repetitive cycle in which the period of illumination is either the same as or less than the period of non-illumination. For the purposes of this ordinance, flashing will not be defined as occurring if the cyclical period between on and off phases of illumination exceeds 4 seconds.
2. Patterned illusionary movement. Animated signs or animated portions of signs where the illumination is characterized by simulated movement through sequential activation of various illuminated elements for the purpose of producing repetitive light patterns designed to appear in some form of constant motion.

Environmentally activated. Animated signs or devices motivated by wind, thermal changes or other natural environmental input. Includes spinners, pinwheels, pennant strings, and/or other devices or displays that respond to naturally occurring external motivation.

Mechanically activated. Animated signs characterized by repetitive motion and/or rotation activated by a mechanical system powered by electric motors or other mechanically induced means.

Architectural Projection. Any projection that is not intended for occupancy and extends beyond the face of an exterior wall of a building but that does not include signs as defined herein. See also "*Awning*," "*Backlit Awning*," and "*Canopy, Attached*" and "*Free standing*".

"A" Frame Sandwich board Sign. A frame sandwich board signs, also known as A-frame signs, are a type of freestanding; portable sign that is used to promote businesses and events. They are made up of two panels that are connected by a hinge, which allows the panels to be opened and closed like a book.

Area (see "Sign, area of").

Assembly or meeting room means a room or portion of a building used for gathering together of 50 or more persons for such purpose as deliberation, education, instruction, worship, entertainment or amusement.

Awning means ~~a shelter projecting from, and supported by, the exterior wall of a building, constructed of nonrigid materials on a supporting framework (compare "Marquee").~~ An architectural projection or shelter projecting from and supported by the exterior wall of a building and composed of a covering of rigid or nonrigid materials and/or fabric on a supporting framework that may be either permanent or retractable, including such structures that are internally illuminated by fluorescent or other light sources.

Awning sign ~~means a sign painted on, printed on or attached flat against the surface of an awning.~~ A sign displayed on or attached flat against the surface of an awning. See also "*Wall Or Fascia Sign*."

Back lit awning ~~(see "Electric awning sign").~~ An awning with a translucent covering material and a source of illumination contained within its framework.

Banner A flexible substrate on which a copy or graphic may be displayed.

Banner sign ~~means a sign made of fabric, or any nonrigid material, with no enclosing framework. A sign utilizing a banner as its display surface.~~

Billboard (see "Off-premises sign" and "Outdoor advertising sign").

Building Elevation. The entire side of a building, from ground level to the roofline, as viewed perpendicular to the walls on that side of the building.

Blade sign (see "Ground sign").

Canopy, building, (Attached) ~~means a rigid~~ A multisided overhead structure or architectural projection supported by attachments to a building on one or more sides and either cantilevered from such building or supported by columns at additional points. The surface(s) and/or soffit of an attached canopy may be illuminated by means of internal or external sources of light. ~~covered with fabric, metal or other material, and supported by a building at one or more points or extremities, and by columns or posts embedded in the ground at other points or extremities and may be illuminated by means of internal or external sources (compare "Marquee").~~

Canopy, freestanding, means a ~~rigid~~ multisided overhead structure supported by columns, but not enclosed by walls. The surface(s) and/or soffits of a free-standing canopy ~~covered with fabric, metal or other material, and supported by columns or posts embedded in the ground and~~ may be illuminated by means of internal or external sources.

Canopy sign means a sign affixed or applied to the visible surface(s) of an attached or free-standing canopy. ~~exterior wall facing surface of a building or freestanding canopy.~~

Changeable sign ~~means~~ a sign with the capability of content change by means of manual or remote input, including signs that are: ~~whose informational content can be changed or altered by manual or electric, electro-mechanical or electronic means. Changeable signs include the following types:~~

- (1) *Manually activated Changeable sign* where the message or copy or content can be changed manually. ~~means signs that show alphabetic, pictographic or symbolic informational content and can be changed or altered by manual means.~~
- (2) *Electrically activated Changeable sign* where the message or copy or content can be changed by means remote electronically energized on-off switching combinations of alphabetic or pictographic components arranged on a display surface. Illumination may be integral to the components, such as characterized by lamps or other light emitting devices; or it may be from an external light source designed to reflect off the changeable component display. See also "*Electronic message sign or center.*" ~~means signs whose alphabetic, pictographic or symbolic informational content can be changed or altered on a fixed display surface composed of electrically illuminated or mechanically driven changeable segments and includes the following two types:~~
 - a. ~~Fixed message electronic signs means signs whose basic informational content has been preprogrammed to include only certain types of information projection, such as time, temperature, predictable traffic conditions or other events subject to prior programming.~~
 - b. ~~Computer controlled variable message electronic signs means signs whose informational content can be changed or altered by means of computer driven electronic impulses.~~

City means the City of Alpine and/or any jurisdiction of the city outside the city boundaries, unless the context clearly discloses a contrary intent.

Clear sight triangle means an area enclosed within an isosceles triangle having equal sides of 25 feet with the apex of the triangle at the point where two abutting streets meet.

Clearance (of a sign) means the smallest vertical distance between the grade of the adjacent street, highway or street curb and the lowest point of any sign, including framework and embellishments.

Construction sign means a temporary sign identifying an architect, project, contractor, subcontractor and/or material supplier participating in construction on the property on which the sign is located.

Copy ~~means~~ Those letters, numerals, figures, symbols, logos, and graphic elements comprising the content or message of a sign, excluding numerals identifying a street address only. ~~the graphic content of a sign surface in either permanent or removable letter, pictograph, symbolic or alphabetic form.~~

Development complex sign. A free-standing sign identifying a multiple-occupancy development, such as a shopping center, planned industrial park, that is controlled by a single owner or landlord, approved in accordance with the code.

Directional/information sign Any sign that is designed and erected for the purpose of providing direction and/or orientation for pedestrian or vehicular traffic. ~~means an on-premises sign giving directions, instructions or facility information, and which may contain the name or logo of an establishment but no advertising copy, e.g., parking or exit and entrance signs. Informational signs may contain the name or logo provided that the name or logo may not comprise more than 30 percent of the total sign area, which is three square feet per sign.~~

Double-faced sign ~~means~~ a sign with two faces, ~~essentially~~ back-to-back.

Electric awning sign or back lit awning means an internally illuminated fixed space-frame structure with translucent, flexible, reinforced covering designed in awning form, and with graphics or copy applied to the visible surface of the awning.

Electrical sign Any sign activated or illuminated by means of electrical energy. ~~means a sign or sign structure in which electrical wiring, connections or fixtures are used.~~

Electronic message sign or center ~~(see "Changeable sign, electrically activated").~~ An electrically activated changeable sign where the variable message capacity can be electronically programmed.

Exterior sign. Any sign placed outside a building.

Facade means the entire building front including the parapet.

Face of sign means the area of a sign on which the copy is placed.

Festoons means a string of ribbons, tinsel, tassels, small flags or pinwheels.

Flashing sign (see "Animated sign, electrically energized").

Freestanding sign A sign principally supported by a structure affixed to the ground, and not supported by a building, including signs supported by one or more columns, poles or braces placed in or on the ground. ~~means a sign supported permanently upon the ground by poles or braces and not attached to any building.~~

Frontage (property) ~~means~~ the length of the property line(s) of any ~~one~~ single premises along a public right-of-way or other property on which it borders.

Frontage, building, ~~means~~ the length of an ~~outside~~ exterior building or structure ~~wall on~~ of a single premise along either a public right-of-way or other properties on which it borders.

Government sign means any temporary or permanent sign erected and maintained by the city, county, state or federal government for traffic direction, or for designation of, or direction to any school, hospital, historical site or public service, property or facility.

Grade means the average elevation of the finished ground level at the center of all facades of a building.

Graphic design means any artistic design, portrayal or mural, painted directly on the exterior wall, fence, window or sculpture, or other structure which is visible from any public right-of-way, and which has its artistic purpose visible from any public right-of-way, which has its purpose and effect artistic and not the identification of the premises or the advertisement or promotion of the interest of any person or business. Such graphic design may be subject to a sign permit or building permit and review and approval by the building official or the code enforcement officer.

Ground sign ~~or blade sign means a sign which is anchored to the ground similar to a pylon or freestanding sign, but which has a monolithic or columnar line and which maintains essentially the same contour from grade to top. Height and setbacks are to be the same as for freestanding signs. See "Free-Standing Sign"~~

Height (of a sign) means the vertical distance measured from the highest point of the sign, including decorative embellishments, to the grade of the adjacent street, or the surface grade beneath the sign, whichever is less (compare "Clearance").

~~Identification sign means a sign whose copy is limited to the name and address of a building, institution or person and/or activity or occupation being identified.~~

Illegal sign means a sign which does not meet requirements of this Code and which has not received legal nonconforming status.

~~*Illuminated sign* means a sign with an artificial light source incorporated internally or externally for the purpose of illuminating the sign.~~ A sign characterized by the use of artificial light, either projecting through its surface(s) (internally illuminated); or reflecting off its surface(s) (externally illuminated).

Incidental sign means a small sign less than one square foot, emblem or decal informing the public of goods, facilities or services available on the premises, e.g., a credit card sign.

Interior Sign. Any sign placed within the building, but not including “window signs” as defined by this ordinance. Interior signs, within the exception of window signs as defined, may not be regulated by this ordinance.

Lot means a parcel of land legally defined on a subdivision map recorded with the assessment department or land registry office, or a parcel of land defined by a legal record or survey map.

Low profile sign or *monument sign* means a sign mounted directly to the ground with maximum height not to exceed six feet.

Maintenance means the cleaning, painting, repair or replacement of defective parts of a sign in a manner that does not alter the basic copy, design or structure of the sign.

~~*Mansard* means a sloped roof or roof-like facade architecturally comparable to a building wall.~~ An inclined decorative roof-like projection that is attached to an exterior building façade.

~~*Marquee* means a lettering changeable sign, not to exceed 24 square feet in size. This type of sign may also be known as a reader board.~~ See “Canopy (attached).”

Marquee Sign. See “Canopy Sign.”

~~*Menu board.* means a comparable list or assortment of offerings, either food items or merchandise.~~ A free-standing sign oriented to the drive-through lane for a restaurant that advertises the menu items available from the drive-through window, and which has not more than 20 percent of the total area for such a sign utilized for business identification.

Monument sign (see “Low profile sign”).

Multiple-faced sign means a sign containing three or more faces, not necessarily in back-to-back configuration.

Nameplate means a nonelectric, on-premises identification sign giving only the name, address and/or occupation of an occupant or group of occupants.

Nonconforming sign means an illegal sign which does not comply with the sign ordinance or to the sign code requirements, ~~but for which a special exception or variance has been issued.~~

Occupancy means the portion of a building or premises owned, leased, rented or otherwise occupied for a given use.

~~*Off-premises sign* or *billboard* means a sign structure advertising an establishment, merchandise, service or entertainment, which is not sold, produced, manufactured or furnished at the property on which such sign is located, e.g., billboards or outdoor advertising.~~ See “Outdoor advertising sign.”

~~*Off-site directional sign* means a sign which provides directional assistance to access an establishment conveniently and safely. Such signs shall be limited by the administrator in size, height and placement, as justified.~~

~~*On-premises sign* means a sign, the content of which is related to the premises on which it is located, referring exclusively to the name, location, product, persons, accommodations, services or activities of those premises, or the sale, lease or construction of those premises.~~ A sign erected, maintained and used in the outdoor environment for the purpose of the display of messages appurtenant to the use of, products sold on, or the sale or lease of, the property on which it is displayed.

Outdoor advertising sign. A permanent sign erected, maintained or used in the outdoor environment for the purpose of the display of commercial or noncommercial messages not appurtenant to the use of, products sold on, or the sale or lease of, the property on which it is displayed.

Owner means a person recorded as such on official records. For the purposes of this chapter, the owner of property on which a sign is located is presumed to be the owner of the sign, unless facts to the contrary are officially recorded or otherwise brought to the attention of the administrator.

~~*Painted wall sign* means any sign which is applied with paint, or similar substance, on the surface of the wall.~~

~~*Parapet* means the extension of a false front or wall above a roof line.~~ The extension of a building façade above the line of the structural roof.

Person means any individual, corporation, association, firm, partnership or similarly defined interest.

Point of purchase display means advertising of a retail item accompanying its display, e.g., an advertisement on a product dispenser, tire display, etc.

Pole cover means a cover enclosing or decorating poles or other structural supports of a sign.

~~*Political sign* means a temporary sign used in connection with a local, state or national election or referendum.~~ A temporary sign intended to advance a political statement, cause or candidate for office. A legally permitted outdoor advertising sign shall not be considered to be a political sign.

~~*Portable sign* means any sign designed to be moved easily and not permanently affixed to the ground or to a structure or building.~~ Any sign not permanently attached to the ground or to a building or building surface.

~~*Portal* means a covered structure forming an entrance to a building outside and with a separate roof, or as a recess in the interior as a kind of vestibule.~~

Premises means a parcel of land with its appurtenances and buildings which, because of its use, may be regarded as the smallest conveyable unit of real estate, and any tract that has been surveyed and delineated by a legal description, and the property upon which the business is located.

~~*Projecting sign* means a sign, other than a flat wall sign, which is attached to and projects from a building wall or other structure not specifically designed to support the sign.~~ A sign other than a wall sign that is attached to or projects more than 18 inches (457mm) from the building face or wall or from a structure where the primary purpose is other than the support of a sign.

~~*Real estate sign* means a temporary sign advertising the real estate upon which the sign is located as being for rent, lease or sale.~~ A temporary sign advertising the sale, lease or rental of the property or premise on which it is located.

Revolving Sign. A sign that revolves 360 degrees (6.28 rad) about an axis. See also "Animated sign, mechanically activated."

~~*Roof line* means the top edge of a roof or building parapet, whichever is higher, excluding any mansards, cupolas, pylons, chimneys or minor projections.~~ The top edge of a peaked roof or, in the case of an extended façade or parapet, the uppermost point said façade or parapet.

~~*Roof sign* means any sign erected over, or on top of, a building (compare "Mansard," or "Sign, wall").~~ A sign mounted on, and supported by, the main roof portion of a building, or above the uppermost edge of a parapet wall of a building and that is wholly or partially supported by such a building. Signs mounted on mansard facades, pent eaves and architectural projections such as canopies or marquees shall not be considered to be roof signs.

~~*Rotating sign* (see "Animated sign, mechanically energized").~~

Sign. Any device visible from a public place that displays either commercial or noncommercial messages by means of graphic presentation of alphabetic or pictorial symbols or representations. Noncommercial flags displayed from flagpoles or staffs will not be considered to be signs. ~~means any device, fixture, placard or structure that uses any color, forms, graphic, illumination, symbol or writing to advertise, announce the purpose of or identify the purpose of a person or entity, or to communicate information of any kind to the public, except for the following:~~

- (1) Nonilluminated names of buildings, dates of erection, monument citations, commemorative tables and the like, when carved into stone, concrete, metal or any other permanent type of construction and made an integral part of a permitted structure, or made flush to the ground.
- (2) Signs required by law or signs of a duly constituted governmental body.

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- (3) Signs placed by a public utility for safety, welfare or convenience of the public such as signs identifying high voltage, public telephone or underground cables.
 - (4) Signs upon a vehicle; provided, any such vehicle with a sign face over two square feet is not conspicuously parked as to constitute a sign.
 - (5) Temporary holiday decorations.

Sign, area of, means:

The area of the smallest geometric figure, or the sum of the combination of regular geometric figures, that comprise the sign face. The area of any double-sided or "V" shaped sign shall be the area of the largest single face only. The area of a sphere shall be computed as the area of a circle. The area of all other multi-sided signs shall be computed as 50 percent of the sum of the area of all faces of the sign.

- ~~(1) *Projecting and freestanding sign.* The area of a freestanding or projecting sign shall have only one side of any double-faced sign counted in calculating its area. The area of the sign shall be measured as a rectilinear line of not more than eight sides drawn around and enclosing the perimeter of each cabinet or module. The area shall then be summed and totaled to determine total area. The perimeter of the measurable area shall not include embellishments such as pole covers, framing, decorative roofing, support structures, etc.; provided, there is no written advertising copy on such embellishments.~~
- ~~(2) *Wall sign.* The area of a wall sign shall be with a single, continuous perimeter composed of any rectilinear line geometric figure which encloses the extreme limits of the advertising message. If the sign is composed of individual letters or symbols, using the wall as the background with no added decoration, the total sign area shall be calculated by measuring the area of the smallest rectangle within the perimeter of the signage. The combined areas of the individual figures shall be considered the total sign area.~~

Sign, canopy, means any sign which is mounted to, and supported by, a permanent canopy, arcade or portal, the ceiling of which is no more than 16 feet above grade.

Sign Copy. Those letters, numerals, figures, symbols, logos, and graphic elements comprising the content or message of the sign, exclusive of numerals identifying a street address only.

Sign Face. The surface on, against or through which the sign copy is displayed or illustrated, not including structural supports, architectural features of a building or sign structure, nonstructural or decorative trim, or any areas that are separated from the background surface on which the sign copy is displayed by a distinct delineation, such as a reveal or border.

1. In the case of panel or cabinet-style signs, the sign face shall include the entire area of the sign panel, cabinet or face substrate on which the sign copy is displayed or illustrated, but not open space between separate panels or cabinets.
2. In the case of sign structures with routed areas of sign copy, the sign face shall include the entire area of the surface that is routed, except where interrupted by a reveal, border, or a contrasting surface or color.
3. In the case of signs painted on a building, or individual letters or graphic elements affixed to a building or structure, the sign face shall comprise the sum of the geometric figures or combination of regular geometric figures drawn closest to the edge of the letters or separate graphic elements comprising the sign copy, but not the open space between separate groupings of sign copy on the same building or structure.
4. In the case of a sign copy enclosed within a painted or illuminated border, or displayed on a background contrasting in color with the color of the building or structure, the sign face shall comprise the area within the contrasting background, or within the painted or illuminated border.

Sign, joint identification, means a sign whose area is shared by three or more businesses.

~~*Sign, projecting*, means any sign with no more than two faces supported by a building wall and projecting from such building wall.~~

Sign Structure. Any structure supporting a sign

Sign, wall or fascia ~~means any sign painted on, incorporated in or affixed to the building wall, or any sign consisting of cutout letters and devices affixed to the building wall with no background or border defined on the building wall.~~ A sign that is in any manner affixed to any exterior wall of a building or structure and that projects not more than 18 inches (457 mm) from the building or structure wall, including signs affixed to architectural projections from a building provided that the copy area of such signs remain on a parallel plane to the face of the building façade or to the face or faces of the architectural projection to which it is affixed.

Snipe sign means a sign not constructed or intended for long-term use.

Subdivision identification sign means a freestanding sign, or wall sign, identifying a recognized subdivision, condominium complex or residential development.

Temporary sign ~~means a sign not constructed or intended for long-term use.~~ A Sign intended to display either commercial or noncommercial messages of a transitory or temporary nature. Portable signs not permanently embedded in the ground, or not permanently affixed to a building or sign structure that is permanently embedded in the ground, are considered temporary signs.

Under-canopy sign or under marquee sign. ~~means a sign suspended beneath a canopy, ceiling, roof or marquee.~~ A sign attached to the underside of the of a canopy or marquee.

Use means the purpose for which a building, lot, sign or structure is intended, designed, occupied or maintained.

V sign ~~means a sign consisting of two essentially equal faces, positioned at an angle subtending less than 179 degrees.~~ Signs containing two faces of approximately equal size, erected on common or separate structures, positioned in a “V” shape with an interior angle between faces of not more than 90 (1.57rad) degrees with the distance between the sign faces not exceeding 5 feet (1524 mm) at their closest point.

Value means replacement costs, including any amount owed on a sign.

Window sign ~~means any sign, pictures, symbol or combination thereof, designed to communicate information about an activity, business, commodity, event, sale or service, that is placed inside a window, or upon the window panes or glass, and is visible from the exterior of the window.~~ A sign affixed to the surface of a window with its message intended to be visible to and readable from the public way or from adjacent property.

(Code 1978, § 21.5-1)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 78-2. Permits.

It shall be unlawful for any person to erect, alter or relocate, within the jurisdiction and extraterritorial jurisdiction of the city, any sign without first obtaining a permit and making payment of fees

Unless specifically exempted, a permit must be obtained from the code official for the erection and maintenance of all signs erected or maintained within this jurisdiction and in accordance with other ordinances of this jurisdiction. Exemptions from the necessity of securing a permit, however, shall not be construed to relieve the owner of the sign involved from responsibility for its erection and maintenance in a safe manner and in a manner in accordance with all the other provisions of this ordinance.

Any sign hereafter erected shall conform to the provisions of this ordinance and the provisions of the International Building Code and of any other ordinance or regulation within this jurisdiction.

Construction documents.

Before any permit is granted for the erection of a sign or sign structure requiring such permit, construction documents shall be filed with the code official showing the dimensions, materials and required details of construction, including loads, stresses, anchorage and any other pertinent data. The permit application shall be accompanied by the written consent of the owner or lessee of the premises on which the sign is to be erected and by engineering calculations signed and sealed by a registered design professional where required by the International Building Code.

Changes to signs.

Signs shall not be structurally altered, enlarged or relocated except in conformity to the provisions herein, nor until a proper permit, if required, has been secured. The changing or maintenance of movable parts or components of an approved sign that is designed for such changes, or the changing of copy, business names, lettering, sign faces, colors, display and/or graphic matter, or the content of any sign shall not be deemed a structural alteration.

Special event signs in public ways.

Signs advertising a special community event shall not be prohibited in or over public rights-of-way, subject to approval by the code official as to the size, location and method of erection. The code official may not approve any special event signage that would impair the safety and convenience of use of public rights-of-way, or obstruct traffic visibility.

Portable signs.

Portable signs shall be permitted only in the C-0, C2, C1, C1a and M districts, as designated in this code, subject to the following limitations:

1. Not more than one such sign shall be displayed on any property.
2. No signs advertising a business shall be placed passed the outside perimeter of the property lines and adjacent designated right-of way.
3. Any electrical portable signs shall comply with NFPA 70, as adopted in this jurisdiction.
4. Portable signs shall not be displayed prior to obtaining a sign permit.
5. Not more than one such sign per street facing adjacent to the business shall be displayed on any public right of way.
6. All signs placed on a public right of way shall not exceed a height of 4 (four) feet nor an area of 6 (six) square feet.
7. Must maintain proper clearance for pedestrians along public right of way (four foot minimum).
8. Must maintain a clear sight triangle as mentioned in Sec. 78-1. - Definitions.

(1) *Required.* Permits shall be required for the following types of new or temporary signs:

- a. All signs having an area greater than six square feet.
- b. All illuminated signs.
- c. All signs with moving elements.
- d. All signs over a public right-of-way.
- e. All temporary signs that are portable, wheeled or footed.
- f. All off-premises signs, except temporary real estate, political and contractor signs.

(2) *Applications.* Permit applications shall contain the following:

- a. Signature of applicant.
- b. Name and address of sign owner.
- c. Name and address of person erecting the sign.
- d. Location of the building or lot to which or upon which the sign is to be attached or erected.
- e. Drawings or description showing the design and dimensions of the sign.
- f. Drawing or detailed description showing the site plan or building facade.

- g. Written consent of the owner of the building, structure or land to which, or on which, the sign is to be erected.
- (3) *Fee.* ~~Fifty cents per square foot of the sign face with a \$50.00 maximum~~ Fees are set by City Council resolution and are listed in Appendix B: Building Services Fees. Appendix may be obtained at City Hall during normal business hours or by visiting www.cityofalpine.com/fees.
- (4) *Permit exceptions.*
 - a. Replacing or updating copy.
 - b. General maintenance to any sign should not require a permit.
- (5) *Variances.* The planning and zoning commission shall have authority and power to grant variances of this chapter in a duly conducted public hearing. The commission shall also have the power to recommend extensions of time to comply.
 - a. When requesting a permit, the applicant may apply to the planning and zoning commission through the administrator for a variance from certain requirements of this chapter.
 - b. ~~There will be a \$20.00 application fee on request for a variance.~~ Fees for variance applications are set by City Council resolution and are listed in Appendix B: Building Services Fees. Appendix may be obtained at City Hall during normal business hours or by visiting www.cityofalpine.com/fees.
 - c. The granting of a variance would not be contrary to the general objectives of this Code and any land use plan.
 - d. In granting a variance, the administrator may attach additional requirements necessary to carry out the spirit and purpose of this chapter in the public interest.
 - e. Written notice shall be given to adjoining and other property owners of a hearing on request for a variance, and shall be given pursuant to the procedures set forth by the codes set forth by the city.
 - f. The planning and zoning commission shall either grant or deny the variance or extension requested. Any party aggrieved by the decision of the planning and zoning commission may appeal within ten days to the city council by filing an appeal with the city ~~clerk~~ secretary.

(Code 1978, § 21.5-2)

Sec. 78-3. General regulations.

- (a) *Prohibited signs in all zones.* The following prohibited signs shall be removed or brought into compliance:
 - 1. Signs located in such a manner as to obstruct or otherwise interfere with an official traffic sign, signal or device, or obstruct or interfere with a driver's view of approaching, merging or intersecting traffic. Signs (except wall signs) in a clear sight triangle.
 - 2. Except as provided for elsewhere in this code, signs encroaching on or overhanging public right-of-way. Signs shall not be attached to any utility pole, light standard, street tree or any other public facility located within the public right-of-way.
 - 3. Signs that blink, flash or are animated by lighting in any fashion that would cause such signs to have the appearance of traffic safety signs and lights, or municipal vehicle warnings from a distance (Rotating or oscillating beacons of light, or strobe lights).
 - 4. Portable signs except as allowed for temporary signs (Temporary signs for any period over seven days. Temporary signs may be renewed eight times per year).
 - 5. Any sign attached to, or placed on, a vehicle or trailer parked on public or private property, except for signs meeting the following conditions:
 - 1. 5.1. The primary purpose of such a vehicle or trailer is not the display of signs.

2. 5.2. The signs are magnetic, decals or painted on an integral part of the vehicle or equipment as originally designed by the manufacturer, and do not break the silhouette of the vehicle.
3. 5.3. The vehicle or trailer is in operating condition, currently registered and licensed to operate on public streets where applicable, and actively used or available for use in the daily function of the business to which such signs relate.
6. Vehicles and trailers are not used primarily as static displays, advertising a product or service, nor utilized as storage, shelter or distribution points for commercial products or services for the general public.
7. Balloons, streamers or pinwheels except those temporarily displayed as part of a special sale, promotion or community event. For the purposes of this subsection, "temporarily" means not more than 20 days in any calendar year.
8. Billboards

(b)

~~(1)—Signs, or any part of a sign, that might contribute to confusion of traffic control, or imitating signs or devices for control of traffic or railroad.~~

~~(2)—Rotating or oscillating beacons of light, or strobe lights.~~

~~(3) 8. Freestanding signs with overhead wiring to supply electric or support cables.~~

~~(4)—Temporary signs for any period over seven days. Temporary signs may be renewed eight times per year.~~

~~(5) 9. Canopy signs or hanging signs, the bottom of which are less than seven feet above grade.~~

~~(6) 10. Freestanding signs whose top exceeds 30 feet above grade.~~

~~(7) 11. Any sign, or part thereof, erected or constructed wholly upon or over the roof of any building that is visible from any grade of street level.~~

~~(8) 12. Any wall sign, or part thereof, that projects more than 12 inches from the building wall at a height lower than ten feet.~~

~~(9)—Signs (except wall signs) in a clear sight triangle.~~

~~(10) 13. Any sign, or part thereof, that contains any audible devices.~~

~~(11) 14. Any sign, or part thereof, that is partially or wholly illuminated by floodlights or spotlights, unless such lights are used for indirect lighting, and the illumination is shielded as not to be directly visible from the public right-of-way, or to a residential area that may be within 40 feet distant.~~

~~(12) 15. Any sign that is in obvious poor repair as determined by the code enforcement officer or agency representative, which decision may be appealed to the planning and zoning commission.~~

~~(13)—Any sign attached to trees, fences, utility poles or street furniture, which is in the public right-of-way.~~

(b) *Exempt signs. The following exempt signs shall not require a permit or payment of fee:*

The following signs shall be exempt from the provisions of this chapter. Signs shall not be exempt from

1. Official notices authorized by a court, public body or public safety official.
2. Directional, warning or information signs authorized by federal, state or municipal governments.
3. Memorial plaques, building identification signs and building cornerstones where cut or carved into a masonry surface or where made of noncombustible material and made an integral part of the building or structure.
4. The flag of a government or noncommercial institution, such as a school.
5. Religious symbols and seasonal decorations within the appropriate public holiday season.
6. Works of fine art displayed in conjunction with a commercial enterprise where the enterprise does not receive direct commercial gain.

7. Street address signs and combination nameplate and street address signs that contain no advertising copy and that do not exceed 6 square feet (0.56 m²) in area.
 - ~~(4) 8.~~ Construction signs. One sign shall be permitted for all building contractors, all professional firms and all lending institutions on premises under construction. Such signs shall be confined to the site of construction and shall be removed within 14 days of the beginning of the occupancy of the project.
 - ~~(2) 9.~~ Real estate signs. One temporary sign located on the property it refers to for each street frontage. In residential zones, the signs shall not exceed four square feet. An additional sign with the word "sold" or "leased" may be added but not to exceed one-half of the size of the original real estate sign. In nonresidential zones, the signs shall not exceed 16 square feet and be over five feet in height.
 - ~~(3) —Advertising for community or civic events, flags or emblems or civic, philanthropic, educational or religious organizations, maintained for a temporary period not in excess of one month.~~
 - ~~(4) 10.~~ Temporary directional signs not exceeding three square feet in area placed on private property may be permitted on approach routes to a real estate open house, garage sale, benefit sale or car wash.
 - ~~(5) —Official national, state, city or school flags for any period of time.~~
 - ~~(6) 11.~~ Street banners and holiday decorations may be displayed during appropriate season or event owned and maintained by the city.
 - ~~(7) 12.~~ Residential name signs and/or address signs not exceeding 1.5 square feet.
 - ~~(8) 13.~~ Private traffic directional signs which are necessary for and function only to direct traffic movement on, off of or within a premises, shall be allowed without limit as to number. Maximum size shall not exceed six square feet. Such signs shall not contain commercial advertising. Signs must be removed not less than 24 hours after such function or event. Not more than two directional signs shall be permitted per street entrance to any lot.
 - ~~(9) —Nameplates on mailboxes.~~
 - ~~(10) —Religious emblems that are located on the premises of the religious institution.~~
 - ~~(11) 14.~~ Window signs, show cards and bulletins, as long as such signs are not illuminated.
Window signs shall be permitted for any nonresidential use in a residential district, and for all commercial and industrial districts, subject to the following limitations:
 - a. The aggregate area of all such signs shall not exceed 25 percent of the window area on which such signs are displayed. Window panels separated by muntins or mullions shall be considered to be one continuous window area.
 - b. Window signs shall not be assessed against the sign area permitted for other sign types.
 - ~~(12) Memorial signs or historic markers.~~
 - ~~(13) —Signs required by law.~~
 - ~~(14) Street banners owned and maintained by the city.~~
- (c) *Fee exempt signs.* The following fee exempt signs shall require a permit, but any applicable fees shall be waived:
- (1) Murals or wall art which contain no commercial message.
 - (2) Gasoline price signs. Service stations shall be permitted one double-faced, on-site sign not to exceed 12 square feet per face, and five feet in height, advertising the price of gasoline. Such signs shall not contain any advertisement other than brand name.
 - (3) One permanent identification sign setting forth the name of a center, civic, religious, educational, charitable, public or quasi-public institution, shall be permitted in accordance with the requirements of the zone in which the sign is placed.

- (4) ~~A single permit shall be required for the placement of temporary political signs. Such signs shall be placed only with the consent of the owner of the property on which they are posted. Such signs may be erected no earlier than 90 days prior to any primary or general election. They shall be removed within 14 days after the election to which the sign pertains. The candidate for whom the sign advertises, or the candidate's duly responsible agent, shall bear the responsibility for removal of such sign.~~
 - (5) One bulletin board or changeable public notice sign, not over 32 square feet and seven feet in height, for public, charitable or religious institutions, when the bulletin board or changeable public notice sign is located on the premises of such institution.
- (d) *R-3 zones, apartments.*
- (1) Signs permissible in the R-3 district include nameplates not exceeding two square feet in area.
 - (2) An apartment premises with five to 24 dwelling units may have wall signs identifying the apartments, provided the sign on any facade does not exceed 32 square feet.
 - (3) An apartment premises with more than 24 units may have wall signs identifying the apartments, provided the total number of square feet per facade does not exceed 100 square feet.
 - (4) Each premises may have one freestanding sign per each 750 feet of public street frontage. No freestanding sign shall be more than 12 feet in height.
- (e) *R-1, R-2, R-4 zoned residential areas.*
- (1) No portion of an illuminated sign shall have a luminance greater than provided by a 100 watt bulb.
 - (2) No sign, or part of a sign, shall move, flash or rotate.
 - (3) No more than one sign per premises shall be illuminated.
 - (4) Any and all illuminated signs within 40 feet of residential zones, must use shielding for the source of lighting in such manner that will prevent glare or light from the source from shining directly into or toward the residential area.
 - (5) One unlighted sign, which shall not exceed one square foot in area, indicating the name of the occupant or occupation of a customary home occupation, provided the sign is attached flat to the building.
 - (6) One sign, which shall not exceed 15 square feet in area, for church or school.
 - (7) One sign, which shall not exceed four square feet in area, for temporary unlighted sign pertaining to the lease, hire or sale of building or property upon which it is located; provided, the sign is immediately removed upon the lease, hire or sale of such building or property.
 - (8) All educational facilities, Libraries, museums, Municipal buildings, other city installations, Parks, and religious assemblies inside R-1, R-2, R-4 zoned residential areas shall follow the general regulations for signs within this code.
- ~~(8) — One unlighted temporary political sign which shall not exceed 32 square feet in area.~~
- (f) *Nonresidential regulations.* The additional provisions of this subsection apply to all signs not in a residential zone or within 40 feet of a residential zone.
- (1) *Height.*
 - a. Height of a freestanding sign shall not exceed 30 feet above grade.
 - b. Height of a building mounted sign or projecting sign shall not exceed ~~40~~ 30 feet above grade.
 - (2) *Size.*
 - a. Size of an Outdoor advertising sign, freestanding or projecting sign shall not exceed 100 square feet per side.
 - b. Size of a building mounted sign, except a projecting sign, shall not exceed 15 percent of the area of the facade to which they are applied.

- c. Canopy signs shall not extend beyond the sides or edges of the canopy.
 - (3) *Number.*
 - a. Wall signs shall be limited to four per facade.
 - b. One freestanding sign shall be permitted for each ~~100 feet of~~ street frontage .
 - c. One projecting sign, banner sign or portable sign shall be permitted for each premises, provided it is oriented to the primary entrance, or entrance frontage.
 - d. One marquee sign shall be permitted for each street frontage.
 - e. One perpendicular canopy sign every 15 feet shall be permitted for each premises.
 - (4) *Location.*
 - a. No off-premises sign shall be nearer than 150 feet to any other off-premises sign.
 - b. Flush mounted wall mounted signs may protrude up to one foot into the public right-of-way, granted the bottom of such sign is at least ~~ten~~ eight feet from the grade.
 - c. Building mounted signs extending above the roof shall be permitted only if they are a continuation of the plane of the facade. No roof mounted signs will be permitted.
 - d. Signs painted on the roof of any building shall be permitted as long as they are not visible from any plane of pedestrian or vehicular traffic.
 - e. Billboards i.e. Outdoor advertising sign. A permanent sign erected, maintained or used in the outdoor environment for the purpose of the display of commercial or noncommercial messages not appurtenant to the use of, products sold on, or the sale or lease of, the property on which it is displayed shall only be allowed in the ETJ (Extra territorial Jurisdiction).
 - (5) *Illuminance near residential zones.* Any and all illuminated signs within 40 feet of residential zones must use shielding for the source of lighting in such manner that will prevent glare or illumination from the source from shining directly into or toward the adjacent residential area.
 - (g) *General illumination and design.*
 - ~~(1) No single light bulb used to indicate time or temperature shall have a rating greater than 40 watts.~~
 - ~~(2) No portion of an illuminated sign, apart from the light bulbs used to indicate time or temperature, shall have a luminance greater than that provided by a 150-watt bulb.~~
 - ~~(3) Separate light sources aimed at a sign, and not intended as general illumination, shall not have a wattage greater than 150 watts.~~
 - (1) All signs, parts of signs, structures and components must meet the dark skies exterior lighting regulations found in ARTICLE VIII. - OUTDOOR LIGHTING of this ordinance.
 - ~~(4)~~(2) All new internally lit signs erected shall have their faces recessed within a decorative trim a minimum of two inches.
 - ~~(5)~~(3) All freestanding signs over 12 feet in height, shall have a base, i.e., planter box, wall, banco, trees, bushes or other landscaping material, as long as it does not create a hazard, which shall be compatible in color and design of the building which it advertises.
 - ~~(6)~~(4) All signs shall be constructed to withstand a wind velocity of not less than 75 miles per hour.
- (Code 1978, § 21.5-3)

Sec. 78-4. Temporary Political Campaign Signs.

Political signs shall be permitted in all zoning districts, subject to the following limitations:

- a) Such signs for election candidates or ballot propositions shall be displayed only for a period of 60 days proceeding the election and shall be removed within 10 days after the election, provided that signs promoting successful candidates or ballot propositions in a primary election may remain displayed until not more than 10 days after the general election.

Sec. 78-5. Temporary Political Campaign Signs Allowed on Public Property; Requirements and Restrictions.

(a) A temporary political campaign sign may be placed in accordance with this article on public property that serves as an early voting location or election day voting location for an election that has been ordered by a governmental entity. Only signs that refer to a candidate or issue that is on the ballot at a particular voting location may be placed at that voting location.

(b) A temporary political sign placed on public property under this article may not:

- (1) have an effective area greater than 20 square feet;
- (2) be more than eight feet high;
- (3) be illuminated;
- (4) have any moving elements;
- (5) be placed in or over any public right-of- way; or
- (6) project more than 18 inches from a wall, roof, parapet, or eaves.

(c) Nothing in this article authorizes a person to place a temporary political campaign sign:

- (1) on public property owned or operated by a governmental entity, other than the city, if such placement is not allowed by the governmental entity; or
- (2) in a form, manner, or location prohibited by another city ordinance or state or federal law.

Sec. 78-6. Placement and Removal of Temporary Political Campaign Signs.

(a) A person commits an offense if the person:

(1) places, or causes the placement of, a temporary political campaign sign on public property in violation of any provision of Section 78-4;

(2) places, or causes the placement of, a temporary political campaign sign on public property earlier than:

(A) two calendar days before commencement of early voting, if the sign is being placed at an early voting location; or

(B) two calendar days before election day, if the sign is being placed at an election day voting location;

(3) fails to remove all temporary political campaign signs that the person placed, or caused to be placed, from the public property not later than:

(A) two calendar days after the last day of early voting, if the sign is placed at an early voting location; or

(B) two calendar days after election day, if the sign is placed at an election day voting location; or

(4) fails to remove any temporary political campaign sign that the person placed, or caused to be placed, from the public property within 24 hours after notification from the city that the sign is in violation of this article.

(b) The city may, without notice, confiscate and dispose of any sign that is:

- (1) placed in violation of this article; or
- (2) not removed as required by this article.

Sec. ~~78-4~~ 78-7. Right of inspection.

The administrator, code enforcement officer or agency representative, shall have the right to inspect all signs in the city for the purpose of ascertaining whether they are safe, secure, in need of repair or conforming to this chapter.

(Code 1978, § 21.5-4)

Sec. ~~78-5~~ 78-8. Enforcement.

(a) *Compliance.*

- (1) If the code enforcement officer or agency representative finds that any sign is unsafe or a hazard to the public, or has been erected or is being maintained in violation of this chapter, he shall give written notice to the permittee or owner of the property on which the sign is erected. If the permittee or owner fails to remove or alter the sign so as to comply with this chapter within ten days after mailing of such notice, such sign may be removed by the city; and the permittee or owner shall bear the expense of such removal. No person refusing to pay the costs assigned, shall be issued a sign permit. If a sign is an immediate peril to persons or property, the code enforcement officer or agency representative may cause such sign to be removed summarily and without notice.
- (2) An abandoned sign, which no longer advertises a bona fide, ongoing business or a product sold, shall be subject to the rules and enforcement action as outlined in subsection (1) of this section.
- (3) The exception to this chapter is historic signs. Any sign which can be shown to exist at least 45 years ago, even if nonconforming today, may be kept in place and used in its historical context.
 - a. Historic signs must be maintained and be structurally sound.
 - b. Electrical elements of historic signs, if used, must meet requirements of the National Electrical Code and any city electrical codes that may apply.

(4) **Nonconforming signs.**

Any sign legally existing at the time of the passage of this ordinance that does not conform in use, location, height or size with the regulations of the zone in which such sign is located, shall be considered to be a legal nonconforming use or structure and shall be permitted to continue in such status until such time as it is either abandoned or removed by its owner, subject to the following limitations:

- A. Structural alterations, enlargement or re-erection are permissible only where such alterations will not increase the degree of nonconformity of the signs.
- B. Any legal nonconforming sign shall be removed or rebuilt without increasing the existing height or area if it is damaged, or removed if allowed to deteriorate to the extent that the cost of repair or restoration exceeds 50 percent of the replacement cost of the sign as determined by the code official.
- C. Signs that comply with either Item 1 or 2 need not be permitted.

5. Obsolete sign copy.

Any sign copy that no longer advertises or identifies a use conducted on the property on which said sign is erected must have the sign copy covered or removed within 30 days after written notification from the code official; and upon failure to comply with such notice, the code official is hereby authorized to cause removal of such sign copy, and any expense incident thereto shall be paid by the owner of the building, structure or ground on which the sign is located.

6. Maintenance, repair and removal.

Every sign permitted by this ordinance shall be kept in good condition and repair. Where any sign becomes insecure, in danger of falling or is otherwise deemed unsafe by the code official, or if any sign shall be unlawfully installed, erected or maintained in violation of any of the provisions of this ordinance, the owner thereof or the person or firm using same shall, upon written notice by the code official forthwith in the case of immediate danger, and in any case within not more than 10 days, make such sign conform to the provisions of this ordinance, or shall remove it. If within 10 days the order is not complied with, the code official shall be permitted to remove or cause such sign to be removed at the expense of the owner and/or the user of the sign.

7. Signs in rights-of-way

Signs projecting over public walkways shall be permitted to do so only subject to the projection and clearance limits either defined herein or, if not so defined, at a minimum height of 8 feet (2438 mm) from *grade* level to the bottom of the sign. Signs, architectural projections or sign structures projecting over vehicular access areas must conform to the minimum height clearance limitations imposed by the jurisdiction for such structures.

Signs other than an official traffic sign or similar sign shall not be erected within 2 feet (610 mm) of the lines of any street, or within any public way, unless specifically authorized by other ordinances or regulations of this jurisdiction or by specific authorization of the code official.

- (b) *Penalties for violation.* ~~Any person violating any provisions of this chapter, shall be deemed guilty of a petty misdemeanor, and upon conviction thereof, shall be punished as provided in section 1-11. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punished as provided in section 1-11.~~ A person who violates a provision of this article is guilty of a separate offense for each day or part of a day during which the violation is committed, continued, or permitted. Each offense, upon conviction, is punishable by a fine not to exceed \$500.

(Code 1978, § 21.5-5)

Sec. ~~78-6~~ 78-9. Applicability and enforcement in city's extraterritorial jurisdiction.

The sections and provisions of this chapter shall extend and be enforced within the area of the city's extraterritorial jurisdiction, as provided by V.T.C.A., Local Government Code § 216.902.

(Code 1978, § 21.5-6)

Sec. 78-9. Exhibits.

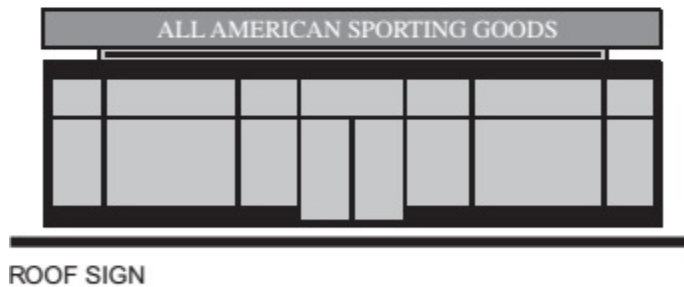
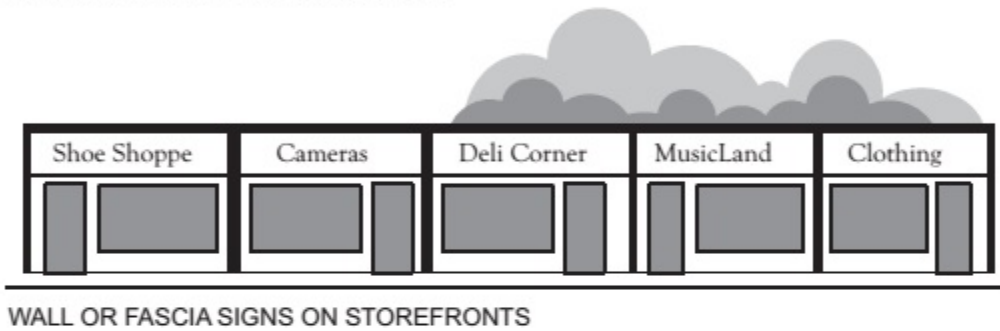
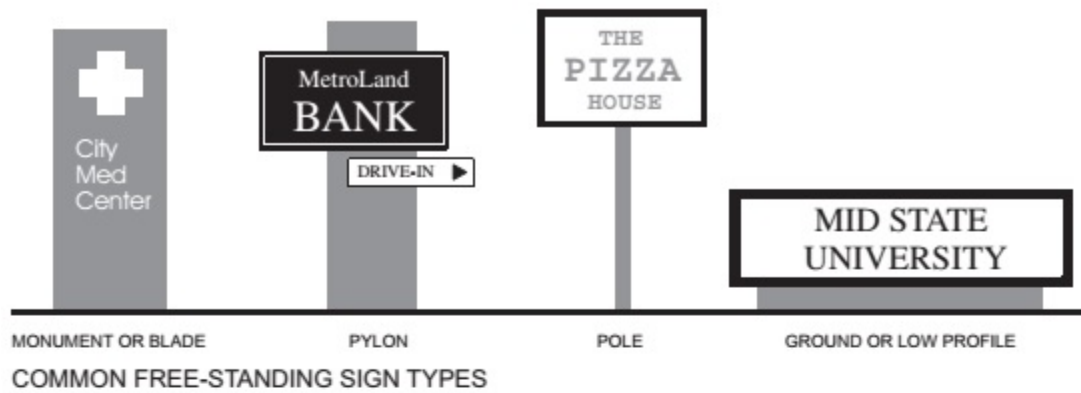
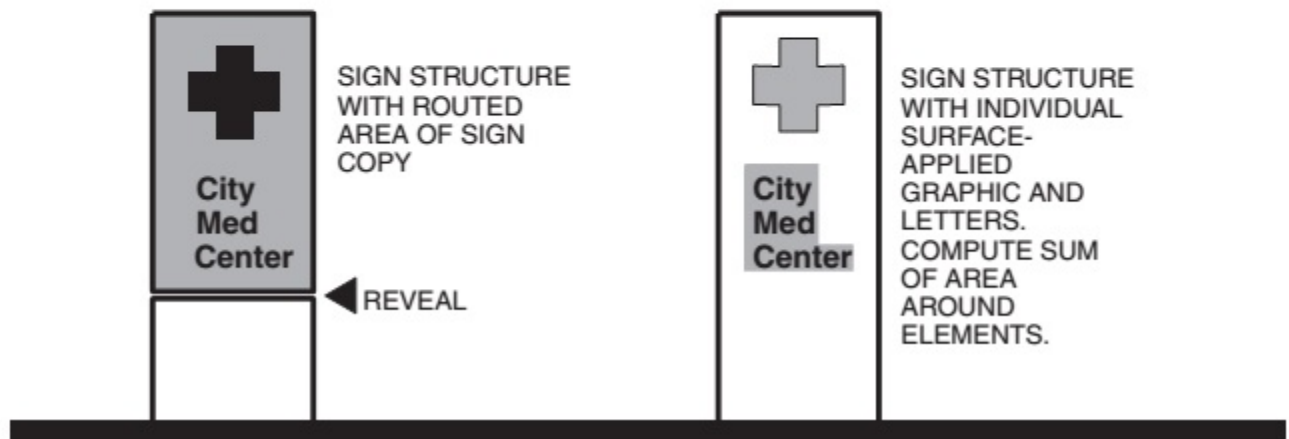


FIGURE 1003.1(1)
GENERAL SIGN TYPES



SIGN STRUCTURES



Notes: Sum of shaded areas only represents sign area. Sign constructed with panels or cabinets.

FIGURE 1003.1(3)

SIGN AREA—COMPUTATION METHODOLOGY

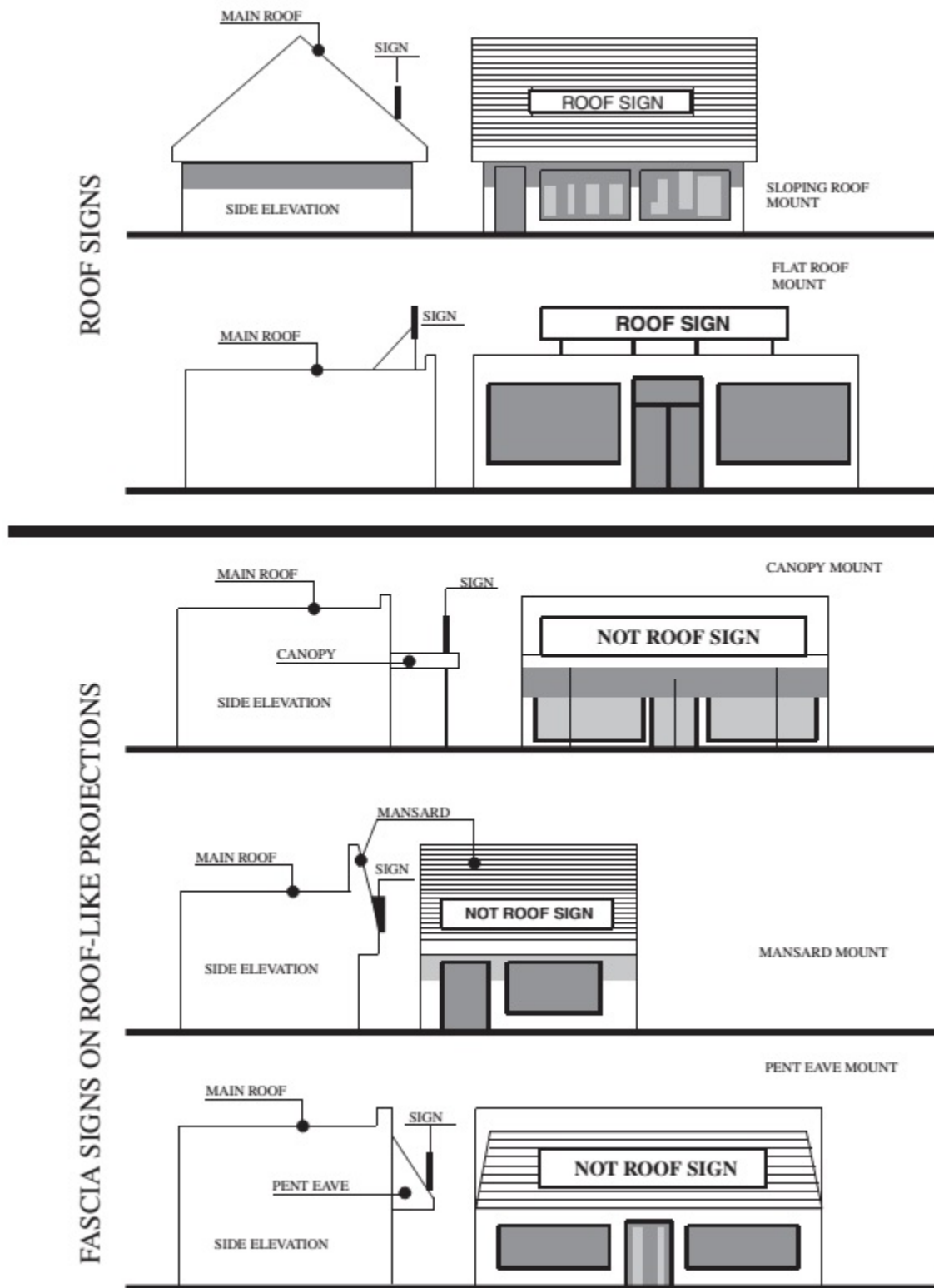
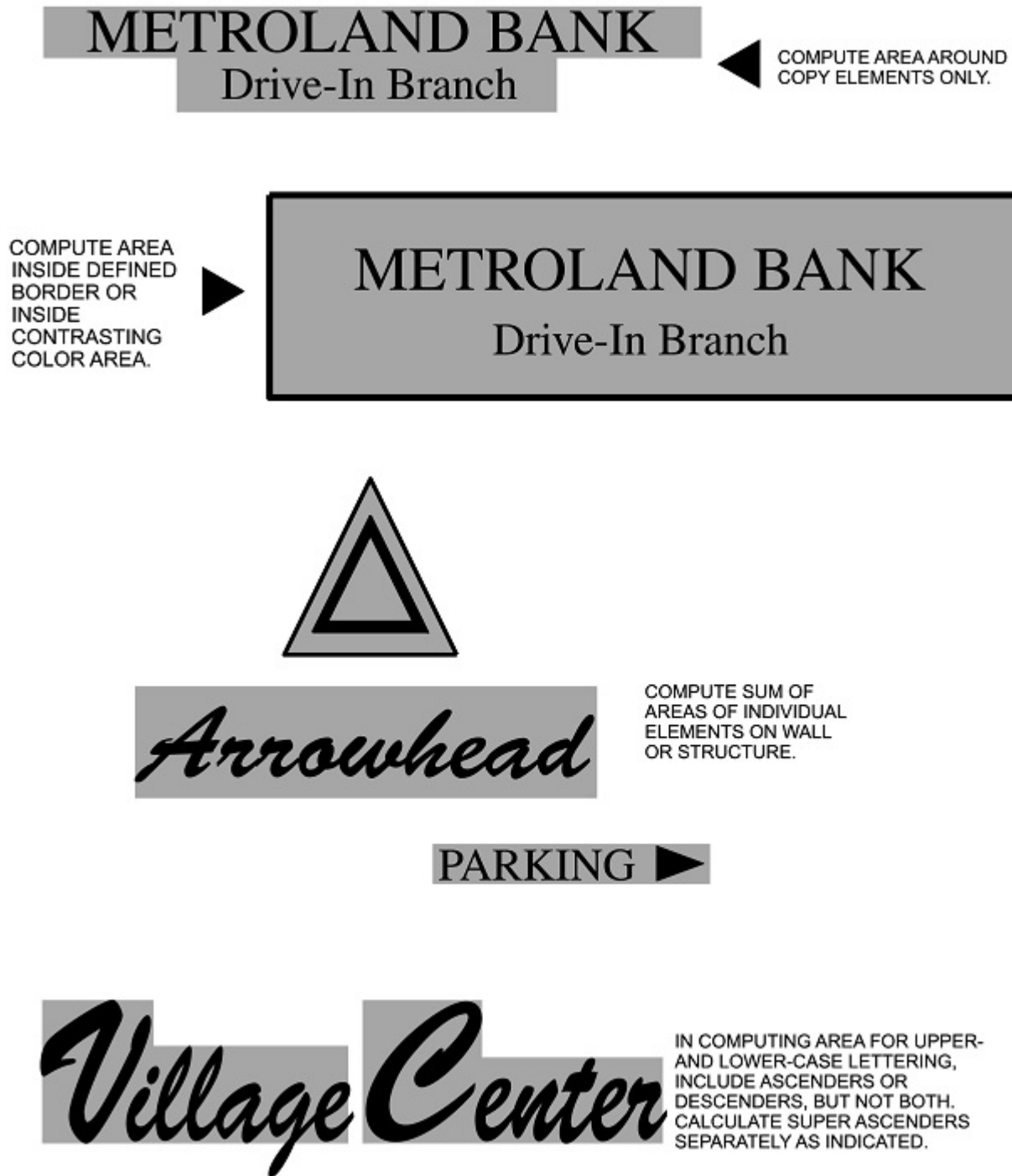


FIGURE 1003.1(2)
COMPARISON—ROOF AND WALL OR FASCIA SIGNS



Notes: Sum of shaded areas only represents sign area for code compliance purposes. Examples of signs consisting of individual letters, elements or logos placed on building walls or structures.

FIGURE 1003.1(4)

SIGN AREA—COMPUTATION METHODOLOGY

CITY COUNCIL AGENDA ITEM REPORT

May 6, 2025

Agenda Item No. 10E

Department: Office of the City Manager

Sponsor: Megan Antrim, City Manager

Memo Prepared By: Megan Antrim, City Manager



Staff Recommendation: None

AGENDA ITEM

Discuss the proposal from Strategic Government Resources (SGR) regarding the hire of an Interim Utilities Director. (M. Antrim, City Manager)

EXECUTIVE SUMMARY

Mr. Medford provided the City of Alpine with a proposal and drafted a service agreement with Strategic Government Resources (SGR) to provide interim management services for the position of Interim Public Works Director. The agreement outlines SGR's commitment to providing a qualified local government professional with significant experience in municipal operations to serve in this temporary leadership role.

Key Highlights of the Agreement and City Responsibilities:

- **Scope of Services:** SGR will supply an Interim Public Works Director to perform essential duties as directed by the City. The candidate will be vetted through comprehensive media and background checks conducted by SGR.
- **Candidate Selection:** The City will work collaboratively with SGR to interview and approve a candidate. Travel and lodging expenses for in-person interviews will be reimbursed by the City.
- **Compensation:**
 - Hourly rate: \$75.00–\$80.00, depending on the selected candidate
 - Additional costs include:
 - \$500.00 for a comprehensive media search
 - \$400.00 for a background investigation
 - Reimbursement for mileage and temporary housing if necessary
 - The City will also cover routine business expenses, such as mileage and meals, consistent with employee reimbursement policies.
- **Billing and Payment:** Invoices will be submitted bi-weekly and are due within 14 days. Late payments are subject to a monthly interest charge.
- **Permanent Placement Fee:** If the interim candidate is hired into a permanent position within 12 months, the City will pay a \$10,000 placement fee (waived if SGR conducts the full executive search).
- **City Responsibilities Include:**
 - Providing supervision, direction, and a safe working environment
 - Furnishing necessary tools, training, and equipment
 - Covering travel, lodging, and any required drug screening costs
 - Maintaining confidentiality and granting financial/legal transaction authority only with express written and verbal consent
- **Termination Clause:** Either party may terminate the agreement with 14 days' written notice without penalty.

SUPPORTING MATERIALS

1. SGR - Alpine TX - Proposal for Interim PW Director (04-2025)
 2. SGR - Alpine TX - Interim PW Director Svc Agreement (04-2025)
-

BUDGET CONSIDERATIONS

Expenditure Required: N/A
Savings Anticipation: N/A
Current Budget FY 2024-2025: N/A
Additional Funding: N/A

APPROVERS

Alex Tackett, Records Clerk
Geoffrey R. Calderon, City Secretary
Megan Antrim, City Manager

Approved - 4/28/2025
Approved - 4/28/2025
Final Approval - 4/28/2025

PROPOSAL FOR INTERIM MANAGEMENT

**Interim Public Works Director
The City of Alpine, Texas**

April 17, 2025

This Proposal is Valid for 60-Days

Strategic Government Resources

P.O. Box 1642, Keller, Texas 76244

Office: 817-337-8581

**Wendle Medford, President Interim,
Consulting, and Embedded Services**

WendleMedford@GovernmentResource.com





Megan Antrim, City Manager of Alpine, Texas
April 17, 2025

Dear City Manager Antrim,

Thank you for the opportunity to submit this proposal to assist the City of Alpine, Texas in your recruitment for an Interim Public Works Director.

SGR has the unique ability to provide a personalized and comprehensive interim recruitment to meet your needs. We would like to draw your attention to some key aspects that distinguish SGR from other recruitment firms and allow us to reach the most extensive and diverse pool of applicants available:

- SGR is a recognized thought leader in local government management and is actively engaged in local government operations, issues, and best management practices.
- SGR is the largest interim services firm in Texas, and one of the largest in the nation, maintaining a candidate pool of more than 600 qualified local government professionals.
- SGR has been trusted with over 300 quality interim placements and counting.
- SGR announces all conducted recruitment in our 10-in-10/Servant Leadership e-newsletter subscribers: over 35,000 in all 50 states.
- SGR reaches a broad community of over 19,000 LinkedIn followers.

No other firm can touch our reputation for being trusted by both clients and candidates. We are excited about the prospect of working with the City of Alpine, and we are available to visit with you at your convenience.

Respectfully submitted,

Wendle Medford

Wendle Medford, President of Interim, Embedded & Consulting Services

WendleMedford@GovernmentResource.com

Table of Contents

1	About SGR
2	Unique Qualifications
4	Project Personnel
5	Project Methodology
9	Fee Structure & Service Guarantee
11	References
12	Clients, Positions, and Projects

About SGR

Strategic Government Resources, Inc. (SGR) exists to help local governments become more successful by recruiting, assessing, and developing innovative, collaborative, and authentic leaders. SGR was incorporated in Texas in 2002 with the mission to facilitate innovative leadership in local government. SGR is fully owned by former City Manager Ron Holifield, who spent two high-profile decades in city management and served as a City Manager in several cities.

SGR's business model is truly unique. Although we are a private company, SGR operates like a local government association. Most of SGR's principals are former local government officials, allowing SGR to bring a perspective and depth of local government expertise to every project that no other firm can match.

SGR's Core Values are Customer Service, Integrity, Philanthropy, Continuous Improvement, Agility, Collaboration, Protecting Relationships, and the Golden Rule.

SGR is a full-service firm, specializing in providing solutions for local governments in the areas of recruitment and retention, leadership development and training, innovation and future readiness, and everything in between.

With 28 full-time employees, 27 recruiters, 16 facilitators, and multiple consultants who function as subject matter experts on a variety of projects, SGR offers comprehensive expertise.

The company operates as a fully remote organization, with team members located in: Texas, Arizona, California, Colorado, Florida, Georgia, Main, Missouri, Montana, New York, North Carolina, South Carolina, Ohio, Oklahoma, and Oregon.

View all SGR team members and their bios at: <https://sgr.pub/MeetTeamSGR>.

SGR's Unique Qualifications

Extensive Network of Prospects

SGR is intent on being a leader in interim recruitment, and we believe it is imperative to be proactive in our mission to build a workforce that represents the communities we serve. SGR reaches an extensive and diverse pool of applicants by utilizing our unequaled network of prospects.

- Your position will be announced in SGR's 10-in-10/Servant Leadership e-newsletter subscribers: over 35,000 in all 50 states.
- SGR frequently partners with local government associations including League of Women in Government, Local Government Hispanic Network, and the National Forum for Black Public Administrators.

Collective Local Government Experience

Our Interim Services personnel have years of experience in local government, as well as regional and national networks of relationships. SGR team members are active on a national basis in local government organizations and professional associations. Many SGR team members frequently speak and write on issues of interest to local government executives. SGR can navigate all relevant networks as both a peer and insider.

Equal Opportunity Commitment

SGR strongly believes in equal employment opportunity. SGR does not discriminate and believes that equal opportunity is an ethical issue. SGR will not enter an engagement with an entity or organization that directs bias or expects bias to be demonstrated on any basis other than factors that affect the ability of the candidate to do the job. SGR will make a serious and sincere effort to encourage qualified applicants from underrepresented demographic groups to apply. Although SGR cannot guarantee the makeup of the semifinalist or finalist groups, SGR has relationships and contacts nationwide to encourage the meaningful participation of underrepresented minority groups, and we continue to evaluate and improve our processes by embedding a lens of equity and inclusion into our recruitment practices.

Listening to Your Unique Needs

SGR devotes significant time to actively listening to your organization and helping you define and articulate your needs. SGR dedicates a prodigious amount of energy to understanding your organization's unique culture, environment, and local issues to ensure a great fit regarding values, philosophy, and management style perspectives.

Trust of Candidates

SGR has a track record of providing remarkable confidentiality and wise counsel to candidates and next generation leaders. We have earned their trust. As a result, SGR is able to bring exceptional prospects to the interim candidate pool. Candidates trust SGR to assess the situation well, communicate honestly, and maintain their confidentiality to the greatest extent possible.

Accessibility & Communication

Your interim management services will be managed by Wendle Medford, President Interim, Consulting, and Embedded Services. Wendle is accessible at all times throughout the process and can be reached on cell phone or via email.

No Surprises

One of the worst things that can happen for you is to get surprised with undisclosed information about a candidate. SGR does thorough background work on all interim candidates to minimize the chance for surprises.

Comprehensive Background Investigation Reports

SGR utilizes a licensed private investigation firm to provide comprehensive background investigations for each interim candidate.

Comprehensive Media Reports

SGR conducts a comprehensive media search report on each interim candidate we recommend. Each media report is compiled from information gathered using our proprietary online search process. This is not an automated process and produces far superior results than a standard media or simple Google search.

Project Personnel

Wendle Medford, President
Interim, Consulting and Embedded Services

WendleMedford@GovernmentResource.com

Phone: 817-753-3157



Wendle Medford is a seasoned leader with over 20 years of experience in both municipal and private sector leadership. As President of Interim, Consulting, and Embedded Services at SGR, Wendle leads the successful delivery of interim management services and consulting projects for over 700 local governments across 47 states.

Wendle's career is marked by a series of executive leadership roles, including city management, where he has driven strategic growth and innovation in high-growth communities across North Texas. He combines a deep business acumen with technical expertise, ensuring the advancement of public services through the integration of advanced technology, process optimization, and a commitment to transparency and digital democracy.

A U.S. Air Force veteran, Wendle was recognized as a Distinguished Graduate by the U.S. Air Force Air Education and Training Command for his outstanding academic achievements. He holds both a Bachelor of Business Administration and a Master of Public Administration degrees, and has earned certifications as a Certified Public Manager (Texas State University) and a Certified Government Chief Information Officer (University of North Carolina at Chapel Hill), and is a graduate of the University of Oklahoma's Economic Development Institute. Additionally, Wendle is an alumnus of Leadership North Texas.

Project Methodology

Overview

SGR provides a comprehensive scope of interim management services, and each interim management contract is tailored to meet the client's specific needs. However, an interim management search typically entails the following:

1. Organizational Inquiry and Analysis

- Initial Interview to Determine Organizational Needs

2. Evaluation of Interim Candidate Pool

- Review Experience and Qualifications of Candidate Pool
- Determine Best Match for Interim Assignment
- Update Candidate's Stage 1 Media Search Report

3. Proposal and Selection of Interim Candidate

- Recommended Interim Candidate for Approval
- Schedule Interview of Recommended Candidate
- Finalize Candidate Selection
- Conduct Comprehensive Media Search
- Complete Background Investigation

4. Onboarding Process

- Finalize Assignment Details
- Notify Interim Candidate of Assignment Commencement

5. Assignment Period

- Check-ins to Ensure Client Satisfaction
- Process Weekly Interim Contractor Time Sheets

6. Conclusion of Assignment

- Close Assignment

Step 1: Organizational Inquiry and Analysis

In the Organizational Inquiry and Analysis Stage, SGR devotes tremendous energy to understanding your unique culture, environment, and goals to ensure the right match for your particular needs.

- **Interview to Determine Organizational Needs:** Fully understanding your needs is the most critical part of conducting a successful interim management search and placement. SGR conducts an interview to find out more about the position, special considerations, and the political environment. These interviews last approximately 30 minutes to one hour and identify individual issues that are relevant to the search as well as develop a composite understanding of the organization's preferences.

Step 2: Evaluation of the Interim Candidate Pool

SGR fully vets all local government professionals who make up our Interim Candidate Pool.

- **Review of Candidate's Experience and Qualifications:** Reviewing resumes is an important and valuable step in the interim search process, and SGR's goal is to have a clear understanding of the person behind the resume and what makes him/her an outstanding interim prospect for you.
- **Finding the Best Match:** SGR uses the information obtained in the initial interview and conversations to find the interim candidate who will be the best match for your organization.
- **Update of Candidate's Stage 1 Media Search Report:** SGR conducts a Stage 1 media search on each individual in our Interim Candidate Pool. Once SGR determines the best candidate to recommend, the media search report is updated for that candidate. This involves a review of all newspaper articles mentioning the candidate in major news outlets within the previous two years.
- **Conduct Comprehensive Media Search Report:** These media reports are compiled by utilizing our proprietary media search process, including variations of the candidates' names and states/cities in which they have lived or worked, and searches of local papers where the candidates have lived or worked. We also search social media sites. The Comprehensive Media Report typically ranges from 20-300 pages per candidate and may include news articles, links to video interviews, blog posts, etc.
- **Comprehensive Background Investigation Reports:** Through SGR's partnership with FirstCheck, a licensed private investigations company, we are able to obtain a comprehensive background screening reports that include detailed information such as:

- Social Security number trace
- Address history
- Driving history/motor vehicle records
- Credit report
- Federal criminal search
- National criminal search
- County wants and warrants
- Global homeland security search
- Sex offender registry search
- State criminal search (for current and previous states of residence)
- County criminal search (for every county in which the candidate has lived or worked)
- County civil search (for every county in which the candidate has lived or worked)
- Education verification

Due to the personal nature of the report, the actual background report will not be given to your organization; however, your organization will be notified of any issues discovered.

Step 3: Proposal and Selection of Interim Candidates

- **Recommend Interim Candidate for Approval:** SGR will recommend the candidate we believe is the best match to serve in the interim position for your organization. If you desire, SGR will recommend several candidates with which interviews can be scheduled you make your final decision.
- **Finalize Candidate Selection:** Once you have approved the interim candidate of your choice, SGR will notify the selected candidate.

Step 4: Onboarding Process

SGR will work with you and the selected candidate so the assignment can begin quickly.

- **Finalize Assignment Details:** SGR will finalize the details of the assignment, including location, start date, responsibilities, and any other necessary information.
- **Notify Candidate of Assignment Commencement:** SGR will notify the candidate of his/her selection and provide them with all of the information they will need to begin the assignment.

Step 5: Assignment Period

It is important that you are completely satisfied with the candidate selected for the interim position. If at any time, you feel like the candidate is not the right fit for your organization, SGR

will provide another interim candidate that meets your expectations.

- **Check-ins:** SGR will conduct check-ins with all parties to ensure that you are satisfied with the work being performed.
- **Process Contractor Time Sheets:** SGR provides the selected candidate with a contractor time sheet to log hours worked. The client will be asked to sign the time sheet to verify the hours worked at the end of each week. SGR will process the time sheet and pay the interim candidate.

Step 6: Conclusion of Assignment

Once the interim assignment is concluded, SGR will coordinate with your organization to close out the contract.

- **Close Assignment:** At the conclusion of the assignment, SGR will coordinate with your organization and the interim on the final work day. SGR will obtain the final time sheet from the interim candidate, and your organization will perform any exit processes necessary with the interim candidate.
- **Client Satisfaction Survey:** SGR works very hard to deliver exceptional customer service and it is important that we receive honest and objective feedback from our clients. We may ask you to complete a client satisfaction survey and discuss any feedback and suggestions you may have that will help us in our goal of continuous process improvement.

Fee Structure & Service Guarantee

SGR will provide a highly qualified interim manager at an hourly rate based on the total amount the City has in the current fiscal year budget for compensation of the position including, but not limited to:

- Base Salary
- FICA
- Worker's Comp
- Retirement
- Medical Insurance
- Dental Insurance
- Vision Insurance
- Life Insurance
- Long/Short Term Disability Insurance
- Longevity Pay
- Deferred Compensation
- Technology Allowance (cell phone, computer, etc.)
- Car Allowance
- Professional Membership Dues
- Any Other City Provided Benefit
- (Example: $\text{Salary} + \text{All Benefits} \div 2080 \text{ hours} = \text{Hourly Rate}$)

**Hourly rates are subject to change based on market demand.*

Depending on the location of the permanent residence of the selected interim candidate, the City may need to provide a mileage/travel stipend and/or temporary lodging, such as a hotel direct billed to the City during the term of the assignment.

Total Costs:

- Hourly rate – paid for hours worked
- Comprehensive Media Search \$500
- Background Report \$400
- Mileage/Travel/Temporary Lodging if necessary
- If City hires the candidate placed as Interim for a permanent position during the term of this agreement or within 12 months after the conclusion of this agreement, City will pay SGR an employment placement fee of \$10,000.00. This fee is waived if SGR conducts a full-service executive search for this position.

Billing

SGR will submit an invoice bi-weekly for the hours worked the previous week. The invoice is due within 14 days of receipt. Balances that are unpaid after the payment deadline are subject to a fee of 5% per month or the maximum lawful rate, whichever is less, on the owed amount every month, charged monthly until the balance is paid.

Provision of Service Guarantee

SGR guarantees that you will be satisfied with the interim candidate placed with your organization. If at any time, you do not feel like the candidate is the right fit for your organization, SGR will provide another interim candidate who meets your satisfaction, pending availability of suitable candidates.

References

Andrew Freeman

Interim City Manager City of Amarillo, Texas (pop. 199,000)

Email: andrew.freeman@amarillo.gov

Phone: 806-378-5285

Randy Singleton, Mayor

City of Bridgeport, Texas (pop. 64,000)

Email: rsingleton@cityofbridgeport.net

Phone: 940-683-3415

Jose Madrigal, City Manager

City of Durango, Colorado (pop. 19,000)

Email: jose.madrigal@durangogov.org

Phone: 970-375-5005

Aretha R. Ferrell-Benavides,

City Manager City of Martinsville, Virginia (pop. 13,500)

Email: a.ferrell-benavides@ci.martinsville.va.us

Phone: 276-403-5182

Bill Lindley, Town Administrator

Town of Highland Park, Texas (pop. 8,800)

Email: whlindley@hptx.org

Phone: 214-559-9444

Paul Grimes, City Manager

City of McKinney, Texas (pop. 182,000)

Email: pgrimes@mckinneytexas.org

Phone: 972-547-7501

Jason King, City Manager

City of Stephenville, Texas (pop. 21,000)

Email: jking@stephenvilletx.gov

Phone: 254-918-1265

Eric Ellwanger, City Manager

City of Allen, Texas (pop. 102,000)

Email: eellwanger@cityofallen.org

Phone: 214-509-4110

Clients, Positions & Projects

Aransas County, Texas
City of Addison, Texas
City of Amarillo, Texas
City of Angleton, Texas
City of Anna, Texas
City of Athens, Texas
City of Bastrop, Texas
City of Bedford, Texas
City of Brenham, Texas
City of Bridgeport, Texas
City of Broken Arrow, Oklahoma
City of Burkburnett, Texas
City of Burleson, Texas
City of Cameron, Missouri
City of Canyon, Texas
City of Carrollton, Texas
City of Castroville, Texas
City of Cedar Park, Texas
City of Celina, Texas
City of Cleburne, Texas
City of Colleyville, Texas
City of Dayton, Texas
City of Del Rio, Texas
City of Denison, Texas
City of DeSoto, Texas
City of Dickenson, Texas
Town of Double Oak, Texas
City of Dripping Springs, Texas
City of Dumas, Texas
City of Duncanville, Texas
City of Durango, Colorado
City of El Reno, Oklahoma
City of Ennis, Texas
City of Erie, Colorado
City of Eugene, Oregon
City of Fairview, Texas
City of Fate, Texas
City of Flatonia, Texas
City of Forney, Texas
City of Fort Worth, Texas
City of Fort Smith, Arkansas
City of Freeport, Texas
City of Palestine, Texas
City of Parkville, Missouri
City of Pecos, Texas
City of Pflugerville, Texas

City of Garland, Texas
City of Georgetown, Texas
City of Glenn Heights, Texas
City of Gonzales, Texas
City of Greenville, Texas
City of Gresham, Oregon
City of Heath, Texas
Town of Highland Park, Texas
Hunt County, Texas
City of Hutto, Texas
City of Irving, Texas
City of Joshua, Texas
City of Keene, Texas
City of Kemah, Texas
City of Keller, Texas
City of Kilgore, Texas
City of Lafayette, Colorado
City of Lago Vista, Texas
City of Lancaster, Texas
City of La Marque, Texas
City of La Vista, Nebraska
City of Levelland, Texas
City of Lexington, Texas
City of Llano, Texas
City of Lubbock, Texas
City of Marble Falls, Texas
City of Marshall, Texas
City of McKinney, Texas
City of Miami, Oklahoma
City of Mineral Wells, Texas
City of Missouri City, Texas
City of Moline, Illinois
City of Montgomery, Texas
City of Mount Pleasant, Texas
City of Murphy, Texas
City of New Braunfels, Texas
City of Nacogdoches, Texas
City of North Richland Hills, Texas
North Texas Municipal Water District
City of Oak Point, Texas
City of O'Fallon, Missouri
City of Overton, Texas
City of South Padre Island, Texas
City of Southlake, Texas
City of Superior, Arizona
City of Stephenville, Texas
City of Sunnyvale, Texas
City of Taylor, Texas
City of Terrell, Texas

City of Pilot Point, Texas
City of Plainview, Texas
City of Port Arthur, Texas
City of Princeton, Texas
Town of Providence Village
City of Quinlan, Texas
City of Richwood, Texas
City of Rockport, Texas
City of Round Rock, Texas
City of Roswell, New Mexico
City of Rowlett, Texas
City of Sachse, Texas
City of Saginaw, Texas

City of San Marcos, Texas
City of Seagoville, Texas
City of Sherman, Texas
City of Tomball, Texas
Town of Trophy Club, Texas
City of Weatherford, Texas
Town of Wellington, Colorado
City of West Lake Hills, Texas
City of Wilmer, Texas
City of Winnsboro, Texas
City of Wolfforth, Texas
The Woodlands Township Lee County, Florida
Parker County, Texas
Washington County, Oregon

Positions/Projects

City Manager
City Administrator
Administration Director
Assistant City Manager
Assistant to the City Manager
Assistant Community Services Director Assistant
Finance Director
Assistant Fire Chief
Building Official
Capital Projects Manager
Chief Building Official
Chief Financial Officer
Chief Information Officer
City Engineer
City Secretary
Community Development Director
Controller
CVB Director
Department of Public Safety
IA Consulting Development Director
Disaster Recovery Specialist
Utility Billing Manager

Economic Development Director
Field Operations Superintendent
Finance Director
Fire Chief Fire Marshal
Fixed Based Operations Director
Human Resources Director
Information Technology Director
Library Director
Municipal Court Administrator
Neighborhood Services Director
Parks Construction Manager
Planning/Community Development Director Planning
Manager
Police Chief Police Director
Public Information Officer/Webmaster
Public Works Director
Purchasing Manager
Risk Manager
Senior Contract Compliance Specialist
Street and Storm-water Director

Management Consulting Projects

Animal Services Study
Community Development
Compensation Market Analysis Containerized
Solid Waste Study
Disaster Recovery Consulting
Fee Studies
Finance Consulting

Human Resources Operational Assessment
Human Resources Consulting
Job Description Development
Market Competitive Analysis
Municipal Court Surveys
Pay Plan Development Services Personnel
Salary and Staffing Studies
Secret Shopper Program

Policies Development Procurement
Training Procurement Templates
Public Safety Assessments
Public Safety Internal Affairs

Salary Surveys
Utility Billing Department Assessment
Website Development and Management

Agreement for Interim Public Works Director Services for a Contract By and Between Strategic Government Resources and the City of Alpine, Texas



April 17, 2025

City of Alpine, Texas
Megan Antrim, City Manager
Megan.antrim@ci.alpine.tx.us

Strategic Government Resources
Wendle Medford, President
Interim, Consulting, and Embedded Services
WendleMedford@GovernmentResource.com

("City")

("SGR")

Scope of Services. The City of Alpine, Texas, (referred to as "City") seeks an Interim Public Works Director to perform related duties for City. Strategic Government Resources (referred to as "SGR") will provide a highly experienced local government professional to serve as Interim Public Works Director for City.

Recommended Candidate. SGR and City will work together to determine a final candidate for consideration. Should City wish to consider an alternate candidate, SGR can provide other experienced local government professionals for City to interview. City may interview candidate(s) by phone, Skype, or in person. City will reimburse all travel, lodging, and per diem expenses for any in-person interviews. If at any time during the assignment, City wishes to have another candidate provided to serve as Interim Public Works Director, SGR will produce additional experienced local government professionals to fill the position, to the satisfaction of City, pending availability of suitable candidates.

Directions and Control. The City is responsible for the direction, supervision, and control of the contractor. It is the City's responsibility to provide a safe workplace and to furnish the contractor with any equipment/training needed to perform their role.

Terms and Conditions. SGR will provide an Interim Public Works Director at a rate of \$75.00 - \$80.00 per hour (Dependent on Selected Candidate). The Interim Public Works Director will work a maximum of 40 hours per week unless approved by City. Any hours worked in excess of 40 hours per week will be billed at the standard contract rate of \$75.00 - \$80.00 per hour (Dependent on Selected Candidate).

City Contact for Invoicing:

Name: _____

Email: _____

Phone: _____

1. SGR will perform a Comprehensive Media Search on the candidate selected by City and provide a comprehensive media report to City. This media report is compiled from information gathered using

our proprietary online search process. This is not an automated process and produces far superior results than a standard media or simple Google search. The report length may be as long as 350 pages and may include news articles, links to video interviews, blog posts by residents, etc.

2. The City's final approval of the interim candidate will be dependent upon client acceptance of results of the media and background searches conducted, and we recommend a start date after completion of all elements of our background checking process.

Should an organization choose to start an interim candidate prior to completion of media searches and/or any other elements of the standard background investigation, SGR will be held harmless for any unexpected findings.

3. SGR will perform a comprehensive background investigation on the candidate selected by the City. SGR uses a licensed private investigation firm for these services. Through SGR's partnership with FirstCheck, we are able to provide our clients with comprehensive background screening reports that include detailed information such as:

- Social Security number trace
- Address history
- Driving history/motor vehicle records
- Credit report
- Federal criminal search
- National criminal search
- Global homeland security search
- Sex offender registry search
- State criminal search (for current and previous states of residence)
- County criminal search (for every county in which candidate has lived or worked)
- County civil search (for every county in which candidate has lived or worked)
- Education verification

4. City is responsible for the cost of any drug screening that City may require.
5. All routine business expenses incurred by SGR's representative in their role as Interim Public Works Director, will be reimbursed under the same terms and conditions that such expenses would be reimbursed for any other employee of City, such as mileage, hotel, and per diem when traveling at the request of City, and business meals incurred for local meetings. Commute time will not be billed by SGR.
6. The City will provide temporary housing such as a local hotel, direct billed to City, with a mileage/travel reimbursement between Interim Public Works Director's permanent residence and City. Mileage is reimbursed by City at the current IRS mileage reimbursement rate.
7. City will be billed bi-weekly for the previous 2 week's work and any travel/housing reimbursement. Payment will be due within 14 days of each billing. Balances that are unpaid after the payment deadline are subject to a fee of 5% per month or the maximum lawful rate, whichever is less, on the owed amount every month, charged monthly until the balance is paid. SGR will not be compensated for holidays, vacation time, sick leave, etc.

8. If City hires the candidate placed as Interim Public Works Director for a permanent position during the term of this agreement or within 12 months after the conclusion of this agreement, City will pay SGR an employment placement fee of \$10,000.00. This fee is waived if SGR conducts a full-service executive search for this position.
9. City or SGR may terminate the agreement for Interim Public Works Director Services with a fourteen (14) day written notice, without cause or penalty. If City does not provide a minimum of fourteen (14) days' written notice of termination of the agreement, City agrees to pay for Interim Public Works Director Services for a period not to exceed fourteen (14) days following the date of notice.
10. City grants SGR permission to use any name, logo, or other identifying mark of City in SGR's social media content to refer to the relationship established by this agreement.

Cost Summary. SGR will provide Interim Public Works Director Services to City as follows:

Interim Public Works Director Services	\$75.00 - \$80.00 per hour (Dependent on Selected Candidate)
Comprehensive Media Search Report	\$500.00
Background Investigation	\$400.00
Mileage/Temporary Housing	TBD*
Travel expenses for in-person interviews, if needed	TBD
Per diem for in-person interview, if needed	\$18 breakfast, \$20 lunch, \$32 dinner

**Mileage will be billed at the Standard Mileage Reimbursement Rate established by the IRS. City will provide temporary housing or a housing stipend, if necessary.*

Confidentiality Agreement. The Interim Public Works Director will perform services for City which may require City to disclose confidential and proprietary information to Interim Public Works Director or which may require City to grant authorization to the Interim Public Works Director to make financial and legal transactions on behalf of the City. Confidential information includes, but is not limited to, any information of any kind, nature, or description concerning any matters affecting or relating to Interim Public Works Director's services for City, the business or operations of City, and/or the products, projects, drawings, plans, processes, or other data of City. Financial and legal information includes, but is not limited to, financial institution wire transfers, deposits, withdrawals, cash handling, investment handling, real property transactions, or other financial or legal transactions of City. The Interim Public Works Director, through his/her contract with SGR agrees:

- To hold any and all confidential information received from City in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others.
- Not to disclose or divulge, either directly or indirectly, the confidential information to others unless first authorized to do so in writing by City. For financial and legal transactions, Interim Public

Works Director must receive authorization from City verbally and in writing, other than by email, and Interim Public Works Director shall maintain reasonable data security controls to protect Interim Public Works Director and City from social engineering attacks.

- Not to reproduce the confidential information, nor use this information commercially, or for any purpose other than the performance of his/her duties for City.
- That upon request or upon termination of his/her relationship with City, deliver to City, any drawings, notes, documents, equipment, and materials received from City or originating from his/her activities for City.
- That City shall have the sole right to determine the treatment of any information that is part or project specific received from Interim Public Works Director, including the right to keep the same as confidential and proprietary.

Venue. The venue for any disputes shall reside in Brewster County, Texas.

Applicable law. This agreement shall be governed by the laws of the State of Texas.

This agreement represents the full and complete agreement between Strategic Government Resources and the City of Alpine, Texas, and supersedes any and all prior written or verbal agreements. This agreement may be modified or amended only by a written instrument signed by the parties.

Approved and Agreed to on _____, by and between Strategic Government Resources and the City of Alpine, Texas.

Megan Antrim, City Manager
City of Alpine, Texas

Wendle Medford, President
Interim, Consulting, and Embedded Services
Strategic Government Resources

CITY COUNCIL AGENDA ITEM REPORT

May 6, 2025

Agenda Item No. 11A

Department: Office of the City Manager

Sponsor: Megan Antrim, City Manager

Memo Prepared By: Megan Antrim, City Manager



Staff Recommendation: Approve

AGENDA ITEM

Approve the second and final reading of Ordinance 2025-05-01, an Ordinance amending Chapter 74 - Parks and Recreation, Article II - Municipal Swimming Pool to the Alpine Code of Ordinances; Amending rules and regulations for the city pool. (M. Antrim, City Manager)

EXECUTIVE SUMMARY

Ordinance 2025-05-01 - Amendments to Municipal Swimming Pool Regulations

Ordinance 2025-05-01 updates Chapter 74, Article III of the City of Alpine Code of Ordinances, relating to the operation, conduct, and safety of the municipal swimming pool. These amendments were recommended by the Parks and Recreation Board and are intended to modernize and clarify pool rules to better support a safe and enjoyable public environment.

Key Updates Include:

- **Administrative Oversight:** Clarifies that City Council will designate a pool administrator and that admission charges will be established annually through the Parks & Recreation Fee Schedule.
- **Safety & Conduct Enhancements:** Age requirement updated: Children under 13 must now be accompanied by a responsible adult (previously under 6).
- **Expanded prohibitions:** Now explicitly bans vaping and tobacco use, not just smoking, and prohibits glass drink containers while allowing food (barbecue pits and electric grills remain prohibited).
- **Enforcement & Penalties:** A violation of the ordinance is considered a misdemeanor with penalties up to \$500 per occurrence.

These revisions ensure clearer enforcement, promote safer usage of the pool facility, and align with current public health and safety standards.

SUPPORTING MATERIALS

1. Ordinance 2025-05-01 Municipal Swimming Pool Regulations

BUDGET CONSIDERATIONS

Expenditure Required: N/A

Savings Anticipation: N/A
Current Budget FY 2024-2025: N/A
Additional Funding: N/A

APPROVERS

Alex Tackett, Records Clerk

Geoffrey R. Calderon, City Secretary

Megan Antrim, City Manager

Approved - 4/24/2025

Approved - 4/24/2025

Final Approval - 4/27/2025

ORDINANCE 2025-05-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS AMENDING CHAPTER 74 – PARKS AND RECREATION, ARTICLE II – MUNICIPAL SWIMMING POOL, TO THE ALPINE CODE OF ORDINANCES; AMENDING RULES AND REGULATIONS FOR THE CITY POOL; PROVIDING THE ESTABLISHMENT OF UP TO A \$500 PENALTY PER OCCURRENCE FOR VIOLATIONS OF THE ORDINANCE; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT, ENACTMENT, REPEALER, PENALTY, SAVINGS, SEVERABILITY, PROPER NOTICE AND MEETING, AND EFFECTIVE DATE CLAUSES.

WHEREAS, the Parks and Recreation Board is composed of community members who advise the City Council on policy decisions that affect Parks and Recreation programs of the city; and

WHEREAS, the Parks and Recreation Board has recommended changes to the City Council that would amend rules and regulations for the municipal swimming pool; and

WHEREAS, the amendments recommended by the Parks and Recreation Board will provide clarification and enhancements to the existing rules, and ensure that the municipal pool is properly taken care of, managed, and regulated to the benefit of all pool users; and

WHEREAS, Chapter 331 of the Texas Local Government Code provides that municipal parkland is under the operation, maintenance, control, and management of the City; and

WHEREAS, the City of Alpine is a home-rule municipality that owns and operates city parks for the use and enjoyment of the general public; and

WHEREAS, the city endeavors to assert its rights as a property owner by implementing rules and regulations that will benefit the general public as recommended by the Parks Board.

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

SECTION I

FINDINGS OF FACT

The Alpine Code of Ordinances is hereby amended to reflect the changes hereto attached as Exhibit “A.” The premises attached as Exhibit “A” are found to be true and correct legislative and factual findings of the City Council of the City of Alpine and are hereby approved and incorporated herein as findings of fact.

SECTION II

INCLUSION IN THE CODE OF ORDINANCES

The provisions of this ordinance shall become and be made a part of the Code of Ordinances of Alpine, Texas. The sections of the Ordinance may be renumbered or re-lettered to accomplish such, and the word “ordinance” may be changed to “section,” “article,” or any other appropriate

word. The codifier of the City is empowered to make amendments to match the style of the existing code.

SECTION III CUMULATIVE CLAUSE

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

SECTION IV PENALTY CLAUSE

Any person, corporation, or entity who intentionally, knowingly, recklessly, or with criminal negligence violates any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$500.00. Each day in which any violation occurs, or each occurrence of any violation, shall constitute a separate offense.

SECTION V SAVINGS CLAUSE

The repeal of any ordinance or part of ordinances effectuated by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinances at the time of passage of this ordinance.

SECTION VI SEVERABILITY CLAUSE

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

SECTION VII PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code. A public hearing was held on May 6, 2025, where interested parties had the opportunity to make public comments on this ordinance prior to approval. Notice of the date and time of the hearing and notice of how to obtain copies of the proposed ordinance was published in the Alpine Avalanche, the official newspaper of the City of Alpine on May 1, 2025.

SECTION VIII EFFECTIVE DATE

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

PASSED AND ADOPTED THIS 6th DAY OF MAY 2025 BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.

INTRODUCTION AND FIRST READING

APRIL 15, 2025

SECOND AND FINAL READING

MAY 6, 2025

APPROVED:

ATTEST:

Catherine Eaves, Mayor

Geoffrey R. Calderon, City Secretary

APPROVED AS TO FORM:

City Attorney

EXHIBIT “A”

EDITOR’S NOTE:

Additions are Underlined. ~~Omissions appear in Strikethrough Text.~~

ARTICLE III. MUNICIPAL SWIMMING POOL¹

DIVISION 1. GENERALLY

Sec. 74-76. Council designated administrator.

The council ~~is designated as~~ shall designate the administrator of the municipal swimming pool under rules, regulations and directives that it may, from time to time, promulgate.

(Code 1978, § 19-19)

¹State law reference(s)—Authority to provide swimming pools, Vernon's Ann. Civ. St. art. 1015c-2.

Sec. 74-77. Admission charges.

Charges to be made for admission to the municipal pool shall be set ~~by the council, by resolution, annually, in~~ accordance with Appendix D: Parks & Recreation Fees, set by annual city council resolution. A copy of the Parks and Recreation appendix may be obtained at city hall during normal business hours or by visiting www.cityofalpine.com/fees.

(Code 1978, § 19-20)

~~Sec. 74-78. Additional rules.~~

~~Such other rules, regulations and administrative policies that, from time to time, are adopted by the council, shall be and become a part of this article as supplementary rules and regulations to this article, and violations thereof shall be subject to the penalties provided for violation of this Code.~~

(Code 1978, § 19-39)

Secs. 74-78~~9~~—74-100. Reserved.

DIVISION 2. CONDUCT IN POOL AREA

Sec. 74-101. Applicability of regulations.

This division shall govern all persons using the municipal pool or pool property, or present at such municipal pool or pool property. ~~Failure to comply with this division shall constitute a misdemeanor.~~

(Code 1978, § 19-21)

Sec. 74-102. Running prohibited.

There shall be no running in the pool area.

(Code 1978, § 19-22)

Sec. 74-103. ~~Drinks~~ Glass drinks prohibited, food allowed.

No glass drinks or containers of drinks of any kind shall be permitted in the fenced-in pool area. Food is allowed in the fenced-in pool area, but barbeque pits and electric grills are strictly prohibited.

(Code 1978, § 19-23)

Sec. 74-104. Number of divers on diving board.

There may be only one diver on the diving board at any given time.

(Code 1978, § 19-24)

Sec. 74-105. Swimming in diving area.

No swimming shall be permitted in the diving area, or under any diving board, except upon returning to the pool surface from a dive.

(Code 1978, § 19-25)

Sec. 74-106. Use of safety ropes.

Swimmers shall not use safety ropes except for emergency safety, and there shall be no playing upon or with such ropes.

(Code 1978, § 19-26)

Sec. 74-107. Rough play.

No dunking of others or rough play shall be allowed in the pool or pool area.

(Code 1978, § 19-27)

Sec. 74-108. Toys, floats, etc.

Inflatable toys, floats or other paraphernalia shall be permitted in the pool area only at the discretion of the pool manager.

(Code 1978, § 19-28)

Sec. 74-109. Number of swimmers.

The pool manager shall have the authority to determine the number of swimmers in the pool at any given time.

(Code 1978, § 19-29)

Sec. 74-110. Playing with pool equipment.

No playing shall be permitted upon ladders or diving boards, or upon or with other pool equipment.

(Code 1978, § 19-30)

Sec. 74-111. Talking to lifeguard.

There shall be no talking to the lifeguard on duty, except to call for assistance or instructions regarding pool safety or etiquette.

(Code 1978, § 19-31)

Sec. 74-112. Alcoholic beverages.

No alcoholic beverages in any form shall be permitted in the pool area or in the parking area adjacent to the pool area.

(Code 1978, § 19-32)

Sec. 74-113. Shower required.

All swimmers must take showers before entering the pool area.

(Code 1978, § 19-33)

~~Sec. 74-114. Bathing caps required.~~

~~Swimmers with long hair must wear bathing caps in the pool.~~
(Code 1978, § 19-34)

Sec. 74-115. Accompaniment of small children.

All children under ~~six~~ thirteen years of age in the pool area must be accompanied by a parent or other responsible adult person who is 18 years of age or older.
(Code 1978, § 19-35)

Sec. 74-116. Smoking.

No smoking, vaping, dipping, or other use of tobacco in the pool area shall be permitted.
(Code 1978, § 19-36)

Sec. 74-117. Refuse disposal.

No ~~refuse~~ household waste of any kind or nature shall be deposited, or permitted to be deposited, in any manner, in the swimming or wading pool, or in any other portion of the pool area, other than in designated receptacles.
(Code 1978, § 19-37)

Cross reference(s)—Solid waste, ch. 82.

Sec. 74-118. Trespassing.

No one, except authorized pool personnel, or other city employees engaged in their respective duties relative to city business, garbage collection or other designated duties, shall be permitted within the pool area except when the pool is open for business and regular attendants are on duty. Any violation of this section shall be declared a trespass, per se.
(Code 1978, § 19-38)

Sec. 74-119. Enforcement.

Any person, firm, or organization violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed five hundred dollars (\$500.00).

Secs. 74.120~~119~~—74-125. Reserved.

CITY COUNCIL AGENDA ITEM REPORT

May 6, 2025

Agenda Item No. 11B

Department: Office of the City Manager

Sponsor: Megan Antrim, City Manager

Memo Prepared By: Megan Antrim, City Manager



Staff Recommendation: Approve

AGENDA ITEM

Approve the second and final reading of Ordinance 2025-05-02, an ordinance authorizing the vacation, abandonment, and sale of 0.046 acres out of S. 5th St. right of way, platted as part of Ferguson's Second Addition to the City of Alpine, Envelope 96, Plat Records of Brewster County, Texas; Authorizing the City Manager to execute a Deed without Warranty to the applicant, Horticultural Consulting LLC; Directing that funds from the sale of the city's interest be deposited in the general fund for the purpose of street improvements; Providing for terms and conditions of such thereof; Providing for a Severability Clause; Providing for an Effective Date. (M. Antrim, City Manager)

EXECUTIVE SUMMARY

Executive Summary – Ordinance 2025-05-02 - Sale of City Property to Horticultural Consulting, LLC (Kara Coats)

Ordinance 2025-05-02 authorizes the vacation, abandonment, and sale of approximately 0.046 acres of unimproved City right-of-way along South 5th Street, located within Ferguson's Second Addition to the City of Alpine. The request was submitted by Kara Coats, owner of Horticultural Consulting, LLC, an abutting property owner.

Key Updates and Background:

- Following the initial request to purchase a larger portion of City-owned right-of-way, Mrs. Coats agreed to revise the petition and proceed with the purchase of a smaller, reduced acreage.
- As part of this revised request, the property was resurveyed and reappraised by Borderland Appraisals, LLC, establishing the updated fair market value at \$4,900.00.

Terms of the Ordinance:

- The City will retain all necessary utility easements for public infrastructure and maintenance access.
- The purchaser is responsible for all replatting and recording costs, and the sale proceeds will be deposited in the General Fund for street improvements as required by law.
- The transfer will be finalized upon fulfillment of all terms, at which time a Deed Without Warranty and Certificate of Compliance will be issued by the City Manager.

This ordinance reflects the City's commitment to responsibly managing its assets while accommodating reasonable requests from property owners that do not conflict with public use.

SUPPORTING MATERIALS

1. 2025-05-02 ORD Sale of City Property to Kara Coats - Horticultural Consulting LLC
2. Revised Reduced Acreage Petition to Purchase Right of Way March 21, 2025 with Revised Appraisal_Redacted

BUDGET CONSIDERATIONS

Expenditure Required: N/A
Savings Anticipation: N/A
Current Budget FY 2024-2025: N/A
Additional Funding: N/A

APPROVERS

Alex Tackett, Records Clerk
Geoffrey R. Calderon, City Secretary
Megan Antrim, City Manager

Approved - 4/24/2025
Approved - 4/24/2025
Final Approval - 4/27/2025

ORDINANCE 2025-05-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALPINE TEXAS, AUTHORIZING THE VACATION, ABANDONMENT, AND SALE OF 0.046 ACRES OUT OF S. 5TH ST. RIGHT OF WAY, PLATTED AS PART OF FERGUSON'S SECOND ADDITION TO THE CITY OF ALPINE, ENVELOPE 96, PLAT RECORDS OF BREWSTER COUNTY, TEXAS; AUTHORIZING THE CITY MANAGER TO EXECUTE A DEED WITHOUT WARRANTY; DIRECTING THAT FUNDS FROM THE SALE OF THE CITY'S INTEREST BE DEPOSITED IN THE GENERAL FUND FOR THE PURPOSE OF STREET IMPROVEMENTS; PROVIDING FOR TERMS AND CONDITIONS OF SUCH THEREOF; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Alpine, Texas, as a Home-Rule Municipality and operating under the laws of the State of Texas, has the authority under *Chapters 272 and 253 of the Texas Local Government Code*, as amended, to vacate, abandon, and close municipal rights-of-way, streets or alleys, by ordinance, when such action is in the best interest of and serves the public purpose; and

WHEREAS, Chapter 272, *Texas Local Government Code*, authorizes political subdivisions to sell and convey rights-of-way to one or more abutting property owners; and

WHEREAS, the City has received a petition from the Horticultural Consulting, LLC, to purchase 0.046 acres, more or less, of property out of South 5th Street Right of Way; and

WHEREAS, an appraisal of the property was conducted by Borderland Appraisals, LLC, who has confirmed that the appraised fair market value of the property is \$4,900; and

WHEREAS, the City Council of the City of Alpine, Texas, finds and declares that it is in the best interest of all of the citizens of the City of Alpine, Texas, that upon vacation and abandonment of said property, it be sold for the appraised value thereof to Kara Coats of Horticultural Consulting, LLC.

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

SECTION 1. All of that certain land consisting of 0.046 acres out of S. 5th St. right-of-way, Platted as part of Ferguson's Second Addition to the City of Alpine, Envelope 96, Plat Records of Brewster County, Texas, requested to be purchased by Horticultural Consulting, LLC, is not needed for public purposes and it is in the public interest to vacate, abandon, and close the property. The property is hereby abandoned, vacated, and closed.

SECTION 2. The City approves the vacation, abandonment, closure, and sale of the property contingent to a permanent utility easement being retained by the City for all public utilities and utility maintenance vehicles and equipment. The purchasers of the property must convey appropriate easements to the City to cover any public utility lines which may already exist or may

hereafter be laid on the aforementioned property in the future.

SECTION 3. The City Manager is hereby authorized and directed to convey a Deed Without Warranty for the unimproved alley described in Section 1 of this ordinance to the purchaser, Horticultural Consulting, LLC, upon completion of payment of the fair market value and all other requirements outlined herein. The consideration for said sale shall be deposited in the General Fund for the purpose of street improvements, as required by Texas Local Government Code, Section 253.001

SECTION 4. The abandonment, vacation, closure, and sale provided herein is made and accepted subject to all present zoning and deed restrictions, if the latter exists, and all easements, whether apparent or non-apparent, aerial, surface, or underground.

SECTION 5. The abutting property owner declaring interest to buy all or portions of the said unimproved property shall pay all costs associated with procedures necessitated for the purposes of the petition, compensation for the fair market value of the property, the costs to have the property replatted within sixty (60) days, and any cost of recording official instruments with the Brewster County Clerk. The appraised value thereof being FOUR THOUSAND NINE HUNDRED DOLLARS (\$4,900.00).

SECTION 6. The City Manager of the City of Alpine is hereby authorized to execute and deliver a Certificate of Compliance to the purchaser upon the completion of all conditions and requirements set forth in this ordinance including the mandatory replat of the property within sixty (60) days.

SECTION 7. The abandonment, vacation, closure, and sale of property shall be effective upon the purchaser satisfying all conditions and requirements set forth in this Ordinance, as evidenced by a Certificate of Completion and Deed without Warranty executed by the City Manager.

SECTION 8. Should any part of this Ordinance be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 9. The foregoing recitals are found to be true and correct legislative and factual findings of the City Council of the City of Alpine, Texas and are hereby incorporated as findings of fact.

PASSED, APPROVED, AND ADOPTED BY A MAJORITY VOTE ON THIS 6TH DAY OF MAY 2025 BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.

**INTRODUCTION AND FIRST READING
APRIL 15, 2025**

**SECOND AND FINAL READING
MAY 6, 2025**

Catherine Eaves, Mayor

ATTEST:

Geoffrey R. Calderon, City Secretary

APPROVED AS TO FORM:

Cynthia Trevino, City Attorney

Horticultural Consulting LLC
509 S. 5th Street, Alpine, TX 79830
504 W. 19th Street, Wilmington, DE 19802

March 21, 2025

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

RE: REVISED REDUCED ACREAGE Petition to Purchase Right-of-Way at Terminus of South 5th St.
Mr. Calderon, City Secretary:

Thanks for your continued assistance with our right-of-way petition for the terminus of South 5th Street.

The original May 29, 2024, petition was not approved by City Council due to concerns expressed by Alpine's Utility Department regarding the existence of utilities in the right-of-way. Subsequent to that decision, in early November 2025 we met with the City Manager and the City's Utility Department and identified a smaller acreage that does not include any underlying City utilities. The Utility Department said that they no longer had any concerns with the reduced acreage.

City Council informally reviewed the preliminary documents submitted on Dec. 27, 2024, for the reduced acreage petition to purchase right-of-way at the terminus of S. 5th Street, during the Feb. 4, 2025, City Council Meeting and indicated that, if formally resubmitted with a new survey, that they would reconsider the petition favorably now that the City Utilities Department did not have any concerns.

Accordingly, please find a new survey showing the reduced acreage from the original 0.096 acres to 0.046 acres. Also attached please find a revised appraisal from a different appraiser, Borderland Appraisals LLC, since Mr. Loeffler passed away, showing the value for the reduced acreage of \$4,900 for 0.046 acres.

The Revised Reduced Acreage Petition is submitted by Horticultural Consulting LLC, confirmed through signatory authority by owner and manager Kara S. Coats, as per the attached Resolution of the LLC.

Sincerely,



Kara S. Coats

Enclosures:

1. Exhibit 1 – Signed Petition for Closure & Purchase of Right of Way (Notarized original) including signature of abutting property owners
2. Exhibit 2 – Petition to Replat Purchased Property (Notarized original)
3. Revised survey and metes and bounds for 0.046 acres
4. Name and contact information of the petitioner.
5. Texas Certificate of Fact for LLC; Delaware Certificate of Formation for LLC, and Resolution of LLC to acquire property.
6. Appraisal of the Right of Way by Borderland Appraisal LLC of Revised Reduced Acreage
7. LLC Resolution

EXHIBIT 1

PETITION FOR CLOSURE & PURCHASE OF CITY-OWNED PROPERTY

STATE OF TEXAS §

COUNTY OF BREWSTER §

TO THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS:

Now, come(s) Horticultural Consulting LLC of the City of Alpine, County of Brewster, State of
(Purchaser)

Texas, and request the City Council of the City of Alpine, Texas to close and/or abandon a
street/alley described as: End of South 5th Street between 508/410378 and 509/410353 South 5th Street
(alley, street location and boundaries)

Said Horticultural Consulting LLC represents that they/he/she own(s) the following property:
(property owner(s))

508 S. 5th Street Alpine TX 79830 (Tax Parcel # 10378) and legally described as
(Street Address)

Lot 5, Block 1, J.W. Ferguson's 2nd Addition to Alpine, Enclave 96 which adjoins or abuts
(Legal Description)

the street/alley. Said property owner(s) request the above referenced street/alley be closed and/or
abandoned for the following reason(s): To combine with tax parcel 10378

ABUTTING PROPERTY OWNER PETITION

I, Jenna Beaulieu affirm that I own the property that abuts the street or
(Abutting Property Owner Printed Name)
alley that the above petition is concerning. I hereby request the closure, abandonment, and sale of
the land to the above petitioner.

Address: 605 South 5th St.
Phone Number: 0

Signature: Jenna Beaulieu
Date: 4/5/24

ABUTTING PROPERTY OWNER PETITION

I, MARTHA B. COATS affirm that I own the property that abuts the street or
(Abutting Property Owner Printed Name)
alley that the above petition is concerning. I hereby request the closure, abandonment, and sale of
the land to the above petitioner.

Address: 509 S. 5th ALPINE TX
Phone Number: 1.362.545.7834 79830

Signature: Martha B. Coats
Date: APRIL 11, 2024

The City shall have the right to reserve easements necessary for the existing utilities or require the owner(s) provide a new utility/drainage easement should the closing require relocation of utilities. The said property owner(s) agree(s) that should the closing require relocation of utilities, such relocation shall be at their expense.

The purchaser(s) agree(s) that expenses related to the survey (plat and field notes including jointers), appraisal, publication and mailing of public hearing notices and any other applicable fees shall be at the petitioner's expense.

We, the petitioner(s) agree to hold the City of Alpine harmless, and indemnify it against all suits, costs, expenses and damages that may arise out of this request for closure and abandonment.

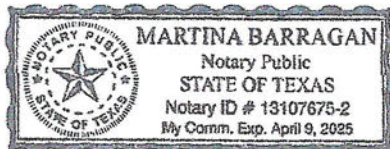
RESPECTFULLY SUBMITTED BY Kara Coats this the day 3rd of
(Printed Name of Purchaser) (Day)
May, 20 24.
(Month) (Year)

[Signature]
(Signature of Purchaser)

THE STATE OF TEXAS §
COUNTY OF BREWSTER §

This instrument was acknowledged before me on this the 3 day of
May, 20 24.

[SEAL]



[Signature]
Notary Public, State of Texas

RESPECTFULLY SUBMITTED BY _____ this the day _____ of
(Printed Name of Purchaser) (Day)
_____, 20 _____.
(Month) (Year)

(Signature of Purchaser)

THE STATE OF TEXAS §
COUNTY OF BREWSTER §

This instrument was acknowledged before me on this the _____ day of
_____, 20 _____.

[SEAL]

Notary Public, State of Texas

EXHIBIT 2

AGREEMENT TO REPLAT PURCHASED PROPERTY

WHEREAS, I (we), the undersigned purchaser(s) of real property described as

End of South 5th Street between 508 (#10398) and 509 (#10388) South 5th Street
(alley, street location and boundaries)

located in the City of Alpine, County of Brewster, and State of Texas wish to purchase said property from the City of Alpine; and

WHEREAS, said purchase requires that the property described above be replatted upon approval by the City Council; and

WHEREAS, I (we) understand that the replat is non-negotiable and a contingent part of the sale.

THEREFORE, I (we) agree to have the property described above replatted as required by the City of Alpine and to file said replat with the County of Brewster within sixty (60) days of the finalization of the sale of the property.

1. I (we) agree that all costs associated with the aforementioned replat, including surveying, filing, advertising and recording fees shall be the responsibility of the undersigned.
2. I (we) agree that any improvements made prior to the completion of this replat are made entirely at our own risk and the City of Alpine shall not be responsible for any cost or loss.
3. I (we) agree that the City of Alpine may seek injunctive relief to enforce the terms of this agreement and that I (we) shall be assessed with those costs, expenses and reasonable attorney's fees.
4. This agreement is binding upon the parties and their heirs, successors and assigns.
5. I (we) agree to deliver a certified check to the Alpine Finance Department no later than five (5) working days after the passage of the ordinance.

In witness whereof, I (we) have hereunto set my (our) hand(s) this the 3rd day of May, 2024.

Kara S. Coats
Printed name of Purchaser

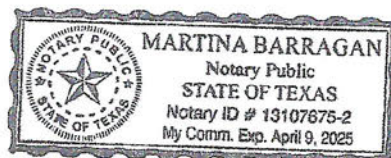
[Signature]
Signature of Purchaser

THE STATE OF TEXAS §

COUNTY OF BREWSTER §

This instrument was acknowledged before me on this the 3 day of May, 2024.

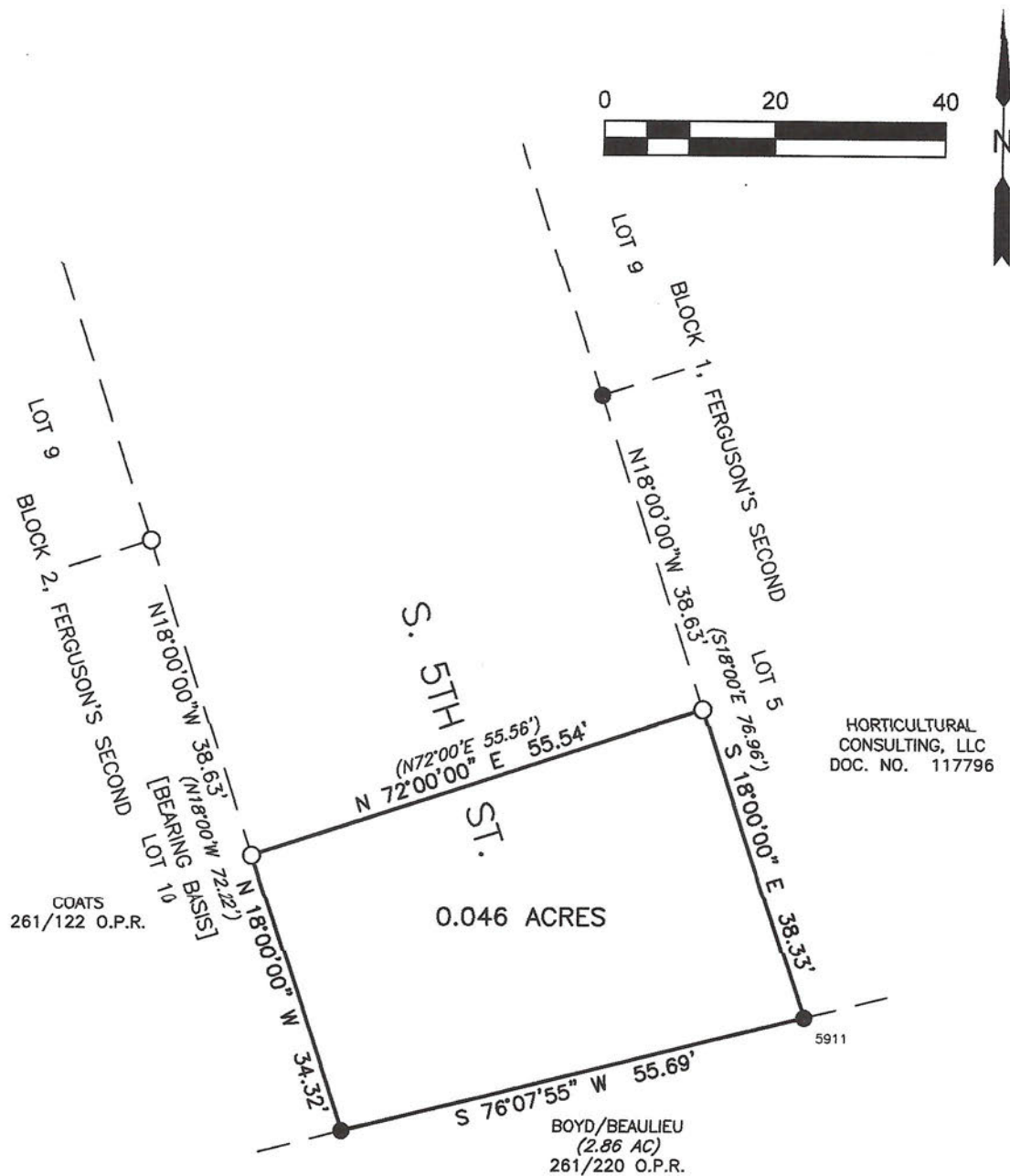
[SEAL]



[Signature]
Notary Public, State of Texas

SURVEY PLAT

0.046 ACRES OUT OF S. 5TH ST. RIGHT-OF-WAY, PLATTED AS PART OF FERGUSON'S SECOND ADDITION
TO THE CITY OF ALPINE, ENVELOPE 96, PLAT RECORDS OF BREWSTER COUNTY, TEXAS
ALPINE, TEXAS



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

LEGEND

- IRON ROD FOUND [CAPPED AS NOTED]
 - CAPPED IRON ROD SET [5911]
 - () RECORD INFORMATION
- BEARING BASIS: AS SHOWN



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

Kevin Mueller

2-26-2025

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

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

0.046 ACRES

METES AND BOUNDS DESCRIPTION OF 0.046 ACRES OUT OF S. 5TH ST. RIGHT-OF-WAY, PLATTED AS PART OF FERGUSON'S SECOND ADDITION TO THE CITY OF ALPINE, ENVELOPE 96, PLAT RECORDS OF BREWSTER COUNTY, TEXAS, SAID 0.046 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a capped iron rod [5911] found for the southeast corner of S. 5th St., southwest corner of Lot 5, Block 1 of said Ferguson's Second Addition and **POINT OF BEGINNING** of the herein described tract;

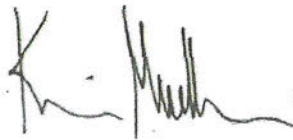
THENCE with the south line of said S. 5th St. and south line of said Ferguson's Second Addition, **S 76°07'55" W**, a distance of **55.69 feet** to an iron rod found for the southwest corner of said S. 5th St. and southeast corner of Lot 10, Block 2 of said Ferguson's Second Addition;

THENCE with the west right-of-way line of said S. 5th St. and east line of said Lot 10, **N 18°00'00" W**, a distance of **34.32 feet** to a capped iron rod [5911] set for the northwest corner of the herein described tract, from which a capped iron rod [5911] set for the northeast corner of said Lot 10 bears, **N 18°00'00" W**, a distance of 38.63 feet;

THENCE over and across said S. 5th St., **N 72°00'00" E**, a distance of **55.54 feet** to a capped iron rod [5911] set in the east right-of-way line of said S. 5th St. for the northeast corner of the herein described tract, from which the northwest corner of said Lot 5 bears, **N 18°00'00" W**, a distance of 38.63 feet;

THENCE with the east right-of-way line of said S. 5th St., **S 18°00'00" E**, a distance of **38.33 feet** to the **POINT OF BEGINNING** of the herein described tract, containing **0.046 ACRES** of land, more or less.

I, Kevin Mueller, do hereby certify that this description was prepared from a survey performed under my supervision during February 2025, and is true and correct to the best of my knowledge.



2-26-2025

KEVIN MUELLER
SAW TOOTH SURVEY
P.O. BOX 1751
ALPINE, TX 79831
(432) 538-2115



LAND APPRAISAL REPORT

IDENTIFICATION	Owner	City of Alpine		Census Tract	9503.00		Map Reference	Area not mapped	
	Property Address	ROW S 5th St							
	City	Alpine		County	Brewster		State	TX	
	Legal Description	See Attached Survey							
NEIGHBORHOOD	Sale Price \$	NA		Date of Sale	NA		Property Rights Appraised	☒ Fee ☐ Leasehold ☐ De Minimis PUD	
	Actual Real Estate Taxes \$	NA		(yr)	NA		Loan Charges to be paid by seller \$	NA	
	Other Sales Concessions	NA							
	Client	Horticultural Consulting LLC							
	Address	509 S 5th St #1, Alpine, TX 79830							
	Occupant	None		Appraiser	Dee A Perkins		Instructions to Appraiser		
	Intended User	Horticultural Consulting LLC		Intended Use	Current Market Value for Negotiation Purposes				
	Location	☒ Urban	☐ Suburban	☐ Rural					
	Built Up	☒ Over 75%	☐ 25% to 75%	☐ Under 25%					
	Growth Rate	☐ Fully Dev.	☒ Rapid	☒ Steady	☐ Slow				
Property Values	☐ Increasing	☒ Stable	☐ Declining						
Demand/Supply	☐ Shortage	☒ In Balance	☐ Oversupply						
Marketing Time	☐ Under 3 Mos.	☒ 4-6 Mos.	☐ Over 6 Mos.						
Present Land Use	75 %1 Family	2 %2-4 Family	0 % Apts	0 % Condo	12 % Commercial				
Change In Present Land Use	☒ Not Likely	☐ Likely(*)	☐ Taking Place (*)						
Predominate Occupancy	☒ Owner	☐ Tenant	% Vacant						
Single Family Price Range	\$ 45	to \$ 1,275	Predominant Value \$	200					
Single Family Age	0 yrs to	124 yrs.	Predominant Age	55 yrs					
Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): <u>Subject is located in a residential-use area consisting primarily of single-unit residences 0.5-mile southeast of the downtown area of Alpine. Subject has typical linkages to the hospital, courthouse, local university, schools, places of worship, etc. Proximity to local businesses is favorable due to Alpine being a small town. Unimproved land use it typical & market-accepted. Annual sales of unimproved lots are few due to the population/size of the market.</u>									
SITE	Dimensions	See Attached Survey		=		2004 sf		☐ Corner Lot	
	Zoning Classification	R-3 Residential							
	Highest and best use	☒ Present use		☐ Other (specify)		Highest & best use is unimproved land as the lot size does not meet requirements for R4 zoning.			
	Elec.	☒ Public	☐ Other (Describe)	OFF SITE IMPROVEMENTS		Topo	Sloping to Steeply-Sloping		
	Gas	☒		Street Access	☒ Public ☐ Private	Size	2004 sf		
	Water	☒		Surface	☐ Paved	Shape	Rectangular		
	San. Sewer	☒		Maintenance	☒ Public ☐ Private	View	Res/Avg		
		☐ Underground Elect. & Tel.		Storm Sewer	☐ Curb/Gutter	Drainage	Appears adequate		
				Sidewalk	☐ Street Lights	Is the property located in a HUD identified Special Flood Hazard Area? ☒ No ☐ Yes			
	Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions): <u>No adverse conditions were apparent; however, consultation with a professional surveyor is always recommended.</u>								
MARKET DATA ANALYSIS	The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.								
	For the Market Data Analysis ☒ See grid below ☐ See narrative attachment								
	SUBJECT PROPERTY		COMPARABLE NO.1		COMPARABLE NO.2		COMPARABLE NO.3		
	Address		Lot 2, Blk 57, Hancock		Lot 2, Blk 77, Original Town		Lots 3,4, Blk 3, Berkley		
	Alpine, TX 79830		Alpine, TX 79830		Alpine, TX 79830		Alpine, TX 79830		
	Proximity to Subject		0.49 miles E		0.16 miles W		0.30 miles NE		
	Sales Price		\$ 21,000		\$ 16,800		\$ 20,000		
	Price /		\$ 2.74		\$ 2.33		\$ 2.40		
	Data Source		MLS#L1137904S		MLS#L1120291S		MLS#L1127196S		
	Date of Sale and		DESCRIPTION		DESCRIPTION		DESCRIPTION		
	Time Adjustment		01/20/2023		12/17/2021		09/23/2021		
	Location		Res/Avg		Res/Avg		Res/Avg		
	Site/View		2004 sf		7667 sf		7223 sf		
	Utility		Reduced		Typical		Typical		
	Sales or Financing								
Concessions									
Net Adj.(Total)		Plus X Minus \$ -16,200		Plus X Minus \$ -12,300		Plus X Minus \$ -14,600			
Indicated Value of Subject		Net=-77%		Net=-73%		Net=-73%			
		Gross=77%		Gross=102%		Gross=104%			
		\$ 4,800		\$ 4,500		\$ 5,400			
Comments on Market Data All sales are from subject's market & are reliable indicators of value; however, due to few similar sites from which to choose, all sales have large line item, net, & gross adjustment percentages and exceed 12-month period. All sales are adjusted for site size and superior utility due to subject's size and topography. Sales 2 & 3 are adjusted for time of sale. No other adjustments are justified.									
RECONCILIATION	Comments and Conditions of Appraisal: <u>The subject does not meet current zoning size requirements; therefore, no improvements can be made to the subject without a variance. It is assumed no adverse environmental conditions exist, and assignment results may change should information to the contrary become available.</u>								
	Final Reconciliation: <u>All sales receive equal weight in estimating subject's market value opinion due to similar market appeal.</u>								
I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF 05/01/2024 to be \$ 4,900									

This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent deficiencies or adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale of the subject property.
10. I have knowledge and experience in appraising this type of property in this market area.
11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event.
18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
19. I identified the client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
20. I am aware that any disclosure or distribution of this appraisal report by me or the client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

21. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature Dee A Perkins
 Name Dee A Perkins
 Company Name Borderland Appraisals LLC
 Company Address PO Box 64
Alpine, TX 79831
 Telephone Number 432-364-2243
 Email Address _____
 Date of Signature and Report 03/21/2025
 Effective Date of Appraisal 05/01/2024
 State Certification # 1360468
 or State License # _____
 or Other (describe) _____ State # _____
 State TX
 Expiration Date of Certification or License 10/31/2025

ADDRESS OF PROPERTY APPRAISED

ROW S 5th St
Alpine, TX 79830

APPRAISED VALUE OF SUBJECT PROPERTY \$ 4,900

CLIENT

Name _____
 Company Name Horticultural Consulting LLC
 Company Address 509 S 5th St #1
Alpine, TX 79830
 Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

- ☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
 Date of Inspection _____
☐ Did inspect interior and exterior of subject property
 Date of Inspection _____

COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
 Date of Inspection _____

Borderland Appraisals LLC
COMMENT ADDENDUM

File No. 05012024b
Case No.

Borrower NA

Property Address ROW S 5th St

City Alpine County Brewster State TX Zip Code 79830

Lender/Client Horticultural Consulting LLC Address 509 S 5th St #1, Alpine, TX 79830

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

I have made a personal inspection of the property that is the subject of this report.

No one provided significant real property appraisal assistance to the person signing this certification.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report, I, Dee Ann Perkins, have completed the continuing education program for Designated Members of the Appraisal Institute.

This appraisal report is a revision of a previous report (File 05012024). The zoning classification has been corrected. The site size has been updated to reflect the new survey. The new survey has been added and the old one removed. The report's effective date remains the same. File name & signature date are updated.

Appraiser Name Dee A Perkins

Supervisor Name _____

File No. 05012024b
Case No.

[illegible]

Borrower NA

Property Address ROW S 5th St

City Alpine

County

Brewster

State TX

Zip Code

79830

Lender/Client Horticultural Consulting LLC

Address 509 S 5th St #1, Alpine, TX 79830

InterFlood[®] by a la mode

Prepared for: Dee Perkins

S 5th St

Alpine, TX 79830



MAP DATA

FEMA Special Flood Hazard Area: No

Map Number: 4800850002B

Zone: X

Map Date: November 16, 1990

FIPS: 48043

MAP LEGEND

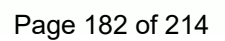
- Areas inundated by 500-year flooding
- Areas inundated by 100-year flooding
- Velocity Hazard

- Protected Areas
- Floodway
- Subject Area

Powered by CoreLogic®

File No. 05012024b
Case No.

Address	509 S 5th St #1, Alpine, TX 79830
---------	-----------------------------------



Borderland Appraisals LLC
LOCATION MAP ADDENDUM

File No. 05012024b
Case No.

Borrower	NA						
Property Address	ROW S 5th St						
City	Alpine	County	Brewster	State	TX	Zip Code	79830
Lender/Client	Horticultural Consulting LLC			Address 509 S 5th St #1, Alpine, TX 79830			



Borrower NA

Property Address ROW S 5th St

City Alpine

County

Brewster

State TX

Zip Code

79830

Lender/Client Horticultural Consulting LLC

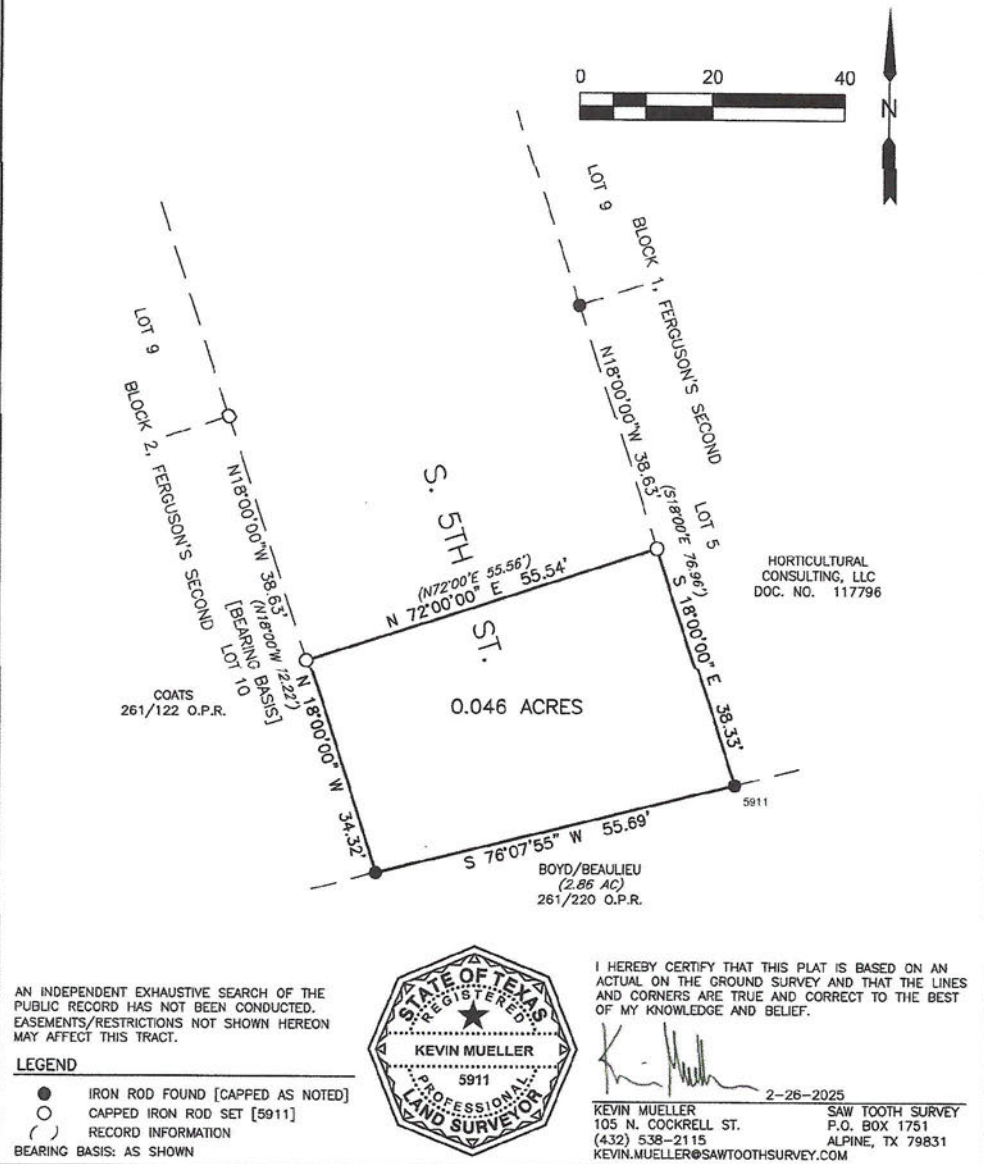
Address 509 S 5th St #1, Alpine, TX 79830

TX SURVEY FIRM NO. 10194432

SURVEY PLAT

25-0058

0.046 ACRES OUT OF S. 5TH ST. RIGHT-OF-WAY, PLATTED AS PART OF FERGUSON'S SECOND ADDITION
TO THE CITY OF ALPINE, ENVELOPE 96, PLAT RECORDS OF BREWSTER COUNTY, TEXAS
ALPINE, TEXAS



Borrower NA

Property Address ROW S 5th St

City Alpine

County

Brewster

State TX

Zip Code

79830

Lender/Client Horticultural Consulting LLC

Address 509 S 5th St #1, Alpine, TX 79830

SAW TOOTH SURVEY
FIRM NO. 10194432FERGUSON'S SECOND ADDITION
BREWSTER COUNTY, TEXAS

FN250058

0.046 ACRES

METES AND BOUNDS DESCRIPTION OF 0.046 ACRES OUT OF S. 5TH ST. RIGHT-OF-WAY, PLATTED AS PART OF FERGUSON'S SECOND ADDITION TO THE CITY OF ALPINE, ENVELOPE 96, PLAT RECORDS OF BREWSTER COUNTY, TEXAS, SAID 0.046 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a capped iron rod [5911] found for the southeast corner of S. 5th St., southwest corner of Lot 5, Block 1 of said Ferguson's Second Addition and **POINT OF BEGINNING** of the herein described tract;

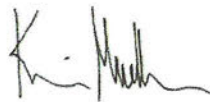
THENCE with the south line of said S. 5th St. and south line of said Ferguson's Second Addition, **S 76°07'55" W**, a distance of **55.69 feet** to an iron rod found for the southwest corner of said S. 5th St. and southeast corner of Lot 10, Block 2 of said Ferguson's Second Addition;

THENCE with the west right-of-way line of said S. 5th St. and east line of said Lot 10, **N 18°00'00" W**, a distance of **34.32 feet** to a capped iron rod [5911] set for the northwest corner of the herein described tract, from which a capped iron rod [5911] set for the northeast corner of said Lot 10 bears, **N 18°00'00" W**, a distance of 38.63 feet;

THENCE over and across said S. 5th St., **N 72°00'00" E**, a distance of **55.54 feet** to a capped iron rod [5911] set in the east right-of-way line of said S. 5th St. for the northeast corner of the herein described tract, from which the northwest corner of said Lot 5 bears, **N 18°00'00" W**, a distance of 38.63 feet;

THENCE with the east right-of-way line of said S. 5th St., **S 18°00'00" E**, a distance of **38.33 feet** to the **POINT OF BEGINNING** of the herein described tract, containing **0.046 ACRES** of land, more or less.

I, Kevin Mueller, do hereby certify that this description was prepared from a survey performed under my supervision during February 2025, and is true and correct to the best of my knowledge.



2-26-2025

KEVIN MUELLER
SAW TOOTH SURVEY
P.O. BOX 1751
ALPINE, TX 79831
(432) 538-2115

Borderland Appraisals LLC
SUBJECT PHOTO ADDENDUM

File No. 05012024b
Case No.

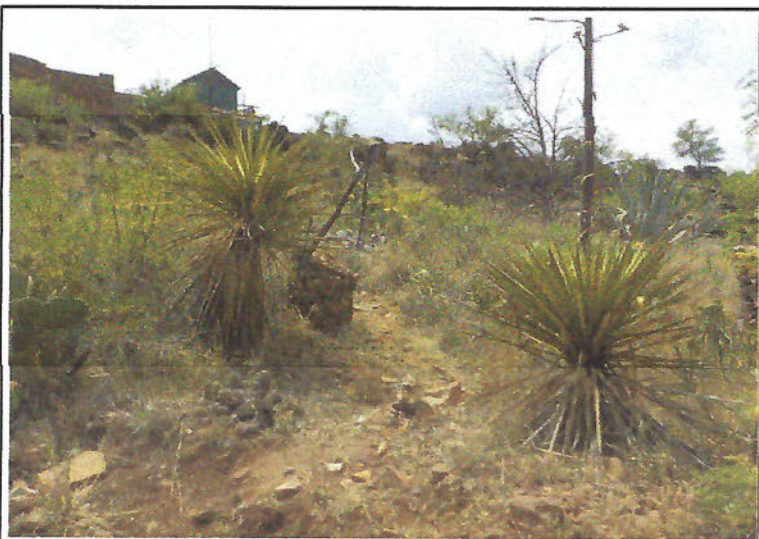
Borrower	NA					
Property Address	ROW S 5th St					
City	Alpine	County	Brewster	State	TX	Zip Code 79830
Lender/Client	Horticultural Consulting LLC		Address	509 S 5th St #1, Alpine, TX 79830		



View of Subject from South 5th Street
Looking South



Street View South 5th Street
Looking North

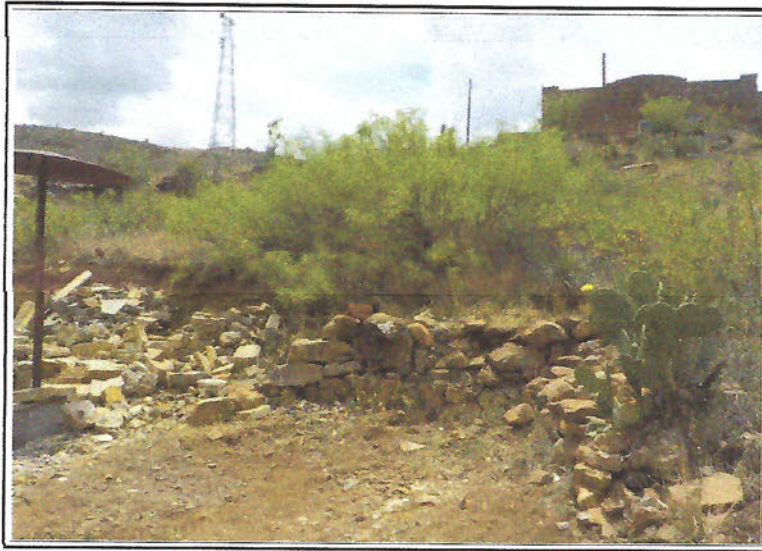


Typical view of Subject

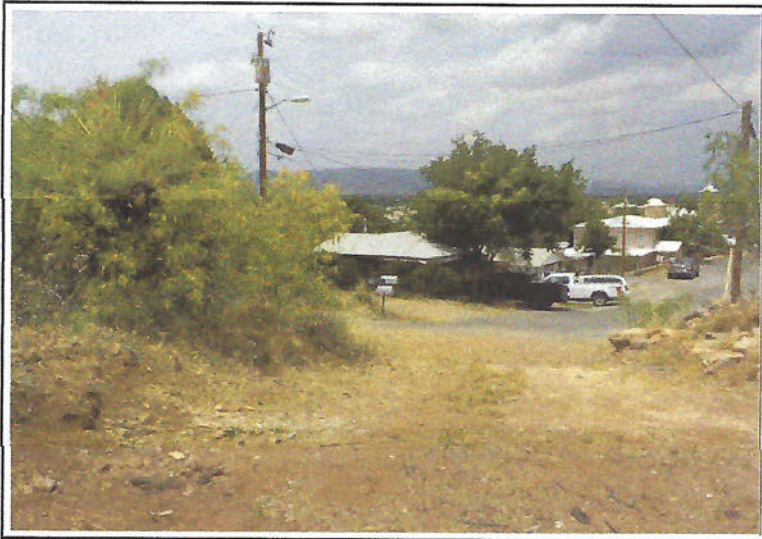
Borderland Appraisals LLC
SUBJECT PHOTO ADDENDUM

File No. 05012024b
Case No.

Borrower	NA					
Property Address	ROW S 5th St					
City	Alpine	County	Brewster	State	TX	Zip Code 79830
Lender/Client	Horticultural Consulting LLC		Address	509 S 5th St #1, Alpine, TX 79830		



Typical view of Subject



Typical view of Subject



Typical view of Subject

Borrower	NA					
Property Address	ROW S 5th St					
City	Alpine	County	Brewster	State	TX	Zip Code 79830
Lender/Client	Horticultural Consulting LLC		Address 509 S 5th St #1, Alpine, TX 79830			



COMPARABLE SALE # 1
Lot 2, Blk 57, Hancock
Alpine, TX 79830



COMPARABLE SALE # 2
Lot 2, Blk 77, Original Town
Alpine, TX 79830



COMPARABLE SALE # 3
Lots 3,4, Blk 3, Berkley
Alpine, TX 79830

Borderland Appraisals LLC
COMMENT ADDENDUM

File No. 05012024b
Case No.

Borrower	NA						
Property Address	ROW S 5th St						
City	Alpine	County	Brewster	State	TX	Zip Code	79830
Lender/Client	Horticultural Consulting LLC	Address	509 S 5th St #1, Alpine, TX 79830				

The CLIENT and INTENDED USER of this report is Horticultural Consulting LLC. This appraisal report has been prepared for the sole use and benefit of this client only. No other users are intended, and no other party may use or rely on the appraisal report or any content in this report for any purpose.

The INTENDED USE of this appraisal report is for the client to have a market value opinion for negotiating purposes as of the effective date, subject to the stated scope of work, purpose of the appraisal, reporting requirements and definition of Market Value.

The EFFECTIVE DATE of the opinions and conclusions of this report is 05/01/2024.

The SCOPE OF WORK includes observation of the subject property; work file review; public records and Odessa BOR MLS searches; and interviews with local real estate professionals.

HIGHEST AND BEST USE: Using the four tests of highest and best use (legally permissible, physically possible, financially feasible and maximally productive), the subject property's highest and best use is unimproved land due to its illegal size for current zoning requirements. A variance is required for any improvements.

EXPOSURE TIME: The estimated exposure time for the subject property is within 6-months when reasonably-priced.

The subject property does not have a tax assessor parcel identification number nor any real estate tax history information, per Brewster CAD website search.

Appraiser Name Dee A Perkins

Supervisor Name _____

Borrower NA

Property Address ROW S 5th St

City Alpine

County

Brewster

State TX

Zip Code

79830

Lender/Client Horticultural Consulting LLC

Address 509 S 5th St #1, Alpine, TX 79830



Certified Residential Real Estate Appraiser

Appraiser: **Dee Ann Perkins**License #: **TX 1360468 R**License Expires: **10/31/2025**

Having provided satisfactory evidence of the qualifications required
by the Texas Appraiser Licensing and Certification Act, Occupations
Code, Chapter 1103, authorization is granted to use this title:
Certified Residential Real Estate Appraiser

For additional information or to file a complaint please contact TALCB
at www.talcb.texas.gov.


Chelsea Buchholtz
Commissioner

STATE OF DELAWARE CERTIFICATE OF FORMATION OF LIMITED LIABILITY COMPANY

The undersigned authorized persons, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certify as follows:

1. The name of the limited liability company is: Horticultural Consulting, LLC.
2. The Registered Office of the limited liability company in the State of Delaware is located at 504 W. 19th Street, in the City of Wilmington, DE 19802. The name of the Registered Agents at such address upon whom process against this limited liability company may be served is Kara S. Coats.

By:  _____ Authorized Person

Name: Kara S. Coats

Date: August 12, 2021



Office of the Secretary of State

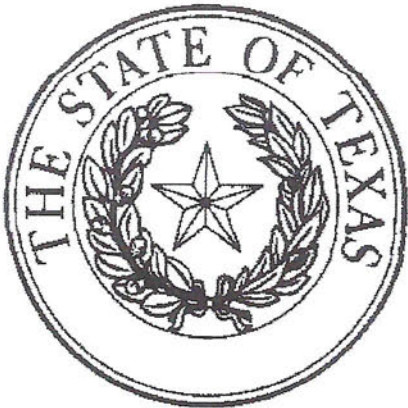
Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Application for Registration for Horticultural Consulting, authorized under the name Horticultural Consulting Alpine LLC (file number 804633993), a DELAWARE, USA, Foreign Limited Liability Company (LLC), was filed in this office on July 05, 2022.

It is further certified that the entity status in Texas is in existence.

Delayed Effective date: August 01, 2022

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on June 14, 2023.



A handwritten signature in cursive script that reads "Jane Nelson".

Jane Nelson
Secretary of State

RESOLUTION – APRIL 10, 2024

HORTICULTURAL CONSULTING, LLC

We, the undersigned, being all the Members of Horticultural Consulting, LLC, a Delaware Series corporation, having its principal office at 504 W. 19th Street, Wilmington, DE 19802, (the "LLC"), hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the two LLC Members on April 10, 2024.

THEREFORE, BE IT RESOLVED this 10 day of April 2024:

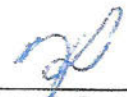
That Horticultural Consulting, LLC agrees to submit a petition to the City of Alpine, TX to request purchase of the unused right of way at the end of South 5th Street, Alpine, TX, 79830, adjacent to the property already owned by the LLC at 508 S. 5th Street, Alpine, TX, 79830.

As evidenced by the signatures below, both Members with the authority to bind the LLC approve the form and content of this resolution, to be effective immediately. The signature of one of the owners is sufficient to bind the LLC in execution of any of the steps in the process of acquiring the right of way.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this resolution as of the day and year first above written.



William S. Haldeman



Kara S. Coats

CITY COUNCIL AGENDA ITEM REPORT

May 6, 2025

Agenda Item No. 11C

Department: Office of the City Manager

Sponsor: Megan Antrim, City Manager

Memo Prepared By: Megan Antrim, City Manager

Staff Recommendation: Approve



AGENDA ITEM

Approve Resolution 2025-05-01, a resolution approving a Contract for the purpose of Financing an Asphalt Zipper. (M. Antrim, City Manager)

EXECUTIVE SUMMARY

In October 2024, the Public Works Department presented a comprehensive overview of departmental needs and future direction during a City Council Workshop. Among the priority items discussed was the need for an upgraded asphalt zipper to support ongoing and future street construction projects.

To further evaluate equipment options, Asphalt Zipper conducted a live demonstration of one of their newer models on March 11, 2025. Council Members Nance and Stephens were in attendance for the demonstration. Following the evaluation, discussions with Public Works Director Eddie Molinar and Assistant Director Raul Melendez concluded that a larger, more capable zipper model would provide greater operational benefits and efficiency for the department.

Council was provided the quote from Asphalt Zipper and Government Capital's equipment financing options for further discussion at the April 1, 2025, City Council meeting.

The recommendation is to approve a five (5) year lease agreement for annual payments of \$78,619.37 through Government Capital. Procurement requirements have been met through the HGAC (Houston-Galveston Area Council) purchasing cooperative, which the City of Alpine is a member of.

This proposed investment aligns with the department's goals to enhance infrastructure capabilities and better serve the community through improved roadway maintenance and construction efforts.

SUPPORTING MATERIALS

1. 2025-05-01 Resolution - Asphalt Zipper
2. Financing Proposal Asphalt Zipper
3. Asphalt Zipper Quote

BUDGET CONSIDERATIONS

Expenditure Required: FY 2026 - \$78,619.37 (5 annual payments)
Savings Anticipation: N/A
Current Budget FY2024- N/A
2025:
Additional Funding: N/A

APPROVERS

Alex Tackett, Records Clerk
Geoffrey R. Calderon, City Secretary
Megan Antrim, City Manager

Approved - 4/28/2025
Approved - 4/28/2025
Final Approval - 4/28/2025

STATE OF TEXAS

CITY OF ALPINE

COUNTY OF BREWSTER

RESOLUTION 2025-05-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS, AUTHORIZING THE PURCHASE AND FINANCING OF A NEW ASPHALT ZIPPER THROUGH THE GOVERNMENT CAPITAL EQUIPMENT PURCHASING PROGRAM; DESIGNATING THE AGREEMENT AS A QUALIFIED TAX-EXEMPT OBLIGATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Alpine has determined the need to acquire a new Asphalt Zipper for the Public Works Department to support infrastructure maintenance and improvements; and

WHEREAS, Government Capital Corporation has submitted a financing proposal to the City of Alpine offering equipment financing through a Public Property Finance Contract under Local Government Code Section 271.005; and

WHEREAS, the proposal includes financing the Asphalt Zipper at a total cost of \$331,560.00 over a term of five (5) years with an interest rate of 5.957%, resulting in annual payments of \$78,619.37, beginning one year from contract signing; and

WHEREAS, the City Council of the City of Alpine desires to designate the Finance Contract with Government Capital Corporation as a "qualified tax-exempt obligation" under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, it is in the best interest of the City of Alpine to proceed with the financing and acquisition to enhance operational efficiency and to meet the needs of the community.

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

SECTION I. The City Council of the City of Alpine hereby authorizes the purchase of the Asphalt Zipper in accordance with the terms proposed by Government Capital Corporation, with a financing term of five (5) years, an interest rate of 5.957%, and an annual payment amount of \$78,619.37.

SECTION II. The Finance Contract between the City of Alpine and Government Capital Corporation is hereby designated as a "qualified tax-exempt obligation" for the purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

SECTION III. The City Manager, or the City Manager's designee, is authorized to execute the Finance Contract and any ancillary documents required to complete the transaction.

SECTION IV. This Resolution shall be effective immediately upon its passage and approval.

PASSED, APPROVED, AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL ON THIS THE 6TH DAY OF MAY 2025, BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.

APPROVED:

Catherine Eaves, Mayor

ATTEST:

Geoffrey R. Calderon, City Secretary



Financing Proposal

Prepared For



City of Alpine

March 11, 2025

Submitted By

Government Capital Corporation

345 Miron Drive
Southlake, Texas 76092

Stephanie Cates

SVP Client Services
(817) 722-0214



Table of Contents

Corporate Overview	3
Representative Experience	3
Partial Listing of Texas City Clients	4
Proposal Summary	5
Resolution	6



Corporate Overview

Government Capital Corporation (GCC) was founded in 1992 with the primary purpose of providing tax-exempt financing solutions for state and local government entities including cities, schools, counties, and special districts. Since our inception, GCC and its affiliates have provided financing solutions exceeding \$6 billion for many different types of projects. These financings have provided funding for a wide variety of municipal needs including vehicles, technology, facilities, and heavy-duty equipment. Although we serve clients in all 50 states, one of our primary areas of focus is assisting Texas cities with acquiring essential personal property and equipment. Our team possesses extensive experience assisting local Texas governments in creating, evaluating and implementing financing structures of every type authorized by state borrowing authorities. Since our inception, we've been honored to provide financing solutions for over 560 Texas cities, representing over 45 percent of the cities in the state. In many cases, we have helped our clients adapt to and comply with regulatory changes as well as enable them to execute financings more rapidly, efficiently, and economically.

Representative Experience

City of Mathis - Government Capital's longest client relationship is with the City of Mathis, Texas. From the firm's very first funding in January of 1993 to the present day, GCC has provided the City of Mathis with millions of dollars in financing. Projects have included public works, public safety, capital equipment, energy efficiency, and technology improvements as well as various economic development projects.

City of San Saba - For over 20 years, Government Capital has assisted the City of San Saba with providing tailored financing solutions for more than 55 projects. With GCC's support, the city has financed a wide variety of vehicles, equipment, infrastructure improvements, and real estate acquisitions. The city's Economic Development Corporation has also partnered with Government Capital to fund playground and water park projects.

City of Van Horn - Since 2002, GCC has partnered with the City of Van Horn to create various financing solutions that fit the needs of the city. Projects have included numerous vehicle and equipment acquisitions as well as utility improvement projects.

City of Corrigan - Government Capital's relationship with the City of Corrigan began in 2006 and has included funding a variety of acquisitions for police vehicles, technology, and public safety equipment. Most recently, the city financed a water meter replacement project to install radio-read meters to recapture water loss.

City of Hillsboro - Since 2010, the City of Hillsboro and Government Capital have completed numerous projects and acquisitions together. These projects have included public safety vehicle acquisitions, HVAC upgrades, capital equipment procurement, and utility meter updates. Most recently, the city financed hardware and software technology upgrades for the police department.

City of Post - Government Capital has partnered with the City of Post since 2020 to fund projects from heavy equipment acquisitions to water meter replacements. Additionally, GCC has provided multiple refinancings designed to reduce interest costs, allowing the city to reallocate critical funds.

City of La Feria - Since 2005, Government Capital has provided financing solutions to the City of La Feria. Funded projects have included acquiring public safety vehicles and public works equipment. Most recently, GCC funded a city-wide utility meter replacement project.



Partial Listing of Texas City Clients



City of Brady



City of Stephenville



City of Troup



City of Anson



City of Dilley



City of Early



City of Eastland



City of Katy



City of Ralls



City of Poteet



City of Dublin



City of Whitney



Town of Anthony



City of Panhandle



City of Roma



City of Liberty Hill



City of East Tawakoni



Town of Pecos City



City of Dalhart



City of Hidalgo



City of Mineral Wells



City of Chandler



City of Lamesa



City of Canyon



March 11, 2025

Mrs. Megan Antrim
City of Alpine
432-837-3301

Dear Mrs. Antrim,

Thank you for the opportunity to present proposed financing for City of Alpine. I am submitting for your review the following proposed structure:

ISSUER:	City of Alpine, TX	
FINANCING STRUCTURE:	Public Property Finance Contract issued under Local Government Code Section 271.005	
EQUIPMENT COST:	\$ 331,560.00	
TERM:	3 Payments	5 Payments
INTEREST RATE:	5.957%	5.957%
PAYMENT AMOUNT:	\$ 123,941.18	\$ 78,619.37
PAYMENTS BEGINNING:	One year from signing, annually thereafter	

Financing for these projects would be simple, fast and easy due to the fact that:

- ✓ We have an existing relationship with you and have your financial statements on file, expediting the process. Please keep in mind we may also need current year statements.
- ✓ We can provide familiar documentation for your legal counsel.

The above proposal is subject to audit analysis, assumes bank qualification and mutually acceptable documentation. The terms outlined herein are based on current markets. Upon credit approval, rates may be locked for up to thirty (30) days. If funding does not occur within this time period, rates will be indexed to markets at such time.

Our finance programs are flexible and as always, my job is to make sure you have the best possible experience every time you interact with our brand. We're always open to feedback on how to make your experience better. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

Stephanie Cates

Stephanie Cates
SVP Client Services
Main: 817-421-5400

RESOLUTION

A RESOLUTION REGARDING A CONTRACT FOR THE PURPOSE OF FINANCING AA **"Asphalt Zipper".**

WHEREAS, City of Alpine (the "Issuer") desires to enter into that certain Finance Contract by and between the Issuer and Government Capital Corporation ("GCC") for the purpose of financing an "Asphalt Zipper". The Issuer desires to designate this Finance Contract as a "qualified tax-exempt obligation" of the Issuer for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

NOW THEREFORE, BE IT RESOLVED BY CITY OF ALPINE:

Section 1. That the Issuer will enter into a Finance Contract with GCC for the purpose of financing an "Asphalt Zipper".

Section 2. That the Finance Contract by and between the City of Alpine and GCC is designated by the Issuer as a "qualified tax-exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the Issuer appoints the City Manager or the City Manager's designee, as the authorized signer of the Finance Contract by and between the City of Alpine and GCC as well as any other ancillary exhibit, certificate, or documentation needed for the Contract.

Section 4. The Issuer will use loan proceeds for reimbursement of expenditures related to the Property, within the meaning of Treasury Regulation § 1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended.

This Resolution has been PASSED upon Motion made by Board Member _____,
seconded by Board Member _____ by a vote of _____ Ayes to _____ Nays and is
effective this _____, 2025.

Issuer: City of Alpine

Witness Signature

Catherine Eaves, Mayor

Geoffrey R. Calderon, CPM, City Secretary



#

310 West 700 South, Pleasant Grove, Utah 84062 tel: +1 (801) 785-0706 toll free: 1-888-947-7378

Today's Date: **3/11/2025**

City of Alpine
709 S 9th
Alpine, TX 79830

HGAC Contract #: SM10-20

Expires: **4/30/2025**

Proposal good to end of above date

Factory Rep: Scott Freitas

Field Rep: Barry Dill

*Order Deposit:

Customer Signature: _____ **Date:** _____

Signature indicates acceptance of this Proposal/Invoice based on satisfactory performance of the Asphalt Zipper Machine

Terms and Conditions: This proposal is a preliminary estimate; all prices are in US Dollars. Final sales price subject to approval by Asphalt Zipper accounting. Price does NOT include sales tax or GST(Canada); applicable sales tax or GST will be added to final invoice. Machine availability and specifications are subject to change at anytime by Asphalt Zipper. *A Deposit is required for all Orders. All returns and cancelled custom orders are subject to a 20% restocking fee plus any freight charges.

CITY COUNCIL AGENDA ITEM REPORT

May 6, 2025

Agenda Item No. 11D

Department: City Council

Sponsor: Rick Stephens, Councilor

Memo Prepared By: Geoffrey R. Calderon, City Secretary

Staff Recommendation: Approve



AGENDA ITEM

Take action on a resolution to direct that the dumpsters in Alpine Country Club Estates be moved to the main entrance from 67/90 in order to minimize the impact of the heavy vehicles on the main road. (R. Stephens, City Council)

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

None

BUDGET CONSIDERATIONS

Expenditure Required: N/A

Savings Anticipation: N/A

Current Budget FY 2024-2025: N/A

Additional Funding: N/A

APPROVERS

Alex Tackett, Records Clerk
Geoffrey R. Calderon, City Secretary
Megan Antrim, City Manager

Approved - 4/24/2025
Approved - 4/24/2025
Final Approval - 4/27/2025

CITY COUNCIL AGENDA ITEM REPORT

May 6, 2025

Agenda Item No. 11E

Department: Office of the City Manager

Sponsor: Megan Antrim, City Manager

Memo Prepared By: Megan Antrim, City Manager

Staff Recommendation: Approve



AGENDA ITEM

Approve lease agreement between Alpine Community Projects and the City of Alpine for the use of the building at 205 E Sul Ross Avenue. (M. Antrim, City Manager)

EXECUTIVE SUMMARY

The City of Alpine has finalized a lease agreement with Alpine Community Projects, a Texas nonprofit corporation, for the use of the City-owned property located at 205 E. Sul Ross Avenue, formerly known as the "Sunshine House."

This lease was previously discussed with the City Council during the March 18, 2025, Council Meeting, with directions provided to move forward with the formal agreement. The key terms of the lease are as follows:

- **Lease Term:** Twelve (12) months beginning June 1, 2025, with the option for renewal upon mutual agreement.
- **Rental Amount:** \$1.00 for the entire lease term.
- **Permitted Uses:** The premises will be utilized for nonprofit and volunteer-driven community engagement activities, subject to City Manager approval.
- **Tenant Responsibilities:** General cleaning, beautification, minor repairs (up to \$500 annually), and payment of utilities (electric, water, sewer, internet, trash).
- **Lessor Responsibilities:** Structural repairs, pest control, HVAC maintenance, parking lot upkeep, and removal of existing City property prior to turnover.
- **Insurance Requirements:** Both parties are required to maintain appropriate liability and property insurance, with mutual waivers of subrogation.
- **Termination Provisions:** The lease includes options for termination for default or convenience by either party with appropriate notice.
- **Improvements and Signage:** Tenant may install signage and make improvements with prior written consent from the City.

The lease is designed to promote community-driven initiatives and to support economic development activities within the City of Alpine while ensuring protection of the City's property assets.

This item is presented for formal consideration and approval.

SUPPORTING MATERIALS

1. ACP Lease - 205 E. Sul Ross
-

BUDGET CONSIDERATIONS

Expenditure Required: N/A
Savings Anticipation: N/A
Current Budget FY 2024-2025: N/A
Additional Funding: N/A

APPROVERS

Alex Tackett, Records Clerk
Geoffrey R. Calderon, City Secretary
Megan Antrim, City Manager

Approved - 4/28/2025
Approved - 4/28/2025
Final Approval - 4/28/2025

CITY OF ALPINE

LEASE FOR CITY OWNED PROPERTY

THIS LEASE AGREEMENT ("Lease") is made and entered into this 6th day of May, 2025, by and between the City of Alpine, a Texas home-rule municipality ("Lessor"), whose mailing address is 100 N. 13th Street, Alpine, Texas 79830, and Alpine Community Projects, a Texas nonprofit corporation ("Tenant"), whose mailing address is 4000 Bradwood Rd, Austin, Texas 78722. Lessor and Tenant may be referred to individually as a "Party" and collectively as the "Parties."

Recitals

WHEREAS, the City of Alpine is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code, and as such is authorized to buy, sell, and lease real property; and

WHEREAS, the City of Alpine owns the property located at 205 E. Sul Ross Avenue, formerly known as the "Sunshine House" (the "Premises"); and

WHEREAS, City Council of Alpine has approved leasing said Premises to Alpine Community Projects, a local nonprofit corporation, to further community-driven initiatives and engagement to promote the development of projects that promote the City, explore development of housing to meet local needs, and economic development projects, and similar types of projects; and

WHEREAS, the Parties desire to enter into a lease agreement for the Property pursuant to the terms and conditions set forth herein; and

WHEREAS, the City Council finds that entering into this lease agreements benefits the City by assisting Alpine Community Projects in its endeavors to promote and sustain the growth of the City; and

WHEREAS, the City Council finds and determines that this lease agreement is in the best interest of the City and promotes the health, safety and welfare of the City.

In consideration of the mutual covenants and agreements of this Lease, and other good and valuable consideration, Lessor and Tenant agree that this Lease shall supersede and replace all other verbal or written agreements regarding the Property (as defined below) between the Parties, and the Parties further agree as follows:

1. **DESCRIPTION OF THE PROPERTY.** The Premises includes the main building located at 205 E. Sul Ross Avenue, Alpine, Texas 79830, excluding the kitchen area and the large storage building located at the rear of the property. Tenant shall have use

City of Alpine
205 E. Sul Ross Avenue Lease Agreement
Page 1 of 6

of the adjacent front yard and parking lot.

2. TERMS OF LEASE.

A. This Lease shall commence upon mutual execution and delivery of this Lease and satisfaction of the following conditions:

1. Completion of an initial walk-through and turnover of broom-clean premises.
2. City removal of all remaining property from the building.
3. Sealing of wildlife entry points and securing of the restricted storage building.
4. Proof of insurance by both parties.

B. The term of this Lease shall be twelve (12) months, beginning on the date the Premises is delivered to Tenant ("Commencement Date"). The Parties may agree to extend the Lease term in writing at least thirty (30) days prior to expiration.

3. RENTAL. Tenant agrees to pay Lessor one dollar (\$1.00) for the entire Lease Term. No other rental or lease payments shall be due.

4. PERMITTED USES. Tenant shall use the Premises exclusively for nonprofit and volunteer-driven community engagement activities, subject to approval by the City Manager. Tenant may not sublease, assign, or charge for use of the Premises, except to accept donations directly related to maintenance and upkeep of the building and grounds. Tenant shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week.

5. MAINTENANCE, UTILITIES, AND REPAIRS.

a. Tenant Responsibilities:

- i. Beautification and landscaping of the building's front and sides.
- ii. General cleaning and upkeep of interior and exterior spaces used.
- iii. Payment of utilities: electric, water, sewer, internet, and trash.
- iv. Minor repairs up to a total of \$500 annually.

b. Lessor Responsibilities:

- i. Removal of all City property and records from the Premises prior to delivery.
- ii. Sealing of wildlife entry points and pest control.
- iii. Structural repairs and latent defect remediation.
- iv. Parking lot maintenance (including weed eating).
- v. Provision of HVAC system reasonably sufficient for intended use.

6. SIGNAGE. Tenant may install exterior and interior signage at the Premises at its own expense and with Landlord's prior written consent, which consent shall not be unreasonably withheld,

7. IMPROVEMENTS BY TENANT. Tenant may modify existing improvements or construct additional improvements on the Property, with Lessor's prior written consent at its own cost. Any such improvements shall be constructed in accordance with any applicable laws and regulations.
8. ADDRESSES FOR PAYMENTS AND NOTICES. Rent payments and notices to Lessor shall be mailed or delivered to the address set forth on the first page of this Lease, unless Lessor advises Tenant differently in writing. Notices to Tenant may be mailed or delivered to the address set forth on the first page of this Lease, and proof of mailing or posting of those notices to the leased Property will be deemed the equivalent of personal service on Tenant.
9. TERMINATION.
 - A. Either Party may terminate this Agreement for any uncured default by the other Party to this Agreement. Written notice of default shall be provided to the defaulting Party specifying the nature of the default and providing for ten (10) days to cure the default. Defaults by Landlord are failing to comply with any provision of this lease within thirty days after written notice. Defaults by Tenant are (a) failing to pay Rent timely, (b) abandoning the Premises or vacating a substantial portion of the Premises, and (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b). Parties shall have all remedies available by state law.
 - B. Either Party may terminate this Agreement for convenience upon 30 days written notice to the other Party.
10. INSURANCE.
 - A. Tenant shall, during the Lease Term, procure at its expense and keep in force the following insurance with reasonable coverages, limits, and deductibles: (i) commercial general liability insurance on an occurrence basis naming Landlord as an additional insured against any and all claims for bodily injury and property damage occurring in, or about the Premises arising out of Tenant's use and occupancy of the Premises; and (ii) personal property insurance on an occurrence basis insuring all equipment, trade fixtures, inventory, fixtures, and personal property located on or in the Premises for perils covered by the causes of loss, special form (all risk), and coverage for flood, earthquake, and boiler and machinery (if applicable).
 - B. Landlord shall, during the Lease Term, procure at its expense and keep in force commercial property insurance: (i) protecting Landlord's owned property; and (ii) protecting Landlord against third-party liability with reasonable coverages, limits, and deductibles.

- C. The policies shall be with companies rated A or better in the most current issue of A.M. Best's Insurance Ratings Guide. Insurers shall be licensed to do business in the state in which the Premises are located.
- D. Landlord and Tenant shall mutually waive their respective rights of recovery against each other for any loss of, or damage to, either parties' property, to the extent that such loss or damage is insured by an insurance policy required to be in effect at the time of such loss or damage. Each party shall obtain any special endorsements, if required by its insurer whereby the insurer waives its rights of subrogation against the other party. The provisions of this clause shall not apply in those instances in which a waiver of subrogation would cause either party's insurance coverage to be voided or otherwise made uncollectible.
11. **INDEMNIFICATION.** To the extent permitted by state law provisions, Lessor and Tenant shall mutually indemnify and hold harmless the other from damages, liabilities, claims, and expenses (including reasonable attorneys' fees and court costs), subject to terms, conditions, and limitations to be negotiated in the Lease.
12. **CAPTIONS.** The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease, unless Tenant advises Lessor differently in writing.
13. **TEXAS LAW AND VENUE.** This Lease will be governed by the laws of the state of Texas, as to both interpretations and performance. Mandatory venue for any action under this Agreement will be in state court in Brewster County, Texas.
14. **CONTRACTUAL RELATIONSHIP.** The Lessor and Tenant are contracting parties under this Agreement. Nothing in this Agreement creates or shall be construed to create a partnership, joint venture, nor any principal-agent or employer-employee relationship between the Parties or any of their officers, employees, agents, or contractors.
15. **ASSIGNABILITY.** This Agreement shall be assignable only by a duly executed, written agreement of all Parties. The provisions of this Agreement may be enforced by the Parties hereto and their respective successors and assigns.
16. **FORCE MAJEURE.** Neither Party hereto will be deemed in default of the Agreement be liable or responsible to the other Party for any loss or damage (including payment of fees), or for any delays or failure to perform, resulting from any condition beyond either Party's reasonable control, (including but not limited to) acts of God; flood; fire; earthquake; explosion; order, requisition, or necessity of the government; war, invasion, or hostilities (whether war is declared or not); terroristic threats or acts, riot, or other civil unrest; regional or national emergency; revolution; insurrection; epidemic or pandemic; lock-outs, strikes, or other labor disputes (whether or not relating to either Party's workforce); restraints or delays affecting carriers or inability

or delay in obtaining supplies of adequate or suitable materials; failure of Internet service; any third-Party service; any telecommunication breakdown or power outage; and or any other circumstances of like character. Should performance of any obligation created under the Agreement become illegal, impossible, impracticable, not reasonably possible, or if a Party is otherwise prevented or hindered from complying due to a force majeure incident as described in this Section or any other cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected, then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides reasonable notice as soon as practicable following an event of force majeure and exercised all reasonable diligence to remove the cause of force majeure.

17. ENTIRE AGREEMENT. This Lease sets forth all the promises, agreements, conditions, and understandings between Lessor and Tenant relative to the leased Property. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Tenant unless in writing and signed by them and made a part of this Lease by direct reference. This Lease supersedes and replaces all other prior Interlocal agreements, contracts or leases between the Parties concerning the Property subject to this Lease and any such prior agreements, contracts or leases are hereby terminated.
18. TERMS INCLUSIVE. As used herein, the terms "Lessor" and "Tenant" include the plural whenever the context requires or admits.
19. REPRESENTATIVES BOUND HEREBY. The terms of this Lease will be binding on the respective successors, representatives, and assigns of the Parties.
20. NO WAIVER OF IMMUNITY. By entering into this Lease neither Party waives their immunity from suit or liability or to any other defense that such Party would be otherwise entitled to under Federal, State, or Local law.
21. WAIVER. The waiver by any Party of any event of default of any term, covenant or condition contained herein shall not be deemed a waiver of such term, covenant, condition, or any subsequent event of default of the same or any other term, covenant, or condition contained herein.
22. SEVERABILITY. Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included.
23. LIMITATION OF WARRANTIES. There are no implied warranties of suitability, of

merchantability, of fitness for a particular purpose, or of any other kind arising out of this lease, and there are no warranties that extend beyond those expressly stated in this lease.

24. **MULTIPLE COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one agreement. This Lease may be duly executed and delivered in person, by mail, or by facsimile or other electronic format (including portable document format (pdf) transmitted by email). The executing Party agrees to promptly deliver a complete, executed original or counterpart of this Lease to the other executing Party. This Lease shall be binding on and enforceable against the executing Party whether or not it delivers such original or counterpart.

IN WITNESS WHEREOF, Lessor and Tenant have duly executed this Lease Agreement to be effective for all purposes as of June 1, 2025. Signed, sealed, and delivered in our presence as WITNESSES:

LESSOR

By: _____
Megan Antrim, City Manager
City of Alpine

TENANT

By: _____
Kirsten Moody, Executive Director

ATTEST:

By: _____
Geo Calderon, City Secretary

CITY COUNCIL AGENDA ITEM REPORT

May 6, 2025

Agenda Item No. 14A

Department: City Attorney

Sponsor:

Memo Prepared By: Geoffrey R. Calderon, City Secretary

Staff Recommendation:



AGENDA ITEM

Consultation with Attorney § 551.071, Texas Government Code:

- a. Letter of Demand - Stephen Seale
- b. Letter of Demand - Living Trust of James Distel

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

None

BUDGET CONSIDERATIONS

Expenditure Required: N/A

Savings Anticipation: N/A

Current Budget FY 2024-2025: N/A

Additional Funding: N/A

APPROVERS

Alex Tackett, Records Clerk
Geoffrey R. Calderon, City Secretary
Megan Antrim, City Manager

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