

Motion was made by Jason Weighat  
seconded by Charli Musgrave, that the  
following Ordinance be passed:

No. 130

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT, TO REGULATE MANUFACTURED HOMES FOR RESIDENTIAL AND BUSINESS USE IN THE CITY; DEFINING TERMS; IDENTIFYING THE PURPOSE OF THE ORDINANCE; PROVIDING GENERAL RESTRICTIONS AND REQUIREMENTS FOR MANUFACTURED HOMES USED AS DWELLINGS AND MOBILE OFFICE UNITS; PROHIBITING PRE-1976 MOBILE HOMES; PROHIBITING RAILROAD CARS AND PORTABLE SELF-STORAGE CONTAINERS FOR RESIDENTIAL HABITATION; REGULATING THE LOCATION AND REPLACEMENT OF MANUFACTURED HOMES OUTSIDE MANUFACTURED HOME PARKS AND SUBDIVISIONS WITHOUT A VARIANCE GRANTED BY THE CITY; ESTABLISHING A REQUIREMENT FOR A CONSTRUCTION PERMIT AND OTHER PERMIT FEES FOR MANUFACTURED HOMES PARKS; REQUIRING ANNUAL LICENSE APPLICATION AND FEE AND REQUIRING CERTAIN INFORMATION TO BE PROVIDED BY MANUFACTURED HOME PARK OWNERS; REQUIRING A PARK PLAN, RECORD KEEPING, PARK RULES AND REGULATIONS, MAINTENANCE, AND ON-SITE MANAGEMENT AND SUPERVISION OF THE PARK; PROVIDING IN SOME CASES GRANDFATHER CLAUSE FOR CURRENT MANUFACTURED HOME PARKS; REQUIRING USE OF CITY WATER WITH A MASTER METER; REQUIRING CITY-APPROVED SANITARY SEWAGE TREATMENT; REQUIRING REFUSE HANDLING AND FIRE PROTECTION; PERMITTING INSPECTION OF PARKS AT ANY AND ALL TIMES; ESTABLISHING PROCEDURES FOR SUSPENSION REVOCATION OF THE LICENSE OR PERMIT; PROVIDING REGULATIONS FOR MANUFACTURED HOMES PROVIDING FOR VARIANCES AND APPEALS TO THE CITY COUNCIL; PROVIDING PENALTIES OF UP TO \$500.00 FOR EACH VIOLATION OF THIS ORDINANCE, WITH EACH DAY CONSTITUTING A SEPARATE OFFENSE; PROVIDING A SAVINGS CLAUSE AND REPEALING CLAUSE; COMPLYING WITH THE TEXAS OPEN MEETINGS ACT; AND ESTABLISHING THE PASSAGE OF THE ORDINANCE UPON PROPER PUBLICATION.

**WHEREAS**, the City Council of the City of Cut and Shoot desires to regulate manufactured homes, mobile homes, certain storage facilities, and recreational vehicles in the City; and

**WHEREAS**, the City Council finds that the unregulated use of railroad cars, portable self-storage containers and portable self-storage trailers used for human habitation as residences in the City of Cut and Shoot reduces the taxable value

of real property within the City; fails to comply with applicable building codes; and poses a menace to the health and safety of its citizens.

**NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT, TEXAS, THAT:**

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City Council means the duly authorized governing body of the City of Fort Worth.

Comprehensive Permit means the permit required for the construction, alteration or relocation of any manufacturing home park in the City.

HUD means the United States Department of Housing and Urban Development.

Manufactured home means any structure or structure being used for residential purposes which is transported on a chassis and is designed to be transported on the highway in one or more sections and which is used for residential purposes. The term does not include any structure which is not designed to be transported on the highway in one or more sections and which is not used for residential purposes.

Mobile home means a mobile housing unit or units which has been previously affixed to the manufacturing body or approved body which is a manufactured home or structure, which is or is designed to be transported on the highway and which contains a floor covering of regular construction of the type used in the equipment to which it is attached, and which is a structure that has been used for residential purposes, such as living or sleeping. This term does not include the term used for units for government or a manufacturer's stock pile or inventory in the storage yard of the City.

Mobile home park means a manufactured home park, apartment house, which may be referred to as a mobile home park. This term does not include a unit transferred to another person, firm, or corporation without prior approval by the City.

## MANUFACTURED HOME ORDINANCE

### ARTICLE I MANUFACTURED HOUSING REGULATIONS

#### SECTION 1. DEFINITIONS

The following terms, phrases and words as used in this Ordinance shall have the following respective definitions:

**Building Official** means the City Mayor, his/her designee, a Building Inspector, or Code Enforcement Officer for the City of Cut and Shoot, Texas.

**City** means the City of Cut and Shoot, Montgomery County, Texas.

**City Council** means the duly authorized governing body of the City of Cut and Shoot, Texas.

**Construction Permit** means the permit required for the construction, alteration or extension of any manufactured home park in the City.

**HUD** means the United States Department of Housing and Urban Development.

**Installation** means, when used in reference to manufactured housing, the transporting of manufactured homes or manufactured homes components to the place where they will be used by the consumer, the construction of the foundation system, whether temporary or permanent, and the placement and erection of a manufactured home or manufactured home components on the foundation system, and includes supporting, blocking, leveling, securing, anchoring, and proper connection of multiple or expandable sections or components, the installation of air conditioning and minor adjustments.

**Label** means a metal inspection label or plate which has been permanently affixed by the manufacturer or by an approved testing agency to a manufactured home or recreation vehicle or to equipment used in connection therewith, and which contains a serial number if required, the specifications of the vehicle or the equipment to which it is attached, and refers to any standards that have been met in the construction of such vehicle or equipment. Units that do not possess this label shall not qualify for placement in a manufactured home park, or anywhere in the corporate limits of the City.

**License or Permit** means a manufactured home park operator's license which may be referred to as a permit issued by the City. Said license is not transferable to another person, firm, or corporation without prior approval by the City.

**Licensee** means the person to whom a manufactured home park operator's license has been issued by the City.

**Manufacturer** means the manufacturer of a manufactured home or a recreation vehicle.

**Manufactured Home** means a portable structure constructed on a chassis and which has been designed so that it may be occupied and used without a permanent foundation. For the purpose of this chapter, a manufactured home shall mean a single family dwelling unit suitable for year-round occupancy and which has provision for electrical and water connections and which provides for waste disposal in compliance with the City plumbing code requirements for dwellings. Such structure shall be constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development ("HUD"). For purposes of this Ordinance, the term includes a Tiny House as defined herein.

**Manufactured or Mobile Home Park** (the terms are interchangeable) means a tract or parcel of land used for rental or lease occupancy by two or more manufactured homes for occupancy as residential dwellings or for the temporary occupancy of recreation vehicles. The term also includes a Tiny House park.

**Manufactured Home Space or Lot** means that part of a manufactured home park, which has been improved for the placement of the manufactured home or recreation vehicle, including all required appurtenances, and having provision for available utility connections.

**Manufactured Home Subdivision** means a legally platted subdivision of lots individually owned which is intended to serve as sites for the installation of manufactured homes for use and occupancy as residential dwellings.

**Mayor** means the duly authorized mayor of the City of Cut and Shoot or the mayor's designee.

**Mobile Home** means 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 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. (Except for those mobile homes already in the City on the date of this Ordinance, mobile homes as defined are no longer permitted in the City of Cut and Shoot.)

**Mobile Office Unit** means a transportable, factory-assembled unit designed as temporary office facilities for construction projects or permanent offices associated with commercial, industrial, business, or institutional activities

**Occupant** means the person or persons who occupy a manufactured home or recreation vehicle.

**Operator** means the manager of a manufactured home park who is responsible for its operation and/or maintenance.

**Owner** means the owner or lessee, whether one or more, of the premises on which a manufactured home park or manufactured home space is operated when such person is not a licensee.

**Permitee** means the person to whom the City has issued an occupancy permit for a manufactured home installed or relocated in the City as authorized by Section 4 of this Ordinance.

**Person** means a natural person, his/her heirs, executors, administrators or assigns, and shall also include a firm, partnership, joint venture, or corporation, its successors or assigns or the agent of the aforesaid.

**Permanent Foundation** means an anchored stabilized system foundation for a manufactured home which meets the requirements of §80.21 of Title 10, Part 1, Chapter 80 of the Texas Administrative Code (relating to Requirements for the Installation of Manufactured Homes) and is constructed according to drawings, as required by that section. (See Exhibit "B")

**Railroad Car** means a vehicle or container used for the transportation of cargo or passengers on a railroad or rail transport system, which when coupled together and hauled by one or more locomotives form a train.

**Recreation Vehicle** means a portable vehicle built on a chassis and designed as a temporary dwelling for travel, recreation and vacation use, and which has been permanently identified by the manufacturer when such a vehicle has been equipped by the manufacturer for travel on public streets and highways, the body of such vehicle shall not exceed eight feet (8') in width but may be of any length, or a recreation vehicle may be of any height. The term *recreation vehicle* shall also be deemed to include all other portable contrivances other than manufactured homes used or intended to be used generally for living and sleeping quarters and which may be moved under its own power, towed, or transported by another vehicle.

**Residential Subdivision** means a tract of land which has been divided for sale into two or more lots or smaller tracts of land for single-family houses.

**Service Building** means a structure housing toilet facilities, lavatories, laundries, storage facilities, bathing facilities, and such other facilities as may be required or permitted under the provisions of this Ordinance and which is used in connection with the operation of a manufactured home park.

**Sewer Connection** means the connection consisting of the pipes, fittings and appurtenances from the drain outlet of the manufactured home or recreation vehicle to the inlet of the corresponding sewer riser pipe of the sanitary sewer system serving the manufactured home park.

**Sewer Riser** means that portion of the pipe of the sewer lateral which extends vertically to the ground elevation and terminates at each manufactured home space.

**Self-Storage Container** means a portable container or trailer that is commonly used for temporary storage for the purpose of moving cargo or personal items from one location to another.

**Tiny House** means a single-family dwelling unit that is that is 400 feet (37 meters) or less in floor space, excluding lofts, as that term is used in Section 102.1 of Appendix Q of the International Residential Code.

**Utilities** mean the sanitary sewer collection, water, gas, telephone, cable, or electrical distribution system, which are available for connection to manufactured homes or recreation vehicles in manufactured home parks.

**Utility Connection** means the connection of available utilities to a manufactured home or recreation vehicle placed at a manufactured home space in a manufactured home park.

**Water Connection** means the connection of the pipes, fittings and appurtenances from the water riser pipe to the water inlet pipe for the water distribution system of a manufactured home or recreation vehicle.

## **SECTION 2. PURPOSE AND INTENT OF ORDINANCE**

The purpose and intent of this Ordinance is:

- A. To provide certain minimum standards, provision, and requirements for safe, sanitary and suitable methods of construction and operation of present and future manufactured home parks within the City.
- B. To assure that manufactured home parks shall not become a menace to public health, safety or welfare, nor a detriment to the property values of the neighborhood.



- C. To provide proper locations, sanitary and healthful conditions and facilities for manufactured homes, railroad cars, portable self-storage containers, and recreation vehicles within the City.

### SECTION 3. GENERAL RESTRICTIONS

#### A. New installation of mobile homes prohibited

(1) No mobile home may be installed for use or occupancy as a residential dwelling within the City after the date of this Ordinance. No manufactured housing other than HUD-code manufactured homes may be installed for use or occupancy as a residential dwellings within the City after the date of this Ordinance.

(2) **Grandfather Clause:** Mobile homes and manufactured homes in place prior to the time of the adoption of this Ordinance may remain where they are ("grandfathered" in). However, after the date of this Ordinance, if and when the owner of record sells or conveys ownership of the mobile home, or sells or conveys ownership of the property on which the mobile home is located, then the new owner of the mobile home may no longer claim "grandfather" status unless the mobile home passes a City-approved inspection. If at that time it fails to pass a City-approved inspection, the mobile home will no longer be permitted to remain in the City.

#### B. Railroad cars and self-storage containers prohibited as residences

Railroad cars and portable self-storage containers are prohibited for use or occupancy as a residential dwelling or an office within the City after the date of this Ordinance

#### C. Regulations for manufactured homes

All manufactured homes shall be installed in approved manufactured home parks, manufactured home subdivisions, or on private property of one acre or more upon the issuance of a City occupancy permit as provided herein.

(1) Each manufactured home installed in the City must be new or no older than five (5) years, provided that a manufactured home over five (5) years old may be installed in the City if it passes an inspection by the City Building Official or a licensed HUD building inspector.

(2) Each manufactured home installed in the City must be properly anchored by a permanent foundation which meets the requirements

of §80.21 of Title 10, Part 1, Chapter 80 of the Texas Administrative Code (relating to *Requirements for the Installation of Manufactured Homes*) and is constructed according to drawings, as required by that section. (See Exhibit "B")

- (3) All manufactured homes in the City shall have a skirt that will conceal from view the undercarriage on all sides of the manufactured home. Acceptable skirting material includes polyvinyl or other material that shall be approved in writing by the Building Official. Because polyvinyl will deteriorate when exposed to the sun, skirting of this material must be properly maintained and or replaced when it becomes unsightly.

**D. Existing manufactured homes**

An existing manufactured home occupied as a residence as of the date of this Ordinance will be allowed to remain on its existing site until the condition of the manufactured home violates the City codes. When the condition of the existing manufactured home violates City codes, the Building Official shall require the owner to repair it, move the manufactured home out of the City, or demolish it. Within a period of 90 days, or in the case of a fire or natural disaster, a period of 180 days, the owner may replace the manufactured home with another manufactured home, which passed a "Property Inspection Report" or similar HUD-approved inspection report submitted by a licensed inspector and complies with Subsection E below. If the unit is not in conformance with building standards, it shall be denied an occupancy permit, and utilities shall not be connected to it.

- E. Any replacement manufactured home shall comply with the regulations found in Subsection C above for new or used manufactured homes.
- F. If any manufactured home located in a manufactured home park or subdivision violates a City code, it shall be replaced with a manufactured home that has passed an inspection by the Building Official or a licensed HUD inspector, and shall be subject to the requirements of Subsection C above.

**SECTION 4. MANUFACTURED HOME USE AND OCCUPANCY PERMIT**

- A. No manufactured homes installed in the City after the effective date of this Ordinance may be used or occupied as a residential dwelling or business within the City unless a permit for such use and occupancy has first been issued by the City Secretary.

- (1) Any manufactured home that is in the City which is subsequently relocated to another lot tract of property within the City must be issued a new occupancy permit.
  - (2) Each application for issuance of a manufactured home use and occupancy permit must be on the form prescribed by the City Council and must be accompanied by an occupancy application fee in the amount as set out in Exhibit "A".
- B. All manufactured homes older than five (5) years must pass an inspection by the Building Official or similar HUD-approved inspection report prepared by a licensed inspector before an occupancy permit will be issued. The completed inspection report must be submitted at the time the application for occupancy permit is submitted. (See Exhibit "A" for the cost of the inspection fee by the Building Official.)
- C. Unless the Building Official approves an application to install a HUD-code manufactured home for use and occupancy as a residential dwelling or business within thirty (30) days from the receipt of the application, the application is deemed approved and granted. The Building Official shall send the applicant a written denial of the application with the reasons for the denial.
- D. It shall be a condition of each manufactured home's use and occupancy permit that the home be installed in accordance with all applicable federal and state regulations, specifically including the requirements of §80.21 of Title 10, Part 1, Chapter 80 of the Texas Administrative Code (relating to Requirements of the Installation of Manufactured Homes) and is constructed according to drawings, as required by that section, which state that the foundation is a permanent foundation for a manufactured home. (See Exhibit "B"). The Building Official shall inspect each manufactured home to confirm that it has been properly strapped to the ground. (See Exhibit "A" for the cost of the inspection fee.)
- E. It shall be an additional condition of each manufactured home's use and occupancy permit that each manufactured home be skirted to conceal view of the undercarriage from all sides. The Building Official shall inspect each manufactured home after it has been installed for thirty (30) days to confirm that it has been properly skirted. (See Exhibit "A" for the cost of the inspection fee.)
- F. A manufactured home's use and occupancy permit shall be of indefinite duration and shall remain in effect for so long as the manufactured home is not relocated and is maintained in accordance with the applicable requirements of this Ordinance.

- G. A manufactured home's use and occupancy permit may be revoked if:
- (1) The manufactured home is not connected to the City water system when available, or is disconnected from water, sanitary sewer collection, or electrical supply for failure to pay any for such utilities after reasonable notice, unless the failure to pay is not the fault of the Permittee of the manufactured home.
  - (2) The manufactured home becomes unsafe or uninhabitable; or
  - (3) The license of the manufactured home park within which the home is located is revoked.

H. The occupancy application must include:

- (1) The applicant's name, address and telephone number;
- (2) The make, model and year of manufacturer of the manufactured home;
- (3) The number of each label attached to all separate transportable sections of the manufactured home attesting that the section has been manufactured and inspected in accordance with the applicable requirements of the Department of Housing and Urban Development; and
- (4) The location at which the manufactured home is to be installed, including as appropriate:
  - (a) The name and address of the licensed manufactured home park and the space in which the home will be installed; or
  - (b) The street address and lot and block location within a manufactured home subdivision where the home will be installed, as well as the name and address of the lot owner if different from the applicant.

## SECTION 5. ADMINISTRATION OF PERMITS, REVOCATION

- A. The Mayor or a designated official acting under the supervision of the Mayor shall be responsible for administration of the provisions of this Ordinance, including those relating to the issuance and revocation of permits.
- B. Whenever any manufactured home or manufactured home park is operated or maintained in a manner in violation of the conditions of a license, permit or certificate of occupancy issued under this Ordinance, the City Secretary, City Attorney, or Building Official shall give written notice by certified mail and/or personal hand delivery to the interested party of the nature of the violation and of any required remedial action. The notice shall direct the person to remedy the violation within 30 days from the date of the notice or appeal the citation to the City Council at its next meeting. The notice shall be deemed sufficient if mailed to the

address of the person as indicated upon the face of the permit or license application.

- C. Should any person fail to remedy a violation after notice provided by subsection (B) of this section or appeal to the City Council after the expiration of 30 days from the date of the notice, the Mayor may revoke the license, permit or certificate of occupancy, and order the disconnection of City utilities.

#### **SECTION 6. APPEALS FROM DECISION OF MAYOR OR BUILDING OFFICIAL**

- A. Any person whose application for a license or permit has been denied by the Mayor or the Mayor's designee shall have the right to appeal such decision to the City Council by filing a written appeal to the City Secretary within five (5) business days of receiving written notice.
- B. Any license revocation or suspension, or any order for a utility disconnection, or any decision, order or action taken by the Mayor or a Building Official, may be appealed to the City Council by any person affected by the decision by filing a written appeal to the City Secretary.
- C. Any such appeal shall be heard and determined by the City Council within 30 days of the filing of the written notice of appeal to the City Secretary.

#### **SECTION 7. MISCELLANEOUS MANUFACTURED HOME AND RECREATION VEHICLE REQUIREMENTS**

- A. Each manufactured home in the City shall have two (2) exit doors. Such doors shall be located remote from each other. Screen doors shall be of the hinged type, opening outwardly from the inside.
- B. Each manufactured home in the City must meet the definition of a manufactured home as given in Section 1 of this Ordinance and have a permanent label affixed to it which certifies it as meeting the definition. Existing manufactured homes in the City as of the date of this Ordinance are exempt from this requirement.
- C. Each recreation vehicle in a manufactured home park must meet the definition of a recreation vehicle as given in Section 1 of this Ordinance and have a permanent label affixed to it which certifies it as meeting the definition. All recreation vehicles must maintain applicable current state registration. Existing recreation vehicles as of the date of this Ordinance and recreation vehicles not located in a manufactured home park, and not occupied as a full-time residence, are exempt from this requirement.

- B. Each manufactured home in the City shall have a skirt that will conceal from view the undercarriage on all sides of the manufactured home. Acceptable skirting material includes polyvinyl or other material that shall be approved in writing by the Building Official. Because polyvinyl will deteriorate when exposed to the sun, skirting of this material must be properly maintained and or replaced when it becomes unsightly.

#### SECTION 8. MOBILE OFFICE UNITS.

- A. **Temporary Construction Facilities.** A mobile office unit may be used as a temporary facility for any construction project in the City, provided that a valid building permit has been issued for such project by the City Secretary with the applicable fee set out in Exhibit "A".
- B. **Permanent Business Offices.** A mobile office unit may be used for a permanent business office, provided that the following conditions are met:
- (1) The proposed office use and location conforms to the City regulations.
  - (2) Any such mobile office unit has documentation certifying that it has been manufactured in accordance with nationally recognized standards.
  - (3) All installation standards of this Ordinance are met and an installation permit as specified in this Ordinance is obtained for any such mobile office unit.
  - (4) Any such unit is anchored to be ground as specified in this Ordinance.
  - (5) All utility connections are inspected as provided in this Ordinance and comply with requirements of this Ordinance.
  - (6) Any such mobile office unit complies with the City building codes regarding exits and handicapped accessibility.
  - (7) Any such unit is inspected, and a certificate of inspection issued therefore as prescribed in this Ordinance prior to occupancy.
- C. **Right-of-Way Encroachment.** No mobile office unit shall be placed on or encroach into the public right-of-way without specific written permission for such encroachment from the City Council.

#### SECTION 9. EXTRATERRITORIAL APPLICATION

The provisions of this Ordinance shall apply throughout the corporate limits of the City. The provisions of this Ordinance applicable to the design, construction and operation of manufactured home parks and subdivisions shall also be applicable to any manufactured home park or manufactured home subdivision located outside the City which is connected to City water utility service unless the City Council grants a variance.

**ARTICLE II**  
**MANUFACTURED HOME PARKS**

**SECTION 10. CONSTRUCTION PERMIT REQUIRED FOR MANUFACTURED HOME PARKS**

- A. It shall be unlawful for any person or persons to construct, alter or extend any manufactured home park within the corporate limits of the City without obtaining a manufactured home park construction permit approved by the City.
- B. Application for a construction permit shall be made to the City Secretary and the following information and items shall be furnished:
- (1) Name and address of applicant.
  - (2) Identity of all persons who hold any financial interest or security interest in the manufactured home park.
  - (3) Location and legal description of the manufactured home park.
  - (4) Complete plans and specifications prepared by a registered professional engineer for the proposed park showing:
    - (a) Topographic contours of not more than two (2) foot intervals.
    - (b) Title or name of the manufactured home park.
    - (c) Names and addresses of persons or firms preparing plans and specifications.
    - (d) North point and scale.
    - (e) Key map showing location of the manufactured home park in relation to any existing streets and highways and original survey lines.
    - (f) The area and dimensions of the tract of land.
    - (g) A plat or map of the proposed manufactured home park showing the number, location and size of all manufactured home sites, spaces, locations and widths of roadways and walkways, service buildings and other proposed structures.
    - (h) The location of water and sanitary sewer lines and riser pipes.
    - (i) Plans and specifications for the water system, sewer system, gas lines (if any), and refuse disposal facilities.
    - (j) Plans and specifications for all buildings to be constructed within the manufactured home park.
    - (k) The location and details of lighting and electrical systems.
    - (l) Five copies of the plans and specifications shall be submitted to the Mayor for review, who may refer the park plans to the City engineer for review.
    - (m) The Mayor shall present the plans to the City Council regarding the approval or denial of the application when the plans and specifications are completed in accordance with this Ordinance.

- (n) After approval by the City Council, two final approved copies of the plans and specifications shall be submitted to the City Secretary for records retention before a construction permit is issued.
- C. Separate permits and inspections shall be required for the building, electrical, plumbing, driveways, sidewalks, and other permits when required by City building codes.
- D. A non-refundable construction permit fee shall be submitted with the permit application. The amount of the permit application fee and any engineering review fees shall be set out in a separate fee schedule.
- E. As required by City ordinance, an escrow deposit may be required for a feasibility study by the City engineer of a manufactured home park of five (5) or more water connections.

**SECTION 11. MANUFACTURED HOME PARK OPERATOR'S LICENSE REQUIRED**

- A. It shall be unlawful to establish, maintain or operate a manufactured home park without first securing a manufactured home park license. All manufactured home parks in existence upon the effective date of this Ordinance shall comply fully with the requirements of this Ordinance, except where grandfathered by this Ordinance.
- B. Licenses shall be valid for a period of one year beginning on the date the license is approved and shall be renewable annually thereafter on the anniversary date. A nonrefundable license application fee shall accompany each application for a license and license renewal. The City Council shall determine the license and annual license renewal fees. The amount of these fees are set out in Exhibit "A" of this Ordinance.
- C. To receive a license renewal, the manufactured home park operator must provide a park plat or map and a park inventory to the City in a format approved by the City Council at the time the annual permit fee is renewed each year.
  - (1) The plat or map of the park must show the number, location and size of all manufactured home spaces, sites, locations and widths of roadways and walkways, service buildings and other proposed structures.
  - (2) This inventory shall include, but shall not be limited to, the following information about each manufactured home or recreation vehicle: owner's current name and address, size, manufacturer, move-in date and current condition.



- D. A license may not be renewed if the manufactured home park operator does not correct violations of this Ordinance cited by the Building Official. As directed by the Building Official, a period of up to ninety (90) days shall be allowed to correct the noted violations. After that time, the Building Official, after reasonable notice to the operator, may suspend or revoke the park license if the violations have not been corrected, and the operator shall be forced to close the manufactured home park.

#### **SECTION 12. MANUFACTURED HOME OR RECREATION VEHICLE CONNECTED TO UTILITIES**

It shall be unlawful for any person to occupy a manufactured home or recreation vehicle in a manufactured home park unless such manufactured home or recreation vehicle has first been connected to the utilities available in such park.

#### **SECTION 13. INSPECTION OF A MANUFACTURED HOME PARK**

- A. The Building Official, or his/her designee, shall make such inspections as are necessary to ensure compliance with the provisions of this Ordinance.
- B. By the accepting the license, the licensee shall be deemed to authorize the inspection of a manufactured home park at all reasonable hours, which shall usually be during normal working hours. Failure to permit an inspection shall be grounds for suspension or revocation of the license. Where there is reason to believe a violation may exist before or after the hours of normal inspection, the Building Official may authorize special inspections at any time.
- C. Failure or refusal of a manufactured home park occupant to permit inspection by the Building Official or designee, or to permit the licensee to make necessary repairs or alterations in compliance with the requirements of the Building Official, shall constitute grounds for disconnection of the utilities serving such manufactured home. The manufactured home occupant shall have the right to appeal any decision, order or action of the Building Official by following the same procedure provided for appeals from license denials, suspensions or revocations by the Building Official found in Section 6 of this Ordinance.

#### **SECTION 14. MAINTENANCE OF PARK RECORDS**

All operators of manufactured home parks in the City shall keep and maintain a register of the manufactured home and recreation vehicle units located therein, identifying the name of said owner, date of arrival, make, model, and year of the manufactured home unit, state certificate, the state issuing the certificate,

location of the unit in the park, and departure date. The register records shall not be destroyed for a period of three (3) years following the date of registration.

#### **SECTION 15. SUSPENSIONS, REVOCATIONS AND DISCONNECTIONS**

- A.** The Mayor shall have authority to suspend or revoke a license or to order utility disconnections for the following violations of the provisions of this Ordinance:
- (1) A license may be suspended for any period of time up to twelve (12) months for a violation affecting the health, safety or welfare of occupants of a manufactured home or of other persons or property.
  - (2) A license may be revoked for a condition which is dangerous to life or property.
  - (3) For a violation of the provisions of this Ordinance deemed to require a license suspension or revocation, the utility connection servicing any space or any structure in a manufactured home park may be disconnected or caused to be disconnected; provided a utility disconnection may be ordered in connection with a license suspension or revocation as to all or any part of a manufactured home park if necessary to protect life or property.
  - (4) No license shall be suspended or revoked by the Mayor until written notice is served on the manufactured home park operator, and the operator is given five (5) business days to file a written appeal to the City Council.
- B.** The following procedures shall apply to a suspended or a revoked license:
- (1) After the period of suspension, a suspended license will be reinstated by the Mayor upon a showing of ability and willingness by the licensee to comply with the provisions of this chapter.
  - (2) A person whose license has been revoked may apply for a new license by making a new application and paying the required fee. Before granting a new license, the Mayor shall require the applicant to show ability and willingness to comply with the provisions of this Ordinance.
  - (3) No sale, transfer or assignment of a suspended or revoked license will be recognized by the City; provided a person whose license has been suspended or revoked may sell, transfer or assign his interest in the premises, if any, to another person who may then submit an application for a license to operate the manufactured home park. If it is

shown by the applicant that he/she has had no previous responsible connection with the manufactured home park, he/she will be eligible for a new license. If a new license is granted, the new licensee may commence to operate the manufactured home park upon issuance of the license.

(4) Where a person whose license has been suspended or revoked has no interest in the premises other than by agreement with the owner of the premises, such person may advise the City in writing of his withdrawal from any further connection with the manufactured home park. In this event, and if it be shown that the owner or owners had no responsible connection with the actual operation and maintenance of the manufactured home park, a new application may be made by any person other than the person whose license was suspended or revoked. If the new license is granted, the new licensee may commence to operate the manufactured home park upon issuance of the license.

C. In addition to suspension or revocation of a license, the City may pursue criminal penalties and civil remedies against any person or entity which violates this Ordinance

#### SECTION 16. CONSTRUCTION, ENVIRONMENTAL, OPEN SPACE AND ACCESS REQUIREMENTS OF MANUFACTURED HOME PARKS

- A. No construction or permit license may be issued on a new manufactured home park until the park plat is reviewed by the City engineer and approved by the Mayor and City Council. All engineering fees for review shall be paid by the applicant.
- B. All permits will be issued based upon the availability of City water and satisfactory evidence of sewage treatment availability capacity as determined by the Mayor and the City engineer.
- C. **General Requirements.** The minimum size of a manufactured home park shall be five (5) acres. Conditions of soil, ground water level, drainage and topography shall not create hazards to the property or the health or safety of the occupants. The site shall not be exposed to dangerous conditions or subject to unpredictable and/or sudden flooding, subsidence, or erosion.
- D. **Two Entrances.** All manufactured home parks with five (5) or more manufactured homes or recreation vehicles shall have two (2) entrances into the park for health and safety purposes. Emergency vehicles must be able to enter and exit without having to back up.

- E. Soil and Ground Cover Requirements.** Exposed ground surfaces in all areas of every manufactured home park shall be paved, covered with stone screenings or other solid material, or protected with a vegetative growth that can prevent soil erosion and eliminate objectionable dust.
- F. Site Drainage Requirements.** The ground surface in all areas of every manufactured home park shall be graded and equipped to drain all surface water in a safe efficient manner. The following shall be shown on the plans and specifications prepared by a registered professional engineer:
- (1) Calculations showing the anticipated storm water flow, including watershed area, percent runoff, and time of concentration. When a drainage ditch, storm sewer or detention pond is proposed, calculations shall be submitted showing the basis for design.
  - (2) When a drainage channel, storm sewer, or detention pond is proposed, complete plans, profiles, and specifications shall be submitted, showing complete construction details.
  - (3) When conditions upstream or downstream from a proposed detention pond, drainage channel or storm sewer do not permit maximum design flow, high water marks based on five (5) year frequency shall be indicated based on existing conditions.
- G. Required Separation Between Manufactured Homes in Manufactured Home Parks.**
- (1) Manufactured homes shall be separated from each other and from buildings and structures by at least fifteen (15) feet on the sides and end-to-end clearance of ten (10) feet. Existing manufactured homes in manufactured home parks as of the date of this Ordinance are exempt from this requirement.
  - (2) An accessory structure which has a horizontal area exceeding twenty-five (25) square feet and is attached to a manufactured home or located within ten (10) feet shall, for purposes of all separation requirements, be considered to be part of the manufactured home.
- H. Required Recreation Areas.**
- (1) In all manufactured home parks accommodating or designed to accommodate twenty-five (25) or more manufactured homes, there

shall be not less than one recreation area which shall be easily accessible to all park residents.

- (2) The size of such recreation areas shall be based upon a minimum of one hundred (100) square feet for each manufactured home space. No outdoor recreation area shall contain less than 2,500 square feet.
- (3) Recreation areas shall be located so as to be free of traffic hazards and should, where the topography permits, be centrally located.

**I. Required Setbacks, Buffer Strips and Screening in Manufactured Home Parks.**

- (1) Any manufactured home park constructed after the date of this Ordinance shall be located one hundred (100) feet or more from an existing residence, church, or retail business. All existing manufactured home parks as of the date of this Ordinance are not required to meet the aforementioned requirement unless a manufactured home park has not had its license renewed for a period of two years. At such time, the Mayor shall require the manufactured home park to be one hundred (100) feet or more from an existing residence, church or retail business.
- (2) All manufactured homes shall be located at least twenty-five (25) feet from any property boundary line abutting upon a public street or highway and at least five (5) feet from an interior property boundary line.
- (3) All manufactured home parks shall be screened with a vegetation barrier that will grow to a minimum six (6) feet high along the rear and side property boundary lines surrounding the entire park. One front and rear entrance to the park shall be the only allowed openings in the barrier. The barrier shall comply with the City codes and shall be inspected for proper maintenance by the Building Official during the annual inspection of the park. Existing manufactured home parks in the City as of the date of this Ordinance will have one year to comply with this requirement.

**J. Park Street System**

- (1) **Street Construction and Design Standards.** Street construction and design with a manufactured home park, whether the street system is intended to be public or private, shall conform to the minimum standards for improvement of streets and roads found in those

sections pertaining to public and or private streets in the Subdivision Rules and Regulations by Montgomery County, Texas.

(2) **Required Illumination of Park Street Systems.** All manufactured home parks shall be furnished with lighting units so spaced and equipped with luminaries placed at such mounting heights as will provide the following average maintained levels of illumination for the safe movement of pedestrians and vehicles at night.

(a) All parts of the park street system shall have a minimum of 175 watts of mercury or sodium vapor illumination every 200 feet.

(b) Potentially hazardous locations, such as major street intersections and steps or stepped ramps, shall be individually illuminated.

#### **K. Required Off-Street Parking Areas.**

(1) Off-street parking areas shall be provided in all manufactured home parks for the use of park occupants and guests. Such areas shall be furnished at the rate of not less than two (2) spaces for each manufactured home or recreation vehicle space, each parking space to be accessible without moving another car. Each space shall be at least nine (9) feet width by twenty-six (26) feet long.

(2) Required car parking spaces shall be so located as to provide convenient access to the manufactured home or recreation vehicle, but they shall not exceed a distance of two hundred (200) feet from the manufactured home or recreation vehicle that it is intended to serve.

#### **L. Manufactured Home and Recreation Vehicle Spaces.**

(1) Each manufactured home or recreation vehicle space shall be improved to provide an adequate poured concrete foundation that conforms to the Administrative Rules of the Texas Department of Community Affairs, Title 10, Texas Administrative Code, Chapter 80 which had an effective date of July 3, 2020, a copy of which is attached as Exhibit "B" to this Ordinance.

(2) The manufactured home space shall not lean, shift or settle unevenly under the weight of the manufactured home or recreation vehicle due to inadequate drainage, vibration or other forces acting on the superstructure.

#### **M. Grandfather Clause.**

Except as provided herein, manufactured home parks permitted by the City and in compliance with City ordinances at the date of this Ordinance are exempted

and "grandfathered" from the requirements of Section 16. However, in the event "grandfathered" park is ever in violation of a City ordinance or fails to conform to all regulations otherwise stated herein, then before a new permit is issued, the "grandfathered" park must come into compliance with Section 16.

## **SECTION 17: WATER AND SEWER SYSTEM**

- A. Water System - General Requirements.** A manufactured home park shall be connected to the City water system with a Master Meter. The City will bill the park licensee for water and sewer usage in the park.
- B. Water Distribution System.**
- (1) The water supply system serving the manufactured home park shall be connected by pipes or other approved material to all manufactured homes, recreation vehicles, buildings, and other facilities requiring water.
  - (2) All water piping, fixtures and other equipment shall be constructed and maintained in accordance with the requirements of City codes and shall be of a type and in locations approved by the Building Official.
  - (3) The system shall be so designed and maintained as to provide a pressure of not less than forty-five (45) pounds per square inch, under normal operating conditions at service buildings and other locations requiring potable water supply.
- C. Individual Water-Riser Pipes and Connections.**
- (1) Individual water riser pipes shall be located within the confined area of the manufactured home space at a point where the water connection will approximate a vertical position.
  - (2) Water riser pipes shall extend at least four (4) inches above ground elevation. The pipe shall be not less than three-quarter (3/4) inches in diameter. The water outlet shall be capped when a manufactured home does not occupy the space.
  - (3) Adequate provision shall be made to prevent the freezing of service lines. Valves and riser pipes shall be protected from heaving and/or thawing actions of the ground. Surface drainage shall be diverted from the location of the riser pipe.
  - (4) A shutoff valve shall be provided near the water riser on each manufactured home space.

(5) Underground stop and waste valves shall not be installed on any water service line.

**D. Sanitary Sewer Collection System—General Requirements.** A manufactured home park shall be connected to a City-approved sanitary sewer collection system. The sanitary sewer collection system must be designed by a professional licensed engineer and comply with state laws and regulations.

**E. Sanitary Sewer Lines.** All sanitary sewer lines shall be located in trenches of sufficient depth to be free of breakage from traffic or other movements and shall be separated from the park water distribution system as provided by state law and City codes. Sanitary sewer lines shall be at a grade, which will ensure adequate flow as delineated in the City codes. All sanitary sewer lines shall be constructed of approved materials, shall be adequately vented, and shall have watertight joints.

**F. Individual Sanitary Sewer Connections.**

(1) Each manufactured home space shall be provided with at least one four (4) inch diameter sewer riser pipe. The sewer riser pipe shall be so located on each space that the sanitary sewer connection to the manufactured home drain outlet will approximate a vertical position. Each manufactured home space shall be provided with a four (4) inch P-trap for the manufactured home sewer connection and be properly vented.

(2) The sanitary sewer connection shall have an inside diameter not less than three (3) inches, and the slope of any portion thereof shall be at least one-fourth (1/4) inch per foot. The sanitary sewer connection shall consist of one pipeline only without any branch fittings. All joints shall be watertight.

(3) All materials used for sewer connections shall be semi-rigid, corrosive resistant, non-absorbent and durable. The inner surface shall be smooth.

(4) Provision shall be made for capping the sewer riser pipe when a manufactured home does not occupy a space. Surface drainage shall be diverted away from the riser. The rim of the riser pipe shall extend at least four (4) inches above the ground elevation.

(5) Sanitary sewer lines shall conform to all City plumbing codes and to state laws and regulations.



## SECTION 18. ELECTRICAL SYSTEM

**General Requirements.** All manufactured home parks shall contain an electrical wiring system consisting of wiring, fixtures, equipment, and appurtenances, which shall be installed and maintained in accordance with the National Electric Code.

## SECTION 19. REFUSE HANDLING

- A. The storage, collection and disposal of refuse in the manufactured home park shall be conducted in a manner that will not create health hazards, rodent harborage, insect breeding areas, accidental fire hazards and/or air or water pollution.
- B. Garbage and rubbish receptacles two (2) cubic yards or larger in capacity must be enclosed in a privacy fence, concealed from view and have a concrete foundation. All such receptacles shall be setback from the park driveway far enough for a garbage truck to operate along the driveway.
- C. Garbage and rubbish will be placed in collection containers on a timely basis. No accumulation of garbage and rubbish is permitted within the manufactured home park.

## SECTION 20. FUEL SUPPLY AND STORAGE

### A. Natural Gas System.

- (1) Natural gas piping systems, if provided, shall be installed and maintained in accordance with the City codes and other regulations governing such systems.
- (2) Each manufactured home space provided with piped gas shall have an approved manual shutoff valve installed upstream of the gas outlet. The outlet shall be equipped with an approved cap to prevent accidental discharge of gas when the outlet is not in use.

**B. Liquefied Petroleum Gas Systems.** Liquefied petroleum gas systems shall be installed and maintained in accordance with applicable laws, codes and regulations governing such systems. Bulk storage and distribution system plans shall be submitted to the City for approval.

## SECTION 21. FIRE PROTECTION

- A. Manufactured home parks shall be kept free of litter, rubbish, and other flammable materials.

- B. Portable fire extinguishers of a type approved by the Building Official shall be kept in service buildings and all other locations designated by the Building Official. Such extinguisher shall be maintained in good operating condition.
- C. Fires shall be made only in stoves, incinerators and other equipment intended for such purposes.

## SECTION 22. MISCELLANEOUS PARK REQUIREMENTS

### A. Responsibilities of the Manufactured Home Park Licensee.

- (1) The licensee of a manufactured home park shall be responsible for operation of such park in compliance with the provisions of this Ordinance and shall provide adequate supervision to maintain such park, its facilities and equipment in good repair and in a clean and sanitary condition.
- (2) The licensee shall be responsible for notifying park occupants of the applicable provisions of this Ordinance.
- (3) The licensee shall be responsible for supervising the placement of manufactured homes or recreation vehicles on manufactured home spaces within the manufactured home park. The licensee shall be responsible for maintaining a register containing the names of all park occupants. Such register shall be available to any authorized person inspecting the park for the enforcement of this Ordinance or any other ordinances of the City.

### B. Responsibilities of Park Occupants.

- (1) Manufactured home park occupants shall comply with all applicable provisions of this Ordinance, and each occupant shall maintain his/her manufactured home, manufactured home space, appurtenances and equipment in good repair and in a clean and sanitary condition.
- (2) Each manufactured home park occupant shall be responsible for the proper placement of his/her manufactured home or recreation vehicle on the manufactured home space and for proper installation of all utility connections.

- C. **Restrictions on Occupancy.** A manufactured home or recreation vehicle shall not be occupied for dwelling purposes unless it is properly placed on a manufactured home space and properly connected to water, sanitary

sewage collection, electrical and gas utilities, and other services that are required for the health and safety of the occupants.

**D. Duties of Manufactured Home Park Licensee and Operator.**

In addition to the above, it shall be the duty of the licensee, owner, his agent, representative or operator to comply with the following:

- (1) Permit regular inspection of water and sanitary conveniences.
- (2) Provide for the collection and removal of garbage and other waste material.
- (3) Prohibit the placing or storage of unsightly material or vehicles of any kind.
- (4) Provide for the regular cleaning, painting, repairing and disinfecting of all units as needed.
- (5) Take such other measures as may be deemed reasonably necessary by the City Council to preserve the health, comfort, and safety of all persons residing in the park and the general public.
- (6) Report immediately to a law enforcement officer of the City of Cut and Shoot or Montgomery County, Texas, all acts of disorderly conduct or other crimes committed by any person or persons inside the park.
- (7) See that the rules and regulations of the park and City are made known to residents of the park.
- (8) See that all manufactured homes are skirted to conceal the view of the undercarriage from all sides within sixty (60) days of arrival, with color coordinated metal, vinyl or other quality materials as approved in advance of installation by operator. Fiberglass, galvanized or corrugated metal, plastic, pressboard, plywood or lattice are not acceptable. Lattice around the bottom of decks is acceptable if color-coordinated with the home.
- (9) No manufactured home may be moved into the park for refurbishing.
- (10) All manufactured homes shall provide safe access to the front and rear exits of the manufactured home, including adequate front and rear steps, pursuant to OSHA safety regulations.
- (11) No manufactured homes older than ten (10) years shall be moved into a manufactured home park unless it has been inspected and approved for safety by a state-licensed building inspector or the Building Official.
- (12) There shall be a 15 MPH speed limit sign posted at both entrances.
- (13) No vehicle parking shall be allowed on the driveway. **EMERGENCY VEHICLES MUST BE ABLE TO DRIVE THROUGH AT ALL TIMES.**
- (14) No unsightly, damaged, rundown, or inoperative vehicles, diesel rigs, large trucks, or large commercial vehicles (over 1½ tons) or equipment shall be allowed to park within the park.
- (15) No abandoned vehicles of unknown ownership elevated on jacks without wheels or with flat tires shall be allowed within the park.

## **SECTION 23. DENSITY REQUIREMENT**

- A. No more than eight (8) manufactured home spaces shall be situated per acre of unimproved land. *Unimproved land* means land upon which no roadways or sidewalks have been constructed as well as other types of improvements. Other space and distance requirements in this Ordinance shall not conflict with this requirement.
- B. In the enforcement of this density requirement, the more restrictive of the standards shall be applied in any situation to determine compliance with this Ordinance.

## **SECTION 24. ADDITIONAL CONSTRUCTION**

It shall be unlawful for any person operating a manufactured home park or occupying a manufactured home therein, to construct or permit to be constructed in such park any additional structure, building or shelter in connection with or attached to a manufactured home unit; except, however, awnings or canvas or metal, storage sheds, fences, porches, carports, manufactured home skirts, antennas and all other improvements or other suitable construction which may be attached to said manufactured homes, provided same are first checked and approved in writing by the Building Official. Workmanship of all porches, skirting, awnings, and sheds must be of good quality as determined by the Building Official.

## **SECTION 25. SUPERVISION**

A responsible attendant or caretaker, owner or operator shall be in charge at all times to keep the manufactured home park, its facilities and equipment in a clean, orderly and sanitary condition. This person shall be answerable along with the park licensee for any violation of the provisions of this Ordinance.

## **ARTICLE III MANUFACTURED HOME SUBDIVISIONS**

### **SECTION 26. GENERAL PROVISIONS**

Manufactured home subdivisions consist of developments which are exclusively designed for manufactured home occupancy. This class of development permits the use of lots which are of smaller width and area than standard residential development. Manufactured home subdivisions do not include manufactured home parks in which spaces are offered for lease only. Manufactured home parks need not be platted but must be approved, permitted and operated in accordance with the City's manufactured home park regulation. Manufactured home subdivisions must be platted in accordance with the provisions of the Subdivision Rules and Regulations of Montgomery County, Texas.

#### **SECTION 27. MINIMUM LOTS REQUIRED**

Manufactured home subdivisions must include a minimum of 20 lots. The minimum of 20-lot requirement applies regardless of whether or not the lots are 5,000 square feet in area, or greater, and otherwise satisfy the requirements for standard residential development.

#### **SECTION 28. MINIMUM WIDTH AREA**

Manufactured home subdivision lots or spaces must have a minimum width of 40 feet and a minimum area of 4,200 square feet.

#### **SECTION 29. COMPENSATING OPEN SPACES**

Compensating open space in the amount of 250 square feet per lot is required for each manufactured home lot or space having an area of less than 5,000 square feet. Compensating open spaces must be configured and located so as to be generally accessible and conducive to use by the residents of the manufactured home subdivision. Compensating open spaces are not maintained by the City. Covenants filed of record and running with the land shall impose the responsibility for maintenance of the common space areas upon the manufactured home park operator or of the lot owners within the subdivision. Voluntary payments for public park improvements may be made in lieu of the reservation of onsite open spaces. Payments in lieu of open space reservations must be in an amount equal to the average predevelopment value of a like quantity of land within the development. Payments made in lieu of open space reservations shall be used exclusively for the acquisition or improvement of public works.

#### **SECTION 30. STREETS, DRAINAGE, LIGHTING AND UTILITIES**

Streets, drainage, lighting, and water and sewer service shall be provided in accordance with the provisions of the Rules and Regulations of Montgomery County, Texas.

#### **SECTION 31. COMBINATION WITH OTHER HOUSING FORMS PROHIBITED**

Manufactured home subdivisions must be devoted to the exclusive use of manufactured housing and may not be combined with other housing forms.

### **ARTICLE IV MISCELLANEOUS PROVISIONS**

## **SECTION 32. VARIANCES**

Any person who seeks an exception or variance to this Ordinance may submit a request in writing to the City Secretary who shall present the request to the City Council for its consideration. The City Council may grant a variance to this Ordinance if it finds that granting the requested variance (1) promotes fairness; (2) does not reward self-created hardships; (3) does not impair the property values of neighboring properties; (4) does not provide special favors; and (5) is clearly in the best interest of the public and the neighborhood in which it may be placed. Each variance request shall be considered on its own merits on a case-by-case basis and shall not be construed to set a precedent for future requests.

## **SECTION 33. APPEALS TO THE CITY COUNCIL**

- A. Any person or entity shall have the right to appeal a decision of the Mayor or Building Official to the City Council by filing a written appeal to the City Secretary.
- B. Any such appeal shall be heard and determined by the City Council within 30 days of the filing of the written notice of appeal to the City Secretary.

## **SECTION 34. FEES**

- A. Fees for manufactured home parks, inspections, and occupancy permits shall be determined by the City Council and shall be shown in the fee schedule attached to this Ordinance, as Exhibit "A".
- B. The City Council shall have the right to change the fee schedule from time to time as necessary.

## **SECTION 35. CRIMINAL PENALTY AND CIVIL RELIEF**

- A. A person, firm or corporation violating any provision of this Ordinance shall be guilty of a misdemeanor and upon conviction shall be punished by a fine of not more than \$500 for each act of violation, and each day or violation shall be considered a separate violation.
- B. In addition to proceeding under authority of subsection (A) of this Section, the City is entitled to pursue all other criminal and civil remedies to which it is entitled under authority of statutes or ordinances against a person continuing to violate this Ordinance.

**SECTION 36. REPEALING CLAUSE**

All other existing City Ordinances, or provisions therein, in conflict with provisions of this Ordinance are repealed to the extent of the conflict.

**SECTION 37. SAVINGS CLAUSE**

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 38. TEXAS OPEN MEETINGS CLAUSE**

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

**SECTION 39. EFFECTIVE DATE AFTER PUBLICATION**

This Ordinance shall take effect and be in full force and effect from and after the date of its publication as provided by law.

PASSED AND APPROVED this 10<sup>th</sup> day of September, 2020.

**THE CITY OF CUT AND SHOOT, TEXAS**

  
NYLA DALHAUS, Mayor

ATTEST:

  
AMY WADE, City Secretary

EXHIBIT A

Manufactured Home Fee Schedule

Manufactured Home Occupancy Permit.....	\$100 per unit
Foundation strapping inspection.....	\$150 per unit
Manufactured home skirting inspection.....	\$150 per unit
Construction Permit Fee.....	\$100.00, plus \$25.00 per space
Annual Manufactured Home Park License Renewal Fee .....	\$15 per space
Engineering Review * .....	\$300.00, plus \$15.00 per space & \$25.00 for common areas
Utility Inspections .....	\$300.00, plus \$15.00 per utility connection
Annual Park Inspection Fees .....	\$150.00 per park, plus \$10.00 per space
Re-Inspection Fees after a Violation .....	\$75.00 per inspection
Mobile Office Unit License Fee .....	\$150.00 per unit

\* Per City ordinance, there will be a requirement for an escrow deposit for a City engineer feasibility study of any development of five(5) or more water utility connections.

All fees must be paid prior to the City issuing a permit or license.

All utility connections must conform to the City's building codes and regulations governing installation.



## EXHIBIT B

### Texas Administrative Code (Last Updated: July 3, 2020)

- TITLE 10. COMMUNITY DEVELOPMENT
- PART 1. TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
- CHAPTER 80. MANUFACTURED HOUSING
- SUBCHAPTER B. INSTALLATION STANDARDS AND DEVICE APPROVALS

#### SECTION 80.21. Requirements for the Installation of Manufactured Homes

(a) All new manufactured homes shall be installed by a licensed installer and in accordance with the home manufacturer's DAPIA-approved installation instructions.

(b) All used manufactured homes shall be installed by a licensed installer to resist overturning and lateral movement of the home, and the installation must be completed in accordance with instructions appropriate for the Wind Zone where the home is to be installed as per one of the following:

(1) the home manufacturer's DAPIA-approved installation instructions;

(2) the state's generic standards set forth in §§80.22, 80.23, 80.24, and 80.25 of this subchapter (relating to Installation Standards and Device Approvals);

(3) the instructions for a stabilization system registered with the Department in accordance with §80.26 of this subchapter (relating to Registration of Stabilizing Components and Systems); or

(4) the instructions for a special stabilization system which:

(A) may or may not be a permanent foundation;

(B) is for a particular manufactured home or an identified class of manufactured homes to be installed at a particular area with similar soil properties according to county soil survey or other geotechnical reports; and

(C) is either:

(i) a pre-existing foundation for which a professional engineer or architect licensed in Texas has issued written approval for the installation of a particular home, and the written approval shall be submitted to the Department with the installation report; or

(ii) installed in accordance with a custom designed stabilization system drawing that is stamped by a Texas licensed professional engineer or architect. A copy of the stabilization system drawing must be forwarded to the Department along with the installation report.

(c) When a home is installed on a stabilization system registered with the Department or a special stabilization system, the installer must follow the home manufacturer's DAPIA-approved installation instructions for any aspect of the installation that is not covered by the system's installation instructions or drawings.

(d) The installer must use stabilizing components that have the required capacity and install them according to the anchor or stabilizing component manufacturer's current installation instructions. All stabilizing components must be resistant to all effects of weathering including that encountered along the Texas gulf coast. Anchors must be made resistant to corrosion. Nonconcrete stabilizing components and systems for use within 1500 feet of the coastline shall be specifically certified for this use. Preservative treated (PT) wood components shall conform to the applicable standards issued by the American Wood Preserver's Association and referenced by the latest edition of the International Residential Code. The use of re-conditioned equipment (i.e. anchor, strap, and clip) or any anchoring component by licensed installer on the new installations is not permitted. Homeowners are exempt from this requirement provided the integrity of the component is acceptable and approved by the state and the original product number, vendor name, and/or patent number must be legible on the product.

(e) Site Preparation Responsibilities and Requirements:

(1) The responsible installer of a new manufactured home is responsible for the proper preparation of the site where the manufactured home will be installed.

(2) A consumer acquiring a used manufactured home to be installed is responsible for the proper preparation of the site where the manufactured home will be installed except as set forth in §80.22 of this chapter (relating to Generic Standards for Moisture and Ground Vapor Controls).

(3) Whenever a licensed retailer intends to sell a used manufactured home, regardless of where it is located or is to be located, the retailer is required to give the consumer the Site Preparation Notice, for signature by the consumer, in the form set forth on the Department's website PRIOR to the execution of any binding sales agreement.

(4) Whenever a licensed installer proposes to move a used manufactured home, the installer is required to give the consumer the Site Preparation Notice,

for signature by the consumer, in the form set forth on the Department's website PRIOR to entering into a binding agreement to move that home.

(f) If at the time of installation or within 90 days thereafter as stated on the contract, the retailer or installer provides the materials for skirting or contracts for the installation of skirting, the retailer or installer is responsible for installing any required moisture and ground vapor control measures in accordance with the home installation instructions, specifications of a registered stabilization system, or the generic standards and shall provide for the proper cross ventilation of the crawl space. If the consumer contracts with a person other than the retailer or installer for the skirting, the consumer is responsible for installing the moisture and ground vapor control measures and for providing for the proper cross ventilation of the crawl space.

(g) Clearance: If the manufactured home is installed according to the state's generic standards, a minimum clearance of 18 inches between the ground and the bottom of the floor joists must be maintained. In addition, the installer shall be responsible for installing the home with sufficient clearance between the I-Beams and the ground so that after the crossover duct prescribed by the manufacturer is properly installed it will not be in contact with the ground. Refer to §80.25 of this chapter (relating to Generic Standards for Multi-Section Connections Standards) for additional requirements for utility connections. The Installer must remove all debris, sod, tree stumps and other organic materials from all areas where footings are to be located.

(h) Drainage: The Installer is responsible for proper site drainage where a new manufactured home is to be installed. The consumer is responsible for proper site drainage where a used manufactured home is to be installed unless the home is installed in a rental community. Drainage prevents water build-up under the home. Water build-up may cause shifting or settling of the foundation, dampness in the home, damage to siding and bottom board, buckling of walls and floors, delamination of floor decking and problems with the operation of windows and doors.

(i) Frost Line Zone.

(1) The following Texas counties have a 12 inch frost line depth to consider for the installation of a new manufactured home: Armstrong, Bailey, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Cottle, Crosby, Dallam, Deaf Smith, Dickens, Donley, Floyd, Foard, Gray, Hale, Hall, Hansford, Hardeman, Hartley, Hemphill, Hockley, Hutchinson, King, Knox, Lamb, Lipscomb, Lubbock, Moore, Motley, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Sherman, Swisher, Wheeler, and Wilbarger.

(2) For a new home to be installed in a Frost Line Zone county, footings placed in freezing climates must be designed using methods and practices that prevent the effects of frost heave by one of the following methods:

(A) Conventional footings. Conventional footings must be placed below the frost line depth for the site unless an insulated foundation or monolithic slab is used (refer to 24 CFR §3285.312(b)(2) and (3)).

(B) This is not subject to the provisions in 24 CFR §3285.2(c) that also require review by the manufacturer and approval by its DAPIA for any variations to the manufacturer's installation instructions for support and anchoring.

(C) Monolithic slab systems. A monolithic slab is permitted above the frost line when all relevant site-specific conditions, including soil characteristics, site preparation, ventilation, and insulative properties of the under floor enclosure, are considered and anchorage requirements are accommodated as set out in 24 CFR §3285.401. The monolithic slab system must be designed by a licensed professional engineer or registered architect:

(i) In accordance with acceptable engineering practice to prevent the effects of frost heave; or

(ii) In accordance with SEI/ASCE 32-01 as defined in 24 CFR §3285.4.

(D) Insulated foundations. An insulated foundation is permitted above the frost line, when all relevant site-specific conditions, including soil characteristics, site preparation, ventilation, and insulative properties of the under floor enclosure, are considered, and the foundation is designed by a licensed professional engineer or registered architect:

(i) In accordance with acceptable engineering practice to prevent the effects of frost heave; or

(ii) In accordance with SEI/ASCE 32-01 as defined in 24 CFR §3285.4.

(j) Electrical testing. At the time of installation, the following tests must be performed on all new manufactured homes:

(1) All site installed or shipped loose fixtures shall be subjected to a polarity test to determine that the connections have been properly made;

(2) All grounding and bonding conductors installed or connected during the home installation shall be tested for continuity; and

(3) All electrical lights, equipment, ground fault circuit interrupters and appliances shall be subjected to an operational test to demonstrate that all equipment is connected and functioning properly.

**MUNICIPAL BUILDING PERMIT INSPECTION-PLAN REVIEW FEE SCHEDULE  
CITY OF CUT AND SHOOT, TEXAS  
EXHIBIT "A"**

**BUILDING PERMITS:**

**NOTE:**

Due to the different characteristics of each job, additional inspection fees may be required if additional inspections are needed that were not originally charged when the permit was issued. All fees must be received by the city before a certificate of compliance or a certificate of occupancy will be issued.

**Building Valuation Table:**

**NOTE:**

1. The building valuation table shall be used for new building construction and building additions.
2. Values for permitting purposes are based on the Building Valuation Table – August 2012 as published by the International Code Council, or as determined by the building official.
3. Alterations, remodels, and interior build outs will be based on project valuation or as determined by the building official.

Group (August 2012 ICC Building Valuation Data)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	214.15	206.92	201.66	193.17	181.41	176.32	186.72	165.85	159.28
A-1 Assembly, theaters, without stage	196.04	188.81	183.56	175.06	163.31	158.22	168.62	147.76	141.18
A-2 Assembly, nightclubs	168.81	164.02	159.44	153.03	143.74	139.85	147.38	130.27	126.58
A-2 Assembly, restaurants, bars, banquet halls	167.81	163.02	157.44	152.03	141.74	138.85	146.38	128.27	125.58
A-3 Assembly, churches	197.95	190.72	185.47	176.97	165.36	160.27	170.53	149.81	143.23
A-3 Assembly, general, community halls, libraries, museums	165.62	158.39	152.13	144.64	132.00	127.91	138.19	116.44	110.87
A-4 Assembly, arenas	195.04	187.81	181.56	174.06	161.31	157.22	167.62	145.76	140.18
B Business	172.54	166.23	160.58	152.72	138.52	133.37	146.42	121.73	115.93
E Educational	181.70	175.44	170.22	162.46	151.32	143.23	156.78	131.65	127.18
F-1 Factory and industrial, moderate hazard	103.30	98.45	92.55	88.98	79.28	75.88	85.02	65.42	61.37
F-2 Factory and industrial, low hazard	102.30	97.45	92.55	87.98	79.28	74.88	84.02	65.42	60.37
H-1 High Hazard, explosives	96.79	91.94	87.04	82.47	73.97	69.57	78.51	60.11	N.P.
H234 High Hazard	96.79	91.94	87.04	82.47	73.97	69.57	78.51	60.11	55.06
H-5 HPM	172.54	166.23	160.58	152.72	138.52	133.37	146.42	121.73	115.93
I-1 Institutional, supervised environment	171.33	165.32	160.70	153.74	141.19	137.46	149.84	126.68	122.17
I-2 Institutional, hospitals	292.97	286.66	281.01	273.15	257.93	N.P.	266.85	241.14	N.P.
I-2 Institutional, nursing homes	202.53	196.21	190.57	182.71	168.50	N.P.	176.41	151.70	N.P.
I-3 Institutional, restrained	196.53	190.21	184.57	176.71	164.01	157.86	170.41	147.22	139.42
I-4 Institutional, day care facilities	171.33	165.32	160.70	153.74	141.19	137.46	149.84	126.68	122.17
M Mercantile	125.80	121.01	115.43	110.02	100.45	97.56	104.37	86.98	84.29
R-1 Residential, hotels	172.82	166.81	162.19	155.22	142.85	139.11	151.49	128.33	123.82
R-2 Residential, multiple family	144.89	138.87	134.26	127.29	115.60	111.87	124.24	101.08	96.58
R-3 Residential, one- and two-family	Based on square footage								
R-4 Residential, care/assisted living facilities	171.33	165.32	160.70	153.74	141.19	137.46	149.84	126.68	122.17
S-1 Storage, moderate hazard	95.79	90.94	85.04	81.47	71.97	68.57	77.51	58.11	54.06
S-2 Storage, low hazard	94.79	89.94	85.04	80.47	71.97	67.57	76.51	58.11	53.06
U Utility, miscellaneous	71.79	67.80	63.46	59.92	53.77	50.29	57.04	42.06	39.83

**Square Foot Construction Costs a, b, c, d**

- a. Private Garages use Utility, miscellaneous
- b. Unfinished basements (all use group) = \$15.00 per sq. ft.
- c. For shell only buildings deduct 20 percent
- d. N.P. = not permitted

**BUILDING PERMIT FEES:**

\$1,000.00 or less	\$75 flat fee, unless inspection is required, in which case a \$75.00 fee for each inspection shall be charged.
\$1,001.00 to \$50,000.00	\$200.00 for the first \$1,000.00 + \$5.00 for each additional thousand or fraction thereof.
\$50,001.00 to \$100,000.00	\$445.00 for the first \$50,000.00 + \$4.00 for each additional thousand or fraction thereof.
\$100,001.00 to \$500,000.00	\$645.00 for the first \$100,000.00 + \$3.00 for each additional thousand or fraction thereof.
\$500,001.00 and up	\$1,845 for the first \$500,000.00 + \$2.00 for each additional thousand or fraction thereof.

**PLAN REVIEW FEE:**

When the valuation of proposed construction exceeds \$1,000.00 and construction documents are required to be submitted by the adopted Building Codes, a plan review fee must be received by the City at the time of submitting constructions documents for review. Said plan review fee shall be equal to one-half (1/2) of the building permit fee set out herein and in accordance with the adopted Building Code. Such plan review fee is in addition to the building permit fee. Said plan review fee shall cover the cost of the first and second plan review (if necessary). If, after the second submittal of plans are rejected, a plan review fee for the third and subsequent plan-check will be payable in the amount of 50% of the original plan review fee. Plan review fees are not refundable.

**CERTIFICATE OF OCCUPANCY:**

New construction	Included in building permit fee
Commercial or any business that requires a Certificate of Compliance for additions, remodeling or renovations	Included in building permit fee
Replacement/Duplicate Certificate of Occupancy or change of name or change of address	\$ 60.00
Residential Certificates (CO or CC)	Included in building permit fee
When requested or required by owner or lender	\$60.00

Certificate of Occupancy when none was previously issued (includes occupancy inspection and certificate) \$200.00

Change of Occupancy in group classification (Includes occupancy inspection and certificate) \$200.00

**CULVERT PERMIT FEES:**

Culvert Pipe permit fee, per 20' driveway:  
Residential, per 20' driveway or less \$35.00 + deposit  
Commercial, per 35' driveway or less \$60.00 + deposit  
Culvert pipe deposit \$200.00

Culvert/ditch inspection \$75.00  
Charge for inspector if the inspector has to wait for completion of work, for each ½ hour or fraction thereof \$75.00

**CURB & GUTTER PERMIT FEES:**

Curb & gutter not associated with a driveway:  
First 100 linear feet \$50.00  
Each add'l 100 ft. or fraction thereof \$35.00  
Curb cut for drainage \$35.00  
Curb cut for disabled or wheelchair No fee (included in sidewalk permit)

**DEMOLITION FEES:**

Demolition of any building or structure:  
(When there is a valid building permit for the address) No charge  
Buildings less than 1,000 square feet \$75.00 + sewer disconnect fee  
Buildings 1,000 to 5,000 square feet \$150.00 + sewer disconnect fee  
Buildings greater than 5,000 sf \$300.00 + sewer disconnect fee

**NOTE:** The demolition contractor must engage the services of a master plumber for sewer, water and storm drainage disconnects.

**DRIVEWAY PERMIT FEES (INSPECTIONS INCLUDED):**

Driveway permit fee, per driveway:  
Residential – 20' or less width \$75.00  
(When there is a valid building permit for the address) No Charge  
Commercial – 35' or less width \$115.00



**NOTE:** This permit applies to the area between the street and the property line.

Curb cut and repairs in conjunction with driveway permit - Included in driveway permit fee.

**SWIMMING POOLS AND SPAS:**

For each private or public swimming pool and/or spa, there shall be a building permit fee of \$450 which includes the review fee. Additional fees will be assessed for plumbing and electrical permits.

**GENERATORS:**

For each residential or commercial generator, there shall be a building permit fee of \$350 which includes the review fee. Additional fees will be assessed for plumbing, electrical and mechanical permits.

**INSPECTION FEES:**

Building and development fee schedule:

1. When work of any kind for which a permit is required has commenced without first obtaining a permit, the permit fee shall be doubled.
2. Building inspection fee \$75.00 per inspection
3. Site development inspection fee \$75.00 per inspection
4. Re-inspection fee \$75.00 per re-inspection
5. Miscellaneous inspection fee \$75.00 per inspection
6. Special or emergency inspection fee:
  - Weekdays, after normal business hours \$150.00 (if available)
  - Weekends and city holidays \$225.00 (if available)
7. Expired permit renewal fee ½ of the original permit fee

**NOTE:**

1. All fees will be paid to the City before utilities are released to the Utility Companies and before issuance of a Certificate of Occupancy.
2. Due to the different characteristics of each job, additional inspection fees may be required if additional inspection are needed that were not originally charged when the permit was issued. All fees must be received by the city before a certificate of compliance or a certificate of occupancy will be issued.

**LICENSES – REGISTRATION & ANNUAL LICENSE FEES:**

Municipal registration of contractors: All contractors must register with the City before working within the city limits.

**ELECTRICAL PERMIT FEES:**

**NOTE:**

Due to the different characteristics of each job, additional inspection fees may be required if additional inspection are needed that were not originally charged when the permit was issued. All fees must be received by the city before a certificate of compliance or a certificate of occupancy will be issued.

**Residential:**

New construction, additions, remodels, and alterations.  
Base fee plus required inspections. For projects requiring inspections in multiple stages, the fee noted will be charged for each trip to the project.

Base Fee		\$50.00
Inspection Fees up to 5,000 sq. ft.	Underground	\$75.00
	Rough	\$75.00
(Included in Building Permit)	T.C.I.*	\$75.00
	Final	\$75.00
Inspection fees for over 5,000 sq. ft.	Underground	\$100.00
	Rough	\$100.00
(Included in Building Permit)	T.C.I.*	\$100.00
	Final	\$100.00
Re-inspection fee		\$75.00

\*T.C.I. refers to the Temporary Cut-In or the permanent meter set.

**Commercial:**

New construction, additions, remodels, and alterations.  
Base fee plus required inspections. For projects requiring inspections in multiple stages (i.e. wall cover, ceiling cover, etc.), the fee noted will be charged for each trip to the project.

Base Fee		\$50.00
Inspection Fees up to 5,000 sq. ft.	Underground	\$75.00
	Rough	\$75.00
(Included in Building Permit)	T.C.I.*	\$75.00
	Final	\$75.00
Inspection Fees up to 10,000 sq. ft.	Underground	\$100.00
	Rough	\$100.00
(Included in Building Permit)	T.C.I.*	\$100.00
	Final	\$100.00
Inspection fees over 10,000 sq. ft.	Underground	\$150.00
	Rough	\$150.00
(Included in Building Permit)	T.C.I.*	\$150.00
	Final	\$150.00
Re-inspection fee		\$75.00

\*T.C.I. refers to the Temporary Cut-In or the permanent meter set.

**Miscellaneous Electrical Permits:**

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Meter loop or service	
Residential:	\$100.00
Commercial:	
100 to 300 amp	\$115.00
301 to 400 amp	\$136.00
401 to 600 amp	\$157.00
600 to 1,000 amp	\$180.00
1,001 amp and up	\$245.00

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Temporary Power Pole (inspection included)	\$75.00
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Electrical yard light (inspection included)	\$75.00
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Parking lot light pole – first two poles (inspections included)	\$75.00
Each additional light pole	\$15.00

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Electrical reconnection or turn on (inspection included)	\$75.00 per building
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Generator (electrical ground, rough and final inspections included)	\$275.00
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Swimming pool (trench and final inspections included)	\$200.00
Spa Only (trench and final inspections included)	\$200.00

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Electrical re-inspection fee	\$75.00
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**ELEVATOR PERMIT FEES:**

Residential wheelchair lift	No fee
Commercial:	
Passenger elevator car permit	\$75.00 each car
Freight elevator car permit	\$75.00 each car
Construction site hoist permit	\$100.00 each hoist
Dumbwaiter permit	\$50.00 each
Wheelchair lift, inclined stairway lift, chairlift, escalator	\$50.00 each

**NOTE:** All elevators and dumbwaiters to be inspected by a qualified elevator service company approved by the building official.

**FENCES:**

Residential: (inspection included)

First 100 linear feet or fraction thereof	\$75.00
For each additional 100 linear feet or fraction thereof	\$15.00

Commercial: (inspection Included)

First 50 feet or fraction thereof	\$75.00
For each additional 50 feet or fraction thereof	\$30.00

Dumpster or Trash Enclosure: (inspection included)

If there is a valid building permit	No Charge
Without a building permit	\$115.00

**Mechanical (HVAC) PERMITS:**

**NOTE:**

Due to the different characteristics of each job, additional inspection fees may be required if additional inspection are needed that were not originally charged when the permit was issued. All fees must be received by the city before a certificate of compliance or a certificate of occupancy will be issued.

Base fee plus required inspections. For projects requiring inspections in multiple stages, the fee noted will be charged for each trip to the project.

Permit Fee	\$50.00
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Residential and Commercial (inspections included)

Heating and cooling (air conditioning central unit)	\$75.00
Replace duct work or replace equipment	\$75.00
Complete change out or new system	\$150.00
Mechanical Systems (rough, duct seal, insulation, vent, etc.)	\$75.00 each

Miscellaneous HVAC Permits (inspections included)

Commercial and industrial refrigeration: Per cooler or each single system	\$100.00 each
Boiler – per installation – new	\$100.00 each
Repair or replacement	\$100.00 each
Annual renewal fee	\$50.00

**NOTE:** Inspections to be performed by a qualified boiler service company approved by the building official.

Commercial kitchen hoods (inspections included)	\$75.00 each
Incinerator inspections	\$75.00

**PLUMBING PERMIT FEES:**

**NOTE:**

Due to the different characteristics of each job, additional inspection fees may be required if additional inspection are needed that were not originally charged when the permit was issued. All fees must be received by the city before a certificate of compliance or a certificate of occupancy will be issued.

**Residential**

Residential: New construction, additions, remodels, and alterations.

Base fee plus required inspections. For projects requiring inspections in multiple stages, the fee noted will be charged for each trip to the project.

Base Fee		\$50.00
Inspection Fees up to 5,000 sq. ft.	Underground	\$75.00
	Top-Out	\$75.00
	Gas	\$75.00
	Final	\$75.00
Inspection fees for over 5,000 sq. ft.	Underground	\$100.00
	Top-Out	\$100.00
	Gas	\$100.00
	Final	\$100.00
Re-inspection fee		\$75.00

**Commercial**

Commercial: New construction, additions, remodels, and alterations.

Base fee plus required inspections. For projects requiring inspections in multiple stages, the fee noted will be charged for each trip to the project.

Base Fee		\$50.00
Inspection Fees up to 5,000 sq. ft.	Underground	\$75.00
	Top-Out	\$75.00
	Gas	\$75.00
	Final	\$75.00
Inspection Fees up to 10,000 sq. ft.	Underground	\$100.00
	Top-Out	\$100.00
	Gas	\$100.00
	Final	\$100.00
Inspection fees over 10,000 sq. ft.	Underground	\$150.00
	Top-Out	\$150.00
	Gas	\$150.00
	Final	\$150.00
Re-inspection fee		\$75.00

Miscellaneous Plumbing Permits: (inspections included)	
Water Heater Replacement	\$75.00
Gas test or retest and GTO	\$75.00
New construction	Included in plumbing permit
Gas yard light each	\$75.00
Generator (fuel gas ground, rough and final inspections)	\$275.00
Rehab of water or sewer lines	
Residential	\$75.00
Commercial: up to 300 feet	\$115.00
Over 300 feet	\$180.00
Replacement of gas lines	
Residential	\$75.00
Commercial: up to 300 feet	\$115.00
Over 300 feet	\$180.00
Street cut for purpose of repair to water, sewer or storm sewer, plus bond	\$75.00
Manholes, sewer or storm - each	\$75.00
Disconnect and plug sanitary sewer or storm sewer	\$75.00
Grease traps, sampling wells, interceptors and Receptors, and other type special waste devices	\$115.00
New construction	Included in plumbing permit
Backflow prevention device	\$75.00
New construction	Included in plumbing permit
Irrigation system permit fee:	
Residential	\$115.00
Commercial	\$115.00
for first 10,000 sq. ft. of coverage and \$6.00 for each 2,000 sq. ft. in excess of 10,000 sq. ft.	
Swimming pool (trench and final inspections included)	\$200.00
Spa Only (trench and final inspections included)	\$200.00

**REPLACEMENT ROOFING PERMIT FEES: (INSPECTIONS INCLUDED)**

Residential	\$100.00
Commercial	\$100.00 for first 5,000 sq. ft. +\$2.00 for each additional 100 sq. ft.

**SIDEWALK PERMIT FEES: (INSPECTIONS INCLUDED)**

Sidewalk permit fee - first 100 linear feet	\$100.00
Additional 100 linear feet or fraction thereof	\$15.00



## STANDARD PROFESSIONAL SERVICES AGREEMENT

This STANDARD PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 11 day of MARCH, 2021, by and between Bureau Veritas North America, Inc., (herein called "BVNA"), and the City of Cut and Shoot, Texas, (herein called "Client").

### RECITALS

WHEREAS, the Client desires that BVNA provide independent professional services for Client under the terms of a Standard Professional Services Agreement;

WHEREAS, BVNA represents that it is a professional independent consulting firm and is willing and able to perform such services upon terms and conditions hereinafter set forth;

WHEREAS, all services will be conducted in accordance with these terms and conditions and the agreed upon Scope of Services and Fee Schedule the forms of which are attached as Attachments "A" and "B" respectively.

NOW, THEREFORE, in consideration of the foregoing and of the benefits to each of the parties accruing, the parties hereto do mutually agree as follows:

### AGREEMENT

1. **Scope of Services.** During the term of this Agreement, Client may call upon BVNA to perform specific work from the scope to be defined per project in accordance with the agreed upon fees. Individual projects may be delineated via a specific proposal in accordance with the terms and conditions set forth in this Agreement. BVNA agrees to furnish services in conformity with the terms hereof and the following documents which are incorporated by reference and made a part hereof. No subsequent amendment to this Agreement shall be binding on either BVNA or Client unless reduced to writing and signed by an authorized Representative of BVNA and Client. Any pre-printed forms including, but not limited to: purchase orders, shipping instructions, or sales acknowledgment forms of either party containing terms or conditions at variance with or in addition to those set forth herein shall not in any event be deemed to modify or vary the terms of this Standard Professional Services Agreement.
2. **Term.** This Agreement shall remain in effect from the effective date of the Agreement unless terminated by written notice to the other party at least thirty (30) days prior to termination. Fees may be adjusted annually.
3. **Compensation.** Client shall pay, and BVNA shall accept in full consideration for the performance of the Services, the sum of the reimbursable costs submitted per proposal in accordance with the agreed upon fee schedule per project.
4. **Terms of Payment.** BVNA shall invoice Client and Client shall pay to BVNA for its consulting services as follows:
  - (a) Fees and all other charges will be billed to Client monthly.
  - (b) If the invoice is not paid within such period, Client shall be liable to BVNA for a late charge accruing from the date of such invoice to the date of payment at the lower of eighteen (18) percent per annum or the maximum rate allowed by law.
  - (c) If Client fails to pay any invoice fully within thirty (30) days after invoice date, BVNA may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of services immediately following written notice from BVNA to Client. Notwithstanding any such termination of services, Client shall pay BVNA for all services rendered by BVNA up to the date of termination of services plus all interest, termination costs and expenses incurred by BVNA. Client shall reimburse BVNA for all costs and expenses of collection, including reasonable attorney's fees.



5. **Responsibilities of Client.** Client shall, at such times as may be reasonably required by BVNA for the successful and continuous prosecution of the services set forth in Attachment A (referred to as "Services"), do the following:

- (a) Where the performance of the Services require BVNA's presence on the Client's premises, provide adequate space on or in the immediate vicinity of where the Services are to be performed ("Site") to accommodate BVNA's needs;
- (b) Provide and maintain suitable access to the Site for BVNA's personnel, equipment and materials;
- (c) Supply permits and licenses required to be taken out in Client's name which are necessary to the completion of the Services;
- (d) Appoint an individual hereafter referred to as "Client's Project Manager" who shall be authorized to act on behalf of Client and with whom BVNA may consult at reasonable times.

6. **Ownership of Documents.** All plans, studies, documents and other writings prepared by BVNA, its officers, Employees, agents and subcontractors in the course of implementing this Agreement shall remain the property of BVNA. The Client acknowledges that all intellectual property rights related to the performance of the Agreement, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of BVNA and its affiliates, (collectively, the "Rights") are and shall remain the sole property of BVNA or its affiliates and shall not be used by the Client, except solely to the extent that the Client obtains the prior written approval of BVNA and then only in the manner prescribed by BVNA. If BVNA terminates the Agreement in accordance with the provisions of Article 19 below, any such license granted by BVNA to the Client shall automatically terminate.

7. **Use of Data or Services.** BVNA shall not be responsible for any loss, liability, damage, expense or cost arising from any use of BVNA's analyses, reports, certifications, advice or reliance upon BVNA's services, which is contrary to, or inconsistent with, or beyond the provisions and purposes set forth therein or included in these Terms and Conditions. Client understands and agrees that BVNA's analyses, reports, certifications and services shall be and remain the property of BVNA and shall be used solely by the Client, and only the Client is allowed to rely on such work product. If the Client re-uses or modifies or a third party relies on the services, analyses, reports or certifications without BVNA's written permission, then Client agrees to defend and indemnify BVNA from any claims or actions that are brought and any costs, damages, expenses or liabilities, including reasonable attorneys' fees, arising out of or related to such reliance or such re-use or modification. The Client recognizes that data, documents, or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, any electronic documents provided to the Client are for informational purposes only and are not intended as an end-product. BVNA makes no warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against BVNA and BVNA's Consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents.

8. **Relationship of Parties.** BVNA is an independent contractor, and nothing contained herein shall be construed as constituting any other relationship with Client, nor shall it be construed as creating any relationship whatsoever between Client and BVNA's employees. BVNA shall not be entitled, under this contract or otherwise, to any of the benefits under any employee benefit plan which Client or its affiliates or subsidiaries presently has in effect or may put into effect; nor will BVNA be considered an employee for purposes of any tax or contribution levied by any federal, state or local government. BVNA has sole authority and responsibility to hire, fire and otherwise control its employees, and neither BVNA nor any of its employees are employees of Client. BVNA agrees to comply with laws, rules, regulations and ordinances applicable to it as an employer.

9. **Standard of Care.** BVNA REPRESENTS THAT THE SERVICES, FINDINGS, RECOMMENDATIONS AND/OR ADVICE PROVIDED TO CLIENT WILL BE PREPARED, PERFORMED, AND RENDERED IN ACCORDANCE WITH PROCEDURES, PROTOCOLS AND PRACTICES ORDINARILY EXERCISED BY PROFESSIONALS IN BVNA'S PROFESSION FOR USE IN SIMILAR ASSIGNMENTS, AND PREPARED UNDER SIMILAR CONDITIONS AT THE SAME TIME AND LOCALITY. CLIENT ACKNOWLEDGES AND AGREES THAT BVNA HAS MADE NO OTHER IMPLIED OR EXPRESSED REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATIONS OR ADVICE TO BE PROVIDED BY BVNA PURSUANT TO THIS AGREEMENT.

10. **Indemnity.** Subject to the Limitation of Liability included in this Agreement, BVNA shall indemnify and hold harmless Client from and against losses, liabilities, and reasonable costs and expenses (for property damage and bodily

injury, including reasonable attorney's fees), to the extent directly and proximately arising from BVNA's negligent performance of services or material breach under this Agreement. BVNA shall not be obligated to defend the Client until there is an actual finding of negligence or if the parties agree otherwise. Client shall defend, indemnify and hold harmless BVNA, its employees, directors, officers, and agents, from and against claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney's fees) that are: i) related to, or caused by the negligence or willful misconduct of Client, its employees, or agents; ii) related to this Agreement or the work to be performed by BVNA for which BVNA is not expressly responsible; or iii) the expressed responsibility of the Client under this Agreement.

**11. Limitation of Liability.** To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the total aggregate liability of BVNA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "BVNA") for all claims for negligent professional acts, or errors or omissions arising out of this Agreement for services is limited to \$50,000 or, if greater, the compensation received by BVNA under this Agreement.

**12. Consequential and Punitive Damages.** Neither BVNA nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

**13. Insurance.** BVNA, at BVNA's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance Policies with insurers possessing a Best's rating of no less than A:VII:

- (a) **Workers' Compensation Coverage:** BVNA shall maintain Workers' Compensation and Employer's Liability Insurance for its employees in accordance with the laws of the state where the services are being performed. Any notice of cancellation or non-renewal of all Workers' Compensation policies will be sent to the Client in accordance with the policy provisions.
- (b) **General Liability Coverage:** BVNA shall maintain Commercial General Liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (c) **Automobile Liability Coverage:** BVNA shall maintain Automobile Liability insurance covering bodily injury and property damage for activities of BVNA employee arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- (d) **Professional Liability Coverage:** BVNA shall maintain Professional Errors and Omissions Liability for protection against claims alleging negligent acts, errors or omissions which may arise from BVNA's services under this Agreement. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis.

BVNA shall name Client as additional insured and other parties that it deems appropriate to be additionally insured under BVNA's Commercial General Liability policy and Automobile Liability policy, if requested to do so by Client. The Client, on its own behalf and on the behalf of any others that are named as additionally insured at Client's request, agrees that providing such insurance or the additional insured endorsement shall in no way be construed as an assumption by BVNA of any liability for the negligence or willful misconduct or any wrongful behavior on the part of Client or others that are named additionally insured.

**14. Cause of Action.** If Client makes a claim against BVNA, for any alleged error, omission, or other act arising out of the performance of its professional services and to the extent the Client fails to prove such claim, then the Client shall pay all costs including attorney's fees incurred by BVNA in defending the claim. Any cause of action brought against BVNA shall be brought within one (1) year of the work or services performed under this Agreement.

**15. Compliance with Laws.** BVNA shall use the standard of care in its profession to comply with all applicable Federal, State and local laws, codes, ordinance and regulations in effect as of the date services provided.

**16. Resolution of Disputes.** All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects,

breaches of contract, errors, omissions, or acts of professional negligence, except those disputes which arise out of or are related to collection matters or fees alone under this Agreement, (collectively "Disputes") shall be submitted to non-binding mediation before and as a condition precedent to the initiation of legal proceedings. In no event shall any Disputes be subject to binding arbitration. Upon written request by either party to this Agreement for mediation of any dispute, Client and BVNA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and BVNA within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

17. **Choice of Forum.** This Agreement shall be governed by and construed in accordance with the laws of the state where the BVNA office originating the work or proposal is located.

18. **Releases.** All lien releases will be limited to payment issues; no additional terms and conditions may be added to a release of lien.

19. a. **Termination for Convenience.** Either party may terminate the Services under this Agreement other than by reason of default, at any time, by sending written notice thereof thirty (30) days in advance of the termination date. Upon such termination, Client shall pay BVNA for the Services performed to and including the date of termination. In addition, Client shall pay BVNA for any materials, supplies or equipment which are in transit or under commitment; all other fees and expenses BVNA incurs because of the termination; and a termination charge which, in the absence of agreement to the contrary, shall be ten percent (10%) of the amount which would be required to compensate BVNA for completing the Services.

b. **Termination for Cause.** BVNA may suspend or terminate the Services under this Agreement for cause upon thirty (30) days written notice to Client in the event Client fails to substantially perform Client's obligations under this Agreement. Such failure by Client shall include, but is not limited to, the failure to make payments to BVNA in accordance with the requirements of this Agreement. Client may suspend or terminate the Services under this Agreement for cause upon thirty (30) days written notice to BVNA in the event BVNA fails to substantially perform BVNA's obligations under this Agreement. Such failure shall include, but is not limited to, BVNA's failure to perform the Services under this Agreement in accordance with the standard of care set forth in this Agreement. Upon receipt of written notice, the receiving party shall have thirty (30) days to cure the failure. In the event either party terminates this Agreement for cause and it is later determined or agreed that the non-terminating party had not failed to substantially perform its obligations under the Agreement, the termination shall be treated as a termination for convenience.

c. **Termination by Client.** If the Client terminates this agreement without cause, the Client shall have two options concerning work and assignments that are in-progress. The Client shall select from: (1) Allowing BVNA the opportunity to complete all work and assignments in-progress that may be completed by another provider after the effective date of BVNA's termination; or (2) Providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements regarding all work and assignments that remain in-progress upon BVNA's termination effective date. In the event that Client is silent on termination or does not make an affirmative selection, option (2) providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements will be the default and active selection.

d. **Termination by BVNA.** If BVNA terminates without cause, BVNA will provide client with a thirty (30) day transition period from the notice of termination to allow Client sufficient time to secure a new Service Provider. During this transition period, BVNA and Client's responsibilities under this agreement will remain in full force and effect. At the end of the thirty (30) day transition period BVNA will cease all activities. In the event Client shall request BVNA to continue to provide any Services beyond the expiration of the transition period, including any extensions, then BVNA and Client may negotiate in good faith terms of any such extension, including the pricing of Services.

20. **Force Majeure.** A delay in, or failure of, performance of either party hereto shall not constitute a default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by (an) occurrence(s) beyond the reasonable control of the party affected, including, but not limited to, act(s) of God, or the public enemy, expropriation or confiscation of facilities or compliance with any order or request of governmental authority or person(s) purporting to act therefore affecting to a degree not presently existing the supply, availability, or use of

engineering personnel or equipment, act(s) of war, public disorder(s), insurrection(s), rebellion(s), or sabotage, flood(s), riot(s), strike(s), or any cause(s), whether or not of the class or kind of those specifically named above, not within the reasonable control of the party affected, and which, by the exercise of reasonable diligence, said party is unable to prevent. A party who is prevented from performing for any reason shall immediately notify the other party in writing of the cause of such non-performance and the anticipated extent of the delay.

21. **Audit.** Client shall have the right during the course of the Work and until one (1) year after acceptance of the Services to audit BVNA's books and records relating to the costs to be reimbursed pursuant to Article 3. BVNA shall, during the progress of the Services, provide Client with evidence of payment for and records of receipt of materials, supplies and equipment as they become available and are presented for payment, together with such other data as Client may reasonably request.

22. **Remedies.** The obligations and remedies provided herein are exclusive and in lieu of any other rights or remedies available at law or in equity.

23. **Waiver.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

24. **Written Notification.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

*If to Client*

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

*If to BVNA:*

Bureau Veritas North America, Inc.  
Attn: Contract Processing  
1000 Jupiter Road, Suite 900  
Plano, TX 75074

*With cc to:*

Bureau Veritas North America, Inc.  
Attention: Legal Department  
1601 Sawgrass Corporate Parkway, Suite 400  
Fort Lauderdale, FL 33323

25. **Confidential Information.** Neither party shall disclose information identified as confidential to anyone except those individuals who need such information to perform the Services; nor should either party use such confidential information, except in connection with the Work, the performance of the Services or as authorized by the other party in writing. Regardless of the term of this Agreement, each party shall be bound by this obligation until such time as the confidential information shall become part of the public domain. Confidential information shall not include information which is either: (i) known to the public; (ii) was known to the receiving party prior to its disclosure; or (iii) received in good faith from a third party. If either party is required to produce information by valid subpoena or Court order, parties agree to first provide prompt notice to other party in order to allow the party to seek a protective order or other appropriate remedy. This shall not prevent either party from disclosing information to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. Client agrees that BVNA shall be permitted to use Client's name and logos in BVNA's marketing materials unless advised or prohibited against it by the Client in writing. The technical and pricing information contained in any proposal or other documents submitted to Client by BVNA is to be considered confidential and proprietary and shall not be released or disclosed to a third party without BVNA's written consent.

26. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties and shall supersede other

agreements and representations made prior to the date hereof. No amendments to this contract or changes in the scope of the Services shall be valid unless made in writing and signed by the parties. Pre-printed terms and conditions (including, but not limited to, waivers of rights and remedies, and variations from any of the warranty, guarantee, standard of care, indemnity, and liability provisions) contained in purchase orders, work orders, invoices or other documents issued by Client with respect to any Services shall have no force or effect and shall be superseded by the terms and conditions herein. The captions in this Agreement are for purposes of convenience only and form no part of this Agreement. In no event shall they be deemed to limit or modify the text of this Agreement. The invalidity or unenforceability of any portion(s) or provision(s) of this Agreement shall in no way affect the validity or enforceability of any other portion(s) or provision(s) hereof. Any invalid or unenforceable provision(s) shall be severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain a particular portion(s) or provision(s) held to be invalid or unenforceable. In the event the terms and conditions of this Standard Professional Services Agreement conflict with the terms and conditions of any other agreement, this Agreement shall govern and control over any such conflicts.

**27. Non-Solicitation / Hiring of Employees.**

- (a) The loss of any such employee would involve considerable financial loss of an amount that could not be readily established by BVNA. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to BVNA, the Client shall pay to BVNA a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.
- (b) BVNA's employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay BVNA's legal expenses, administrative costs and fees pursuant to BVNA's then current fee schedule for BVNA to respond to any subpoena.

**28. Prevailing Wage.** This Agreement and any proposals hereunder specifically exclude compliance with any project labor agreement or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of the proposal, this Agreement and any proposals hereunder specifically exclude compliance with any State or Federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services, BVNA is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to BVNA, and that all wages and cost estimates contained herein are based solely upon standard, no-prevailing wage rates. Should it later be determined by the Client or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed documents between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless BVNA from any liability resulting from a subsequent determination that prevailing wage regulations cover the Projects, including all costs, fines and reasonable attorney's fees.

**29. Interpretation of Agreement.** This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

**30. Waiver of Jury Trial.** Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

**31. Third Party Beneficiary.** It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and BVNA. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and BVNA that any such person or entity, other than Client or BVNA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

**32. Assignment.** Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by BVNA or an assignment to an Affiliate of BVNA if such successor or Affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.

CLIENT

By: Nyla Akin Dalhaus  
Print Name: Nyla Akin Dalhaus  
Title: Mayor  
Date: 3-11-21

BVNA

By: [Signature]  
Print Name: DAVID STEPHENS  
Title: DIRECTOR  
Date: 3-29-2021  
DTQRR: David Stephens  
Date: 3/29/2021

Attachments:  
Scope of Services  
Fee Schedule

**ATTACHMENT A  
SCOPE OF SERVICES**

**CONSTRUCTION CODE SERVICES**

BVNA and the representatives of BVNA are charged with the enforcement of the provisions of the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, acting in good faith and without malice in the discharge of the duties required by these codes or other pertinent law or ordinance shall not thereby be rendered personally liable for damages that may accrue to persons or property as a result of an act or by reason of an act or omission in the discharge of such duties.

**Plan Review**

Non-Structural Plan Review services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, and other provided code related documents, as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction.

**Inspections**

Inspection services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code. Special inspections as specified in chapter 17 and non-prescriptive structural inspections of the adopted International Building Code are not included and may be required as specified in the International Building Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority and the Certificate of Occupancy will be issued at the discretion of the Jurisdiction.

**FIRE SERVICES**

**Fire Services Plan Review**

Commercial and Single Family Fire Sprinkler System Plan Review, Commercial Fire Alarm Plan Review, Commercial Underground Fire Sprinkler System Plan Review, Commercial Alternative Fire Extinguishing Systems (includes Kitchen Fire Suppression System, Clean Agent Systems, and CO2 Systems) Plan Review and Commercial Above and Below Ground Fuel Storage Tank Plan Review shall be conducted as required by the Jurisdiction's Fire Code, and other provided code related documents, as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction. (The State of Texas requires the design and installation of Underground Fire Sprinkler Supply Line plans to be performed by a Licensed Underground Fire Sprinkler Contractor.)

**Fire Services Inspections**

Commercial and Single Family Fire Sprinkler System Inspection, Commercial Fire Alarm Inspection, Commercial Underground Fire Sprinkler System Inspection, Commercial Alternative Fire Extinguishing Systems (includes Kitchen Fire Suppression System, Clean Agent Systems, and CO2 Systems) Inspection, Commercial Above and Below Ground Fuel Storage Tank Inspection and Commercial Fire Certificate of Occupancy Inspection services shall be conducted as required by the Jurisdiction's Fire Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority. (The State of Texas requires the design and installation of Underground Fire Sprinkler Supply Line plans to be performed by a Licensed Underground Fire Sprinkler Contractor.)

### **Annual Fire Safety Inspections**

Annual Fire Safety Inspections will be conducted in accordance with the Jurisdiction's Fire Code for commercial establishments and public buildings subject to an annual operation permit.

### **Fire Code Plan Review Services and Inspection Services**

Site and building Plan Review and Inspection services shall be conducted as required by the Jurisdiction's Fire Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority.

### **HEALTH SERVICES**

BVNA will have an exclusive agreement with Client to ensure compliance with the provisions of the Jurisdiction's Adopted Food Establishment Ordinance. In absence of said ordinance, the provisions of Title 25 Texas Administrative Code Chapter 228, regarding the regulation of food establishments, known as the Texas Food Establishment Rules (TFER), will be enforced. The Texas Administrative Code (TAC), Standards for Public Pools and Spas, Section 265.181 - 265.200 will be enforced for public swimming pools and spas.

BVNA services include the following per permitted installation:

- Review plans for compliance with the applicable laws and rules required.
- Perform inspections to determine compliance with the applicable laws and rules required.
- Inspections will be performed by a Texas Registered Sanitarian
- Update or create the required Health forms.
- Web-based project tracking of Health permits.
- Provide written report of any deficiencies.
- Investigation of complaints on permitted facilities.

The Client will have final interpretive authority over all plans, specifications and inspections and is charged with the issuance of all permits and certificates of occupancy.

### **PLANNING AND MAPPING SERVICES**

**Comprehensive Planning and Mapping services shall be provided as outlined below.**

#### **Base Mapping**

- BV shall prepare a corporate area base map, which shall show at least the features (a) through (k) below:
  - a) Highway and street rights-of-way;
  - b) Highway designations and street names;
  - c) All major drainage ways;
  - d) Major bodies of water;
  - e) Block and lot lines for all platted subdivisions as available;
  - f) Property lines within unplatted subdivisions as available;
  - g) The width of all major utility easements;
  - h) Railroad rights-of-way;
  - i) All subdivisions and their names;
  - j) Corporate limits;
  - k) Other major facilities or features to include but not necessarily limited to:
    1. Major park and recreation areas and facilities;
    2. Water Treatment plants;
    3. Sewage Treatment plants;
    4. Extraterritorial jurisdiction line, as appropriate; and
    5. Other significant features.

#### **Housing Inventory, Analysis and Plan**

- BV shall prepare a housing conditions inventory, analysis and plan.



- BV shall develop criteria to be used in the classification of building conditions and formulate definitions for each classification. As a minimum, the four following classifications shall be utilized within the study:
  - a) Standard,
  - b) Minor Deteriorating,
  - c) Major Deteriorating, and
  - d) Dilapidated.
- BV shall perform an assessment of the exterior of all residential buildings within the city to determine the physical condition of each building or structure. BV will record vacant and abandoned residential units as the assessment is being made.
- BV shall use the base map to create a Housing Conditions Map depicting all housing conditions as inventoried and showing all housing and its classification as defined by the developed criteria.
- BV shall conduct an analysis of housing data to determine problems and housing needs of the current and prospective population.
- BV shall prepare a goal(s) statement and annual housing related objectives. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement.
- BV shall identify future implementation actions and probable costs, both public and private, to be taken annually over the next three to five years. These activities shall result in the preparation of an overall program design for housing related activities.

#### **Population**

- BV shall compare census data of the locality from 1960 to present. BV will provide number of persons in each of the sex, race and Hispanic origin categories.
- BV shall determine existing population estimates of the locality by occupied dwelling units. A realistic assessment of the locality's existing population shall be made by reliable methods.
- BV shall estimate the locality's future population by five-year increments for the next fifteen to twenty years based on existing trends.
- BV will use the base map for illustrative purposes a Population Distribution Map showing the existing and projected population distribution for the planning period.

#### **Land Use Inventory, Analysis and Plan**

- BV shall assess and inspect each plot, tract and parcel of land within the project area to determine its use. The project area should include the city's extraterritorial jurisdiction (E.TJ).
- BV shall use categories in classifying land uses shall include, as a minimum, the following:
  - a) Vacant (vacant developed or vacant undeveloped);
  - b) Agriculture (cultivated and range land - five or more acres);
  - c) Residential (single family, two family, multi-family, manufactured and mobile homes);
  - d) Commercial, (retail and services);
  - e) Industrial, (light and heavy);
  - f) Public and Semi-Public (schools, parks and public buildings); and
  - g) Other such additional or subcategories as may be deemed necessary to accurately reflect the existing pattern of land areas.
- BV shall prepare a color-coded Existing Land Use Map of the corporate and ETJ area using the base map. Colors should conform to standard code.
- BV shall make a tabulation of the existing land uses to show:
  - a) Total acreage by use;
  - b) Percentage of acreage in each land use;
  - c) Acres per 100 persons, or other standard for comparison purposes; and
  - d) Developed and undeveloped land as a percent of the total land.
- BV will make an analysis of the community regarding past and potential developments and will report on factors affecting the development of land, such as those below:
  - a) Occupied dwelling units;
  - b) Existing land use;
  - c) Thoroughfares;
  - d) Existing and anticipated population;
  - e) Soil characteristics as related to developments;
  - f) Adequacy of public utilities;
  - g) Adequacy of public facilities;
  - h) Storm drainage problem areas;

- i) Natural and man-made constraints.
- BV shall prepare a goal(s) statement and annual land use related objectives and, using the base map at, BV shall prepare a color-coded Future Land Use Map to illustrate the future physical development of the locality during the planning period.

## **B. Economic Development**

### **1. Historic Development And General Characteristics**

- Studies and plans being prepared under this contract should be coordinated with previously developed studies and plans, including any available with the appropriate state office, the regional planning council, etc.
- BV shall make a review and analysis of the factors which have contributed to the present development of the planning area to include the following:
  - Development of the economy;
  - Physical growth of the community;
  - The relationship of the community to the region.

### **2. Economic Base, "Barrier Analysis"**

- BV will prepare an inventory of the social, economic, governmental, and industrial elements of the area's development and potential. The inventory shall, to the extent possible, examine the number of people employed in the retail trade, manufacturing, construction and government, the dollar volume of various local employers, and employee income levels. The inventory shall, as a minimum, include, but need not be limited to, the following, as available and appropriate:
  - a) Retail facilities;
  - b) Wholesale facilities;
  - c) Service facilities;
  - d) Financial facilities;
  - e) Manufacturing facilities;
  - f) The physical facilities and rates for the following utilities and communication services:
    - 1. Electric;
    - 2. Water;
    - 3. Natural gas;
    - 4. Sewage and garbage disposal;
  - g) Transportation;
  - h) Quantity, quality and availability of raw materials;
  - i) Labor supply by sex, industry, and skills;
  - j) Available industrial sites and buildings to include:
    - 1. Location;
    - 2. Utility connections;
    - 3. Transportation;
    - 4. Availability
- BV will determine to the extent possible the relationship of the elements inventoried to economic development potential.
- A "barrier analysis" shall be prepared which rates the following cost factors and operating condition factors, as appropriate. The ratings shall be assigned based on a comparison with regional, state, and/or national standards.
  - a) Cost Factors:
    - 1. Wage levels (g) Land/site costs
    - 2. Electricity costs (h) Local property taxes
    - 3. Fuel costs (i) Financing costs
    - 4. Water costs (j) State costs
    - 5. Sewer costs (k) Other(s), as appropriate
    - 6. Building costs
  - b) Operating Condition Factors:
    - 1. Unskilled labor supply (k) Availability of air service
    - 2. Skilled labor (l) Vocational education facilities
    - 3. Productivity (m) Site availability
    - 4. Unionization (n) School facilities
    - 5. Labor-management relations (o) Medical services
    - 6. Electric power availability (p) Natural features, resources, geography, etc.

7. Water and sewer availability (q) Others, such as, telecommunications.
  8. Gas availability aesthetics, community receptivity, laws.
  9. Common motor carrier service community organizations, debt, etc.
  10. Rail freight service
- c) BV shall determine whether the city should use other standards and analysis tools in addition to those above to derive an alternative comparison.
  - d) BV shall coordinate with community leaders and draw some conclusions as a result of the inventory and analysis required above, and,
    - e) Determine whether the pattern of economic growth should be altered.
    - f) BV shall suggest what type of policies and/or codes should be implemented to improve conditions for the encouragement of economic opportunities and local business expansion and attraction.

### 3. PLAN

- BV shall develop an economic development plan with goals and objectives. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement.
- The implementation strategy should focus on private and public investment and resources.
- The plan shall include graphics, if appropriate, and shall suggest a response to the inventory and analysis above and provide appropriate or possible:
  - a) Public/private sector projects and their costs.
  - b) Financing sources and incentives; and
  - c) Changes to policies, codes and ordinances that could improve the economic climate.

### C. Central Business District

#### 1. Commercial Area Inventory

- BV shall make an assessment of the Central Business District (CBD) that should include its area of immediately adjacent influence to include but not necessarily limited to the following:
  - a) The existing land use of the Central Business District;
  - b) Street rights-of-way and pavement widths, where applicable;
  - c) Locations and condition of sidewalks, curbs and gutters;
  - d) On and off-street parking;
  - e) Condition of buildings;
  - f) Location of traffic controls by types; and
  - g) Traffic volumes and turning movements for major streets, where available;
  - h) Physical geographic features of the community that could have a positive or negative effect on the integrity of the CBD.
- BV shall show the above inventory on a symbol-coded map.
- BV shall prepare a drawing to show the relationship of the CBD to other supportive and competitive development within the community.

#### 2. Analysis

- BV shall analyze the findings above and should determine:
  - a) The Central Business District and its relationship to community development to determine if improvements or rearrangement of commercial facilities are needed;
  - b) A ratio of existing and projected commercial acreage;
  - c) A ratio of used and vacant commercial floor area in the central business district, and
  - d) Other significant details and their impact on the vitality of the central business district as they become evident during the course of the study.

#### 3. Central Business District Plan

- BV shall prepare a goal(s) statement and annual Central Business District related objectives.
- To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement.
- In relation to recognized problems, goals and objectives, BV shall prepare recommendations that could improve the aesthetic values and physical integrity of the Central Business District considering possible:
  - a) Improvement to facades and alleyways;
  - b) Pedestrian walkways;
  - c) Landscape treatment of street medians, pedestrian ways and rest areas; and/or
  - d) Removal of obsolete buildings and overhead utility lines.
- BV shall prepare a Central Business District Plan to graphically illustrate the redevelopment of the area in relation to the formulated goals and objectives. The Central Business District

- Plan map(s) shall, as a minimum include but not necessarily be limited to:
  - a) Any necessary rearrangement of land uses to improve compatibility;
  - b) Any necessary building relocation or reorientation in order to improve their usefulness; and
  - c) On and off-street parking areas.
- HV shall present phased improvements, estimated costs and sources of funding.

#### **D. Street System**

##### **1. Street Study**

- BV shall make an inventory of the physical characteristics of the street system to record, but not necessarily be limited to the following:
  - a) Rights-of-way widths, as available;
  - b) Paving widths, types and condition of pavement;
  - c) Curb and gutter and/or borrow (roadside) ditches;
  - d) Other information concerning configuration, traffic flow, and street conditions, including possible impediments to traffic flow, particularly in an emergency situation, as appropriate and or available.
- Data and information from the Texas Department of Transportation shall be used to the maximum extent feasible.
- Using the base map for illustrative purposes, BV shall prepare a Street Conditions Map showing the existing street system inventory.

##### **2. Street System Analysis**

- BV shall make an analysis of the street system and list and rank problems and should present possible alternative actions and costs in providing solutions.
- BV shall determine the adequacy of the system to meet existing and forecasted needs, including during emergency situations, and make recommendations for any needed improvements concerning configuration, traffic flow, and street conditions. Recommendation should prepare for contingencies, including planning evacuation routes.

##### **3. Street Plan**

- BV shall prepare a goal(s) statement and street-related objectives for the planning period and should include construction-related and policy-related recommendations regarding streets' improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
  - a) Priorities;
  - b) Estimated costs; and
  - c) Sources of possible funding.
- Using the base map BV shall prepare a Future Street Conditions Map.
- The plan shall provide for the elimination of deficiencies and recommended improvements to meet forecasted needs. Improvements shall be in accordance with accepted municipal standards and shall be shown by phases.

#### **E. Thoroughfare System**

##### **1. Inventory Of Major And Collector Streets**

- BV shall prepare standards or criteria to determine the definition for major and collector streets and shall include the information in the narrative section of the study.
- BV shall conduct a study of major and collector streets to determine the present condition of these streets within the planning area. The study should include but not necessarily be limited to:
  - a) Peak hour and average daily traffic counts, where available;
  - b) Right-of-way widths;
  - c) Paving widths, types and condition of pavement;
  - d) Traffic control data;
  - e) Parking restrictions;
  - f) Curb and gutter;
  - g) Origin and destination information, where available;
  - h) Land use and traffic generator information;
  - i) Truck routes; and,
  - j) Emergency routes.
- c. Information from prior studies, the county, Texas Department of Transportation and other available sources shall be used to the maximum extent feasible.

- Using the base map for illustrative purposes, BV shall prepare a Thoroughfare Conditions Map to show b. (1) through (9), above, as applicable.

### **1. Thoroughfare Analysis**

- BV shall list and rank problems related to the thoroughfares system.
- To determine the size and quality of streets needed in the project area, an analysis shall be made for all major and collector streets, their locations, adequacy or inadequacy for existing and forecasted population, land uses, etc. As a minimum, the following should be considered, where appropriate:
  - a) Texas Department of Transportation traffic counts, local traffic habits, and other factors;
  - b) Circulation studies prepared previously; and
  - c) Street standards approved by the locality and State

### **3. Thoroughfare Plan**

- BV shall prepare a goal(s) statement and thoroughfare system-related objectives for the planning period and should include construction-related and policy-related recommendations regarding thoroughfare system improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
  - a) Priorities;
  - b) Estimated costs; and
  - c) Sources of possible funding
- In relation to the analysis of existing and anticipated land use, school and park locations, travel habits, employment centers, traffic generators, traffic volumes, and in coordination with plans of the Texas Department of Transportation, and other available studies, BV shall prepare a plan for a system of thoroughfares, major and collector streets to meet the future circulation needs of the planning area.
- Using the base map at its contracted scale for illustrative purposes, BV shall show phased improvements on a Future Thoroughfares Map.
- BV will prepare sketch plans for improved channeling of traffic at intersections where problems exist or are anticipated during if needed.

## **F. Water System**

### **1. Water System Inventory**

- BV shall make a review of all prior studies and other available data on the existing water system.
- BV shall make an inventory of the physical characteristics of the system to include, but not necessarily be limited to the following:
  - a) Location of lines, valves, fire hydrants, and line sizes;
  - b) Location and capacity of ground and elevated storage facilities;
  - c) Location and capacity of wells and pumps;
  - d) Location and capacity of water treatment facilities, as appropriate;
  - e) Location and capacity of generators;
  - f) Condition of system elements and other system data, as available.
- Using the base map for illustrative purposes, BV shall prepare a Water System Map showing existing facilities as specified in the inventory required above. Mapping shall show all facilities and illustrate the entire area that the facilities serve.
- BV shall report appropriate standards and criteria used to determine the water system needs and include them in the narrative section of the report, including the name of publications where standards can be found. Reference shall be made to the existing and required Drought Contingency and Water Conservation Plan.

### **2. Water System Analysis**

- BV shall make an analysis of the water system and list and rank problems and should present possible alternative actions and costs in providing solutions, while particularly considering the water system's ability to provide reliable service, including fire protection within state standards during drought conditions. As a minimum, the following should be considered in determining problems connected with the water system:
  - a) Water quality;
  - b) Storage facilities;
  - c) Availability of water; future needs;
  - d) Water pressure;
  - e) Water costs to city;
  - f) Water cost to customers and review of current and
  - g) Operation procedures.

- Distribution lines;
- Ability to function under disaster situations, such as, flood, fire, tornado, power outages, etc.
- BV shall determine the adequacy of the system to meet existing and forecasted needs.
- BV shall evaluate the local system's capability to provide water under drought and other disaster-related conditions and in regard to its drought contingency and water conservation plan and accepted conservation practices.
- BV shall evaluate the local system's capability to provide water, including during drought and other disaster-related conditions, and coordinate with the Regional Water Plan and the State Water Plan, where applicable.

### **J. Water System Plan**

- BV shall prepare a goal(s) statement and water system-related objectives for the planning period and should include construction-related and policy-related recommendations regarding water system improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
  - a) Priorities;
  - b) Estimated costs; and
  - c) Sources of possible funding.
- The studies and plans developed shall be in strict accord with criteria established by the Texas Commission on Environmental Quality (TCEQ), Texas Water Development Board (TWDB), and the Texas Department of Insurance.
- As much as is applicable, appropriate and possible during the contract period and in coordination with TCEQ, which requires drought management plans, BV shall include drought and conservation plans in its overall water system plan. The plans should also include consideration of water provision during other disaster situations, such as flood, fire, tornado, power outages, etc.
- Using the base map for illustrative purposes, BV shall illustrate the existing and proposed water system and findings on a Future Water System Map. Recommended improvements shall be shown by phases.

## **G. Wastewater System**

### **1. Wastewater System Inventory**

- BV shall make a review of all information regarding the existing wastewater system.
- BV shall make an inventory of the physical characteristics of the system to include, but not necessarily limited to the following:
  - a) Location, condition, and size of lines as available;
  - b) Location of manholes and cleanouts;
  - c) Location and capacities of lift stations;
  - d) Location and capacity of generators;
  - e) Treatment facility and operation arrangement.
- Using the base map for illustrative purposes, BV shall prepare a Wastewater System Map showing the existing facilities in relation to topographic features.
- BV shall report standards or criteria used to determine wastewater system needs and include the criteria in the narrative section of the report with the name of the publication(s) where standards can be found.

### **2. Wastewater System Analysis**

- BV shall list and rank problems related to the wastewater system and should present possible alternative actions and costs in providing solutions. As a minimum, the following should be considered in determining problems of the wastewater system:
  - a) Infiltration;
  - b) Industrial waste and special treatment facilities;
  - c) Operational procedures;
  - d) Unserved areas;
  - e) Characteristics of the soil and terrain affecting collection treatment;
  - f) Ability to function under disaster situations, (flood, fire, tornado, power outages, etc.).

### **3. Wastewater System Plan**

- BV shall prepare a goal(s) statement and wastewater system-related objectives for the planning period and should include construction-related and policy-related recommendations regarding wastewater system improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:

- a) Priorities;
  - b) Estimated costs; and
  - c) Sources of possible funding.
- Using the base map for illustrative purposes, BV shall prepare a Future Wastewater System Map illustrating phased improvements to the wastewater system in relation to the existing system and topographic features.
  - Such prepared plan shall be done in accordance with criteria and standards established by the Texas Commission on Environmental Quality (TCEQ).

## **H. Storm Drainage System**

### **1. Storm Drainage Inventory**

- BV shall conduct an assessment of the project area for any existing storm drainage facilities and all natural drainage courses to include as a minimum:
  - a) Location and condition of drainage ways;
  - b) Location and condition of curb and gutter, borrow (roadside) ditches, culverts, and storm sewers;
  - c) Location of 100 years flood hazard areas; and
  - d) Identification of areas within the community where local flooding has occurred.
- Using the base map for illustrative purposes, BV shall prepare a Storm Drainage Map showing the existing facilities in relation to topographic features.

### **2. Storm Drainage Analysis**

- BV shall list and rank problems related to storm drainage and should present possible alternative actions and costs in providing solutions.
- BV shall prepare an analysis of the existing drainage system for both natural and man-made facilities. Major and minor drainage areas and areas that have experienced flooding shall be delineated.
- Drainage characteristics of the areas shall be briefly described and analysis shall be made to determine methods of eliminating local flooding and eroding of local streets. Data, as available through the National Flood Insurance Program of the Federal Emergency Management Agency, shall be utilized to the fullest extent possible.

### **3. Storm Drainage Plan**

- BV shall prepare a goal(s) statement and storm drainage-related objectives for the planning period and should include construction-related and policy-related recommendations regarding storm drainage improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
  - a) Priorities;
  - b) Estimated costs; and
  - c) Sources of possible funding.
- Using the base map for illustrative purposes, BV shall prepare a Future Storm Drainage Map illustrating phased improvements related to storm drainage in relation to the existing conditions and topographic features.

## **I. Recreation And Open Space**

### **1. Recreation And Open Space Inventory**

- BV shall take an inventory of the community's existing parks, recreation facilities and open spaces to include but not necessarily be limited to the following:
  - a) Location, type and use of public parks;
  - b) Location and type of public recreation facilities, including public school facilities;
  - c) Open spaces of all types including boulevards, parkways, floodplains, conservation areas, etc.
- BV shall identify the service area of the parks and recreational opportunities it provides.
- Review and report on recreational facilities and open spaces serving the community's population, but outside the municipality's jurisdiction.
- Review and report on major recreational facilities serving the community's population that are privately or semi-publicly owned and operated.

### **2. Recreation And Open Space Analysis**

- In coordination with city officials, BV shall establish level of service standards and criteria for determining adequacy of existing parks, recreational facilities and open space and future requirements.
- BV shall utilize workshops, hearings and/or canvasses to maximize opportunities to solicit public input on needs and document the dates of the methods used.

- BV shall describe the legitimate method for assessing needs. Explain how public input was used to assess needs.
- In consonance with the recommended standards, BV shall make a study and analysis to determine the adequacy of the existing parks and recreational facilities to meet the needs of the present and forecasted population, considering population growth, and change in composition.
- BV shall prepare a listing and priority ranking of problems relating to recreation facilities and open spaces. Explain how priorities were determined.

### **3. Recreation Facilities And Open Space Plan**

- In cooperation with municipal agencies, BV shall determine specific goals relating to recreation and open space requirements and prepare short and long-range (five and ten years') objectives to accomplish the stated goals.
- In relation of existing facilities, recognized problems, and in consonance with goals and objectives, BV shall prepare a parks and open space plan. The plan shall contain appropriate text and mapping and shall, as a minimum, include:
  - a) Recommendations for improvements and expansion to existing facilities;
  - b) Recommendations for the general location of new facilities;
  - c) Recommendations for the development and protection of open space areas to include conservation areas and other areas endorsed with natural beauty; and
  - d) Recommendations toward coordinating municipal programs and facilities with other overlapping services within the community, such as school facilities, etc.
  - e) Population projections for the period of the plan and demographics on ethnicity, age and income.
  - f) The existing and proposed parks (and facilities, as appropriate), greenbelts and open spaces illustrated on the base map at its contracted scale.
- Recommended community improvements for the first five years shall be programmed and shall, as a minimum, include the following:
  - a) Phasing of clear and measurable priorities;
  - b) Timeline for completion;
  - c) Estimated cost by project; and
  - d) Possible sources of funding.

## **J. Capital Improvements Program**

### **1. Financial Analysis**

- BV shall make a financial analysis of the municipality to the extent possible to determine the municipality's approximate ability to finance present and future capital improvements. The study should include, but not be limited to the following:
  - a) Past, present, and anticipated sources and amounts of income;
  - b) Annual budgets;
  - c) Operating costs;
  - d) Direct and overlapping public debt;
  - e) Outstanding municipal bonds and their schedule of retirement;
  - f) Public improvements financing practices; and
  - g) Recommended standards concerning debt limitations.

### **2. Capital Needs List**

- Based on the previous studies, and all capital needs, BV shall prepare a capital needs list of projects by category with general priorities for improvements to be accomplished during the planning period through workshop meetings with local officials. BV shall classify the type of capital improvements according to guidelines, such as:
  - a) Mandatory: Those which protect life or health.
  - b) Necessary: Those which are important public services.
  - c) Desirable: Those which replace obsolete facilities.
  - d) Acceptable: Those which reduce operating costs.

### **3. Capital Improvements Program**

- In consonance with the capital needs list and in coordination with the city's budget, BV shall prepare a schedule of projects recommended for the municipality for the first five (5) to six (6) years of the planning period. The schedule shall list projects by category together with estimated cost, sources of funds and year of construction.
- A map shall be prepared to show the projects by type and year of construction.

## **K. Subdivision Ordinance**



### 1. Ordinance Development

- BV shall prepare technical material necessary for the drafting and/or updating of a subdivision ordinance that will best be adapted to direct the platting of land consistent with proposals of the previously prepared Land Use Plan.
- The technical material prepared shall be based on sound platting and planning principles and not be inconsistent with all applicable laws.

### 2. Ordinance Review

- Following development of the technical material and prior to adoption, BV shall seek counsel and advice from the city's attorney regarding the legal aspects and implications of subdivision controls.
- BV shall prepare the technical material for the subdivision ordinance in a form suitable for its adoption and submit it in report form to the Department as provided herein.

## L. Zoning Ordinance

### 1. Ordinance Development

- BV shall prepare technical material necessary for the drafting of zoning ordinance that will best be adapted to direct the use of land consistent with proposals of the city's previously prepared Land Use Plan.
- Technical material on zoning shall be based on sound zoning principles and not be inconsistent with all applicable laws.
- Based on the Land Use Plan and other plans related to physical development of the municipality, BV shall have prepared a Zoning District Map using the base map.

### 2. Ordinance Review

- Following development of the technical material and prior to adoption, BV shall seek counsel and advice from the city's attorney regarding the legal aspects and implications of zoning.
- The technical material on zoning and the recommended zoning district map shall be prepared in report form suitable for adoption.

## Current Planning Activities

### Zoning Application and request reviews and analysis

- Property owner information within 200 feet of site application can be mapped and mailing labels provided.
- Public notice can be submitted to the newspaper of record for publication and necessary documentation for agenda item posting can be provided.
- Letters of notification with map can be mailed and site signage (By City) can be placed on the property 15 days prior to the Commission meeting date.
- Zoning Ordinance based upon owner request will be prepared. (Recommended ordinance wording can be provided).
- An analysis/staff report can be prepared for city from a planning perspective.
- Presentations for the Planning and Zoning Commission can be prepared and presented.
- Presentations for the City Council can be prepared and presented.
- Adjustments to the Comprehensive Plan and zoning map can be made if approved.

### Site Plan Applications and request reviews and analysis\*

- Review of application for general completeness for accepting site plan for review.\*
- Review for compliance with appropriate general zoning district or planned development. A copy of the document to be reviewed will be red lined and a written report provided itemizing each deficiency noted and returned to city. If the city desires a direct line of communication with applicant can be facilitated.
- Review for compliance with landscape requirements.
- Review of circulation fire lanes.
- An analysis/staff report can be prepared for city from a planning design perspective.
- Presentations for the Planning and Zoning Commission can be prepared and presented.
- Presentations for the City Council can be prepared and presented.

### Preliminary Plat Applications and reviews

- Review of application for general completeness for accepting for review. \*\* Rejection letter if necessary to stop 30-day clock for automatic approval.
- Review for compliance with appropriate general zoning district or planned development guidelines. A copy of the document to be reviewed will be red lined and a written report

provided itemizing each deficiency noted and returned to city. If the city desires a direct line of communication with applicant can be facilitated.

- An analysis/staff report can be prepared for city approval/denial recommendation.
- Presentations for the Planning and Zoning Commission can be prepared and presented.
- Presentations for the City Council can be prepared and presented.

#### **Final Plat Applications and reviews**

- Review of application for general completeness for accepting for review. \*\* Rejection letter if necessary to stop 30-day clock for automatic approval.
- Review of conformance to preliminary plat
- Review for compliance with appropriate general zoning district or planned development guidelines. A copy of the document to be reviewed will be red lined and a written report provided itemizing each deficiency noted and returned to city. If the city desires a direct line of communication between applicant and BV can be facilitated.
- An analysis/staff report can be prepared for city approval/denial recommendation.
- Presentations for the Planning and Zoning Commission can be prepared and presented.
- Presentations for the City Council can be prepared and presented.

#### **Base Map/Zoning Map Updating:**

- Preparation of new digital base map.
- Updating existing base map.
- Updating or preparing zoning maps.

#### **911 Addressing**

- Development of a 911 addressing system (Digital base map to be provided by city or prepared by BV).
- Address all new developments

\*Preliminary consultations can be provided to an applicant upon request to assist and guide them in the plan preparation process.

\*\*If not available BV will develop checklists for each type of development to be used to check for minimum submittal requirements of an application.

### **PUBLIC WORKS SERVICES**

Upon receipt of written Notice to Proceed from Client, BVNA will provide Inspection services relative to Public Works Services as outlined below to verify conformance with approved plans, specifications and local ordinances provided by Client.

#### **Inspections**

Inspection services include, but are not limited to: making site observations, writing correction notices and field reports, attending meetings and answering inquiries in person or by telephone.

#### **Plan Review**

Plan Review services include, but are not limited to: verification of plan compliance with adopted public works standards, attendance at pre-plan design meetings and follow up on design issues.

#### **Technical Support**

BVNA will be available for pre-construction or field site meetings and will provide field staff for observation purposes as needed.

**ATTACHMENT B  
FEE SCHEDULE**

**Construction Code Services**

**Commercial and Multi-Family construction plan review**

Valuation	Fee
\$1. <sup>00</sup> to \$10,000. <sup>00</sup>	\$50. <sup>00</sup>
\$10,001. <sup>00</sup> to \$25,000. <sup>00</sup>	\$70.69 for the first \$10,000. <sup>00</sup> plus \$5.46 for each additional \$1000. <sup>00</sup>
\$25,001. <sup>00</sup> to \$50,000. <sup>00</sup>	\$152.59 for the first \$25,000. <sup>00</sup> plus \$3.94 for each additional \$1000. <sup>00</sup>
\$50,001. <sup>00</sup> to \$100,000. <sup>00</sup>	\$251.09 for the first \$50,000. <sup>00</sup> plus \$2.73 for each additional \$1000. <sup>00</sup>
\$100,001. <sup>00</sup> to \$500,000. <sup>00</sup>	\$387.59 for the first \$100,000. <sup>00</sup> plus \$2.19 for each additional \$1000. <sup>00</sup>
\$500,001. <sup>00</sup> to \$1,000,000. <sup>00</sup>	\$1,263.59 for the first \$500,000. <sup>00</sup> plus \$1.85 for each additional \$1000. <sup>00</sup>
\$1,000,001. <sup>00</sup> and up	\$2,188.59 for the first \$1,000,000. <sup>00</sup> plus \$1.23 for each additional \$1000. <sup>00</sup>

**Residential construction plan review and inspection**

**Commercial and Multi-Family construction inspection**

Valuation	Fee
\$1. <sup>00</sup> to \$10,000. <sup>00</sup>	\$76. <sup>00</sup>
\$10,001. <sup>00</sup> to \$25,000. <sup>00</sup>	\$108.75 for the first \$10,000. <sup>00</sup> plus \$8.40 for each additional \$1000. <sup>00</sup>
\$25,001. <sup>00</sup> to \$50,000. <sup>00</sup>	\$234.75 for the first \$25,000. <sup>00</sup> plus \$6.06 for each additional \$1000. <sup>00</sup>
\$50,001. <sup>00</sup> to \$100,000. <sup>00</sup>	\$386.25 for the first \$50,000. <sup>00</sup> plus \$4.20 for each additional \$1000. <sup>00</sup>
\$100,001. <sup>00</sup> to \$500,000. <sup>00</sup>	\$596.25 for the first \$100,000. <sup>00</sup> plus \$3.36 for each additional \$1000. <sup>00</sup>
\$500,001. <sup>00</sup> to \$1,000,000. <sup>00</sup>	\$1,940.25 for the first \$500,000. <sup>00</sup> plus \$2.85 for each additional \$1000. <sup>00</sup>
\$1,000,001. <sup>00</sup> and up	\$3,365.25 for the first \$1,000,000. <sup>00</sup> plus \$1.89 for each additional \$1000. <sup>00</sup>

**Construction or Improvement of a Residential Dwelling**

New Residential Construction	
Square Footage (S.F.)	Fee
0 - 1,500 S.F.	\$785.00
1,501 - 10,000 S.F.	\$785.00 for the first 1,500 S.F. plus \$0.35 for each additional S.F. to and including 10,000 S.F.
Over 10,000 S.F.	\$3,760.00 for the first 10,000 S.F. plus \$0.15 for each additional S.F. over 10,000 S.F.
Alterations / Additions / Improvements for Residential Construction	
Trade Permits	Fee
Building, Mechanical, Electrical, Plumbing, Fuel Gas and similar	\$100.00 per trade
Other project types not listed above	\$160.00 per trade

\* All fees above billed upon issuance of the permit by the jurisdiction

**Back-up inspections**

\* Back up inspections will be performed during times of inspector absence due to illness, vacation or training at the listed rates. All other project activity will utilize the tables above.

Single Family Residential \$76.92 per address/building  
 Commercial and non-Single Family Residential \$125.00 per address/building/unit

**Fire Services**

**Single Family Residential Fire Services**

Fire Code Plan Review Services	\$175.00
Fire Code Inspection Services	\$400.00

**Fire Code Plan Review Services - Commercial and Multi-Family construction  
 (Fire Alarm System & Fire Sprinkler System)**

Valuation	Fee, Each System
Less than \$6,250	\$200.00
\$6,250 to \$250,000	\$300.00
\$251,000 to \$500,000	\$425.00
\$501,000 to \$1,000,000	\$550.00
\$1,001,000 to \$3,000,000	\$800.00
\$3,001,000 to \$6,000,000	\$1,200.00
\$6,000,000 and up	\$1,200.00 plus \$0.38 for each additional \$1,000.00

**Fire Code Inspection Services - Commercial and Multi-Family construction  
 (Fire Alarm System & Fire Sprinkler System)**

Valuation	Fee, Each System
Less than \$6,250	\$300.00
\$6,250 to \$250,000	\$425.00
\$251,000 to \$500,000	\$525.00
\$501,000 to \$1,000,000	\$675.00
\$1,001,000 to \$3,000,000	\$950.00
\$3,001,000 to \$6,000,000	\$1,425.00
\$6,000,000 and up	\$1,425.00 plus \$0.38 for each additional \$1,000.00

Valuation is based on construction valuation for project

**Fire Underground**

Fire Code Plan Review (1 hour minimum)	\$100.00 per hour
Fire Code Plan Inspection (1 hour minimum)	\$250.00 per hour

**Fire Extinguisher Suppression System**

Per permit, one inspection	\$450.00
Each re-inspection	\$100.00

### Fire Certificate of Occupancy Inspections

Fire Certificate of Occupancy inspections * Minimum one hour per inspection	\$150.00 per hour
<b>Annual Fire Safety Inspections</b>	
Day Care, Foster Home, Commercial Business (each inspection and re-inspection per location)	\$100.00
Nursing Home / Assisted Living / School (each inspection and re-inspection per location)	\$250.00
<b>Underground / Aboveground Fuel Storage Tanks</b>	
Fire Code Plan Review	\$350.00
Fire Code Inspection	\$450.00
<b>Site Plan</b>	
Fire Code Plan Review (2 hour minimum)	\$250.00 per hour
Fire Code Plan Inspection (2 hour minimum)	\$250.00 per hour

The construction valuation is determined by the greater of the declared valuation of the project or the valuation calculated using the International Code Council Building Valuation Data table, first update of each calendar year.  
Example:

Group (2012 International Building Code)	Square Foot Construction Costs								
	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B Business	179.29	172.71	166.96	158.70	144.63	139.20	152.43	126.93	121.32

The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

New Building

Group B occupancy

Type VB construction

10,000 square feet total building area

Declared construction valuation \$1,100,000.

Calculated construction valuation - 10,000 square feet X \$121.32 per square foot = \$1,213,200.

The calculated construction valuation is greater than the declared construction valuation so \$1,213,200 is used to calculate the Bureau Veritas fee for the project.

\* Note: BVNA fees do not include any taxes, licensing or other fees imposed by governmental or outside agencies.

### Health Services

#### FULL SERVICE:

Cost of Service for Permanent Food Establishment permit (2 TFER inspections) (No fee for one re-inspection, per permit year, if required)	\$400.00
Cost of Service for Mobile Food Vendor (Hot and Cold Truck) and Seasonal Vendor permits (1 TFER inspection) (No fee for one re-inspection, per permit year, if required)	\$200.00
Cost of Service for Public Swimming Pool inspections (1 inspection per year) (No fee for one re-inspection, per permit year, if required)	\$200.00

Cost of Service for each Temporary Event permit (1 TFER inspection) \$100.00

Cost of Service for each Complaint Investigation (1 TFER inspection) \$150.00

Consultation outside of the aforementioned scope of services: Health Plan review, Health Final and CO inspections and/or for more than one re-inspection. \$150.00 per hour  
 \* Minimum one hour.

**Planning and Mapping Services**

Fixed Fees (Based on estimated population in \$/1,000 people, minimum 5,000 people)

Comprehensive Planning and Mapping			
Item	Elements	Cost / 100 people	Min. Hours
	Base Planning		
	a. Base Map*		
	b. Land Use		
	c. Population		
1	d. Housing+D45	\$2,000	67
2	Parks & Recreation	\$750	25
3	Thoroughfare Plan	\$750	25
4	Central Business District Planning	\$1,250	42
5	Zoning Ordinance	(fixed fee) \$6,500	43
6	Subdivision Ordinance	(fixed fee) \$6,500	43
7	Streets Condition Study	\$700	23
8	Water Study Distribution and Supply	\$1,000	33
9	Wastewater Collection and Treatment	\$1,000	33
10	Capital Improvement Plan	\$300	10
11	Digital Map preparation*	\$1,000	33
12	Citizen Participation	\$1,250	42

As a minimum Item 1 and 12 must be included in any study except Item 11 which is a standalone element  
 \* Assume easy access to documents - additional research listed under additional services

**Hourly Fees**

Available Planning Services	
Element	Cost
Site Plan Review	\$150 per hour (1 hour minimum)
Site Plan Preparation	\$150 per hour (1 hour minimum)
Zoning Application Review	\$150 per hour (1 hour minimum)
SCP Application Review	\$150 per hour (1 hour minimum)
Zoning Board of Adjustment Application Review	\$150 per hour (1 hour minimum)
Sign Application Review	\$150 per hour (1 hour minimum)
Zoning Case Ordinance Preparation	\$150 per hour (1 hour minimum)
Plat Review - Planning Perspective	\$150 per hour (1 hour minimum)
Public Hearing Notice map and ownership list (City Mails)	\$150 per hour (1 hour minimum)
Zoning Map Updates	\$150 per hour (1 hour minimum)
911 Address mapping (First Time)	\$1,000 per person   Min. 33 hours
911 Address mapping updates	\$150 per hour (1 hour minimum)
City Council Planning and Zoning Meeting	\$225 per hour (1 hour minimum)
Contract Planning Director	\$175 per hour (1 hour minimum)
Contract Planner	\$150 per hour (1 hour minimum)
Contract work for Developer interests	\$150 per hour (1 hour minimum)
Easement Acquisition Negotiator	\$150 per hour (1 hour minimum)
Additional Services	\$150 per hour (1 hour minimum)

\* Assume easy access to documents - additional research listed under additional services

**Reimbursable Expenses (\$150 per hour)**

Reimbursable expenses shall include, but not be limited to, the following:

Mileage (Per current IRS rate)

Domestic Travel Per Diem (Per current GSA rate plus lodging)

Other Direct Project Expenses (at cost plus 15%) including:

- Printing, graphics, photography, and reproduction
- Special shipping

**Public Works Services**

Public Works Inspection Only

2.5% of the cost of construction

Public Works Plan Review & Inspection

3.0% of the cost of construction

Temporary Back Up Inspection

\$150/hour, minimum 4 hours.