ORDINANCE NO. 101

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT, TEXAS (or "City") approving the change in rates requested in Entergy Texas, Inc.'s ("ETI" or "Company") Statement of Intent filed with the City on March 25, 2010; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS CONSIDERED WAS OPEN TO THE PUBLIC AND IN ACCORDANCE WITH TEXAS LAW.**

**WHEREAS**, on March 25, 2010, Entergy Texas, Inc. filed with the City its Statement of Intent to Adopt A New Rate consisting of a Rough Production Cost Equalization Adjustment ("RPCEA") rider designed to credit customers' bills with certain payments made to ETI pursuant to the Entergy System Agreement;

**WHEREAS**, ETI has received Rough Production Cost Equalization ("RPCE") payments under the terms of the Entergy System Agreement, which have the effect of lowering ETI's production costs;

**WHEREAS**, implementation by ETI of the RPCEA rider will result in a credit to customers' bills of approximately $117.5 million, including interest, of RPCE payments received by ETI in 2009;

**WHEREAS,** ETI proposes to apply the credit to customers' bills over the four–month period from May through August 2010;

**NOW THEREFORE: BE IT ORDERED** BY THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT, TEXAS THAT the City APPROVES any and all changes in rates requested by ETI and included in ETI's Statement of Intent filed on March 25, 2010.

**BE IT FURTHER ORDERED THAT**, in accordance with Section 36.103(b) of the Texas Public Utility Regulatory Act ("PURA"), the City WAIVES the publication of notice requirement set forth in Section 36.103(a) of PURA.

**PASSED, AND APPROVED** this 8th day of April, 2010.

LANG THOMPSON, MAYOR

AMY L. WADE, CITY SECRETARY

CITY OF CUT AND SHOOT
ORDINANCE NO. 102

**AN ORDINANCE GRANTING TO CENTERPOINT ENERGY RESOURCES CORP., DBA CENTERPOINT ENERGY TEXAS GAS OPERATIONS, THE RIGHT, PRIVILEGE AND FRANCHISE TO CONSTRUCT, INSTALL, EXTEND, REMOVE, REPLACE, ABANDON, OPERATE AND MAINTAIN ITS FACILITIES WITHIN THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF CUT AND SHOOT, TEXAS FOR THE TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF NATURAL GAS; CONTAINING OTHER PROVISIONS RELATING TO THE FOREGOING SUBJECT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT:**

**Section 1. GRANT OF AUTHORITY.** Subject to the terms, conditions, and provisions of this ordinance, the right, privilege, and franchise is hereby granted to CenterPoint Energy Resources Corp., DBA CenterPoint Energy Texas Gas Operations, hereinafter called "Company", to construct, install, extend, remove, replace, abandon, operate, and maintain its facilities within the Public Rights-of-Way of the City of Cut and Shoot, Texas for the transportation, delivery, sale and distribution of natural gas within the corporate limits of the City of Cut and Shoot, as the same are now and as the same may from time to time be extended.

**Section 2. DEFINITIONS.**

A. "City" shall mean the City of Cut and Shoot, Texas.

B. "Company" shall mean CenterPoint Energy Resources Corp., DBA CenterPoint Energy Texas Gas Operations, a Delaware Corporation, and shall not mean any of its affiliates and subsidiaries who shall have no right, privilege or franchise granted hereunder.

C. "Facilities" shall mean pipes, pipelines, natural gas mains, laterals, feeders, regulators, meters, fixtures, connections and attachments and other instrumentalities and appurtenances, used in or incident to providing transportation, distribution, supply and sales of natural gas for heating, lighting, power and any other purposes for which natural gas may now or hereafter be used.

D. "Public Rights-of-Way" shall mean the areas in, under, upon, over, across, and along any and all of the present and future Streets or streams now or hereafter owned or controlled by City.

E. "Street" shall mean the surface and the space above and below any public street, road, highway, alley, bridge, sidewalk, or other public place or way.

**Section 3. TERM OF FRANCHISE.** This Franchise shall become effective on the Effective Date described in Section 21 and shall be in full force and effect for a term of 30 years.

**Section 4. CONSTRUCTION AND MAINTENANCE OF NATURAL GAS DISTRIBUTION SYSTEM.** All Facilities installed by Company shall be of sound material and good

quality, and shall be laid so that they will not interfere with the artificial drainage of the City or its underground fixtures, or with navigation in or the natural drainage of any stream. All Facilities shall be installed in accordance with applicable Federal, State and City regulations and in the absence of such regulations in accordance with accepted industry practice. Within the Public Rights-of-Way, the location and route of the Facilities by the Company shall be subject to the reasonable and proper regulation, direction and control of the City or the City official to whom such duties have been delegated. Such regulation shall include, but not be limited to, the right to require in writing to the extent provided in Section 13 the relocation of Company's Facilities at Company's cost within the Public Rights-of-Way of the City whenever such relocation shall be reasonably necessary to accommodate the widening, change of grade, or relocation by City of Streets or Public Rights-of-Way, or construction or relocation by City of City utility lines or drainage facilities. The Company and the City shall work together to develop a procedure under which Company shall make available to the City maps showing the location of Company's Facilities within the corporate limits of the City.

**Section 5. STREETS TO BE RESTORED TO GOOD CONDITION**. Company and its contractors shall give City reasonable notice, of the dates, location, and nature of all work to be performed on its Facilities within the Public Rights-of-Way. This Franchise shall constitute a permit to perform all work on Company's Facilities within the Public Rights-of-Way and to park vehicles in the Streets and other Public Rights-of- Way when necessary for the installation, replacement, abandonment, operation, or maintenance of Company's Facilities. Company and contractors performing work for Company shall not be required to obtain any permits in addition to the Franchise or to pay any fee in addition to the franchise fee in order to perform work on Company's Facilities, or park within the Streets and other Public Rights-of-Way. Following completion of work in the Public Rights-of-Way, Company shall repair the affected Public Rights-of-Way as soon as possible, but in all cases Company shall comply with all City ordinances governing time periods and standards relating to excavating in the Public Rights-of-Way. No street, alley, highway, or public place shall be encumbered for a longer period than shall be necessary to execute the work.

**Section 6. QUALITY OF SERVICE.** The service furnished hereunder to the City and its inhabitants shall be in accordance with the quality of service rules of the Railroad Commission of Texas and all other applicable local, state and federal regulations. Company shall furnish the grade of service to its customers as provided by its rate schedules and shall maintain its system in reasonable operating condition during the continuance of this Franchise. An exception to this requirement is automatically in effect, but only for so long as is necessary, when caused by a shortage in materials, supplies and equipment beyond the control of the Company as a result of fires, strikes, riots, storms, floods and other casualties, governmental regulations, limitations and restrictions as to the use and availability of materials, supplies and equipment and as to the use of the services, and unforeseeable and unusual demands for service. In any of such events the Company shall do all things reasonably within its power to restore normal service as quickly as practicable.

**Section 7. PAYMENT TO THE CITY**. In consideration of the rights and privileges herein granted, the administration of the Franchise by the City, the temporary interference with the use of Public Rights-of-Way and cost and obligations undertaken by the City in relation thereto and in lieu of any license, charge, fee, street or alley rental or other character of charge for use and occupancy of the Streets, alleys, and public places of the City, and in lieu of any inspection fee, the Company agrees to pay to the City franchise fees in the amount and manner described herein.

Company agrees to pay to the City quarterly during the continuance of this Franchise a sum of money equal to five percent (5%) of the Company's gross receipts for the preceding calendar quarter received by the Company from the sale of gas within the corporate limits of the City plus seven cents (7¢) per Mcf for natural gas transported by Company for its Transport Customers during such quarter. "Transport Customer" means any person or entity for whom Company transports gas through the distribution system of Company within the corporate limits of City for consumption within the corporate limits of City. The franchise fees hereunder shall be calculated for the calendar quarters ending March 31, June 30, September 30, and December 31 and shall be payable on or before the fifteenth day of May, August, November, and February following the quarter for which payment is made, beginning with the first such date following the Effective Date of this Franchise and each August 15th, November 15th, February 15th, and May 15th thereafter; provided, however, the first such payment shall be prorated as necessary to reflect only those gross receipts received and transportation volumes delivered by Company after the Effective Date of this Franchise. In no event shall the Company be required to remit to the City franchise fee amounts that for any reason whatsoever are not fully recoverable from its customers. Upon receipt of the above amount of money, the City Secretary shall deliver to the Company a receipt for such amount. If any payment due date required herein falls on a weekend or bank holiday, payment shall be made on or before the close of business of the first working day after the payment due date.

**Section 8. ANNEXATIONS BY CITY**. This Franchise shall extend to and include any and all territory that is annexed by the City during the term of this Franchise. Within sixty (60) days from the receipt of notice from the City of any such annexation, the Company shall assure that any and all customers within such annexed territory are included and shown on its accounting system as being within the corporate limits of the City of Cut and Shoot. After such sixty (60) day period the payment provisions specified in Section 7 of this Franchise shall apply to gross receipts received by the Company from customers located within such annexed territory. Company shall true-up its map of City boundaries to the City's map on an annual basis.

**Section 9. NON-EXCLUSIVE FRANCHISE**. Nothing contained in this Franchise shall ever be construed as conferring upon the Company any exclusive rights or privileges of any nature whatsoever.

**Section 10. COMPLIANCE AND REMEDIES**. (a) In the event the Company by act or omission violates any material term, condition or provision of this Franchise, the City shall notify the Company in writing of such violation. Should the Company fail or refuse to correct any such violation within thirty (30) days from the date of City's notice, the City shall, upon written notification to the Company, have the right to terminate this agreement. Any such termination and cancellation shall be by ordinance adopted by City Council; provided, however, before any such ordinance is adopted, the Company must be given at least sixty (60) days' advance written notice. Such notice shall set forth the causes and reasons for the proposed termination and cancellation, shall advise the Company that it will be provided an opportunity to be heard by City Council regarding such proposed action before any such action is taken and shall set forth the time, date and place of the hearing.

(b) Other than its failure, refusal, or inability to pay its debts and obligations, including, specifically, the payments to the City required by this Franchise, the Company shall not be declared in default or be subject to any sanction under any provision of this Franchise in those cases in which performance of such provision is prevented by reasons beyond its control.

(c) The rights and remedies of City and Company set forth herein shall be in addition to, and not in limitation of, any other rights and remedies provided at law or in equity and City's exercise of any particular remedy shall not constitute a waiver of its rights to exercise any other remedy.

**Section 11. RESERVE OF POWERS.** Except as otherwise provided in this Franchise, the City by the granting of this Franchise does not surrender or to any extent lose, waive, impair or lessen the lawful powers, claims and rights, now or hereafter vested in the City under the Constitution and statutes of the State of Texas and under the ordinances of the City of Cut and Shoot or other applicable law, to regulate public utilities within the City and to regulate the use of the Streets by the Company; and the Company by its acceptance of this Franchise agrees that, except as otherwise provided in this Franchise, all lawful powers and rights, whether regulatory or otherwise, as are or as may be from time to time vested in or reserved to the City, shall be in full force and effect and subject to the exercise thereof by the City at any time and from time to time.

**SECTION 12. INDEMNITY. THE COMPANY, ITS SUCCESSORS AND ASSIGNS, SHALL PROTECT AND HOLD THE CITY AND ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "THE CITY") HARMLESS AGAINST ANY AND ALL CLAIMS OR DEMANDS FOR DAMAGES TO ANY PERSON OR PROPERTY BY REASON OF THE CONSTRUCTION AND MAINTENANCE OF THE COMPANY'S NATURAL GAS DISTRIBUTION SYSTEM, OR IN ANY WAY GROWING OUT OF THE RIGHTS GRANTED BY THIS FRANCHISE, EITHER DIRECTLY OR INDIRECTLY, OR BY REASON OF ANY ACT, NEGLIGENCE OR NONFEASANCE OF THE COMPANY OR THE CONTRACTORS, AGENTS OR EMPLOYEES OF THE COMPANY OR ITS SUCCESSORS AND ASSIGNS, AND SHALL REFUND TO THE CITY ALL SUMS WHICH THE CITY MAY BE ADJUDGED TO PAY ON ANY SUCH CLAIM, OR WHICH MAY ARISE OR GROW OUT OF THE EXERCISE OF THE RIGHTS AND PRIVILEGES HEREBY GRANTED OR BY THE ABUSE THEREOF, AND THE COMPANY OR ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND ON ACCOUNT OF ALL DAMAGES, COSTS, EXPENSES, ACTIONS, AND CAUSES OF ACTION THAT MAY ACCRUE TO OR BE BROUGHT BY, A PERSON, PERSONS, COMPANY OR COMPANIES AT ANY TIME HEREAFTER BY REASON OF THE EXERCISE OF THE RIGHTS AND PRIVILEGES HEREBY GRANTED, OR OF THE ABUSE THEREOF.**

**Section 13. RELOCATION OF FACILITIES.** The Company shall, upon written request of the City, relocate its Facilities within Public Rights-of-Way at Company's own expense, exclusive of Facilities installed for service directly to City, whenever such shall be reasonably necessary on account of the widening, change of grade, or relocation by City of Streets or Public Rights-of-Way, or construction or relocation by City of City utility lines or drainage facilities. City shall bear the costs of all relocations of Facilities installed for service directly to City and of any relocation of other Facilities requested by City for reasons other than the widening, change of grade, or relocation by City of Streets or Public Rights-of-Way, or construction or relocation by the City of City utility lines or drainage facilities.

**Section 14. GOVERNMENTAL FUNCTION.** All of the regulations and activities required by this Franchise are hereby declared to be governmental and for the health, safety, and welfare of the general public.

**Section 15. RECORDS AND REPORTS.** (a) Books of Account. The Company shall keep complete and accurate books of accounts and records of its business and operations under and in connection with this Franchise. All such books of accounts and records shall be kept at the Company's principal office in Houston, Texas.

(b) Access by City. The City may conduct an audit or other inquiry or may pursue a cause of action in relation to the payment of the franchise fee only if such audit, inquiry, or pursuit of a cause of action concerns a payment made less than three (3) years before the commencement of such audit, inquiry, or pursuit of a cause of action. Each party shall bear its own costs of any such audit or inquiry. Upon receipt of a written request from the City, all books and records related to Company's operations under this Franchise shall be made available for inspection and copying no later than thirty (30) days from receipt of such request.

(c) Interest on Underpayments and Overpayments. (1) Amounts due to City for late payments shall include interest, compounded daily equal to the return on equity plus three percent (3%) granted to the Company in its most recent proceeding fixing rates applicable to customers within the corporate limits of the City. (2) If the City identifies, as a result of a franchise fee compliance review, amounts owed by the Company from prior periods or prior underpayments, then the Company shall pay simple interest on such amounts equal to the return on equity granted to the Company in its most recent proceeding fixing rates applicable to customers within the corporate limits of the City. Said interest shall be payable on such sums from the date the initial payment was due until it is paid and shall not be billed to customers. (3) Amounts due Company for past overpayments shall include simple interest equal to the return on equity granted to the Company in its most recent proceeding fixing rates applicable to customers within the corporate limits of the City; provided, however, if there is a change in the approved return on equity during the time period subject to the City's audit or inquiry, then for each time period during which there was an overpayment, the approved return on equity in effect during such time period shall be used in calculating interest under this subparagraph (c). Interest payable on such sums shall be credited to customers.

**Section 16. EASEMENT.** In consideration for the compensation set forth in Section 7, City agrees that if City sells, conveys, or surrenders possession of any portion of the Public Right-of-Way that is being used by Company pursuant to this Franchise, City, to the maximum extent of its right to do so, shall first grant Company an easement for such use and the sale, conveyance, or surrender of possession of the Public Right-of-Way shall be subject to the right and continued use of Company.

**Section 17. ORIGINAL JURISDICTION OVER RATES AND SERVICES.** Pursuant to Section 103.003 of the Gas Utility Regulatory Act, the City hereby elects to surrender to the Railroad Commission of Texas the City's exclusive original jurisdiction over the rates, operations, and services of the Company effective as of the Effective Date of this Franchise and for the term of this Franchise. Notwithstanding the above surrender of the City's exclusive original jurisdiction over the rates, operations, and services of the Company, such surrender shall not affect in any manner the City's rights and privileges pursuant to the provisions of the Gas Utility Regulatory Act as currently enacted, or as

amended, or in any successor legislation, or as otherwise provided at law for the City to both participate in any ratemaking proceeding at the Railroad Commission of Texas which affects the City's gas rates, and to recover from the Company any reasonable expenses incurred by the City in its participation in such a ratemaking proceeding as provided for in law.

**Section 18. ACCEPTANCE.** The Company shall, within thirty (30) days following the final passage and approval of this Franchise, file with the City Secretary of the City of Cut and Shoot a written statement signed in its name and behalf in the following form:

"To the Honorable Mayor: and City Council of the City of Cut and Shoot:

CenterPoint Energy Resources Corp., DBA CenterPoint Energy Texas Gas Operations, its successors and assigns, hereby accepts the attached Franchise Ordinance and agrees to be bound by all of its terms and provisions."

CENTERPOINT ENERGY RESOURCES CORP.,
DBA CENTERPOINT ENERGY TEXAS GAS
OPERATIONS

By: _____
Richard A. Zapalac
Regional Vice President – Texas

Dated this 22nd day of January 2010.

**Section 19. SEVERABILITY.** If any provision, section, subsection, sentence, clause or phrase of this Franchise is for any reason held to be unconstitutional, void, or invalid or for any reason unenforceable, the validity of the remaining portions of this Franchise shall not be affected thereby, it being the intent the City of Cut and Shoot in adopting this Franchise that no portion hereof or provision hereof shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision or regulation and, to this end, all provisions of this ordinance are declared to be severable.

**Section 20. NOTICES.** Every notice, order, petition, documents or other direction or communication to be served upon the City or the Company shall be deemed sufficiently given if sent by registered or certified mail, return receipt requested. Every such communication to the Company shall be sent to:

CenterPoint Energy Resources Corp.
Vice President Regulatory Relations
PO Box 4567
Houston, TX 77210-4567

With a copy to:

General Counsel, Gas Division
PO Box 2628

Houston, TX 77252-2628

Every such communication to the City or the City Council shall be sent to the:

Mayor, City of Cut and Shoot

_____

Cut and Shoot, Texas ____

With a Copy to:

City Manager

_____

Cut and Shoot, Texas ____

**Section 21. PASSAGE AND EFFECTIVE DATE.** This Franchise shall take effect and be in force from and after the first day of the month following thirty days after receipt by the City of Company's acceptance filed pursuant to Section 18 ("Effective Date").

**Section 22. REPEAL OF PREVIOUS ORDINANCES.** This Franchise replaces the Franchise agreement with the Company, dated October 9, 1969 granted by City of Cut and Shoot, Texas which ordinance is hereby repealed as of the Effective Date of this Franchise. Any claims of City or Company thereunder are hereby waived.

Read in full and passed and adopted at a regular meeting of the City Council of Cut and Shoot, Texas, on the 14 day of January, 2010, and approved by the Mayor.

APPROVED:

Earl Thomas

MAYOR OF THE CITY OF CUT AND SHOOT, TEXAS

ATTEST:

Amy L Wade

CITY SECRETARY OF CUT AND SHOOT, TEXAS

THE STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

I, the duly appointed, qualified and acting City Secretary of Cut and Shoot, Texas, do hereby certify that the above and foregoing ordinance was read in full and passed and adopted at a regular meeting of the City Council of said Cut and Shoot, Texas, held on the 14th day of JANUARY, 2010; that written notice of the date, place and subject of said meeting was posted on a bulletin board located at a place convenient to the public in the City Hall for at least 72 hours preceding the day of said meeting; that the Mayor Lang Thompson, and 4 Council members:

1. Bill Oliphant
2. Marvin Musgrove
3. Terry Mann
4. J. D. Roberts
5. _____
6. _____

were present at said meeting and acted as the Council throughout; that the same has been signed and approved by the Mayor and is duly attested by the City Secretary; and that the same has been duly filed with the City Secretary and recorded by the City Secretary in full in the books kept for the purpose of recording the ordinances of the City of Cut and Shoot.

EXECUTED under my hand and the official seal of the seal of the City of Cut and Shoot, Texas at said City, this the 14th day of JANUARY, 2010.

Amy L Wade

City Secretary
City of Cut and Shoot, Texas

[SEAL]

## Procedure for Processing Franchise Revision Ordinance

### City of Cut and Shoot, Texas
01-14 2010

1. The ordinance should be passed at **a regular** meeting of the City Council.

   (a) READINGS.

   (1) The City Council should have a written notice of the date, hour, place, and subject of the meetings (at which the franchise ordinance is to be passed on first reading) posted for at least 72 hours preceding the scheduled times of the meetings on a bulletin board located in a place in the City Hall that is convenient and readily accessible to the general public at all times.

   (2) A certified copy of the resolution passed by the City Council, establishing the time and place of its regular meetings should be obtained.

2. The City Council is composed of a Mayor and 5 Council members. At least 3 members of the Council should be present throughout the meeting at which the ordinance is passed, and a majority of those present must vote in favor of the ordinance.

3. The Mayor should approve the ordinance by signing the copy that is introduced, read, and passed.

4. The City Secretary should complete the certificate attached to the ordinance. This certifies that the ordinance was adopted, and that notice was posted 72 hours before the meeting was held.

5. After the ordinance has been passed, the following instruments should be forwarded to the Division Office for completion and distribution as indicated:

   (a) One certified copy of the resolution establishing the time and place of the regular meetings of the City Council as described in item 1(b) (to be placed in the general files of the company).

   (b) Three copies of the ordinance, executed by the Mayor, each with Secretary's certificates attached should be returned to the Division Office. These will be accepted by the company and returned to the local office. The City Secretary should certify in the place provided on the last page that acceptance by the company was received and filed.

   1. One copy may be retained by the City
   2. One copy should be returned to the Division Office for placement in the files.
   3. One copy should be returned to the Legal Department in Houston.
   4. Forward a copy to Angela Williams at CNP-T 3604A in Houston.
   5. If there is a change in the percentage of gross receipts to be paid, please forward a copy of the signed franchise to Keith Wall in the Rate Department at CNP-T 2158 in Houston.

HOUSTON COMMUNITY NEWSPAPERS

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|---|---|---|---|---|---|
| Order: | 00DUR6 | Pubs: | 1,35 | Rate: | LE |
| Phone: | (936)264-3100 | Class: | 920 | Charges: | $ 2.00 |
| Account: | 6503800 | Start Date: | 06/23/2010 | List Price: | $ 200.36 |
| Name: | ACCOUNTS PAYABLE, | Stop Date: | 06/29/2010 | Payments: | $ 0.00 |
| Sales | 2020 | | | | |
| Firm: | TOWN OF CUT & SHOOT | Insertions: | 9 | Balance: | $ 202.36 |

ORDINANCE NO. 102

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT, TEXAS, TO AMEND THE CITY SCHEDULE OF RATES AND RULES OF OPERATION FOR WATER, BY PASSING ON THE MONTHLY GALLONAGE PRODUCTION FEES CHARGED BY THE LONE STAR GROUNDWATER CONSERVATION DISTRICT AND THE GROUNDWATER REDUCTION PLAN PUMPAGE FEES AND CHARGES BY THE SAN JACINTO RIVER AUTHORITY TO EACH CUSTOMER; PROVIDING A PENALTY OF UP TO $500 FOR VIOLATIONS OF THE SCHEDULE OF WATER RATES AND RULES OF OPERATION; PROVIDING AN OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE UPON PUBLICATION.
Passed and approved the 10th day of June, 2010.

Ordinance will become effective August 1, 2010.

CC 6/23 & 6/27

THIS IS NOT A BILL

HOUSTON COMMUNITY NEWSPAPERS

# AFFIDAVIT OF PUBLICATION

**STATE OF TEXAS**
**COUNTY OF MONTGOMERY**

Personally appeared before the undersigned, a Notary Public within and for said County and State. Christa Grimes, Representative for James Hopson, Publisher of the Conroe Courier, a newspaper of general circulation in the County of Montgomery, State of Texas. Who being duly sworn, states under oath that the report of Legal Notices, a true copy of which is hereto annexed was published in said newspapers in its issue(s) of the

23rd day of June, 2010
27th day of June, 2010

Publisher's Representative

Sworn to and subscribed before me this 1 day of July, 2010

Notary Public

My commission expires on 2/2/11

LESLIE A. SYRING
Notary Public, State of Texas
My Commission Expires
February 02, 2011

## ORDER OF CANCELLATION

The City of Cut and Shoot hereby cancels the election scheduled to be held on May 9th, 2009 in accordance with Section 2.053(a) of the Texas Election Code. The following candidates have been certified as unopposed and are hereby elected as follows:

| CANDIDATE | OFFICE SOUGHT |
|---|---|
| Lang Thompson | Mayor |
| Marvin Musgrove | Alderman Position No. 2 |
| Terry L. Mann | Alderman Position No. 4 |

A copy of this order will be posted on Election Day at City Hall, 14391 Hwy 105 East.

Lang Thompson, Mayor

Amy L. Wade, City Secretary

April 9, 2009
Date of Adoption

Motion was made by J. D. Roberts, seconded by Nyla Dalhaus, that the following Ordinance by passed:

**ORDINANCE NO. 103**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT, TEXAS, TO AMEND THE CITY SCHEDULE OF RATES AND RULES OF OPERATION FOR WATER, BY PASSING ON THE MONTHLY GALLONAGE PRODUCTION FEES CHARGED BY THE LONE STAR GROUNDWATER CONSERVATION DISTRICT AND THE GROUNDWATER REDUCTION PLAN PUMPAGE FEES AND CHARGES BY THE SAN JACINTO RIVER AUTHORITY TO EACH CUSTOMER; PROVIDING A PENALTY OF UP TO $500 FOR VIOLATIONS OF THE SCHEDULE OF WATER RATES AND RULES OF OPERATION; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE: PROVIDING AN OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE UPON PUBLICATION.**

**WHEREAS**, the City Council of the City of Cut and Shoot, Texas has authorized a Schedule of Rates and Rules of Operation for the potable water utility service provided to its customers by City Ordinance No. 59, dated April 13, 1995, as amended; and

**WHEREAS**, the City Council has authorized by City Ordinance No. 94, dated February 12, 2009, that the "Water Use" production fees assessed to the City by the Lone Star Groundwater Conservation District be passed through to the City's customers as a gallonage charge; and

**WHEREAS**, the City has entered into a Contract for Groundwater Reduction Planning, Alternative Water Supply, and Related Goods and Services by and between the San Jacinto River Authority (hereinafter "the Contract"); and

**WHEREAS,** the Contract provides that the City will begin paying certain monthly pumpage fees, rates, and charges to the San Jacinto River Authority (hereinafter "SJRA pumpage fees") in accordance with the SJRA Rate Order, commencing on August 1, 2010; and

**WHEREAS,** the SJRA has adopted a Rate Order that imposes SJRA pumpage fees to the City and all other participants under the Contract of $0.50 per thousand gallons of water consumed, effective August 1, 2010, with annual increases in the SJRA pumpage fees each year thereafter; and

**WHEREAS,** the City Council further believes that it is in the best interest of the City and its customers that the monthly SJRA pumpage fees payable to the SJRA under the Contract be passed through to the individual residential and commercial customers on the basis of the amount of water consumed monthly by each customer, as set out in the SJRA Rate Order; together with an additional twelve percent (12%) of the SJRA pumpage fees per thousand gallons of water consumed to recover the City's additional costs associated with the Contract; and

**WHEREAS,** the City Council believes that it is appropriate to amend City Ordinance No. 59, dated April 13, 1995, together with all amendments thereof;

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

**SECTION I.**

Section F, Paragraph 5e of the Schedule of Rates and Rules of Operation for the operation of water for the City of Cut and Shoot, Texas is hereby amended to provide as follows:

*e. San Jacinto River Authority Fees, Rates and Charges –*

*1) A charge shall be added to each monthly bill at the rate of $0.50 per 1000 gallons of water consumed by residential and commercial customers of the City as a pass-through for the pumpage fees, rates and charges to the City by the San Jacinto River Authority ("SJRA pumpage fees"), plus an additional surcharge of twelve percent (12%) of the SJRA pumpage fees per 1000 gallons of water consumed to recover the costs to the City associated with the City's Contract for Groundwater Reduction Planning with the San Jacinto River Authority.*

*2) It is further ordered that this charge for SJRA pumpage fees shall automatically increase consistent with the Rate Order of the San Jacinto River Authority, plus the additional surcharge of 12% of the SJRA pumpage fees per thousand gallons of water consumed to cover the costs to the City associated with the City's Contract for Groundwater Reduction Planning with the San Jacinto River Authority.*

A copy of the Schedule of Rates and Rules of Operation for water for the City of Cut and Shoot, Texas, as amended, is attached hereto and approved.

## SECTION II.
## PENALTIES FOR NON-COMPLIANCE

Violation of the provisions of the City's Schedule of Rates and Rules of Operation by failure to comply with any of its requirements shall constitute a misdemeanor. Any person or entity in violation shall upon conviction be fined not more than $500.00 for each violation, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent the City of Cut and Shoot from taking such other lawful action as is necessary to prevent or remedy any violation.

## SECTION III.
## REPEALING ALL ORDINANCES IN CONFLICT

All other ordinances or parts of ordinances inconsistent or in conflict herewith, or to the extent of such inconsistency or conflict, are hereby repealed.

## SECTION IV
## SAVINGS CLAUSE

This City Council of the City of Cut and Shoot, Texas does hereby declares that if any section, subsection, paragraph, sentence, clause, phrase, work or portion of this Ordinance is declared invalid, or unconstitutional, by a court of competent jurisdiction, that, in such event that it would have passed and ordained any and all remaining portions of this Ordinance without the inclusion of that portion or portions which may be so found to be unconstitutional or invalid, and declare that its intent is to make no portion of this Ordinance dependent upon the validity of any portion thereof, and that all said remaining portions shall continue in full force and effect.

## SECTION V.
## COMPLIANCE WITH OPEN MEETINGS ACT

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 VI.
## EFFECTIVE DATE

This Ordinance shall become effective upon its passage and publication as provided by law.

PASSED AND APPROVED this 10th day of June 2010.

**CITY OF CUT AND SHOOT, TEXAS**

Lang Thompson, Mayor

ATTEST:

Amy Wade, City Secretary

HOUSTON COMMUNITY NEWSPAPERS

| | | | | | |
|---|---|---|---|---|---|
| Order: | 00EADB | Pubs: | 1,35 | Rate: | LE |
| Phone: | (936)264-3100 | Class: | 920 | Charges: | $ 0.00 |
| Account: | 6503800 | Start Date: | 11/28/2010 | List Price: | $ 176.44 |
| Name: | ACCOUNTS PAYABLE, | Stop Date: | 11/29/2010 | Payments: | $ 0.00 |
| Sales | 2020 | | | | |
| Firm: | TOWN OF CUT & SHOOT | Insertions: | 4 | Balance: | $ 176.44 |

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT, TEXAS, DECLARING JUNKED VEHICLES TO BE A PUBLIC NUISANCE; ESTABLISHING PROCEDURES FOR REMOVAL; PROHIBITING THE RECONSTRUCTION OR REPAIR OF REMOVED JUNKED VEHICLES; PROVIDING A PENALTY OF UP TO $200 FOR EACH DAY OF VIOLATION THEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING A TEXAS OPEN MEETINGS CLAUSE.

PASSED AND APPROVED the 11th day of November, 2010.

Ordinance, upon publication, shall become effective on the 1st day of December, 2010.

CC 11/28 11/29

THIS IS NOT A BILL

Suite 600 - 523 N. Sam Houston Parkway East - Houston, Texas 77060. Phone: 1 800-659-6997, 1 877-452-7355
Fax: 1 800-572-8754

HOUSTON COMMUNITY NEWSPAPERS

# AFFIDAVIT OF PUBLICATION

**STATE OF TEXAS**
**COUNTY OF MONTGOMERY**

Personally appeared before the undersigned, a Notary Public within and for said County and State. Karin Coleman, Representative for James Hopson, Publisher of the Conroe Courier, a newspaper of general circulation in the County of Montgomery, State of Texas. Who being duly sworn, states under oath that the report of Legal Notices, a true copy of which is hereto annexed was published in said newspapers in its issue(s) of the

28th day of November, 2010
29th day of November, 2010
_____ day of _____, 2010
_____ day of _____, 2010
_____ day of _____, 2010
_____ day of _____, 2010
_____ day of _____, 2010
_____ day of _____, 2010

Karin Coleman
Publisher's Representative

Sworn to and subscribed before me this 29th day of November, 2010

Notary Public

CHRISTA L. GRIMES
Notary Public, State of Texas
My Commission Expires
June 17, 2014

My commission expires on(stamp)

## ORDINANCE

Motion was made by J.D. Roberts, seconded by Cliff Todhunter that the following Ordinance be adopted.

**ORDINANCE NO. : 104**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT, TEXAS, DECLARING JUNKED VEHICLES TO BE A PUBLIC NUISANCE; ESTABLISHING PROCEDURES FOR REMOVAL; PROHIBITING THE RECONSTRUCTION OR REPAIR OF REMOVED JUNKED VEHICLES; PROVIDING A PENALTY OF UP TO $200 FOR EACH DAY OF VIOLATION THEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING A TEXAS OPEN MEETINGS CLAUSE.**

**WHEREAS,** it is the desire of the City Council of the City of Cut and Shoot, Texas, to adopt, in all respects, a certain code as established by the State of Texas V.T.C.A., Transportation Code, Chapter 683, Subchapter E, Section 683.071 to 683.078, as relating to junk vehicles: public nuisance; abatement; and

**WHEREAS,** the adoption of this Code is done to promote the public health, safety and general welfare; to protect property values; reduce vandalism; and promote property maintenance within the corporate limits of said City of Cut and Shoot, Montgomery County, Texas, and relating to public safety, health, and general welfare;

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

### SECTION I.

**DEFINITIONS:**

As used in this ordinance, the following terms shall have the following meanings:

*Antique auto* means a passenger car or truck that is at least 25 years old.

*Carport* means a covered shelter as defined in the 2003 International Residential Code, Section R309.4; used for automobiles and other motor vehicles which is open on at least two sides and is attached to or in close proximity to a residence. Carport floor surfaces shall be of approved noncombustible material and shall be sloped to facilitate adequate drainage towards the main vehicle

entry doorway.

***Junked vehicle*** means a motor vehicle as defined in V.T.C.A., Transportation Code § 683.071 et seq., that is self-propelled and:

(1) does not have lawfully attached to it an unexpired license plate or a valid motor vehicle safety inspection certificate attached to it;

and

(2) I s :

(A) wrecked, dismantled, partially dismantled or discarded; or

(B) inoperable and has remained inoperable for more than:

(i) 72 consecutive hours, if the vehicle is on public property; or

(ii) 30 consecutive days, if the vehicle is on private property.

***Motor vehicle*** means a motor vehicle subject to registration under the Certificate of Title Act, V.T.C.A., Transportation Code § 501.001 et seq., except that for the purposes of sections 38-201, 38-202 and 38-204, such term shall include a motorboat, outboard motor or vessel subject to registration under V.T.C.A., Parks and Wildlife Code § 31.001 et seq.

***Special interest vehicle*** means a motor vehicle of any age that has not been altered or modified from the original manufacturer's specifications, and is being preserved by hobbyists because of the historic interest of such vehicle.

**SECTION II.**

**JUNKED VEHICLE DECLARED TO BE PUBLIC NUISANCE; AUTHORITY TO REMOVE; EXCEPTIONS.**

1. The City Council finds and determines that a junked vehicle, including a part of a junked vehicle, which is visible at any time of the year from a public place or public right-of-way:

(A) is detrimental to the safety and welfare of the public;

(B) tends to reduce the value of private property;

(C) invites vandalism;

(D) creates a fire hazard;

(E) is an attractive nuisance creating a hazard to the health and safety of minors;

(F) produces urban blight adverse to the maintenance and continuing development of municipalities; and

(G) is a public nuisance.

2. Pursuant to the terms of this division and in accordance with the procedures herein established, the Police Department, whose officers are hereby authorized to

remove, or cause the removal of, a vehicle, or part thereof, that constitutes a public nuisance and which is located on a public right-of-way, or public or private property.

3. This division shall not apply to a vehicle or vehicle part that is completely enclosed within a building in a lawful manner where it is not visible from the street or other public property, a vehicle that is parked or stored in a lawful manner on private residential property under a carport, a vehicle or vehicle part that is stored or parked in a lawful manner on private property in connection with the business of a licensed vehicle dealer or junkyard, or an unlicensed operable or inoperable antique or special interest vehicle stored by a collector on the collector's property, if the vehicle and the outdoor storage area are maintained in a manner so that they do not constitute a public health hazard and are screened from ordinary public view by means of a fence, rapidly growing trees, shrubbery, or other appropriate means. A tarp is not an appropriate means of cover.

**SECTION III.**

**PROCEDURES FOR REMOVAL.**

1. No junked vehicle constituting a public nuisance may be removed except upon the order of the Municipal Judge of the City of Cut and Shoot, Texas, following written notice. The notice must state the nature of the public nuisance, that it must be removed and abated before the expiration of the tenth (10th) day following the receipt of such notice, and that a request for a hearing must be made before the expiration of the ten (10) day period. The notice must be mailed by certified mail with a five (5) day return receipt requested, to the last 'known registered owner of the junked vehicle and any lien holder of record. If the post office address of the last known registered owner of the junked vehicle is unknown, notice to the last known registered owner may be placed on the junked vehicle.

2. In addition to the notice required by subsection (1) of this section, for a nuisance located upon private property, like notice shall be sent to the owner or occupant of the private premises upon which the junked vehicle is located.

3. In addition to the notice required by subsection (1) of this section, for a nuisance located upon public property or upon a public right-of-way, like notice shall be sent to the owner or occupant of the public premises upon which the junked vehicle is located, or to the owner or occupant of the private premises adjacent to the public right-of-way upon which the junked vehicle is located.

4. In addition to the required contents, the notice may set forth the time, date and location at which the public hearing shall be conducted if requested. If so included, notice of the public hearing shall be deemed given.

5. If any notice required by this section is returned undelivered by the United States Post Office, or in the event notice shall be given by placement on the junked vehicle, official action to abate the nuisance shall be continued to the tenth (10th) day following the date of return. Notice given by placement on the junked vehicle shall be deemed returned on the tenth (10th) day following the date upon which such notice was placed upon the junked vehicle.

## SECTION IV.

## REMOVAL HEARING.

1. If required by the owner or lien holder of the motor vehicle, or by the owner or occupant of the premises upon which the motor vehicle is located, or if located upon a public right-of-way by the owner or occupant of the adjacent premises, a public hearing shall be held before the Municipal Judge to determine if the motor vehicle constitutes a public nuisance as provided in this division. At the hearing, it is presumed unless otherwise demonstrated by the owner, that the vehicle is inoperable. If, at the conclusion of such hearing, the Municipal Judge shall find and determine that the motor vehicle constitutes a public nuisance as provided by this division, he shall order the immediate removal of such vehicle by officers of the Police Department.

2. Where actual notice of certified mail shall be received by all persons entitled thereto pursuant to this division, the public hearing may be waived in the event of the failure of such persons to make timely request for hearing. In the event actual notice by certified mail shall not be received by any such party, such public hearing shall be conducted before the Municipal Judge prior to ordering the removal of the motor vehicle.

3. Each order of removal shall include a description of the vehicle and the correct identification number and license number if the information is available at the site. In addition, such order shall require the demolition of the junked vehicle and shall prohibit it from being reconstructed or made operable following its removal.

## SECTION V.

**ENFORCEMENT AUTHORITY.**

1. The Police Department, whose officers shall be authorized to administer the procedures authorized by this division and may enter upon private property for the purposes of examining a motor vehicle or vehicle part for the purposes of determining whether or not any such vehicle constitutes a public nuisance as provided by this division, or for the purposes of obtaining information relevant to the identity of the vehicle or to place any notice upon such vehicle authorized by this division.

2. Removal of any such motor vehicle shall be supervised by the Police Department, whose officers may enter upon private property for the purposes of such removal and which may employ the service of private wreckers or towing equipment to effect such removal.

3. Not later than the fifth (5th) day following removal of the motor vehicle, the Police Department shall give notice of such removal to the State Department of Highways and Public Transportation and shall request the immediate cancellation of the certificate of title to the vehicle.

## SECTION VI.

**PENALTY:**

Any person or persons who violate any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction of any such violation, shall be fined not less than ten dollars *($10,00)* and not more than two hundred *($200.00)* dollars; and each day during which any violation shall constitute a separate and distinct offense.

## SECTION VII.

**SAVINGS CLAUSE:**

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

## SECTION VIII.

**REPEALING CLAUSE.**

Any matters in said Code which are contrary to existing Ordinances of the City of CUT AND SHOOT, Montgomery County, Texas, shall prevail and Ordinance No. _____ entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT, TEXAS, DECLARING JUNKED VEHICLES TO BE A PUBLIC NUISANCE; ESTABLISHING PROCEDURES FOR REMOVAL; PROHIBITING THE RECONSTRUCTION OR REPAIR OF REMOVED JUNKED VEHICLES; PROVIDING A PENALTY FOR VIOLATION THEREOF; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

## SECTION IX.

**TEXAS OPEN MEETINGS ACT.**

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 X.

**EFFECTIVE DATE.**

This ordinance shall take effect from and after the date of its publication in the official publication of the City of Cut and Shoot, Texas, which publication shall be sufficient if it contains the title of this ordinance and states a penalty provided therein for violation thereof.

**PASSED AND APPROVED** this the 11th day of November, 2010.

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

**LANG THOMPSON, Mayor**

**ATTEST:**

**AMY L. WADE, City Secretary**

**APPROVED AS TO FORM:**

**LARRY L. FOERSTER, City Attorney**

**ORDINANCE NO. 106**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT (or "City") declining to approve the Change in rates requested in Entergy Texas, Inc's ("ETI" or "Company") Statement of intent filed with the City on Nov 28, 2011; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS CONSIDERED WAS OPEN TO THE PUBLIC AND IN ACCORDANCE WITH TEXAS LAW.**

**WHEREAS,** ETI notified the City of its intent to file a statement of intent to change rates, including a reconciliation of fuel and purchased power costs;

**WHEREAS**, ETI filed with the City its Statement of intent and Application for Authority to Change Rates and to Reconcile Fuel Costs ("Statement of Intent");

**WHEREAS**, the City has duly noticed its consideration of the Company's Statement of intent and its acting within its authority under applicable law;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF CUT AND SHOOT, TEXAS THAT the City DECLINES to approve any and all changes in rates requested by ETI and included in ETI's Statement of Intent and that ETI's existing rates should stay in effect.**

**PASSED AND APPROVED ON THE 1st READING this 08th day of December, 2011.**

J. D. Roberts, Mayor

**ATTEST:**

Amy L. Wade, City Secretary

Entergy Texas
P.O. Box 2951
Beaumont, TX 77704
Tel 409 981 2135
Fax 409 981 2075

Vernon Pierce
Director of Customer Service

November 28, 2011

The Honorable J. David Roberts
City of Cut N' Shoot
P. O. Box 7364
Cut N' Shoot, TX 77306

Re: Entergy Texas, Inc. Statement of Intent to Change Rates

Dear Mayor Roberts:

Consistent with the notice letter sent to you in October 2011 of this year, Entergy Texas, Inc. (ETI) provides the enclosed Statement of Intent and Application for Authority to Change Rates and Reconcile Fuel Costs (Statement of Intent).

ETI requests that you act on this Statement of Intent within 35 days of the date of this letter so that the matter can be appealed to the Public Utility Commission of Texas, if necessary, where a concurrent proceeding is pending. A draft ordinance is enclosed for your convenience.

If you have any questions, please do not hesitate to contact your local customer service manager Renee Powers at 936-525-2074.

Sincerely,

Vernon Pierce

VP/th

Enclosure(s)

cc: CSM Renee Powers

Entergy Texas
Customer Service
2802 North Frazier
Conroe, TX 77303
Tel 936 525 2074
Fax 936 760 7490

Renee Powers
Customer Service Manager
dpower2@entergy.com

Motion made by Lang Thompson, seconded by Cliff Todhunter to pass the following ordinance.

**ORDINANCE NO. 107**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT, MONTGOMERY COUNTY, TEXAS TO CANCEL THE 2012 CITY OFFICERS ELECTION ON MAY 12TH AND DECLARE EACH UNOPPOSED CANDIDATE ELECTED TO OFFICE, IN ACCORDANCE WITH SECTION 2.052 AND SECTION 2.053 OF THE ELECTION CODE.**

**WHEREAS**, the City Council of Cut and Shoot, Texas has duly conducted an election filing period for the purpose of holding the 2012 City Officers Election within the incorporated limits of the City of Cut and Shoot on May 12th, 2012, as set out in the Election Code, and positions for election for two-year terms of office are Alderman Position No. 1, Alderman Position No. 3, and Alderman Position No. 5; and

**WHEREAS,** only one candidate filed all paperwork to have his/her name placed on the official ballot for the alderman positions available for the May 12th election; and

**WHEREAS**, the above declarations have been certified by the City Secretary as attached hereto;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CUT & SHOOT, TEXAS, THAT** in accordance with Section 2.052 and Section 2.053 of the Election Code, it declares that each unopposed candidate be elected to the office by order of this Ordinance; and cancels the city election set for May 12, 2012.

**PASSED** at a regular meeting of the City Council of Cut and Shoot, Texas held on 12th day of April, 2012.

Terry Mann
Terry Mann, Mayor Pro-Tem

ATTEST:

Amy L Wade
Amy Wade, City Secretary

## ORDER OF CANCELLATION

The City of Cut and Shoot hereby cancels the election scheduled to be held on May 12th, 2012 in accordance with Section 2.053(a) of the Texas Election Code. The following candidates have been certified as unopposed and are hereby elected as follows:

| CANDIDATE | OFFICE SOUGHT |
|---|---|
| Nyla Akin Dalhaus | Alderman Position No. 1 |
| Robert Moore III | Alderman Position No. 3 |
| Lang Thompson | Alderman Position No. 5 |

A copy of this order will be posted on Election Day at City Hall, 14391 Hwy 105 East.

Terry L Mann
Terry Mann, Mayor Pro-Tem

Amy L Wade
Amy L. Wade, City Secretary

04-12-2012
Date of Adoption

## City Secretary Certification

This is to certify that the filing period for places on the ballot of the **2012 City Officers Election** to be held on Saturday, May 12th was conducted at the City Hall during regular office hours beginning Monday, February 06th (Sec. 143.007, Election Code) and concluded Monday, March 05th at 5:00 p.m. (Section 144.055 (a), Election Code. Deadline for write-in candidates to file declarations of write-in candidacy was Monday, March 12, 2012 at 5:00 p.m.(5th day after the regular filing deadline, deadline is extended since regular deadline falls on weekend, Section 146.054, Election Code).

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 12, 2012.

**Filing results are as follows:**

| CANDIDATE | OFFICE SOUGHT |
|---|---|
| Nyla Akin Dalhaus | Alderman Position No. 1 |
| Robert Moore III | Alderman Position No. 3 |
| Lang Thompson | Alderman Position No. 5 |

Only one candidate's name is to be placed on the ballot for Alderman Person Position No. 1, Alderman Person Position No. 3 and Alderman person Position No. 5.

Election Code, Subchapter C, Election of Unopposed Candidate, Section 2.053.

Action on certification.

(a) On receipt of the certification, the governing body of the political subdivision by order or ordinance may declare each unopposed candidate elected to the office.

(b) If a declaration is made under Subsection (a), the election is not held. A copy of the order or ordinance shall be posted on Election Day at each polling place that would have been used in the election.

(b) A certificate of election shall be issued to each candidate in the same manner as provided for a candidate elected at the election.

CITY OF CUT AND SHOOT

Amy L. Wade

Amy L. Wade, City Secretary

MOTION was made by John Winters seconded by Richard Gregory to pass the following ordinance.

**ORDINANCE NO. 108**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT, TEXAS TO CANCEL THE 2015 CITY OFFICERS ELECTION ON MAY 09TH AND DECLARE EACH UNOPPOSED CANDIDATE ELECTED TO OFFICE, IN ACCORDANCE WITH SECTION 2.052 AND SECTION 2.053 OF THE ELECTION CODE.**

WHEREAS, the City Council of Cut and Shoot, Texas has duly conducted an election filing period for the purpose of holding the 2015 City Officers Election within the incorporated limits of the City of Cut and Shoot on May 09th, 2015 as set out in the Election Code, and positions for election for two year terms of office are Mayor, Alderman Position No. 2, and Alderman Position No. 4.

WHEREAS, only one candidate filed all paperwork to have his/her name placed on the official ballot for each of the positions available for the May 09th election; and

WHEREAS, no candidate applied to have his/her name placed on a list of write-in candidates for the May 09th election; and

WHEREAS, the above declarations have been certified by the City Secretary as attached hereto;

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF CUT AND SHOOT THAT in accordance with Section 2.052 and Section 2.053 of the Election Code, it declares that each unopposed candidate be elected to the office by order of this ordinance; and cancels the city election set for May 09, 2015.

PASSED at a regular meeting of the City Council of Cut and Shoot, Texas held on the 9th day of April, 2015.

Nyla Akin Dalhaus

Nyla Akin Dalhaus, Mayor ProTem

Amy L. Wade

Amy L. Wade, City Secretary

MOTION was made by _____ seconded by _____
to pass the following ordinance.

**ORDINANCE NO. 108**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT, TEXAS TO CANCEL THE 2015 CITY OFFICERS ELECTION ON MAY 09TH AND DECLARE EACH UNOPPOSED CANDIDATE ELECTED TO OFFICE, IN ACCORDANCE WITH SECTION 2.052 AND SECTION 2.053 OF THE ELECTION CODE.**

WHEREAS, the City Council of Cut and Shoot, Texas has duly conducted an election filing period for the purpose of holding the 2015 City Officers Election within the incorporated limits of the City of Cut and Shoot on May 09th, 2015 as set out in the Election Code, and positions for election for two year terms of office are Mayor, Alderman Position No. 2, and Alderman Position No. 4.

WHEREAS, only one candidate filed all paperwork to have his/her name placed on the official ballot for each of the positions available for the May 09th election; and

WHEREAS, no candidate applied to have his/her name placed on a list of write-in candidates for the May 09th election; and

WHEREAS, the above declarations have been certified by the City Secretary as attached hereto;

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF CUT AND SHOOT THAT in accordance with Section 2.052 and Section 2.053 of the Election Code, it declares that each unopposed candidate be elected to the office by order of this ordinance; and cancels the city election set for May 09, 2015.

PASSED at a regular meeting of the City Council of Cut and Shoot, Texas held on the 9th day of April, 2015.

Nyla Akin Dalhaus
Nyla Akin Dalhaus, Mayor ProTem

Amy L. Wade
Amy L. Wade, City Secretary

## City Secretary Certification

This is to certify that the filing period for places on the ballot of the **2015 City Officers Election** to be held on Saturday, May 09th was conducted at the City Hall during regular office hours beginning January 28, 2015 (Sec. 143.007, Election Code; 11.055 & 130.082 (g), Education Code) and concluded February 27, 2015 at 5:00 p.m. (Secs. 1.006, 143.007 (a), Election Code; Sec. 11.055). Deadline for write-in candidates to file declarations of write-in candidacy was February 27, 2015 at 5:00 p.m. (Section 146.054, Election Code).

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 9, 2015.

**Filing results are as follows:**

| CANDIDATE | OFFICE SOUGHT |
|---|---|
| Nyla Akin Dalhaus | Mayor |
| Cliff Todhunter | Alderman Position No. 2 |
| Belinda Lou Faulkner | Alderman Position No. 4 |

Only one candidate's name is to be placed on the ballot for Mayor, Alderman Person Position No. 2 and Alderman person Position No. 4.

Election Code, Subchapter C, Election of Unopposed Candidate, Section 2.053.

Action on certification.

(a) On receipt of the certification, the governing body of the political subdivision by order or ordinance may declare each unopposed candidate elected to the office.

(b) If a declaration is made under Subsection (a), the election is not held. A copy of the order or ordinance shall be posted on Election Day at each polling place that would have been used in the election.

(b) A certificate of election shall be issued to each candidate in the same manner as provided for a candidate elected at the election.

CITY OF CUT AND SHOOT

Amy L. Wade

Amy L. Wade, City Secretary

CERTIFICATION OF UNOPPOSED CANDIDATES
CUT AND SHOOT, TEXAS
*(CERTIFICACION DE CANDIDATOS)*

To: Presiding Officer of Governing Body
*Al: Presidente de la entidad gobernante*

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 9, 2015.

*Como autoridad a cargo de la preparacion de la boleta de votacion oficial, por la presente certifico que los siguientes candidatos son candidatos unicos para eleccion para un cargo en la eleccion que se llevara a cabo el May 9, 2015.*

List offices and names of candidates:
*Lista de cargos y nombres de los candidatos:*

| Office(s) *Cargo(s)* | Candidate(s) *Candidato(s)* |
|---|---|
| Mayor | Nyla Akin Dalhaus |
| Alderman Position 2 | Cliff Todhunter |
| Alderman Position 4 | Belinda Lou Faulkner |

Amy L Wade
Signature *(Firma)*

Amy L. WADE
Printed Name *(Nombre en letra de molde)*

City Secretary
Title *(Puesto)*

04-06-2015
Date of signing *(Fecha de firma)*

(Seal) *(sello)*

**ORDINANCE NO. 109**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT, TEXAS, (or "City") declining to approve the change in rates requested in Energy Texas, Inc.'s ("ETI" or "Company") Statement of Intent filed with the City July 2013; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS CONSIDERED WAS OPEN TO THE PUBLIC AND IN ACCORDANCE WITH TEXAS LAW.**

**WHEREAS**, ETI notified the City of its intent to file a statement of intent to change rates, including a reconciliation of fuel and purchased power costs;

**WHEREAS**, ETI filed with the City its Statement of Intent and Application for authority to change Rates and to Reconcile Fuel Costs ("Statement of Intent");

**WHEREAS**, the City has duly noticed its consideration of the Company's Statement of Intent and is acting within its authority under applicable law;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF CUT AND SHOOT, TEXAS** THAT the City DECLINES to approve any and all changes in rates requested by ETI and included in ETI's Statement of Intent and that ETI's existing rates should stay in effect.

**PASSED AND APPRVED ON THE FIRST READING THIS 10th day of October, 2013.**

Lang Thompson, Mayor

**ATTEST:**

Amy L. Wade, City Secretary

**ORDINANCE NO. 110**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT, TEXAS, (or "City") declining to approve the change in rates requested in Entergy Texas, Inc.'s ("ETI" or "Company") Statement of Intent filed with the City June, 2015 AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS CONSIDERED WAS OPEN TO THE PUBLIC AND IN ACCORDANCE WITH TEXAS LAW.**

**WHEREAS**, ETI notified the City of its intent to file a statement of intent to change rates;

**WHEREAS**, ETI filed with the City its Statement of Intent and application for authority to change Rates ("Statement of Intent");

**WHEREAS**, the City has duly noticed its consideration of the Company's Statement of Intent and is acting within its authority under applicable law;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF CUT AND SHOOT, TEXAS** THAT the City DECLINES to approve any and all changes in rates requested by ETI and included in ETI's Statement of Intent and that ETI's existing rates should stay in effect.

**PASSED AND APPROVED ON THE FIRST READING THIS 9th DAY OF JULY, 2015.**

Nyla Akin Dalhaus

Nyla Akin Dalhaus, Mayor

ATTEST:

Amy L. Wade

Amy L. Wade, City Secretary

ORDINANCE ///

**AN ORDINANCE ESTABLISHING A POLICY ON CARRYING FIREARMS IN THE CUT AND SHOOT CITY HALL; PROHIBITING CARRYING OF FIREARMS DURING CITY MUNCIPAL COURT PROCEEDINGS AND IN CITY OF CUT AND SHOOT MUNICIPAL COURT OFFICES; PROHIBITING OPEN CARRY OF HANDGUNS IN CITY COUNCIL CHAMBERS DURING GOVERNMENT MEETINGS SUBJECT TO THE TEXAS OPEN MEETINGS ACT; ORDERING THE POSTING OF NOTICES UNDER SECTIONS 30.06 AND 30.07 OF THE TEXAS PENAL CODE WHEN APPROPRIATE; PROVIDING EXCEPTIONS FOR PEACE OFFICERS, JUDICIAL OFFICERS AND OTHER PERSONS EXEMPTED BY LAW; PROVIDING PENALTIES; PROVIDING A REPEALING CLAUSE AND A SAVINGS CLAUSE; PROVIDING A TEXAS OPEN MEETINGS ACT CLAUSE; AND PROVIDING AN EFFECTIVE DATE OF THE ORDINANCE UPON PUBLICATION**

**WHEREAS**, pursuant to Texas Penal Code Section 46.01(5), a "handgun" means any firearm that is designed, made, or adapted to be fired with one hand; and

**WHEREAS**, a handgun license to carry (LTC) is valid in the State of Texas with certain statutory exceptions; and

**WHEREAS**, pursuant to Texas Penal Code Section 46.03, the carrying of a concealed handgun by a LTC license holder is permissible, with the exception of polling places on election day; municipal court rooms; and offices utilized by the municipal court; and

**WHEREAS,** the 84th Texas Legislature passed House Bill 910 that permits a person who has a LTC license to openly carry a handgun in a holster effective January 1, 2016; and

**WHEREAS**, pursuant to Texas Penal Code Section 46.035(c), the carrying of a handgun by a LTC license holder may be prohibited by city ordinance in a room or rooms where a governmental entity meets if the meeting is subject to the Texas Open Meetings Act and if a proper notice is posted; and

**WHEREAS**, the City Council desires to prohibit the open carrying of handguns in the City Hall during open meetings of the City Council and other meetings of city governmental entities which are held subject to the Texas Open Meetings Act as found in Chapter 551 of the Texas Government Code; and

**WHEREAS,** the City Council desires to establish certain policies and prohibitions in connection with the concealed carrying and open carrying of handguns by LTC holders in the City Hall where the municipal court conducts hearings and in rooms which are utilized by the municipal court;

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

**SECTION 1: Findings**

The foregoing recitals are hereby found to be true and correct and are adopted as findings of fact and conclusions of law by the City Council of Cut and Shoot, Texas, and made a part hereof for all purposes.

**SECTION 2: City Municipal Courtroom and Court Offices in City Hall**

The City Council hereby declares that the City Hall located at 14391 Highway 105 East, Cut and Shoot, Texas, serves as the City Municipal Courtroom and Municipal Court offices for the City of Cut and Shoot, Texas. The City Secretary is directed to place signs on the doors at the front entrance to the City Hall which place the public on notice that the Municipal Court Office is in the City Hall.

**SECTION 3: Open Carry of Handguns Prohibited in City Government Meetings**

The City Council hereby prohibits the open carrying of handguns in a City Council meeting and in any other governmental meeting in the City Hall when held subject to the Texas Open Meetings Act as found at Chapter 551 of the Texas Government Code, and orders that proper notice of such prohibition be posted at the entrance to the City Hall in accordance with Section 30.07 of the Texas Penal Code.

**SECTION 4: Firearms Prohibited in City Municipal Court Proceedings and Offices**

The City Council hereby prohibits firearms in the City Hall in Municipal Court offices and during Municipal Court proceedings as required by law; and orders that a proper notice of such prohibition be posted at the City Hall in accordance with Section 30.06 and Section 30.07 of the Texas Penal Code during Municipal Court proceedings.

**SECTION 5: Exceptions to Firearms Prohibitions**

The prohibitions found in this Ordinance are not applicable to a licensed peace officer; a judicial officer as defined in Section 411.201 of the Texas Government Code; and other persons listed in Section in 46.15 of the Texas Penal Code.

**SECTION 6: Penalties.**

A person who unlawfully carries a handgun in violation of the Texas Penal Code and this Ordinance commits an offense as provided for and defined in Section 46.035(g) of the Texas Penal Code, as amended.

**SECTION 7: Repealing Clause**

All other ordinances or parts of ordinances inconsistent or in conflict herewith, or to the extent of such inconsistency or conflict are hereby repealed.

**SECTION 8: Savings Clause**

The City Council of the City of Cut and Shoot, Texas does hereby declares that if any section, subsection, paragraph, sentence, clause, phrase, work or portion of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, that, in such event that it would have passed and ordained any and all remaining portions of this Ordinance without the inclusion of that portion or portions which may be so found to be unconstitutional or invalid, and declare that its intent is to make no portion of this Ordinance dependent upon the validity of any portion thereof, and that all said remaining portions shall continue in full force and effect.

**SECTION 9: Compliance with Texas Open Meetings Act**

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 10: Effective Date**

This Ordinance shall become effective upon its passage by the City Council and publication as provided by law.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT, TEXAS THIS 11th DAY OF FEBRUARY, 2016.**

Nyla Dalhaus

Nyla Dalhaus, Mayor

**ATTESTED:**

Amy L Wade

Amy Wade, City Secretary

ORDINANCE NO. 112

**A PUBLIC RIGHT-OF-WAY MANAGEMENT ORDINANCE BY THE CITY OF CUT AND SHOOT, TEXAS; REGULATING THE PHYSICAL USE, OCCUPANCY AND MAINTENANCE OF CITY RIGHTS-OF-WAY BY WIRELESS NETWORK PROVIDERS; DESCRIBING THE PURPOSE; PROVIDING DEFINITIONS; REQUIRING COMPLIANCE WITH THE CITY DESIGN MANUAL AND APPLICABLE CODES FOR THE INSTALLATION OF NETWORK NODES AND NODE SUPPORT POLES PURSUANT TO CHAPTER 284 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING CITY PROCEDURES FOR APPLICATIONS FOR PERMITS; ESTABLISHING TIME PERIODS FOR APPROVAL OF PERMIT APPLICATIONS; PROVIDING APPLICATION FEES AND ANNUAL PUBLIC RIGHT-OF-WAY RENTAL RATES; PROVIDING RESTRICTIONS ON PLACEMENT OF NETWORK NODES AND NODE SUPPORT POLES IN MUNICIPAL PARKS, RESIDENTIAL AREAS, HISTORIC DISTRICTS AND DESIGN DISTRICTS; PROVIDING INDEMNITY FOR THE CITY; PROVIDING REPEALING AND SAVINGS CLAUSES; PROVING A TEXAS OPEN MEETINGS ACT CLAUSE; AND PROVIDING AN EFFECTIVE DATE OF SEPTEMBER 1, 2017.**

**WHEREAS,** the City of Cut and Shoot, Texas ("City") recognizes that the State of Texas has delegated to the City the fiduciary duty, as a trustee, to manage the public right-of-way for the health, safety, and welfare of the public to Texas municipalities; and

**WHEREAS**, Chapter 284 of the Texas Local Government Code ("the Code") allows certain wireless network providers to install in the City's public rights-of-way their wireless facilities, described and defined in Section 284.002 of the Code as "Micro Network Nodes", "Network Nodes", and "Node Support Poles;" and

**WHEREAS**, as expressly allowed by Section 284.108 of the Code and pursuant to its police power authority reserved in Sec. 284.301 of the Code, the City has enacted a *Design Manual for the Installation of Network Nodes and Node Support Poles* ("the Design Manual") in order to meet its fiduciary duty to the citizens of the City, and to give assistance and guidance to wireless

telecommunications network providers to assist such companies in the timely, efficient, safe and aesthetically pleasing installation of technologically competitive equipment; and

**WHEREAS,** the City Council desires to regulate the installation of Network Nodes and Network Support Poles pursuant to Chapter 284 of the Code in a way that is fair, reasonable and nondiscriminatory.

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

## SECTION I
## FINDINGS OF FACT

The forgoing recitals are incorporated into this Right-of-Way Management Ordinance as findings of fact.

## SECTION II.
## USE OF PUBLIC RIGHTS-OF-WAY

### § 1.01 PURPOSE.

The purpose of this chapter is to:

(A) Assist the City in the competitively neutral and nondiscriminatory management of the physical use, occupancy and maintenance of its public rights-of-way by wireless network providers;

(B) Secure fair and reasonable compensation for the physical use and occupancy of the public rights-of-way by wireless network providers in a nondiscriminatory and competitively neutral manner; and

(C) Assist the City in protecting the public health, safety, and welfare.

### § 1.02 GOVERNING LAW.

This chapter shall be construed in accordance with Chapter 284 of the Texas Local Government Code ("the Code") to the extent not in conflict with the Constitution and laws of the United States or of the State of Texas.

## § 1.03 DEFINITIONS.

For the purpose of this chapter, the definitions found in the City *Design Manual for the Installation of Network Nodes and Node Support Poles* ("the Design Manual") are hereby incorporated into this chapter and shall apply unless the context clearly indicates or requires a different meaning. The following definitions as found in the Design Manual are specifically applicable to this chapter:

*Applicable codes* means:

(A) the City uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization; and

(B) local amendments to those codes to the extent not inconsistent with Chapter 284.

*City* means the City of Cut and Shoot, Texas or its lawful successor.

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

*Chapter 284* means Texas Local Government Code, Chapter 284.

*Code* means the Texas Local Government Code.

*Collocate* and *collocation* mean the installation, mounting, maintenance, modification, operation, or replacement of Network Nodes in a public right-of-way on or adjacent to a pole.

*Decorative pole* means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory City codes and ordinances.

*Design District* means an area that is zoned, or otherwise designated by municipal code, and for which the City maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

*Easement* means and shall include any public easement or other compatible use created by dedication, or by other means, to the City for public utility purposes or any other purpose whatsoever. "Easement" shall include a private easement used for the provision of utilities.

*Federal Communications Commission or FCC* means the Federal Administrative Agency, or lawful successor, authorized to oversee cable television and other multi-channel regulation on a national level.

*Highway right-of-way* means right-of-way adjacent to a state or federal highway.

*Historic district* means an area that is zoned or otherwise designated as a historic district under municipal, state, or federal law.

*Law* means common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance.

*Local* means within the geographical boundaries of the City.

*Location* means the City-approved and lawfully permitted location for the Network Node.

*Mayor* means the mayor of the City of Cut and Shoot, Texas.

*Micro network node* means a Network Node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

*Municipal park* means an area that is zoned or otherwise designated by the City as a public park for the purpose of recreational activity.

*Network node* means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:

(A) includes:

(i) equipment associated with wireless communications;

(ii) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and

(iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and

(B) does not include:

(i) an electric generator;

(ii) a pole; or

(iii) a macro tower

*Network provider* means:

(A) a wireless service provider; or

(B) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider:

(i) Network Nodes; or

(ii) Node Support Poles or any other structure that supports or is capable of supporting a network node.

*Node support pole* means a pole installed by a network provider for the primary purpose of supporting a Network Node.

*Permit* means a written authorization for the use of the public right-of-way or collocation on a service pole required from the City before a network provider may perform an action or initiate, continue, or complete a project over which the municipality has police power authority.

*Pole* means a service pole, City-owned utility pole, node support pole, or utility pole.

*Private easement* means an easement or other real property right that is only for the benefit of the

grantor and grantee and their successors and assigns.

*Provider* has the same meaning as "Network Provider."

*Public right-of-way* means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the City has an interest. The term does not include:

(A) a private easement; or

(B) the airwaves above a public right-of-way with regard to wireless telecommunications.

*Service pole* means a pole, other than a City-owned utility pole, owned or operated by the City and located in a public right-of-way, including:

(A) a pole that supports traffic control functions;

(B) a structure for signage;

(C) a pole that supports lighting, other than a decorative pole; and

(D) a pole or similar structure owned or operated by a municipality and supporting only network nodes.

*Street* means only the paved portion of the right-of-way used for vehicular travel, being the area between the inside of the curb to the inside of the opposite curb, or the area between the two parallel edges of the paved roadway for vehicular travel where there is no curb. A "Street" is generally part of, but smaller in width than the width of the entire right-of-way, while a right-of-way may include sidewalks and utility easements. A "Street" does not include the curb or the sidewalk, if either are present at the time of a permit application or if added later.

*Traffic Signal* means any device, whether manually, electrically, or mechanically operated by which traffic is alternately directed to stop and to proceed.

*Transport facility* means each transmission path physically within a public right-of-way, extending with a physical line from a Network Node directly to the network, for the purpose of providing backhaul for network nodes.

*User* means a person or organization which conducts a business over facilities occupying the whole or a part of a public street or right-of-way, depending on the context.

*Utility pole* means a pole that provides:

(A) electric distribution with a voltage rating of not more than 34.5 kilovolts; or

(B) services of a telecommunications provider, as defined by Chapter 284, Section 51.002, Utilities Code.

*Wireless service* means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a Network Node.

*Wireless service provider* means a person that provides wireless service to the public.

*Wireless facilities* mean "Micro Network Nodes," "Network Nodes," and "Node Support Poles" as defined in Texas Local Government Code, Chapter 284.

## § 1.04 USE AND OCCUPANCY OF PUBLIC RIGHTS-OF-WAY.

Pursuant to this chapter and subject to the Design Manual and the Code, a wireless network provider has the nonexclusive right to use and occupy the public rights-of-way in the City for the purpose of constructing, maintaining, and operating its facilities used in the provision of Wireless facilities.

The terms of this chapter shall apply to all wireless network providers' facilities used, in whole or part, in the provision of wireless services throughout the City, including any annexed areas upon the effective date of annexation or the date the City provides the company written notice, whichever date occurs later.

## § 1.05 COMPLIANCE WITH DESIGN MANUAL AND APPLICABLE CODES.

All wireless network providers shall comply with the terms of this right-of-way management ordinance, City applicable codes, and the terms and conditions of the City's Design Manual.

## § 1.06 GENERAL CONSTRUCTION AND MAINTENANCE REQUIREMENTS.

A network provider shall construct and maintain Network Nodes and Network Support Poles described in the Code in a manner that does not:

(A) Obstruct, impede, or hinder the usual travel or public safety on a public right-of-way;

(B) Obstruct the legal use of a public right-of-way by other utility providers;

(C) Violate nondiscriminatory applicable codes;

(D) Violate or conflict with the City's publicly disclosed public right-of-way design specifications; or

(E) Violate the federal Americans with Disabilities Act of 1990 (ADA).

## § 1.07 PERMIT APPLICATIONS.

(A) Except as otherwise provided in Chapter 284 of the Code, a network provider shall obtain a permit or permits from the City to install a Network Node, Node Support Pole, or Transport Facility in a City public right-of-way.

(B) As required by Chapter 284 of the Code, the City shall not require a network provider to perform services for the City for which the permit is sought.

(C) A network provider that wants to install or collocate multiple Network Nodes inside the municipal limits of the City is entitled to file a consolidated permit application with the City for not more than 30 Network Nodes and upon payment of the applicable fee(s), receive a permit or permits for the installation or collocation of those Network Nodes.

(D) The network provider shall provide the following information in its permit applications:

(1) Applicable construction and engineering drawings and information to confirm that the applicant will comply with the City's Design Manual and applicable codes;

(2) Any additional information reasonably related to the network provider's use of the public rights-of-way to ensure compliance with the Design Manual and this chapter;

(3) A certificate that the Network Node(s) complies with applicable regulations of the Federal Communications Commission; and certification that the proposed Network Node(s) will be placed into active commercial service by or for the network provider not later than the 60th day after the date of construction and final testing of each Network Node is completed.

(4) A certificate of insurance that provides that the Network Provider and its contractor has at least $1,000,000.00 in general liability coverage.

(E) **Exception:** As provided in Section 284.157 of the Code, a network provider is not required to apply, obtain a permit, or pay a rate to the City for:

(1) Routine maintenance that does not require excavation or closing of sidewalks or vehicular lanes in a public right-of-way;

(2) Replacing or upgrading a Network Node or Network Pole with a node or pole that is substantially similar in size or smaller and that does not require excavation or closing of sidewalks or vehicular lanes in a public right-of-way; or

(3) The installation, placement, maintenance, operation, or replacement of Micro Network Nodes that are strung on cables between existing poles or Node Support Poles in compliance with the National Electrical Safety Code;

(4) Notwithstanding Subdivision (D) above, the network provider or its contractors shall notify the City at least 24 hours in advance of work described in this Subdivision (D).

## § 1.08 INSTALLATION IN HISTORIC DISTRICTS OR DESIGN DISRICTS

A network provider must obtain advance written consent from the City Council before collocating new Network Nodes or installing new Node Support Poles in an area of the City that has been

zoned or otherwise designated as a historic district or as a design district if the district has decorative poles. The network provider shall be required to comply with the General Aesthetic Requirements described in the City's Design Manual. The City has the authority to designate new historic districts and design districts at a future date.

## § 1.09 INSTALLATION IN MUNICIPAL PARKS AND RESIDENTIAL AREAS

A network provider may not install a new Node Support Pole in a public right-of-way without the City Council's discretionary, nondiscriminatory and written consent if the public right-of way:

(1) Is in a municipal park; or

(2) Is adjacent to a street or thoroughfare that is:

i. Not more than 50 feet wide; and

ii. Adjacent to single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.

(3) In addition to the above, a network provider installing a Network Node or Node Support Pole in a public right-of way shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities.

(4) The network provider shall be further required to comply with guidelines set out in the City's Design Manual.

## § 1.10 MUNICIPAL REVIEW PROCESS BY THE CTIY.

(A) **Determination of Application Completeness**: The City shall determine whether the permit application is complete and notify the applicant of that determination:

(1) *For Network Nodes and Note Support Poles*: no later than 30 days after the date the City receives the permit application.

(2) *For a Transport Facility:* no later than 10 days after the date the City receives the permit application.

(B) **Approval or Denial of Application:** The City shall approve or deny a completed application after the date it is submitted to the City:

(1) *For Network Nodes:* No later than 60 days after the date the City receives the complete application.

(2) For *Network Support Poles:* No later than 150 days after the date the City receives the complete application.

(3) *For Transport Facilities:* No later than 21 days after the City receives the complete application.

(C) **Basis for Denial of Application:** If an application is denied by the City, it shall document the basis for the denial, including the specific applicable City code provisions or other City rules, regulations, or other law on which the denial is based. The documentation for the denial must be sent by electronic mail to the applicant on or before the date that the City denies the application.

(D) **Resubmission of Denied Application**: The applicant may cure the deficiencies identified in the denial application.

(1) The applicant has 30 days from the date the City denies the completed application to cure the deficiencies identified in the denial documentation without paying an additional application fee, other than any fee for actual costs incurred by the City.

(2) The City shall approve or deny the revised completed application after a denial not later than the 90th day after the City receives the revised completed application. The City's review shall be limited to the deficiencies cited in the denial documentation.

(E) **Nondiscriminatory Review**: Each completed application shall be processed by the City on a nondiscriminatory basis.

**§ 1.11 TIME OF INSTALLATION.**

A network provider shall begin installation for which a permit is granted not later than six months after final approval of the application and shall diligently pursue installation to completion. The City Mayor may in his/her sole discretion grant reasonable extensions of time as requested by the network provider.

**§ 1.12 APPLICABLE FEES AND RENTAL RATES TO THE CITY.**

(A) As compensation for the network provider's use and occupancy of the City public rights-of-way, the network provider shall pay application fees and annual public right-of-way rental rates as set forth below, which shall be in lieu of any lawful tax, license, charge, right-of-way permit, use, construction, street cut or inspection fee; or other right-of-way related charge or fee, whether charged to the network provider or its contractor(s) within the City, except the usual general ad

valorem taxes, special assessments and sales tax levied in accordance with state law and equally applicable to all general businesses in the City.

(B) **Network Nodes:**

(1) **Application Fee**: The application fee shall be $100.00 for each Network Node for up to but not more than 30 Network Nodes.

(2) **Annual Public Right-of-Way Rate Fee**: The annual public right-of-way rate shall be $250.00 per Network Node installed in the City public rights-of-way.

(3) **Public Right-of-Way Rate Adjustment**: As provided in Section 284.054 of the Code, the City may adjust the amount of the annual public right-of-way rate not more than annually by an amount equal to one-half the annual change, if any, in the Consumer Price Index (CPI). The City shall provide written notice to each network provider of the new rate; and the rate shall apply to the first payment due to the City on or after the 60th day following the written notice.

(C) **Node Support Poles**:

(1) The application fee for each Network Support Pole shall be $100.00.

(D) **Transfer Facilities**:

(1) The application fee for each Transfer Facility shall be $100.00.

(2) The annual Transfer Facility rental rate shall be $28.00 monthly for each Network Node site located in a public right-of-way. However, no rate is required if the network provider is already paying the City an amount equal to or greater than the amount of other City right-of-way fees for access lines under Chapter 283 of the Code or cable franchise fees under Chapter 66 of the Texas Utility Code.

(E) **Micro Network Nodes**:

(1) No application fee is required for a Micro Network Node if the installation is attached on lines between poles or node support poles.

(F) **Collocation of Network Nodes on Service Poles**

(1) Subject to the City's Pole Service Agreement, the collocation of Network Nodes on City service poles shall be at a rate of $20.00 per year per service pole.

(G) **City-Owned Municipal Utility Poles**:

(1) A network provider shall pay an annual pole attachment rate for the collocation of a Network Node supported by or installed on a City-owned utility pole based upon

the pole attachment rate consistent with Section 54.024 of the Texas Utilities Code, applied on a per-foot basis.

(H) The City shall not seek or accept in-kind services in lieu of or as additional payment or consideration from any user of the public rights-of-way for use of the public rights-of-way.

**§ 1.13 INDEMNITY.**

As provided in Section 284.302 of the Code, a wireless Network Provider shall indemnify, defend, and hold the City harmless from and against all liability, damages, cost, and expense, including reasonable attorney's fees, arising from injury to person or property proximately caused by the negligent act or omission of the Network Provider. The City shall promptly notify the Network Provider of any claims, demands, or actions ("claims") covered by this indemnity after which the Network Provider shall defend the claims. The Network Provider shall have the right to defend and compromise the claims. The City shall cooperate in the defense of the claims. The foregoing indemnity obligations shall not apply to claims arising solely from the negligence of City; however, they shall apply in the case of all claims which arise from the joint negligence of the Network Provider and the City; provided that in such cases, the amount of the claims for which the City shall be entitled to indemnification shall be limited to that portion attributable to the Network Provider. Nothing in this section shall be construed as waiving any governmental immunity available to the City under state law or waiving any defenses of the parties under state law.

**§ 1.14 EFFECT ON OTHER UTILITIES AND TELECOMMUNICATION PROVIDERS.**

Nothing in this Ordinance shall govern attachment of Network Nodes on poles and other structures owned or operated by investor-owned electric utilities, electric cooperatives, telephone cooperatives, or telecommunication providers.

## SECTION III.
## REPEALING ALL ORDINANCES IN CONFLICT

All other ordinances or parts of ordinances inconsistent or in conflict herewith, or to the extent of such inconsistency or conflict are hereby repealed.

## SECTION IV.
## SAVINGS CLAUSE

This City Council of the City of Cut and Shoot, Texas does hereby declare that if any section, subsection, paragraph, sentence, clause, phrase, work or portion of this Ordinance is declared invalid, or unconstitutional, by a court of competent jurisdiction, that, in such event that it would have passed and ordained any and all remaining portions of this Ordinance without the inclusion of that portion or portions which may be so found to be unconstitutional or invalid, and declare that its intent is to make no portion of this Ordinance dependent upon the validity of any portion thereof, and that all said remaining portions shall continue in full force and effect.

## SECTION V.
## COMPLIANCE WITH OPEN MEETINGS ACT

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 VI.
## EFFECTIVE DATE.

This Ordinance shall become effective on September 1, 2017.

**PASSED AND APPROVED** ON THIS THE 10 DAY OF AUGUST 2017.

James M. Berry

~~Kyle Dallman~~ Mayor- Pro-tem
James M. Berry

ATTEST:

Amy Wade, City Secretary

ORDINANCE NO. 113

**AN ORDINANCE BY THE CITY OF CUT AND SHOOT, TEXAS, APPROVING A DESIGN MANUAL FOR THE INSTALLATION OF NETWORK NODES AND NODE SUPPORT POLES; AND APPROVING A POLE ATTACHMENT AGREEMENT REGULATING THE INSTALLATION OF NETWORK NODES ON CITY SERVICE POLES AND UTILITY POLES; DECLARING GOVERNING LAW; PROVIDING REPEALING AND SAVINGS CLAUSES; PROVIDING A TEXAS OPEN MEETINGS ACT CLAUSE; AND PROVIDING AN EFFECTIVE DATE OF SEPTEMBER 1, 2017.**

**WHEREAS,** the City of Cut and Shoot, Texas ("City") recognizes that the State of Texas has delegated to the City the fiduciary duty, as a trustee, to manage the public right-of-way for the health, safety, and welfare of the public to Texas municipalities; and

**WHEREAS**, Chapter 284 of the Texas Local Government Code ("the Code") allows certain wireless network providers to install in the public rights-of-way their wireless facilities, described and defined in Section 284.002 of the Code as "Micro Network Nodes", "Network Nodes", and "Node Support Poles;" and

**WHEREAS**, as expressly allowed by Section 284.108 of the Code and pursuant to its police power authority reserved in Sec. 284.301 of the Code, the City desires to enact a *Design Manual by the City of Cut and Shoot, Texas for the Installation of Network Nodes and Node Support Poles* ("the Design Manual") in order to meet its fiduciary duty to the citizens of the City, and to give assistance and guidance to wireless telecommunications network providers to assist such companies in the timely, efficient, safe and aesthetically pleasing installation of technologically competitive equipment; and

**WHEREAS,** the City Council desires to approve a *Pole Attachment Agreement* by which wireless telecommunication network providers may attach and collocate their network nodes on city service and utility poles subject to the Code, the Design Manual, and the City Right-of-Way Management Ordinance.

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

## SECTION I
## FINDINGS OF FACT

The forgoing recitals are incorporated into this Ordinance as true and correct findings of fact.

## SECTION II.
## APPROVING DESIGN MANUAL

The City Council hereby approves the *Design Manual by the City of Cut and Shoot, Texas for the Installation of Network Nodes and Node Support Poles*, which is attached here as Exhibit "A."

## SECTION III.
## APPROVING POLE ATTACHMENT AGREEMENT

The City Council hereby approves the *Pole Attachment Agreement*, which is attached here as Exhibit "B."

## SECTION IV.
## GOVERNING LAW

This Ordinance shall be construed in accordance with Chapter 284 of the Texas Local Government Code ("the Code") to the extent not in conflict with the Constitution and laws of the United States or of the State of Texas.

## SECTION V.
## REPEALING ALL ORDINANCES IN CONFLICT

All other ordinances or parts of ordinances inconsistent or in conflict herewith, or to the extent of such inconsistency or conflict are hereby repealed.

## SECTION VI.
## SAVINGS CLAUSE

This City Council of the City of Cut and Shoot, Texas does hereby declares that if any section, subsection, paragraph, sentence, clause, phrase, work or portion of this Ordinance is declared invalid, or unconstitutional, by a court of competent jurisdiction, that, in such event that

it would have passed and ordained any and all remaining portions of this Ordinance without the inclusion of that portion or portions which may be so found to be unconstitutional or invalid, and declare that its intent is to make no portion of this Ordinance dependent upon the validity of any portion thereof, and that all said remaining portions shall continue in full force and effect.

**SECTION V.**
**COMPLIANCE WITH OPEN MEETINGS ACT**

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 VI.**
**EFFECTIVE DATE.**

This Ordinance shall become effective on September 1, 2017.

**PASSED AND APPROVED** ON THIS THE 10TH DAY OF AUGUST 2017.

James M. Berry

~~Nyla Dallhaus~~, Mayor – Protem
James M. Berry

ATTEST:

Amy L Wade

Amy Wade, City Secretary

ORDINANCE NO. 114

**AN ORDINANCE BY THE CITY OF Cut and Shoot, TEXAS ("CITY") DENYING THE RATE INCREASE REQUEST OF ENTERGY TEXAS, INC. FILED ON MAY 15, 2018; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE**

WHEREAS, on or about May 15, 2018, Entergy Texas, Inc. ("Entergy") filed a Statement of Intent with the City to increase electric rates in the Entergy Service Area by $16.7 million per year for the first two years rates would be in effect and $117.6 million per year thereafter;

WHEREAS, the City of Cut and Shoot suspended the effective date of Entergy's rates within its jurisdictional limits until September 17, 2018, and hired the Lawton Law Firm, P.C. to review the Company's rate change request and proposed tariffs;

WHEREAS, the expert utility rate consultants retained to review the Company's rate increase on behalf of the City have proposed a total of about $120 million in consolidated adjustments to Entergy's revenue requirement and have concluded that Entergy has not justified the need for a rate increase. The consultants' analyses more than eliminate the Company's purported annual revenue increase, as set out in the recommendations made to the City in the Final Rate Report to Cities Steering Committee ("Report");

WHEREAS, the rate experts retained for the rate review have concluded that Entergy's rate filing request includes rate increases for Entergy's proposed cost of capital, depreciation rates, employee compensation—including bonus, stock awards and other compensation—benefits, and storm reserve charges, which are unjustified by Entergy's filing; and

WHEREAS, Entergy has failed to justify increasing the rates previously determined to be reasonable and necessary by this City and other Texas regulatory authorities; and

WHEREAS, the statutory deadline to act on Entergy's rate increase request is September 17, 2018;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF Cut and Shoot, TEXAS, THAT:

Section 1. That the statement and findings set out in the preamble to this Ordinance are hereby in all things approved and adopted.

Section 2. The City of Cut & Shoot hereby denies the rate increase and proposed tariff revisions requested in Entergy's Statement of Intent.

Section 3. Entergy is hereby ordered to continue operating under its existing approved rates.

Section 4. Entergy shall reimburse the City for the reasonable costs of attorney and consultant expenses related thereto, upon the presentation of invoices reviewed by the Steering Committee.

Section 5. The meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 6. This ordinance shall become effective from and after its passage.

PASSED AND APPROVED this 12th day of July, 2018.

Lydia Akin Dalhaus
Mayor

ATTEST:

Amy L Wade
City Secretary

ORDINANCE NO. 115

ORDINANCE OF THE CITY OF Cut and Shoot, TEXAS AUTHORIZING THE SUSPENSION OF THE EFFECTIVE DATE FOR AN ADDITIONAL NINETY (90) DAYS BEYOND THE JUNE 19, 2018, EFFECTIVE DATE PROPOSED BY ENTERGY TEXAS, INC., IN CONNECTION WITH ITS RATE INCREASE APPLICATION ENTITLED "APPLICATION OF ENTERGY TEXAS, INC. FOR AUTHORITY TO CHANGE RATES", FILED ON MAY 15, 2018; AUTHORIZING PARTICIPATION WITH THE ENTERGY TEXAS, INC. SERVICE AREA CITIES STEERING COMMITTEE HIRING OF EXPERTS; AUTHORIZING THE CITY'S PARTICIPATION TO THE FULL EXTENT PERMITTED BY LAW AT THE PUBLIC UTILITY COMMISSION OF TEXAS, REQUIRING REIMBURSEMENT OF MUNICIPAL RATE CASE EXPENSES; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT, AND DECLARING AN EFFECTIVE DATE

WHEREAS, on or about May 15, 2018, Entergy Texas, Inc. ("Entergy") filed a Statement of Intent with the City to increase electric rates and implement tariff rider surcharges in the Entergy Service Area; and

WHEREAS, Cities have exclusive original jurisdiction over the rates, operations and services of an electric utility in areas in the municipality pursuant to the Public Utility Regulatory Act §33.001(a); and

WHEREAS, Public Utility Regulatory Act § 33.021 requires a local regulatory authority to make a reasonable determination of rate base, expenses, investment and rate of return and retain the necessary personnel to determine reasonable rates; and

WHEREAS, the City's reasonable cost for regulatory expenses in ratemaking proceedings shall be reimbursed by the electric utility under Public Utility Regulatory Act § 33.023; and

WHEREAS, given the complexity of the proposed rate increase and the need to fully review the proposed base rate and riders, it is necessary to suspend the effective date for implementing the proposed rates until at least September 17, 2018 in order to allow the City's rate experts sufficient time to determine the merits of Entergy's proposed rates; and

WHEREAS, in order to maximize the efficient use of resources and expertise in reviewing, analyzing, and investigating Entergy's base rate increase request and

Entergy's proposed rate riders, City's efforts will be coordinated with similarly situated municipalities through the Entergy Texas, Inc. Cities Service Area Steering Committee; and

WHEREAS, the City will join with other Entergy service area municipalities in a steering committee in order to coordinate the hiring and direction of counsel and consultants working on behalf of the steering committee and the City; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF Cut and Shoot, TEXAS, THAT:

Section 1. That the statement and findings set out in the preamble to this ordinance are hereby in all things approved and adopted.

Section 2. The effective date of Entergy's proposed rate increase, and the proposed tariffs related thereto, is hereby suspended for an additional ninety (90) days until September 17, 2018 in order to complete the review and investigation by City's experts.

Section 3. The City is authorized to join with other municipalities as part of the Entergy Texas, Inc. Service Area Steering Committee with the understanding that the steering committee will provide direction and guidance to the lawyers who are representing cities in the Entergy Texas, Inc. service area.

Section 4. The Steering Committee shall review the invoices of the lawyers and rate experts for reasonableness.

Section 5. City's legal representatives shall have the right to obtain additional information from Entergy through the service of requests for information.

Section 6. Entergy shall reimburse the City, for the reasonable costs of attorney and consultant expenses related thereto, upon the presentation of invoices reviewed by the Steering Committee.

Section 7. The meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 8. This Ordinance shall become effective from and after its passage.

PASSED AND APPROVED this 12th day of July, 2018.

Yufa Wm Dalhaus

ATTEST:

Amy L Wade

City Secretary

ORDINANCE NO. 116

AN ORDINANCE BY THE CITY OF CUT AND SHOOT, TEXAS ("CITY") DENYING, THE RATE INCREASE REQUEST OF ENTERGY TEXAS, INC. FILED ON MAY 15, 2018; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, on or about May 15, 2018, Entergy Texas, Inc. ("Entergy") filed a Statement of Intent with the City to increase electric rules in the Entergy Service Area by $16.7 million per year for the first two years rates would be in effect and $117.6 million per year thereafter.

WHEREAS, the City of Cut and Shoot suspended the effective date of Entergy's rates within its jurisdictional limits until September 17, 2018, and hired the Lawton Law Firm, P.C. to review the Company's rate change request and proposed tariffs;

WHEREAS, the expert utility rate consultants retained too review the Company's rate increase on behalf of the City have proposed a total of about $120 million in consolidated adjustments to Entergy's revenue requirement and have concluded that Entergy has not justified the need for a rate increase. The consultants' analyses more that eliminate the Company's purported annual revenue increase, as set out in the recommendations made to the City in the Final Rate Report to Cities Steering Committee (Report");

WHEREAS, the rate experts retained for the rate review have concluded that Entergy's rate filing request includes rate increases for Entergy's proposed cost of capital, depreciation rates, employee compensation—including bonus, stock awards and other compensation—benefits, and storm reserve charges, which are unjustified by Entergy's filing; and

WHEREAS, Entergy has failed to justify increasing the rates previously determined to be reasonable and necessary by this City and other Texas regulatory authorities; and

WHEREAS, the statutory deadline to act on Entergy's rate increase request is September 17, 2018;

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

Section 1. That the statement and findings set out in the preamble to this Ordinance are hereby in all things approved and adopted.

Section 2. The City of Cut and Shoot hereby denies the rate increase and proposed tariff revisions requested in Entergy's Statement of Intent.

Section 3. Entergy is hereby ordered to continue operating under its existing approved rates.

Section 4. Entergy shall reimburse the City for the reasonable costs of attorney and consultant expenses related thereto, upon the presentation of invoices reviewed by the Steering Committee.

Section 5. The meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 6. This ordinance shall become effective from and after its passage.

PASSED AND APPROVED this 13th day of September, 2018.

Nyla Akin Dalhaus

Nyla Akin Dalhaus, Mayor

Amy L. Wade

Amy L. Wade, City Secretary

**ORDINANCE NO. 117**

**AN ORDINANCE BY THE CITY OF CUT AND SHOOT, TEXAS ("CITY") APPROVING THE SETTLEMENT FILED IN ENTERGY TEXAS, INC.'S RATE PROCEEDING INITIATED ON MAY 15, 2018; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE**

WHEREAS, on or about May 15, 2018, Entergy Texas, Inc. ("ETI" or "Company") filed a Statement of Intent with the City to increase electric rates in its service area by $117.5 million per year;

WHEREAS, ETI proposed to offset the first two years of the rate increase by about $100.8 million per year for income taxes that it over-collected as a result of the Tax Cuts and Jobs Act of 2017 ("TCJA");

WHEREAS, the City suspended the effective date of ETI's rates within its jurisdictional limits until September 17, 2018, and retained the Lawton Law Firm, P.C. to review the Company's rate change request and proposed tariffs;

WHEREAS, the City denied ETI's rate request on September 13, 2018;

WHEREAS, concurrently with its filing with the City, the Company filed its Statement of Intent with the Public Utility Commission of Texas ("PUC" or "Commission") on May 15, 2018, under Docket No. 48371;

WHEREAS, the City intervened in Docket No. 48371 at the Commission along with other cities pursuant to the Public Utility Regulatory Act ("PURA") § 33.025;

WHEREAS, ETI, PUC Staff, and other intervening parties participating in Docket No. 48371 have reached a settlement of ETI's base rate increase request;

WHEREAS, the settlement authorizes a $53.2 million increase to ETI's current adjusted revenues;

WHEREAS, the settlement provides that ETI will return to customers approximately $205 million (including interest) in excess deferred tax savings that accrued pursuant to the TCJA;

WHEREAS, the settlement provides that ETI will return to customers $25 million for tax over-collections in 2018 as a result of the TCJA;

WHEREAS, over the first four years rates are in effect, Residential customers will experience a $2.9 million annual decrease compared to current rates, Small General Service customers will receive a $1.3 million annual increase, and Street Lighting rates will decrease by about $900,000 per year. The impact on the remaining rate classes will average out to a $3.6 million annual decrease for General Service customers, a $700,000 annual increase for Large General Service customers, and $1.1 million annual increase for Large Industrial Power Service customers.

WHEREAS, having reviewed the Company's rate change request and the terms of the proposed settlement, the Lawton Law Firm has recommended approval of the settlement agreement;

WHEREAS, settlement of the case will reduce the risk of an unanticipated or negative outcome and will also reduce litigation expenses; and

WHEREAS, the settlement will result in a just and reasonable outcome and is in the public interest.

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

Section 1. That the statement and findings set out in the preamble to this Ordinance are hereby in all things approved and adopted.

Section 2. The settlement agreement proposed in PUC Docket No. 48371 is approved.

Section 3. The meeting at which this ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 4. This ordinance shall become effective from and after its passage.

PASSED AND APPROVED this 11th day of October, 2018.

Nyla Akin Dalhaus

MAYOR, Nyla Akin Dalhaus

ATTEST:

Amy L. Wade

Amy L. Wade, City Secretary

Motion was made by Ryan Wallace, and seconded by Belinda Faulkner, that the following Ordinance be passed:

**ORDINANCE NO. 118**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT, TEXAS, TO APPOINT AND APPROVE THE CITY COUNCIL TO SERVE AS THE BUILDING AND STANDARDS COMMISSION TO DETERMINE CASES OF ALLEGED VIOLATIONS OF CITY ORDINANCES RELATING TO SUBSTANDARD STRUCTURES AND OTHER UNSAFE AND UNHEALTHY CONDITIONS, AS CREATED BY CITY ORDINANCE NO. 78, DATED JANUARY 10, 2002; APPROVING PROCEDURES FOR SUBSTANDARD HOUSING INSPECTION AND ABATEMENT; REPEALING ALL ORDINANCES AND RESOLUTIONS IN CONFLICT; PROVIDING A SAVINGS CLAUSE; PROVIDING A TEXAS OPEN MEETINGS CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE AFTER PUBLICATION**

WHEREAS, the City Council of the City of Cut and Shoot, Texas, has passed City Ordinance No. 78, dated January 10, 2002, to regulate unsafe and substandard buildings and unhealthy conditions within the City, as authorized under Chapter 54, Subchapter C, of the Texas Local Government Code (the "Code"); and

WHEREAS, said City Ordinance No. 78 creates a Building and Standards Commission, as authorized by Section 54.033 of the Code; and

WHEREAS, Section 54.033(b) of the Code authorizes the City Council to appoint at least one panel composed of at least five (5) members of the Building and Standards Commission; and

WHEREAS, Section 54.034 of the Code authorizes the City Council to designate the appropriate official of the City to present all cases before the Building and Standards Commission; and

WHEREAS, the City Council finds that it is in the best interest of the City that the City Council appoints itself composed of at least five (5) members to serve as the Building and Standards Commission; and

WHEREAS, the City Council finds that City Attorney, or his/her designee, should serve

as the official to present all cases of violations of city ordinances to the Building and Standards Commission;

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

## SECTION I -- RECITALS

The City Council finds that the above recitals are true and correct, and adopts them for the purposes of this Ordinance.

## SECTION II – BUILDINGS AND STANDARD COMMISSION

The City Council hereby appoints a panel composed of the city mayor and at least four (4) city council members as the City's Building and Standards Commission.

## SECTION III – SUBSTANDARD HOUSING INSPECTIONS AND ABATEMENT PROCEDURES

The City Council hereby adopts "Substandard Housing Inspections and Abatement Procedures" which are attached and incorporated here as Exhibit "A".

## SECTION IV – DESIGNATION OF CITY ATTORNEY

The City Attorney for the City of Cut and Shoot, or his/her designee, is hereby designated as the official to present all cases of violations of City ordinances to the Buildings and Standards Commission.

## SECTION V – SAVINGS CLAUSE

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional, such portion shall be deemed a separate and independent provision; and such holding shall not affect any of the remaining provisions of this Ordinance.

## SECTION VI – REPEALING CLAUSE

All ordinances and resolutions, and parts of ordinances and resolutions, in conflict with the provisions of this Ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this Ordinance shall be cumulative of other ordinances and resolutions regulating and governing the subject matter covered by this Ordinance.

## SECTION VII – TEXAS OPEN MEETINGS ACT

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 VIII – EFFECTIVE AFTER PUBLICATION

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

PASSED AND APPROVED this 13th day of December 2018.

CITY OF CUT AND SHOOT, TEXAS

~~Nyla Dalhaus,~~ Mayor
Tom Robinson, Mayor Pro-Tem

ATTEST:

Amy Wade, City Secretary

# City of Cut and Shoot, Texas
# Substandard Housing Inspection and Abatement Procedures

1. Identify substandard structure by own action or by citizen complaint—via phone or on sight.

2. Visit the site to make initial determination and verification the premises is abandoned or unoccupied. (Before entering a premises, make sure you are following search and seizure laws.) If property is occupied, no hearings or demolition proceedings will take place. If the property is tenant-occupied, documentation may be gathered with their permission and proceedings can start once they vacate the premises.

3. If property is unoccupied and sufficient evidence from exterior suggests the structure is substandard or in need of repair, place placard on front door and take picture of posted notice for the file. The placard shall state the structure is condemned and no entry into the premises shall be allowed and shall bear the code enforcement contact information. The placard is an informal way to prevent further occupancy and to open communication with the property owner. (**Before entering a premises, make sure you are following search and seizure laws.)**

4. Allow 10 days for the property owner to contact you. Once contact is made seek owner's permission to enter the structure to document the violations and required repairs. **If no contact is made or permission to enter the structure cannot be obtained a search warrant will be necessary to document the violations and required repairs.**

5. During this 10-day period, research ownership of property—use maps for legal description and/or Montgomery County Appraisal District and/or Compliance Connections and/or County Clerk records. Determine if there is a mortgage on the property, and if so, get the contact information of each holder of a recorded lien. **You may need to obtain title report from a title company.**

6. Once the inspection is completed, a **notice of public hearing to be conducted by City Council acting as the Building Standards Commission must be posted on the front door and sent to each identified owner, mortgagee, lienholder, and stakeholder** and shall contain:

   (a) An identification, which is not required to be a legal description, of the building and the property on which it is located;

   (b) A description of the violation of the city standards that is present at the building (this description should be a detailed list of all deficiencies and violations);

(c) A statement that the city will vacate, secure, remove, or demolish the building or relocate the occupants of the building if the ordered action is not taken within a reasonable time;

(d) A statement that the owner, mortgagee, or lien holder will be required to submit at the hearing proof of the scope of any work that may be required to comply with this chapter and the time it will take to reasonably perform the work; and

(e) A public hearing date, time, and location. **(to be held after 10 days and within 30 days of notice)**

7. NOTICE MAILING AND POSTING REQUIREMENTS (Texas Local Gov't Code Sec 54.035)

Notice of all proceedings before the Commission must be given:

(1) by personal delivery or by certified mail, return receipt requested, to the record owners of the affected property, **and** each holder of a recorded lien against the affected property, as shown by the records in the office of the county clerk of Montgomery County if the address of the lienholder can be ascertained from the deed of trust establishing the lien and/or other applicable instruments on file in the office of the county clerk; and

(2) to all unknown owners, by posting a copy of the notice on the front door of each improvement situated on the affected property or as close to the front door as practicable.

(a) **The notice must be posted and either personally delivered or mailed on or before the 10th day before the date of the hearing before the Commission and must state the date, time, and place of the hearing. In addition, the notice must be published in a newspaper of general circulation in the municipality on one occasion on or before the 10th day before the date fixed for the hearing.**

(b) The Commission may file notice of a proceeding before the Commission in the Official Public Records of Real Property in the office of the Montgomery County Clerk. The notice must contain the name and address of the owner of the affected property if that information can be determined from a reasonable search of the instruments on file in the office of the county clerk, a legal description of the affected property, and a description of the proceeding. The filing of the notice is binding on subsequent grantees, lienholders, or other transferees of an interest in the property who acquire such interest after the filing of the notice and constitutes notice of the proceeding on any subsequent recipient of any interest in the property who acquires such interest after the filing of the notice.

(c) The City must exercise due diligence to determine the identity and address of a property owner or lienholder to whom the City is required to give notice.

(d) The City exercises due diligence in determining the identity and address of a property owner or lienholder when it searches the following records:

(1) county real property records of the Montgomery County Clerk;

(2) appraisal district records of the Montgomery County Appraisal District;

(3) records of the secretary of state, if the property owner or lienholder is a corporation, partnership, or other business association;

(4) assumed name records of the county in which the property is located;

(5) tax records of the City; and

(6) utility records of the City.

(e) When a municipality mails a notice in accordance with this section to a property owner or lienholder and the United States Postal Service returns the notice as "refused" or "unclaimed," the validity of the notice is not affected, and the notice is considered delivered.

8. Prior to posting the agenda for the public hearing, prepare a memorandum of recommendations with photographs to be included with the council packet.

9. Conduct public hearing and present staff recommendations. The property owner and any mortgagee or lien holder for the property are given an opportunity to defend themselves or offer to correct the deficiencies within a reasonable time as determined by the Commission.

10. **NOTE: It is always preferable that the property owner and any mortgagee or lien holder for the property be notified and have an opportunity to correct the deficiencies without further corrective action by the City. The Commission can order that such corrections be made within a reasonable time or the City will be authorized to correct them at the owner's cost.**

11. The following morning have City Attorney prepare the Commission's order for the Mayor's signature.

12. Mail copy of signed orders to owners/lien holders;

13. Publish the results of the Hearing: Give results of hearing to City secretary for publication in paper.

14. Post Order on building (take pictures for file). Important to try to get publication and posting of order as close as possible.

15. If owners/lien holders do not respond, send out for bids to demo building (use list of demo contractor) these have met the City requirements for insurance/bond etc.

16. **Important:** 30 days from the time the orders have been received by mail must be allowed for the home owners or lienholders to file suit, before issuing the contractor an order to proceed. **The 30 days starts when the certified mail return receipt is received as "delivered", "3 attempts made", or "refused"**

17. **Important**—new requirements call for the issuance of a demolition warrant for seizure of property signed by the Judge prior to actual demolition. You must coordinate with contractor—warrant is good for five days from date of issuance, you must have contractor seize property within this time limit. Once you have warrant issued, make sure contractor seizes, notate time and date and return warrant to City Secretary. She will return warrant to Municipal Court for filing.

18. Mail (certified mail) invoice to owner; include demolition costs, title cost and Administrative fee.

19. If owner fails to pay in 30 days, forward file to City Secretary for lien to be filed.

20. Close file and make sure all of the notices, orders, pictures, and documentation is scanned and recorded into the City records.

Prepared by Larry L. Foerster, City Attorney
December 5, 2018

Shoot PD

Larry Foerster <foerster@dfcllp.com>
Tuesday, December 4, 2018 4:07 PM
Amy Wade; Belinda Faulkner; Bill Green; Cliff Todhunter; Nyla Dalhaus; Nyla Dalhaus; Ryan Wallace; Thomas Robinson
pd@cutandshoot.org
Cut and Shoot agenda

Mayor and Council:

I suggest that you add the following to the December agenda for discussion and possible action (this relates to the complaint about the house at 4261 Rolling Hills.)

- Discuss and take possible action regarding updating city ordinances to enforce substandard unsafe buildings laws and also pubic health issues on properties within the City
- Discuss and take action on the City Council being designated the Buildings and Standards Commission for the City.

*Larry L. Foerster*
**Darden, Fowler & Creighton, LLP**
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Conroe, Texas 77301
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For more information about our law firm, please go to www.dfcllp.com

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ORDINANCE NO. 2018-118

**A TRAFFIC ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT, TEXAS REGULATING TRAFFIC IN THE CITY; DEFINING WORDS AND PHRASES; PROVIDING AUTHORITY TO THE CITY POLICE CHIEF OR DESIGNEE AND MONTGOMERY COUNTY, TEXAS TO INSTALL AND MAINTAIN TRAFFIC SIGNS ON CITY STREETS; PROVIDING REGULATIONS CONCERNING THE OPERATION OF MOTOR VEHICLES WITHIN THE CITY; PLACING PROHIBITIONS AGAINST OBSTRUCTION OF TRAFFIC, UNNECESSARY NOISE, AND TRUCK TRAVEL WITHIN THE CITY; PROVIDING CRIMINAL PENALITIES OF UP TO $500 FOR VIOLATING THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A TEXAS OPEN MEETINGS ACT CLAUSE; AND SETTING AN EFFECTIVE DATE AFTER PUBLICATION.**

**WHEREAS,** Section 311.002 of the Texas Transportation Code gives a general law city such as the City of Cut and Shoot, Texas, the exclusive control and authority to regulate highways, streets and alleys in the City; and

**WHEREAS,** the need for traffic control in the City of Cut and Shoot, Texas is of such importance to the safety of the residents of the City that regulation of vehicles through the streets and roads in the City is necessary to reduce the threat of vehicular and pedestrian accidents with the regular flow of traffic in the City; and

## ARTICLE I
## WORDS AND PHRASES DEFINED

**Section 1.** Wherever in this Ordinance the following terms are used, they shall have the meanings respectively ascribed to them in this section:

**City Council.** The city council of the City of Cut and Shoot, Texas.

**Motor Vehicle.** Every vehicle, as herein defined, which is self-propelled.

**Official Traffic Sign.** All signs, markings and devices, other than signals, not inconsistent with this Ordinance, placed or erected by the City of Cut and Shoot or under its direction, for guiding, directing, warning or regulating traffic.

**Operator.** As used in reference to a vehicle, a person who drives or has physical control of a vehicle.

**Owner**. As used in reference to a vehicle, a person who has a property interest in or title to a vehicle. The term:

(a) includes a person entitled to use and possess a vehicle subject to a security interest; and

(b) excludes a lienholder and a lessee whose lease is not intended as security.

**Parking.** The standing of a vehicle, whether occupied or not, upon a roadway, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading, or in obedience of traffic regulations or traffic signs and signals.

**Pedestrian**. Any person afoot.

**Police Officer.** Every police officer of the City of Cut and Shoot or any officer authorized by the State of Texas to direct or regulate traffic or to make arrests for violations of traffic regulations.

**Right-of-Way.** The privilege of the immediate use of the street or roadway.

**Roadway.** That portion of a street or highway between the regularly established boundary lines or that part devoted to vehicular traffic.

**Street or Highway.** Every way set apart for public travel, except footpaths.

**Traffic.** Pedestrians, ridden or herded animals, vehicles, and other conveyances either singly or together while using any street for the purpose of travel.

**Vehicle.** Every device in, upon or by which any person or property is or may be transported or drawn upon a public highway, excepting devices moved by human power or used exclusively upon stationary rails or tracks.

## ARTICLE II
## AUTHORITY OF POLICE DEPARTMENT

**Section 1. POLICE TO DIRECT TRAFFIC.** It shall be the duty of the Police Department of this City to enforce the provisions of this Ordinance. The Chief of Police and his Police Officers are hereby authorized to direct all traffic either in person or by means of visible or audible signal

in conformance with the provisions of this Ordinance, provided that in the event of a fire or other emergency or to expedite traffic or safeguard pedestrians, a Police Officer may direct traffic as conditions may require, notwithstanding the provisions of this Ordinance. The Police Department shall enforce within the City of Cut and Shoot, all applicable traffic laws of the State of Texas as defined in the Texas Transportation Code.

**Section 2. OBEDIENCE TO OFFICERS.** It shall be unlawful for any person to refuse to or fail to comply with any lawful order, signal or direction of a Police Officer.

**Section 3. EXEMPTIONS TO AUTHORIZED EMERGENCY VEHICLES.** The provisions of this Ordinance regulating the movement, parking and standing of vehicles shall not apply to law enforcement vehicles, fire department vehicles, or to ambulances, while the operator of such vehicle is operating the same in an emergency in the necessary performance of public duties. This exemption shall not, however, protect the driver of any such vehicle from the consequences of reckless disregard for the safety of others, or of the property of others.

## ARTICLE III
## TRAFFIC SIGNS AND LOCATION UPON STREETS

**Section 1. COUNCIL TO DETERMINE LOCATION OF SIGNS.**

(a) The City Council shall, by ordinance, determine and designate all official traffic control signs and signals, and shall designate the location where same shall be installed. All signs shall conform to *The Texas Manual on Uniform Traffic Control Devices for Streets and Highways.*

(b) Subject to subsection 1(c) below, the Chief of Police or his/her designee is hereby authorized to place and maintain or cause to be placed and maintained all official traffic signs and signals. All signs and signals required hereunder for a particular purpose shall conform to *The Texas Manual on Uniform Traffic Control Devices for Streets and Highways*, and so far as practicable shall be uniform as to type and location throughout the City.

(c) Pursuant to the terms of an interlocal agreement with Montgomery County, Texas, the Montgomery County precinct commissioner is authorized to install and maintain any and all traffic signs in the City.

**Section 2. DESIGNATION OF PLACEMENT OF TRAFFIC SIGNS**

(a) The City Council hereby selects, determines, and designates that "Stop" signs be placed at the intersection of those streets, roadways and/or avenues described in the attached Exhibit "A" which is incorporated into this Ordinance.

(b) The City Council hereby selects, determines, and designates that "Yield" signs be placed at the intersection of those streets, roadways and/or avenues described in the attached Exhibit "B" which is incorporated into this Ordinance

## ARTICLE IV
## PARKED WHILE LOADING OR UNLOADING MERCHANDISE OR EQUIPMENT

**Section 1. PLACEMENT OF TRAFFIC CONES.** The operator of a commercial vehicle standing or parked upon a street or roadway to load or unload merchandise or equipment shall place two (2) traffic cones or other approved traffic warning device twenty-five *(25)* feet to the front of the standing vehicle and twenty-five *(25)* feet to the rear of the vehicle.

**Section 2. TEMPORARY PARKING OF COMMERCIAL VEHICLE.** The operator of a commercial vehicle standing or parked upon a street or roadway to load or unload merchandise or equipment shall immediately move the vehicle upon completion of the loading or unloading.

**Section 3. VEHICLE DIRECTION, STANDING OR PARKING.**

(a) Except when necessary in obedience to traffic regulations or traffic signs, the operator of a vehicle shall not stop, stand or park such vehicle in a roadway other than parallel with the edge of the roadway, headed in the direction of the traffic.

(b) The City Council shall determine by ordinance upon what street angle parking shall be permitted and shall, at the time of such determination, provide for the marking or signing of such streets.

## ARTICLE V
## OPERATION OF VEHICLES

**Section 1. STOPPING VEHICLE AT INTERSECTION.**

It shall be unlawful for any operator of a vehicle to approach any street intersection without bringing such vehicle to a full stop within a distance of five (5) feet from the line of

intersection and before crossing such line of intersection where a "Stop" sign is displayed by being plainly marked or painted and displayed in the street in full view of such operator or operators of vehicles at such street intersections.

**Section 2. RIGHT OF WAY**

(a) Except where traffic is controlled by official sign or signal, or by Police Officers, the operator of a vehicle approaching an intersection shall yield the right of way to any vehicle approaching from his right when such vehicle is within fifty (50) feet of the intersection.

(b) The operator of a vehicle entering a public street from a private road or driveway shall yield the right of way to all vehicles approaching on such public roadway.

(c) The operator of a vehicle on a roadway shall yield the right of way to authorized emergency vehicles when the latter are operated upon official business and the operators thereof activate emergency flashing lights and/or sound an audible signal.

## ARTICLE VI
## MISCELLANEOUS PROVISIONS

**Section 1. TRAFFIC NOT TO BE OBSTRUCTED.** No vehicle shall be operated or allowed to remain upon any street in such manner as to form an unreasonable obstruction to the traffic thereon.

**Section 2. LOUD VEHICULAR NOISE PROHIBITED.** It shall be unlawful to operate a vehicle that makes unusually loud or unnecessary noise.

**Section 3. NO THROUGH TRUCK TRAVEL; EXCEPTION.** No large trucks or trailers shall be permitted to use or travel the streets and roadways of the City of Cut and Shoot from one roadway/highway to another for short-cut purposes.

**Exception:** All trucks making bona fide deliveries in the City of Cut and Shoot are hereby exempted from the foregoing provision.

## ARTICLE VII
## CRIMINAL PENALTIES

**Section 1. FINE FOR VIOLATING ORDINANCE.** Any person violating the provisions of this Ordinance shall be guilty of a misdemeanor, and upon conviction thereof, shall be punished

by fine not to exceed Five Hundred ($500.00) Dollars.

Section 2. **OWNER PRIMA FACIE RESPONSIBLE FOR ILLEGAL PARKING.** If any vehicle is found upon the street as herein set out, in violation of the provisions of this Ordinance regulating the stopping, standing, or parking of vehicles on the streets herein described, and the identity of the operator cannot be determined, the owner or person in whose name such vehicle is registered shall be held *prima facie* responsible for such violation.

## ARTICLE VIII
## SEVERABILITY CLAUSE

That the City Council of the City of Cut and Shoot, Texas, does hereby declare that if any section, subsection, paragraph, sentence, clause, phrase, work or portion of this Ordinance is declared invalid, or unconstitutional, by a court of competent jurisdiction, that, in such event it would have passed and ordained any and all remaining portions of this Ordinance without the inclusion or that portion or portions which may be so found to be unconstitutional or invalid, and declares its intent is to make no portion of this Ordinance dependent upon the validity of any other portion thereof, and that all said remaining portions shall continue in full force and effect.

## ARTICLE IX
## REPEALING CONFLICTING ORDINANCES

All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby expressly repealed.

## ARTICLE X
## 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.

## ARTICLE XI
## EFFECTIVE DATE

That this Ordinance and each section hereof shall take effect and be in full force from and after its passage and publication by the City Secretary as provided by law.

EXHIBIT "A"

STOP SIGNS

CIRCLE SIX @ SH 105

GANDY @ SH 105

OAK LEAF @ ROLLING HILLS

ROLLING HILLS @ TWIN PINES

ROLLING HILLS @ MILLMAC

MANN RD. @ MILLMAC

MANN RD. @ WILLIS WAUKEGAN

KELLEY @ FM 1484

WILL ANDERSON @ FM 1484

BRITTNEY LANE @ FM 1484

TREE MONKEY @ FM 1484

BEN WIGGINS @ FM 1484

MILLMAC @ FM 1484

MILLER @ FM 1484

SOUTH WILLIAMS @ FM 1484

BART LAKE @ FM 1484

KELLEY @ SH 105

ADAMS RD. @ SH 105

EXHIBIT "B"

## YIELD SIGNS

CRYSTAL @ ROLLING HILLS

FOREST @ ROLLING HILLS

CHASEWOOD @ ROLLING HILLS

WOODGREEN @ WOODRIDGE

WOODCREST @ WOODRIDGE

COOPER LANE @ WILLIS WAUKEGAN

PASSED AND APPROVED this the 8th day of November, 2018

Nyla Akin Dalhaus

NYLA AKIN DALHAUS, Mayor

Wm Z Pattillo

WILLIAM PATTILLO, City Judge

ATTEST:

Amy L Wade

AMY L. WADE, City Secretary

MOTION was made by _____ seconded by _____
to pass the following ordinance.

**ORDINANCE NO. 119**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT, TEXAS TO CANCEL THE 2019 CITY OFFICERS ELECTION ON MAY 04TH AND DECLARE EACH UNOPPOSED CANDIDATE ELECTED TO OFFICE, IN ACCORDANCE WITH SECTION 2.052 AND SECTION 2.053 OF THE ELECTION CODE.**

WHEREAS, the City Council of Cut and Shoot, Texas has duly conducted an election filing period for the purpose of holding the 2019 City Officers Election within the incorporated limits of the City of Cut and Shoot on May 04th, 2019 as set out in the Election Code, and positions for election for two year terms of office are Mayor, Alderman Position No. 2, and Alderman Position No. 4.

WHEREAS, only one candidate filed all paperwork to have his/her name placed on the official ballot for each of the positions available for the May 04th election; and

WHEREAS, no candidate applied to have his/her name placed on a list of write-in candidates for the May 04th election; and

WHEREAS, the above declarations have been certified by the City Secretary as attached hereto;

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF CUT AND SHOOT THAT in accordance with Section 2.052 and Section 2.053 of the Election Code, it declares that each unopposed candidate be elected to the office by order of this ordinance; and cancels the city election set for May 04, 2019.

PASSED at a regular meeting of the City Council of Cut and Shoot, Texas held on the 11th day of April, 2019.

Nyla Akin Dalhaus

Nyla Akin Dalhaus, Mayor

Amy L. Wade

Amy L. Wade, City Secretary

ORDINANCE NO. 120

AN ORDINANCE OF THE CITY COUNCIL OF CUT AND SHOOT, TEXAS, AUTHORIZING PARTICIPATION WITH OTHER ENTERGY SERVICE AREA CITIES IN MATTERS CONCERNING ENTERGY TEXAS, INC. AT THE PUBLIC UTILITY COMMISSION OF TEXAS IN 2019; AUTHORIZING THE HIRING OF LAWYERS AND RATE EXPERTS; AUTHORIZING THE CITY'S PARTICIPATION TO THE FULL EXTENT PERMITTED BY LAW AT THE PUBLIC UTILITY COMMISSION OF TEXAS; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; AND DECLARING AN EFFECTIVE DATE

WHEREAS, Cities have exclusive original jurisdiction over rates, operations, and services of an electric utility in areas in the municipality pursuant to *Tex. Util. Code* § 33.001;

WHEREAS, Cities have standing in each case before the Public Utility Commission of Texas that relates to an electric utility providing service in the municipality pursuant to *Tex. Util. Code* § 33.025;

WHEREAS, Entergy Texas, Inc. ("ETI" or "Company") is expected to litigate rate change requests in various proceedings before the Public Utility Commission of Texas or before municipalities in 2019, which may include (1) rate proceedings or cost adjustments such as a transmission cost recovery rider, a distribution cost recovery rider, energy efficiency cost recovery factor, or hurricane restoration cost or offset true-ups, and (2) various fuel cost refunds or surcharges and reconciliations;

WHEREAS, ETI is scheduled to file fuel factor proceedings at the Public Utility Commission in February and August 2019, and may file other fuel proceedings to refund or surcharge fuel charges;

WHEREAS, ETI is scheduled to file a proceeding to recover costs incurred in association with its Energy Efficiency Plan as well as reconcile past costs;

WHEREAS, Cities have the statutory right to set fair and reasonable rates for both the Company and customers within Cities; and

WHEREAS, Cities are entitled to reimbursement by the utility of their reasonable rate case expenses to participate in cases that are deemed rate proceedings pursuant to *Tex. Util. Code* § 33.023.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT, TEXAS, that:

SECTION 1. The City of Cut and Shoot shall participate with other Cities to intervene in ETI's various rate filings related to the various fuel cost surcharges and reconciliations, any interim or incremental surcharge proceedings or surcharge adjustments, and for any base rate adjustment proceedings or cost of service adjustments on file with the Public Utility Commission of Texas or with municipalities in 2019.

SECTION 2. The City of Cut and Shoot employs the Lawton Law Firm P.C. to represent the City with regard to the ETI rate matters before local and Public Utility Commission of Texas and any court of law and authorizes counsel to employ rate experts as are recommended by the Cities' Steering Committee to intervene in fuel or rate related proceedings at the Public Utility Commission concerning ETI's rates charged to Texas customers.

SECTION 3. All such actions shall be taken pursuant to the direction of the Cities' Steering Committee. Cities' Steering Committee shall have authority to retain rate consultants and lawyers. Cities' Steering Committee shall direct the actions of Cities' representatives in the above proceedings. The Steering Committee is directed to obtain reimbursement from ETI of all reasonable expenses associated with participation in said proceedings.

SECTION 4. The meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 5. This Ordinance shall be effective from and after the date of its passage.

PASSED by UNANIMOUS vote of the City Council of the City of Cut and Shoot, Texas, this 11th day of April 2019.

THE CITY OF CUT AND SHOOT, TEXAS

Nyla Akin Dalhaus

Nyla Akin Dalhaus, Mayor

ATTEST:

Amy L Wade

City Secretary

**ORDINANCE**

Motion was made by Bill Green, and seconded by Jason Wieghat, that the following Ordinance be passed:

**ORDINANCE NO. 121**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT, TEXAS, REGULATING TOW TRUCKS AND PROVIDING REQUIREMENTS FOR NON-CONSENT TOWING; PROVIDING A FINE OF UP TO $500.00 A DAY FOR VIOLATIONS OF THE ORDINANCE; PROVIDING A SEVERANCE CLAUSE AND TEXAS OPEN MEETINGS ACT CLAUSE; REQUIRING PUBLICATION OF THE ORDINANCE; AND PROVIDING FOR THE EFFECTIVE DATE AFTER PUBLICATION.**

**WHEREAS,** the City Council for the City of Cut and Shoot, Texas, desires to regulation of tow truck operations in the City;

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

**SECTION I - DEFINITIONS**

For the purposes of this Ordinance, the following terms shall have the meanings respectfully ascribed to them in this section.

**City:** The City of Cut and Shoot, Texas

**Motor Vehicle:** Any motorized vehicle subject to registration pursuant to the Texas Certificate of Title Act.

**Consent Tow:** Any tow of a motor vehicle initiated by the owner or operator of the vehicle or by a person who has possession, custody, or control of the vehicle. The term does not include a tow of a motor vehicle initiated by a peace officer investigating a traffic accident that involves the vehicle.

**Non-consent Tows:** Any tow of a motor vehicle that is not a consent tow. Examples include, but are not limited to, vehicles involved in traffic crashes, traffic hazards, arrests, vehicles of evidentiary value, and abandoned vehicles on public or private property.

**Owner:** Any person who holds the legal title to a motor vehicle, or has the legal right of possession of a motor vehicle, or legal right of control of a motor vehicle, or any driver who reasonably appears to have authority to operate the vehicle. This does not include any person who has gained possession of a motor vehicle only as a result of tow truck services performed.

**Permit:** Authorization granted by the Police Chief for a tow truck to be used for non-consent tows on the City permit list, or a custodial arrest in the City of Cut and Shoot.

**Permit Holder:** Any person, partnership, corporation or other enterprise which has a valid tow truck permit issued by the City. This term shall be inclusive of the agents of any such person, partnership, corporation, or other enterprise.

**Police Chief:** The Police Chief of the City of Cut and Shoot, Texas, or the person designated by the Police Chief to act for the Police Chief for the purposes of this Ordinance.

**Tow Truck:** A motor vehicle, including a wrecker, equipped with a mechanical device used to tow, winch, or otherwise move another motor vehicle.

**Heavy Duty Tow Truck**: A tow truck having a chassis rated at 5 tons or greater by the vehicle manufacturer and a winch capable of lifting a minimum of 30,000 pounds as rated by the winch manufacturer. Except where a distinction is made, the term "tow truck" includes "heavy duty tow truck."

## SECTION II - REMOVAL OF MOTOR VEHICLES BY POLICE DEPARTMENT

Notwithstanding any other provisions of this Ordinance, in any circumstance in which a motor vehicle or other object is so located on a public street as to constitute a hazard or obstacle, or to interfere with traffic, or in the event a stolen vehicle is found, or in any other circumstances in which a police officer in the cause of his duty directs the removal of a motor vehicle from or to any location, any police officer may require its removal at the owner's expense by any practicable means to include, but not limited to, use of a tow truck selected by the use of the permit list.

## SECTION III - PERMITS, APPLICATIONS AND FEES

(a) A City tow truck permit shall entitle the permit holder to use the permitted tow truck from February 1 through January 31 of the following year to:

1. Perform non-consent tows of motor vehicles within the City consistent with state law;
2. Perform tows at the direction of the City Police Department from the permit holder list.

(b) Each permit holder shall pay an annual fee of $15.00. for each tow truck on the permit list, and a wrecker inspection fee of $275.00 annually.

(c) An applicant for a permit shall submit, on a form provided by the City, a verified application containing or accompanied by the following:

1. The true name, address and telephone number of the company or person who owns the tow truck proposed to be used for Police Department non-consent tows;
2. The names of the persons who will operate the tow truck on permit list calls;
3. A certificate from the County's tax assessor-collector that all County taxes on all properties, real and personal, to be used in connection with the applicant's tow truck business are current;
4. A certificate of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, in the standard form approved by the State Board of Insurance containing a provision that at least ten (10) days prior notice of cancellation of said insurance shall be given to the Police Chief of the City of Cut and Shoot, Texas, by the insurance company, and providing that the amount of coverage shall comply with the limits established by state regulations; and
5. The applicant shall file a sworn statement that he has no financial interest in any other tow truck service on the permitted tow truck list.

(d) No permit shall be issued to any applicant unless the applicant's vehicle depository is wholly or partially located within two (2) miles of the City limits of the City of Cut and Shoot, Texas, meets state laws and regulations for a vehicle storage facility, and the facility is not used to store vehicles by more than one tow truck company.

(e) The permit, when granted, shall be kept in the tow truck permitted.

## SECTION IV - TOW TRUCK REQUIREMENTS

All City-permitted tow trucks shall, in addition to the state's tow truck regulations, meet the following minimum requirements:

(a) Have at least three-fourths (3/4) ton (minimum gross vehicle weight), in capacity as reflected on the manufacturer's certificate. If the motor vehicle does not have a manufacturer's certificate, then the gross vehicle weight shall be determined by a testing procedure approved by the Police Chief. All such motor vehicles shall be equipped with booster brakes or air brakes.

(b) Shall be in such condition that it can safely and reliably be used as a tow truck.

(c) Each permit holder shall own and have access to one dolly; provided, however, that any permit holder with more than one permit shall have one dolly for every two tow trucks on the permit holder list;

(d) Each wrecker shall have the following safety equipment:

1. 5/16-inch link steel safety chains for two trucks with a GVWR of 10,000 pounds or less, and 3/8-inch link steel chains or their equivalent for tow

trucks with GVWR of more than 10,000 pounds – these link sizes are minimums;

2. a 10 pound BC fire extinguisher, or two 5 pound BC fire extinguishers, labeled by a national testing laboratory, properly filled, operable, and located so as to be readily accessible for use;
3. one crowbar or wrecking bar with a wedge head that is not less than 36 inches in length;
4. one broom of a type designed for pushing with an 18 inch head, and a handle of not less than 36 inches;
5. one flat-edge shovel at least 9 inches wide, with a handle of not less than 36 inches;
6. a box or bucket to carry glass or other debris removed from the accident scene;
7. at least 3 gallons of sand or other absorbent material;
8. rope or wire suitable for securing doors, hoods, trunks, etc.;
9. a functioning spotlight or flashlight;
10. outside rearview mirrors on both sides of the truck;
11. amber emergency lights, at least 48 inches in width, mounted as high as possible, visible in all directions when activated;
12. three portable red emergency triangle reflectors, or orange cones at least 18 inches tall, or flares;
13. auxiliary tow lights;
14. a high mounted stop lamp on any tow truck with an overall width of less than 80 inches, or GVWR of 10,000 pounds or less, or manufactured on or after September 1, 1993; and
15. work lights, wired to a separate switch, that burn steadily and project light to the rear of the tow truck, that shall not be illuminated when the tow truck is in motion.

## SECTION V - INSURANCE AND EXPIRATION OF PERMITS

(a) The Police Chief shall issue a permit for all trucks so complying with the provisions of this Ordinance upon proper application being made therefore unless legal grounds exist for denying such a permit.

(b) Each permit shall expire at midnight on January 31st of each year and will be renewable only upon compliance with the provisions of this Ordinance and any other applicable laws, ordinances or regulations that shall be in effect at the time of the renewal application.

## SECTION VI - INSPECTION OF TOW TRUCK EQUIPMENT AND STORAGE FACILITIES USED IN THE TOW TRUCK BUSINESS

Any permit holder or applicant, by virtue of making application , agrees to permit, during normal business hours, the inspection of tow trucks, tow truck equipment and storage facilities. This authority shall be cumulative of any other authority held by the Police Chief, other law enforcement officials, or other legally authorized public officials. Each permit holder

on the permit holder list shall enter into an agreement as authorized from time to time by Cut and Shoot City Council.

## SECTION VII - POLICE NON-CONSENT TOWS

(a) The Police Chief is authorized and directed to maintain a voluntary non-consent tow truck permit list of those City-permitted companies qualified and willing to perform non-consent tows at the direction of the Police Department. As compensation for non-consent towing services, the Police Chief shall be authorized to set a fee as described in Section VIII hereafter, as reasonable compensation for the services rendered. Participation in the list shall be voluntary; however, towing companies accepting referrals from the list shall be deemed to have agreed to the fee set by this Ordinance.

(b) Upon arrival at the scene of a wrecked or disabled vehicle, the police officer shall determine if a police-authorized tow is necessary. If a non-consent tow is necessary, the police officer shall advise dispatch to contact all tow truck permit holders that have entered into an agreement with the City to provide police-authorized tows to dispatch the required number of tow trucks to the scene.

(c) If the owner or driver of a motor vehicle that is wrecked or disabled has a tow truck preference, that request will be honored if it would not cause undue delay and immediate towing is unnecessary. Any tow truck or towing company may tow the vehicle at the owner's or driver's request as long as it has a valid state tow tag and cab card. If the wrecked or disabled vehicle has any part or portion thereof upon the roadway, the tow truck responding to the owner's or driver's request shall have 15 minutes to arrive at the scene and remove the vehicle, or such shorter period of time if in the discretion of the police officer on the scene such shorter period of time is necessary to protect the safety and welfare of the public; otherwise, the vehicle may be towed pursuant to a police-authorized tow. A heavy duty tow truck responding to an owner's request shall have 45 minutes to arrive at the scene.

(d) A towing company accepting a non-consent tow agrees to look exclusively to the vehicle owners for payment of the fees, This section applies to the police-ordered removal of vehicles which are interfering with traffic, or for which removal is required for some other public safety or law enforcement related purpose. This section does not apply to consent tows or non-consent tows ordered by persons other than police officers of the City.

(e) A permit holder is qualified to be on such list if the permit holder maintains:

1. At lease one permitted tow truck required to be on such lists; and
2. A twenty-four hour tow truck service;

(f) When the police officer investigating a collision determines that a motor vehicle involved in a collision is unable to safely proceed under its own power, or when the police officer determines that the owner involved in a collision is physically unable to safely move the motor vehicle to a location where it will not create a traffic hazard, such officer shall request the owner to designate the tow truck service that the owner desires to move the motor vehicle.

1. Such designation by the owner will be indicated in writing on a form provided by the City and signed by the owner.
2. When the designation has been properly made, the police officer shall communicate the name of the designated tow truck service to the dispatcher.
3. The dispatcher shall cause the designated tow truck service to be called and directed to send a tow truck to the scene of the collision.
4. If the designated tow truck service does not have a tow truck available with a valid state tow tag and cab card, or the tow truck service does not answer the phone, the owner will be requested to make another designation.

(g) If the owner of a motor vehicle involved in a collision is physically unable to designate the tow truck service desired to remove the vehicle, or the owner fails or refuses to designate one, or has no preference, then the police officer shall communicate that fact immediately to the dispatcher.

1. Such designation by the owner will be indicated in writing on a form provided by the City and signed by the owner if the owner is physically able. If not, the police officer shall indicate by notation on the form.
2. No person shall tow, carry or transport a motor vehicle under the direction or authority of a police officer unless a tow slip has been issued to the driver of the tow truck by a police officer. Such tow truck slip shall be filled out by the police officer on a form designated by the City. The tow truck slip shall contain the following information:

- A complete description of the motor vehicle to be towed, including the license plate number and the vehicle identification number;
- Any personal property contained within the motor vehicle which is visible from outside that vehicle;
- Any visible missing parts or paraphernalia;
- Any visible damage to the inside or outside of the motor vehicle;
- The location from which the vehicle is being towed;
- The date and time the vehicle is picked up by the tow truck;
- The reason the vehicle is being towed;
- The location to which the vehicle is to be towed;
- The towing and storage fee and fee schedule;
- The permit number of the tow truck being used for the tow;
- The signature and employee number of the police officer authorizing the tow;
- The signature and tow truck license number of the tow truck driver.

(h) If the permit holder after arrival at the scene determines, in conjunction with the police officer in charge, that assistance is needed, then the permit holder shall arrange for such assistance within a reasonable time.

(i) Any permit holder shall deliver only one tow truck to the scene within fifteen (15) minutes of notification in order to participate in the chip selection process for two (2) or more tow trucks. If the notification is for a heavy duty tow truck, a permit holder shall deliver a heavy duty tow truck within 45 minutes of notification.

## SECTION VIII - TOWING CHARGES; STORAGE

(a) The permit holder owner is hereby authorized to collect as a fee from the motor vehicle owner, the following:

1..... Maximum tow charge:
- i. Non-consent with no damage or abandoned vehicle..... $200.00
- ii. Accident scene with damage.....$250.00
- iii. Heavy duty tow trucks: apply the current fee schedules as set by Montgomery County in its rules and regulations for non-consent tows found at http://www.mctxsheriff.org/non_consent_towing/index.php

2..... Additional wrecker and/or storage charges:
- i. For storing a vehicle in an enclosed and locked area each, or any part of a day.....$20.00
- ii. Trailers - boat, utility (single axle)..... $20.00
- iii. Reloading truck or trailer, per man hour(except heavy duty tow trucks)...$35.00

(b) All storage areas operated and maintained by the Vehicle Storage Facility (VSF) license holder shall charge a daily storage fee that complies with the Administrative Rules of the Texas Department of Licensing and Regulation as found in Section 85.722 of 16 Texas Administrative Code, Chapter 85, as amended.

## SECTION IX – TOWING FEE STUDIES

(a) Any towing company serving the Cut and Shoot area or permit holder may request that a towing fee study be performed by the City. Upon the receipt of a a written request for a towing fee study, the City Council shall direct the Police Chief or his designee to conduct a towing fee study within a reasonable time and report the results of such study to the City Council for its consideration.

(b) Any towing fee study shall include data regarding the fees customarily charged for towing vehicles in Montgomery County and other cites within a twenty-five (25) mile radius of the City of Cut and Shoot; and provide any reasonable related financial or accounting information that will assist the City Council in determining a fair value for the services of a non-consent tow by a towing company.

(c) The Police Chief is directed to accept any information relevant to the fair value of services of the towing company from any towing company, or individual, which information shall be included in the towing fee study.

(d) After reviewing the towing fee study, the City Council shall establish or amend the allowable fees for a non-consent tow at amounts that represent the fair value of the services of the towing company and are reasonably related to any financial or accounting information.

## SECTION X - POLICE OFFICERS NOT TO INFLUENCE SELECTION OF TOW TRUCK SERVICE

It shall be unlawful for a police officer investigating or present at the scene of any wreck or collision to directly or indirectly recommend to any person the name of any tow truck service; nor shall any such police officer influence or attempt to influence in any manner the decision of any person in selecting a tow truck.

## SECTION XI - SOLICITING TOW TRUCK BUSINESS ON CITY STREETS PROHIBITED

(a) A person commits a offense if he intentionally or knowingly solicits a tow in any manner, directly or indirectly, on the streets of the City involving any motor vehicle that is damaged as the result of a collision on a public street. This prohibition applies regardless of whether the solicitation is for the purpose of soliciting the business of towing, removing, repairing, wrecking, storing, trading, selling or purchasing such vehicle.

(b) In any prosecution for a violation of this section, proof that the tow truck was present at the scene of an accident shall constitute prima facie evidence that such permit holder or the tow truck driver was operating or causing to be operated the tow truck to solicit business, but the person charged shall have the right to introduce evidence to prove that the motor vehicle owner requested a tow truck to come to the scene or that a police officer requested the tow truck for the vehicle owner.

(c) It shall be an affirmative defense that the motor vehicle was not disabled as a result of a collision.

## SECTION XII - POUND HAULS AND IMPOUNDED VEHICLES

(a) If an owner refuses to designate a permitted tow truck, the City shall utilize the permit holder list for pound calls or hauls resulting from motor vehicles being towed by the direction of the Police Department.

(b) Any police officer may, for lawful purposes, direct that any motor vehicle shall be taken to automotive impoundment facilities approved by the City, such facilities, whether at one or more locations, are hereinafter referred to as the *City Pound.*

(c) Whenever it becomes necessary under this section for the permit holder to disassemble parts to a vehicle in order to tow such vehicle, the permit holder shall reassemble such parts upon reaching the City Pound.

(d) No permit holder under this section shall have the owner of an impounded motor vehicle sign a release from liability or damage until the owner has inspected the vehicle. Any such release shall contain a notation for which the permit holder is alleged to be liable by the owner of the vehicle. If there is any such enumeration of alleged damage, then the release shall be a full release except as to the specifically enumerated damages. The release shall be signed by the owner of the motor vehicle and a representative of the permit holder.

(e) No permit holder shall assert a lien on personal effects within a motor vehicle. Personal effects shall include such items as clothing, toilet articles, animals and purses, but shall not include tools.

(f) Each permit holder and tow truck business shall clearly post and make available procedures to release autos between 8:00 a.m. and 9:00 p.m. each day of the week, in addition to the permit holder's regular business hours.

## SECTION XIII - DUTIES OF PERMIT HOLDERS ON PERMIT LIST

The duty to provide safe and prompt tow truck service upon call includes, but is not limited to, the following specific duties:

(a) Upon arrival at the scene of a collision within the incorporated limits of the City, permit holder personnel shall take directions from the police officer investigating that collision;

(b) Permit holder personnel who haul any motor vehicle from the scene of a collision within the incorporated limits of the City shall remove the debris of the collision from the public streets. This duty specifically includes removal of broken glass and metal fragments from the street, and the removal of any load of any vehicle from the traveled portion of the street, so as to eliminate any hazard to vehicular traffic. This does not include the responsibility to unload cargo from a wrecked vehicle in order to permit hauling. Such debris should be disposed of in a manner in which will keep it out of the gutters, storm sewers and streams, public rights-of-way, and property not belonging to the tow truck business, without consent of the property owner. The officer on the scene of the accident may provide assistance in locating a place for disposal of such debris;

(c) No permit holder shall store any motor vehicle or tow trucks on the public streets or rights-of-way. Permit holders will use reasonable care in the storage of property not belonging to said permit holders so as to minimize the risk of theft or damage.

## SECTION XIV - REMOVAL OF MOTOR VEHICLES FROM PRIVATE PROPERTY; ABANDONED VEHICLES

(a) A person commits an offense if the person removes a motor vehicle owned by another from private property without express written or verbal consent of the owner of the property and does not notify the City Police Department prior to removing the vehicle. The information to be provided in such notification shall include:

1. The date, time, and location of the removal;
2. The physical description and license or registration number of the vehicle;
3. The name of the permit holder that performs the removal; and
4. The storage location of the vehicle.

(b) For purposes of this section, the removal of a vehicle from private property without the consent of the vehicle's owner is a nonconsent tow.

(c) A police officer shall issue a tow slip to a tow truck removing a motor vehicle from private property.

(d) A motor vehicle owned by another can be removed from private property if the motor vehicle has remained on private property without the consent of the owner or person in charge of the property for more than 48 hours; or if the private property is a parking facility as defined in the Texas Transportation Code (TRC) 684.001, the operator or owner leaves a motor vehicle unattended on the parking facility in violation of TRC 684.011, TRC 684.012, or TRC 684.0125.

## SECTION XV - USES OF TOW TRUCK WITHOUT CITY PERMIT PROHIBITED

(a) A person commits an offense if the person owns or operates a tow truck that performs a non-consent tow within the City without a City permit.

(b) A person commits an offense if the person owns or operates a tow truck which performs a non-consent tow at the scene of an accident or a custodial arrest on a public street or right of way without a City permit.

(c) It shall be an affirmative defense to prosecution under any provision of this section that the tow truck is owned by the motor vehicle owner of the vehicle being towed, carried, or otherwise transported by the tow truck.

(d) It shall also be an affirmative defense to prosecution under any provision of this section that regulates tow trucks that the motor vehicle being towed, carried or otherwise transported by the tow truck was originally picked up or loaded onto the tow truck at a specific location within the City.

(e) Additionally, it shall be an affirmative defense to prosecution under this section that the motor vehicle was being towed by the tow truck pursuant to a request by the lien holder of the motor vehicle; that the towing was incidental to a lawful repossession of the vehicle; and that the tow truck driver has complied with all requirements of this section which would be applicable if the lien holder were the vehicle owner of the vehicle being towed.

## SECTION XVI - REVOCATION OF PERMITS

(a) The permit as defined herein may, after notice and hearing before the Cut and Shoot City Council, be revoked if the City Council should find a violation of any of the conditions of Section XVI (a) below.

(b) Grounds for revocation of any or all permits include: driving a tow truck to the scene of a collision in response to a call by any person; or towing a motor vehicle with a tow truck when the tow truck, the tow truck driver; or the permit holder does not meet all the following conditions as applicable:

1. The tow truck is in a condition that it cannot safely tow a vehicle;
2. Is not then covered by insurance as required in this Ordinance;
3. Does not then meet all requirements for a permit;
4. Failure to maintain a tow truck in such condition that it meets the requirements for a permit and for eligibility to be on the permit list;
5. Driving or causing to be driven to the scene of a collision in response to a call from the Police Department any tow truck which does not then meet the City permit requirements;
6. Driving any tow truck to or from the scene of a collision in a manner which endangers any person;
7. Failure to arrive in response to a police call within fifteen (15) minutes of notification;
8. Violation of motor vehicle or traffic laws while in the scope of employment;
9. Failure to report seized or abandoned vehicles;
10. False statements of material fact;
11. Relocation of vehicle depository or storage facility to a location that is more than two (2) miles outside the City limits;
12. Repeated suspensions;
13. Collecting or charging any non-consent tow fee in excess of those set out in this Ordinance;
14. Violation of laws regarding removal or impounding of vehicles;
15. Violation of ordinances regulating tow trucks; or
16. Three (3) or more violations within one year of ordinances or rules by the permit holder, or its agents or employees.

## SECTION XVII - PROCEDURES FOR SUSPENSION OR REVOCATION OF PERMITS; APPEALS

(a) The Police Chief may suspend any or all permits. The reason for suspension or revocation of any permits shall be given in writing to the permit holders, whose permits are being suspended, within ten (10) days of such suspension. Mailing of such notice to the last known business address of said permit holders shall constitute sufficient notice. Appeals from a

suspension shall be made in writing to the City Council within twenty (20) calendar days of such suspension. Written notice of the ruling of the City Council shall be given to the permit holder within thirty (30) calendar days of the suspension.

(b) Suspension of any tow truck permit may be accomplished by the Police Chief after a hearing. Notice of hearing, the administrative action which may be taken, and the grounds therefore shall be given to the permit holder ten (10) days prior to the hearing. Mailing of said notice shall constitute sufficient notice. Suspension of a permit shall be accomplished by a notice in writing to the permit holder, which states that the suspension has occurred. Such notice shall be given within ten (10) days of such suspension.

(c) If after any permit has been suspended, the condition for which it was suspended has been corrected, and proof of such correction is made to the Police Chief, then a new permit may be issued upon proper application, fee payment, and proof of meeting all requirements thereof.

## SECTION XVIII - APPEALS, GRIEVANCES BY PERMIT HOLDER

(a) Any permit holder aggrieved by a decision of the Police Chief may appeal to the City Council. Notice of appeal shall be in writing and filed within ten (10) calendar days of the decision of the Police Chief. Such appeals shall be determined by the City Council after a hearing for which the permit holder has had reasonable notice.

(b) The City Council shall render a written decision within thirty (30) days of an appeal.

## SECTION XIX - TOW OF CERTAIN ILLEGALLY PARKED MOTOR VEHICLES; PROCEDURE FOR VEHICLE OWNERS TO CONTEST TOW; HEARINGS

(a) If the Police Department has a motor vehicle towed without prior notice to or consent of the owner, the Police Department shall notify the owner within twenty-four (24) hours by telephone call, or by postcard or form letter mailed by first class mail to the last known registered owner of the motor vehicle, that this vehicle has been towed and how the owner can reclaim it in accordance with Texas Department of Transportation regulations.

(b) If the owner contests the legality of the tow and desires possession of the motor vehicle by posting any security, a hearing shall be set before the Municipal Court on its next full working day following the written request for hearing.

(c) If the owner contests the legality of the non-consent tow, the owner shall be entitled, upon written request for hearing and the deposit with the Municipal Court of a $10.00 filing fee, to a hearing before the Municipal Court within fourteen (14) days, to determine the legality of the tow, in accordance with the provisions of Chapter 685 of the Texas Transportation Code.

d) Notice of this procedure shall be provided to any person contesting the legality

of a City tow.

## SECTION XX - RECORDS REQUIRED OF TOW TRUCK PERMITTEES

(a) Each permit holder of a tow truck shall keep tow slips issued by City for one (1) year from the date of the latest transaction.

(b) It shall be unlawful for any permit holder of a tow truck to fail to keep the records as herein provided, or to fail to produce any of these records for inspection and copying upon request of the Police Chief or his authorized agent or representative.

## SECTION XXI – CRIMINAL PENALTY

Any permit holder, person, firm, or corporation violating any provision or provisions of this Ordinance or failing to comply with any requirement of this Ordinance will be guilty of a misdemeanor and subject to a fine of up to Five Hundred ($500.00) Dollars upon conviction. Each day during, or upon which said person shall violate or continue to violate any provision of this Ordinance or non-compliance with any requirement of this Ordinance shall constitute a distinct and separate offense.

## SECTION XXII – SEVERABILITY CLAUSE

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect any of the remaining provisions of this Ordinance.

## SECTION XXIII – REPEALING CLAUSE

**City Ordinance 85 & 85A** , dated **10/13/2005 & 04/01/2006**, is hereby repealed. All other Ordinances and parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this Ordinance shall be cumulative of other Ordinances regulating and governing the subject matter covered by this Ordinance.

## SECTION XXIV – TEXAS OPEN MEETINGS ACT

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 XXV – EFFECTIVE AFTER PUBLICATION

The City Secretary is hereby directed to cause the caption of this Ordinance to be published as required by law. This Ordinance shall take effect ten (10) days after the date of publication.

**PASSED AND APPROVED** this 13th day of June 2019.

THE CITY OF CUT AND SHOOT, TEXAS

Nyla Akin Dalhaus

Nyla Akin Dalhaus, Mayor

ATTEST:

Amy L Wade

Amy L. Wade, City Secretary

APPROVED AS TO FORM:

_____

Larry L. Foerster, City Attorney

HC MEDIA GROUP
HEARST corporation

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, the Newspaper Representative at the HOUSTON CHRONICLE, a daily newspaper published in Harris County, Texas, and generally circulated in the Counties of: HARRIS, TRINITY, WALKER, GRIMES, POLK, SAN JACINTO, WASHINGTON, MONTGOMERY, LIBERTY, AUSTIN, WALLER, CHAMBERS, COLORADO, BRAZORIA, FORT BEND, GALVESTON, WHARTON, JACKSON, and MATAGORDA and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to-wit:

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| Product | Date | Class | Page |
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| CNCC-The Courier | Jun 23 2019 | Legal Notices | |
| CNCC-The Courier | Jun 25 2019 | Legal Notices | |
| CNCC-The Courier | Jun 26 2019 | Legal Notices | |

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Victoria Bond & IR Clerk
NEWSPAPER REPRESENTATIVE

Sworn and subscribed to before me, this 26th Day of June A.D. 2019

CHARLES E WALICHOWSKI 129823547 NOTARY PUBLIC STATE OF TEXAS EXPIRES MAY 19, 2022

Charles E Walichowski
Notary Public in and for the State of Texas

## ORDINANCE NO. 121

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT, TEXAS, REGULATING TOW TRUCKS AND PROVIDING REQUIREMENTS FOR NON-CONSENT TOWING; PROVIDING A FINE OF UP TO $500.00 A DAY FOR VIOLATIONS OF THE ORDINANCE; PROVIDING A SEVERANCE CLAUSE AND TEXAS OPEN MEETINGS ACT CLAUSE; REQUIRING PUBLICATION OF THE ORDINANCE; AND PROVIDING FOR THE EFFECTIVE DATE AFTER PUBLICATION.**

**After publication, this ordinance will become effective July 01, 2019.**

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## NOTICE OF PUBLIC HEARING

# ORDINANCE 122

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT:

Section 1: That, subject to the terms, conditions and provisions of this ordinance, the City of Cut and Shoot, Texas, hereinafter referred to as "City," does hereby grant unto Entergy Texas, Inc., hereinafter referred to as "Company", the right, privilege and franchise to conduct within the City an electrical lighting and power business and to enter upon, erect, construct, maintain, extend, repair, replace and remove in, under, upon, over, above, across and along any and all of the present and future public roads (notwithstanding any use restrictions), highways, parks, streets, lands, alleys, whether designated or undesignated and other public areas and rights of way of the City and over, under, above, along and across any and all streams, canals, bayous, embankments and bridges, now or hereafter owned or controlled by the City (hereinafter referred to as "Public Rights-of-Way"), a system of poles, pole lines, towers, distribution lines, transmission lines, wires, guys, cables, conduits, transformers and other distribution and transmission instrumentalities, facilities and appurtenances (including communications facilities) necessary or proper for the transmission and distribution of electricity and communication including broadband over power line communications services ("BPL") into, in, within, from, across, and through the City, as now existing, or as said City limits may hereafter be extended (hereinafter referred to as "Company Facilities"); and Company is authorized to use Company Facilities for the transmission, distribution, delivery and sale of electricity and communication to the municipality and to the inhabitants of the City and to any governmental agency, and to any governmental subdivision, and to any person, firm or corporation, wherever located, within or without the City limits of the City of Cut and Shoot, Texas, for use by such purchaser, or

purchasers, for light, power, cooling and heat, and for any other purpose, or purposes, whether same or different from those herein specified, for which electricity may be used. Provided, this Franchise does not include places where the City's authority to permit such installations is or hereafter may be withdrawn by the State, or where the Texas Department of Transportation or other State agency constructs or maintains such public facility or place and lawfully excludes the authority of the City to permit such public utility and BPL installations therein. In the event that the City abandons a Public Right-of-Way, City shall ensure that the Company has access to sufficient and reasonable Right-of-Way to maintain Companies Facilities.

Section 2: The right, privilege and franchise granted under this Franchise Ordinance is, at all times, subject to the continuing police power of the City; and the Company shall comply with all present and future laws, ordinances and regulations of the State of Texas and the City enacted pursuant to the City's or State's police power.

Section 3: Upon the filing with the City by Company of the acceptance required hereunder, this franchise shall be in full force and effect for a term and period of twenty-five (25) years commencing upon, and extending from October 22, 2019 ("Effective Date").

Provided that if, subsequent to the Effective Date of this Agreement, any Texas municipality or City, within the Company's service area ("Other City or Municipality") enters into with Company a franchise term of less than twenty-five (25) years, the City will have the right after reasonable notice to receive the same term. If the City elects to exercise this right, the new contract term will begin upon passage of an amendment to this franchise approving of the same term as the other municipality and end when the new

term has run in its entirety, no matter how many years had expired under the original twenty-five year term. Provided however, this provision is not applicable if the Other City or Municipality is precluded from entering into a twenty-five (25) year term by law or city charter.

Section 4: Company, on written request of any person, shall relocate, raise or lower its wires temporarily to permit construction work in the vicinity thereof, or to permit the moving of houses or other bulky structures. The expense of such temporary relocation, raising or lowering of such wires shall be paid by the benefited party or parties and the Company may require the payment in advance, being without obligation to remove, raise or lower its wires until such payment shall have been made. The Company shall be given not less than forty-eight hours prior notice to arrange for such temporary wire change.

Section 5: The City shall have the power at any time to require the Company to change permanently the route and position of Company Facilities when the City shall find, by resolution, that such change is necessary in the closing, opening, widening or relocating of streets or alleys, or water or sewer lines, or the changing of grade of streets or alleys. The City shall use its best reasonable efforts to consult and confer with the Company before requiring any such relocation or raising or lowering of its lines or cables, with a view to accomplishing the result in a reasonable and economical manner. If it becomes necessary to relocate any lines or facilities, City will provide suitable Right of Way adjacent to the relocated street, alley, water line, or sewer line, without any cost or expense to Company. The obligation to change the route does not require the placement of overhead lines underground unless the City pays for the increased costs of

placing the lines underground. With the exception of costs incurred by the City in the preceding sentence, all other costs of relocation pursuant to this section shall be paid by the Company. Provided, however, the Company shall be entitled to be paid for its costs of relocation required by the City if such expenses or costs are reimbursable or payable to the Company or to the City or the State of Texas, the United States, or any agency or subdivision of either whether directly or indirectly.

Section 6: To the extent that the City has authority to do so, it gives to Company, during the life of this Franchise, the right, license, privilege and permission to trim and remove trees and other vegetation, using generally accepted methods within the vegetation management industry, located upon and overhanging the streets, alleys, easements, sidewalks and public places of City, that interfere or offer hazards to the operation of Company's facilities used or useful for the rendition of electric service. The Company is responsible for the prompt removal and disposal of all trimmings associated with maintenance of its lines and facilities.

Section 7: Nothing contained in this ordinance shall ever be construed as conferring upon Company any exclusive rights or privileges of any nature whatsoever.

Section 8: If any provision, section, sub-section, sentence, clause, or phrase of this ordinance is, for any reason, held to be unconstitutional, void, or invalid (or for any reason unenforceable) the validity of the remaining portions of this ordinance shall not be affected thereby, it being the intent of the City in adopting this ordinance that no portion thereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision or regulation, and, to this end, all provisions of this ordinance are declared to be severable.

Section 9: The City, by granting this Franchise, does not surrender or to any extent lose, waive, impair or lessen the lawful powers and rights, now or hereafter vested in the City under the constitution and statutes of the State of Texas to regulate the rates for services of Company; and Company, by its acceptance of this franchise, agrees that all such lawful regulatory powers and rights, as the same may be from time to time vested in the City, shall be in full force and effect and subject to the exercise by the City at any time.

Section 10: As compensation to City for the use and occupancy of its Public Rights-of-Way, and in consideration for the other rights and privileges herein granted, Company agrees to pay to the City and City agrees to accept from Company on September 1, 2020, and on each September 1 thereafter occurring during the continuance of this agreement, a fee equal to $0.0023862 ("Base Franchise Fee Factor") multiplied times the number of kilowatt hours delivered during the period commencing on July 1 of the previous calendar year and ending on June 30 of the calendar year in which the payment is due, inclusive, by Company to retail customers whose consuming facility's point of delivery is within the City's boundaries. Each payment herein provided shall compensate the City for the use of its Public Rights of Way by the Company for the twelve months period commencing upon, and extending from July 1 of the calendar year that such particular payment is actually due and paid.

At the time of each annual September 1 payment, Company shall also submit to the City a sworn statement showing the following: (i) its kilowatt hour sales delivered in total to the retail customers whose consuming facilities' points of delivery are located within the City's boundaries for the preceding year upon which the franchise fee

payments are calculated; and (ii) a calculation of the annual Base Franchise Fee payment. The statement shall be in a form substantially similar to attachment "A."

Provided that if, subsequent to the Effective Date of this Agreement, any Texas municipality within the Company's service area negotiates with Company a methodology for calculation of the payment of the franchise different than the Base Franchise Fee kWh factor methodology used in this section and the Incremental Franchise Fee kWh factor methodology used in Section 11(A), the City will have the right after reasonable notice to utilize the same methodology.

The parties agree that the payments due under this franchise are reasonable and necessary and that the parties shall use their best efforts to enable Company to recover these payments through its electric rates.

Section 11: In the event that City shall seek to increase the amount it receives from Company as compensation under this Agreement, such increase shall be controlled by the following language with the Incremental Franchise Fee as referenced below determined by subsequent ordinance.

Section 11(A): In addition to the compensation set out in Section 10, and subject to the provisions of Subsection 11(C), Company shall pay on or before the 15th day of May, August, November and February ("Payment Date") an amount equal to a $(To be determined at a later date) charge per kilowatt hour ("Incremental Franchise Fee") multiplied times the number of kilowatt hours delivered by Company during the preceding calendar quarter ending March, June, September, and December ("Calculation Period"), in total to retail customers whose consuming facilities points of delivery were located within the City's boundaries less any applicable taxes including gross receipts

taxes. This amount shall be referred to as "Incremental Amounts." The first quarterly payment due under this subsection will be due on the first Payment Date following the first complete Calculation Period after the surcharge set forth in 11(B) has been approved. Notwithstanding Section 11(B), the first payment will include any Surcharge collections during any partial Calculation Period.

At the time of each quarterly payment for Incremental Amounts, Company shall also submit to the City a sworn statement showing the following: (i) its kilowatt hour sales delivered in total to the retail customers whose consuming facilities' points of delivery are located within the City's boundaries for the preceding quarter upon which the franchise fee payments are calculated; and (ii) a calculation of the quarterly Incremental Franchise Fee payment. The statement shall be in a form substantially similar to attachment "B."

Section 11(B): An underlying premise of this Franchise Agreement is that the Company shall be kept financially whole with respect to any and all Incremental Amounts, as defined above in this Section 11(A). The Incremental Amounts will be collected through a Surcharge adopted and approved by City applicable to all retail customers whose consuming facility's point of delivery are located within the City's boundaries. The amount to be paid to City on each Payment Date shall never exceed the amount collected by Company during the corresponding Calculation Period while the Surcharge is in effect.

In the event the Public Utility Commission of Texas ("PUCT") or a court of competent jurisdiction finds the amounts collected by Company through the Surcharge are improper and disallows or requires repayment ("Disallowed Amounts"), Company

shall be entitled to collect all Disallowed Amounts through either direct payment by City or a reduction of any subsequent franchise payments to City as provided in this Subsection. Prior to Company's reduction in franchise payments, Company shall provide the City 30 days for a one-time opportunity to make a direct payment to Company of any Disallowed Amounts, such 30 days to run from City's receipt of Company's written notice, which shall identify the Disallowed Amounts, the time period over which the Disallowed Amounts accrued and an explanation of the calculations. Subsequent to said 30-day period, and in the absence of timely direct payment by the City of the entirety of the Disallowed Amounts, Company is authorized to reduce any future franchise payment(s) in an amount equal to any Disallowed Amounts not paid by the City. Company is authorized to implement the procedures set forth in this Subsection periodically as Company, in its sole discretion, determines is necessary to recover any ongoing Disallowed Amounts.

The corresponding Surcharge described in this Subsection 11(B) shall appear as a line item on Company's retail electric bill and identified as a "Municipal Franchise Fee."

Notwithstanding any other provision in this Franchise Agreement, if at any time the Incremental Franchise Fee portion is ever included in base rates, the Incremental Franchise Fee Surcharge will cease as of the Effective Date of the new base rates that incorporate the previously surcharged Incremental Amounts and the incremental amounts will continue to be paid as set forth in Section 11(A).

Section 11(C): Upon the occurrence of any of the following events, the Incremental Franchise Fee rate and quarterly payments provided for in Subsection 11(A)

shall no longer be applicable or effective for the purpose of calculating the franchise payment:

i. the PUCT or a court of competent jurisdiction 1) finds the corresponding Surcharge unlawful or otherwise prohibits the Surcharge recovery of the Incremental Amounts; 2) finds that the franchise fees calculated under this Section 11(A), or the amounts collected through the corresponding surcharge or through a reduction in franchise payments, as provided herein, may not be recovered by Company from its customers; or 3) in some manner prevents or prohibits Company from recovering said Incremental Amounts; and

ii. with respect to the preparation for, or implementation of, retail open access in Company's Texas service territory, Company or Entergy's affiliate distribution company in Texas ("DISCO") or Entergy's affiliate retail electric provider in Texas ("REP"), at any time, is not permitted to implement the monthly Surcharge described in Subsection 11(B).

Upon the occurrence of any of the events enumerated in Subsections 11(C) i or ii, only the franchise rate contained in Section 10 shall be applicable and effective for the purpose of calculating and paying the franchise payment under this Franchise Agreement and Cities shall have the option, for one year, to terminate the Franchise Agreement and negotiate a new Franchise Agreement so long as the Company is not required to make a franchise fee payment greater than it is authorized to collect in rates. Further, in the event the PUCT or a court of competent jurisdiction finds a portion of the corresponding Incremental Franchise Fee Surcharge unlawful or otherwise prohibits a portion of the Incremental Franchise Fee Surcharge recovery of the Incremental Amounts, the

Incremental Franchise Fee rate and quarterly payments provided for under Subsection 11(A) and (B) shall be amended and adjusted such that the franchise payment made by the Company pursuant to this Section 11(A) to the City is no greater than the amounts the Company is authorized to collect through the corresponding Surcharge. Nothing in the immediately preceding sentence requires that Company agree to a realignment or allocation of the recovery of any portion of the Incremental Amounts from the corresponding Surcharge to the Company's base rates.

Section 11(D): City agrees that (a) if City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of Company's franchise fees is an issue, the City will take an affirmative position supporting 100% recovery of franchise fees by Company in the manner consistent with this agreement; and (b) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Company in the manner consistent with this Agreement.

i. City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such Incremental Amounts by Company.

ii. Neither the adoption of this Franchise Agreement, nor the corresponding Surcharge shall be used by either the City or the Company, in any proceeding before a regulatory authority or state or federal court of law, as precedent for a reduction in the Company's rates or as evidence of or support for the positions taken by the City or the Company in such matters.

Section 12: In addition to the consideration set forth elsewhere in this franchise agreement and subject to a Joint Use Agreement, the Company shall hold itself ready to furnish free of charge, subject to the use of the City, such pole space as may be required from time to time for the installation of traffic, police and fire alarm system conductors, and alarm or other equipment all of which are owned exclusively by the City; provided that such conductor space does not exceed the capacity of one cross-arm on any one pole, and provided that such space is then available on existing poles. The specific location for these traffic, police and fire alarm conductors, boxes or equipment on Company's poles shall be determined by the Company, and will be allotted at the times specific applications for space are received from the City. Where a main underground ductline is constructed or installed between manholes by Company after the Effective Date of this franchise agreement, Company shall, as part of same, provide free of charge for the installation by City of its traffic, police or fire alarm cables owned exclusively by the City, one top duct having one capped off entry channel and one capped off exit channel between each two manholes, such entry and exit channels leaving the duct bank enclosure outside of, but near to, such manholes, and no cable or other equipment of City shall enter Company's manholes. All cables installed by the City in Company ducts shall be of the non-metallic, sheath type to prevent corrosive or electrolytic action between the City and Company-owned cables. All City-owned conductors and cables, whether on poles or in ductlines, shall be constructed, maintained and operated in such manner as to not interfere with or create a hazard in the operation of the Company's electrical transmission and distribution system. Further, all City-owned traffic, police and fire alarm conductors, and alarm boxes, and any City circuits on Company poles, and all cables installed by City

in ducts constructed by Company, shall be installed in strict compliance with the applicable provisions of the National Electrical Safety Code.

Section 13: The fee payable hereunder shall be the total compensation payable by Company to City for Company's use of the Public Rights-of-Way for the conduct of its business under the franchise. City agrees that any street rental ordinances currently in effect shall not be applicable to Company and City shall not charge any additional fee for the use or occupancy of the Public Rights-of-Way in City. If City does charge Company any additional fee for the use or occupancy of the Public Rights-of-Way in City, then Company may deduct the amount charged from the next succeeding franchise payment or payments until fully reimbursed. This does not bar the City from assessing against the Company or its property ad valorem taxes levied on property, excise taxes levied, or other taxes.

Section 14: City may initiate an audit or other inquiry, or may pursue a cause of action in relation to the payment of the fee only if such audit, inquiry, or pursuit of a cause of action concerns a payment made less than two (2) years before commencement of such audit, inquiry, or pursuit of a cause of action. All books and records related to Company's calculation of the fee shall be available to City. Upon receipt of a written request from City, such documents shall be made available for inspection no later than forty-five (45) days from the receipt of such request. Company shall make such documents available at the place such documents are located, at the Company's Beaumont office, or any location mutually agreed upon according to the needs and abilities of the respective parties. City shall advise Company of the results of the audit within two years of the initiation of the audit. City must make a written demand within

two years of the initiation of the audit or any claims associated with the audit shall be waived. Amounts due to City for past underpayments or amounts due Company for past overpayments shall include interest calculated using the annual interest rates for overcharges as set by the Public Utility Commission of Texas. Said interest shall be payable on such sum from the date the initial payment was due until it is paid.

Section 15: Within thirty (30) days of the Effective Date of any expansion, annexation, or de-annexation, or other lawful means of modifying the City's boundaries, the City shall provide to Company reasonable notification of the change in the City's boundaries.

Section 16: If the Company shall assign this Franchise to any other person or corporation (the "Assignee") acquiring and duly authorized to acquire, own and operate the Company's property and to carry on the Company's business, the Assignee shall execute and deliver to the City an agreement in writing to be bound by all of the Company's obligations, liabilities, and undertakings under this Franchise. The Assignee shall thereupon be deemed to be substituted for the Company, and the Company shall stand released from all obligations under this Franchise except such as have already accrued. If the Assignee fails to file such agreement within thirty (30) days after said assignment, City shall so notify in writing the Company and Assignee of this deficiency. Should Assignee fail to cure such deficiency within 30 days of the deficiency notification, this agreement shall terminate.

Section 17: As of the Effective Date, this franchise replaces all former franchise and/or street rental ordinances and agreements with Company, which are hereby repealed as to Company.

Section 18: Company shall, within sixty (60) days from the date of the final passage of this ordinance by the City Council of the City of Cut and Shoot, file with the City Secretary of the City of Cut and Shoot, a written statement signed in its name and behalf in the following form:

> "To the Honorable Mayor and the City Council of the City of Cut and Shoot:
>
> Entergy Texas, Inc. hereby accepts the attached ordinance finally passed by the City Council of the City of Cut and Shoot, the __ day of _____, 20____, and agrees to be bound by all of its terms and provisions.
>
> Entergy Texas, Inc.
>
> By _____
>
> Dated the ___ day of _____, 20_____."

Section 19: This franchise ordinance, after the passage of this ordinance, conditioned that Company file the written acceptance above provided, within the period provided, after the passage of this ordinance; shall be in force and effective as of the Effective Date, and thereupon this franchise shall become a binding contract; and shall exist for a period of twenty-five (25) years from the Effective Date.

Passed and duly enacted as an ordinance of the City of Cut and Shoot, Texas, a regular meeting of the City Council of the City of Cut and Shoot, Texas, in accordance with the laws of the State of Texas, on this the 20th day of SeptemBer, 2019.

Said ordinance was introduced by Mayor Nyla Dalhaus

Read in full to the members of the City Council/City Commission by Mayor Dalhaus & ; Ryan Wallace

moved the passage of such ordinance which was seconded by Belinda Faulkner.

Thereupon, Tom Robinson, Ryan Wallace, Belinda Faulkner and ____ voted for the passage of said ordinance and 0, 0 and 0 voted against the passage of such ordinance.

Nyla Akin Dalhaus
Mayor, City of Cut and Shoot, Texas

Attest:
Amy Lylade
City Clerk

THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This is to certify that the above and foregoing is a true and correct copy of an ordinance adopted by the City Council/City Commission of the City of Cut and Shoot, Texas, at a regular meeting held on the 20th day of September, 2019.

Amy Lylade
City Clerk

ATTACHMENT A

(date)

City of Cut and Shoot

Dear Sir or Madam:

Enclosed is Entergy Texas, Inc.'s annual franchise fee payment for the twelve months ending _____ for the City of Cut and Shoot.

| | |
|---|---|
| KWh Delivered Within the City During the Twelve Months Ended | XXXXXX |
| Rate per KWH of electricity | $.XXXX |
| Franchise Fee | $XXXXXX |

The information given in this statement has been taken from the books of the company and is, to the best of my knowledge and belief, true and correct.

Please contact _____ at (XXX) XXX-XXXX or me if you have any questions or need additional information.

Sincerely,

_____

(XXX) XXX-XXXX

Please acknowledge receipt of payment by signing the attached copy of this notification and returning it in the envelope provided.

_____ _____

Received by: Date:

ATTACHMENT B

**ENTERGY TEXAS, INC.**
C/O Entergy Services, Inc.
Attn: Tax Department
P.O. Box 61000
New Orleans, LA 70161
(504) 576-4407

Incremental Franchise Fee Calculation
For the Period _____, 20___ through _____, 20___

**CITY OF CUT AND SHOOT, TEXAS**

| | | |
|---|---|---|
| KWH of electricity delivered by the utility to each retail customer whose consuming facility's point of delivery is located within the municipality's Boundaries – _____, 20___ through _____, 20___ | | XXX,XXX,XXX |
| Incremental Rate per KWH of electricity | | .XXXXXXX |
| Total Gross Incremental Franchise Fee | | $XXX,XXX.XX |
| Deductions: | | |
| Texas Gross Receipts Tax | .XXXXX | ( X,XXX.XX) |
| Specific Reduction per Section 11(d) | | ( XXX.XX) |
| Total Net Incremental Franchise Fee | | $XXX,XXX.XX |

Payment will be wired on _____, 20__

The information given in this statement has been taken from the books of the company and is, to the best of my knowledge and belief, true and correct.

Should you have any questions, please contact _____ (XXX) XXX-XXXX or me.

_____

Please acknowledge receipt of payment by signing and returning in enclosed envelope.

_____ _____ _____
Received by signature Print Name **Date**

ORDINANCE NO. 123

**AN ORDINANCE OF THE CITY OF CUT AND SHOOT, MONTGOMERY COUNTY, TEXAS, PROHIBITING THROUGH TRAFFIC BY HEAVY MOTORIZED VEHICLES WITH THREE OR MORE AXLES ON MILLMAC ROAD AND ROLLING HILLS ROAD WITHIN THE JURISDICTION OF THE CITY OF CUT AND SHOOT; PROVIDING FOR CERTAIN EXCEPTIONS; PROVIDING FOR PENALTY OF A FINE NOT TO EXCEED FIVE HUNDRED DOLLARS ($500.00) FOR EACH OFFENSE; PROVIDING FOR INJUNCTION REMEDIES: PROVIDING SEVERABILITY AND REPEALING CLAUSES; PROVIDING TEXAS OPEN MEETINGS ACT CLAUSE; AND DECLARING AN IMMEDIATE EFFECTIVE DATE AFTER PUBLICATION.**

**WHEREAS**, under Texas Transportation Code §311.002, the City of Cut and Shoot, Texas, as a general law municipality, has exclusive authority to regulate its highways and streets; and

**WHEREAS**, the Cut and Shoot City Council finds that heavy motor vehicles driving through the City of Cut and Shoot are damaging Millmac Road and Rolling Hills Road, because the pavement and bridges of such roads are insufficient to handle such heavy loads; and

**WHEREAS**, the Cut and Shoot City Council finds that trucks and other vehicles with three or more axles carrying heavy loads which are not making deliveries with the City should not be operated on Millmac Road and Rolling Hills Road in the City of Cut and Shoot; and

**WHEREAS**, the Cut and Shoot City Council finds the regulations adopted herein are in the best interest of the citizens of Cut and Shoot; reduce damage to City public streets; and promote the safety, health and welfare of the citizens of Cut and Shoot;

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

**SECTION 1. PROHIBITION OF HEAVY THREE-AXLE VEHICLES ON MILLMAC AND ROLLING HILLS ROADS**

(a) Except as otherwise provided herein or by law, no person may drive, operate, or move, nor may any owner cause or permit to be driven, operated, or moved, on Millmac Road and Rolling Hills Road within the jurisdiction of the City of Cut and Shoot, Texas, any vehicle or combination of vehicles that have three or more axles and are designed for carrying heavy loads.

(b) For purposes of this Ordinance, a ***vehicle*** is defined to mean every mechanical device, in, upon, or by which any person or property is or may be transported or drawn upon a public highway, including motor vehicles, commercial motor vehicles, truck-tractors, trailers, and semi-trailers, severally, as hereinafter defined.

(c) The City mayor is hereby authorized to arrange for the placement of signs prohibiting vehicles with three or more axles from operating on Millmac Road and on Rolling Hills Road within the city limits of the City of Cut and Shoot.

**SECTION 2. EXCEPTIONS.**

(a) Vehicles making commercial deliveries or picking up within the City may be operated on Millmac Road and Rolling Hills Road within the jurisdiction of the City so long as they are stopping within the City for such commercial purposes.

(b) The owner or operator of a vehicle or combination of vehicles that has three or more axles who resides in the City may operate the vehicle on Millmac Road and Rolling Hills Road in order to go to and from that individual's property located within the City.

(c) This Ordinance does not apply to emergency vehicles owned and operated by a political subdivision of the State or a fire department.

**SECTION 3. PENALTY AND CIVIL REMEDIES**

(a) Any person who violates any of the provisions of this Ordinance within the corporate limits of the City of Cut and Shoot shall be guilty of a misdemeanor and upon conviction in the Municipal Court, or other court of competent jurisdiction, shall be subject to a fine not to exceed Five Hundred and No/100 Dollars ($500.00) for each offense, and each and every day any such violation shall continue shall be deemed to constitute a separate offense.

(b) In addition, the City of Cut and Shoot may seek to enforce this Ordinance by injunction and any other legal process to which it may be entitled in district court.

**SECTION 4. CONFLICTING ORDINANCES REPEALED.**

All ordinances and provisions of the City of Cut and Shoot, Texas that conflict with this Ordinance shall be and the same are hereby repealed, and all ordinances and provisions of ordinances of the City not so repealed are hereby retained in full force and effect.

**SECTION 5. SEVERABILITY.**

It is the intent of the Cut and Shoot City Council that each paragraph, sentence, subdivision, clause, phrase or section of this Ordinance be deemed severable, and should any such paragraph, sentence, subdivision, clause, phrase, or section be declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to effect the validity of those provisions of this Ordinance left standing.

**SECTION 6. TEXAS OPEN MEETINGS ACT**

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 7 PUBLICATION.**

In accordance with Section 52.011 of the Texas Local Government Code, the caption of this Ordinance shall be published in one (1) issue of the official newspaper of the City of Cut and Shoot.

**SECTION 8. EFFECTIVE DATE.**

This Ordinance shall take effect upon publication as provided by law.

**PASSED AND ADOPTED** by the City Council for the City of Cut and Shoot, Texas, on the 14th day of November 2019.

**APPROVED:**

Nyla Dalhaus

Nyla Dalhaus, Mayor

**ATTEST:**

Amy L Wade

Amy Wade, City Secretary

MOTION was made by Ryan Wallace seconded by Bill Green to pass the following ordinance.

**ORDINANCE NO. 124**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT, TEXAS TO CANCEL THE 2020 CITY OFFICERS ELECTION ON MAY 02nd AND DECLARE EACH UNOPPOSED CANDIDATE ELECTED TO OFFICE, IN ACCORDANCE WITH SECTION 2.052 AND SECTION 2.053 OF THE ELECTION CODE.**

WHEREAS, the City Council of Cut and Shoot, Texas has duly conducted an election filing period for the purpose of holding the 2020 City Officers Election within the incorporated limits of the City of Cut and Shoot on May 02, 2020 as set out in the Election Code, and positions for election for two year terms of office are Alderman Position 1, Alderman Position 3 & Alderman Position 5.

WHEREAS, only one candidate filed all paperwork to have his/her name placed on the official ballot for each of the positions available for the May 02nd election; and

WHEREAS, no candidate applied to have his/her name placed on a list of write-in candidates for the May 02nd election; and

WHEREAS, the above declarations have been certified by the City Secretary as attached hereto;

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF CUT AND SHOOT THAT in accordance with Section 2.052 and Section 2.053 of the Election Code, it declares that each unopposed candidate be elected to the office by order of this ordinance; and cancels the city election set for May 02, 2020.

PASSED at a regular meeting of the City Council of Cut and Shoot, Texas held on the 19 day of March, 2020.

~~Nyla Akin Dalhaus~~, Mayor

TOM ROBINSON
MAYOR PRO TEM

Amy L. Wade, City Secretary

ORDINANCE NO. 125

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT, TEXAS, EXTENDING THE DECLARATION OF LOCAL DISASTER ISSUED BY MAYORAL PROCLAMATION ON MARCH 19, 2020, IN RESPONSE TO THE NOVEL CORONAVIRUS NOW DESIGNATED AS COVID-19; AND AUTHORIZING THE MAYOR TO TAKE ALL EMERGENCY ACTION NECESSARY**

**WHEREAS**, on March 19, 2020, the Mayor Pro Tem of the City of Cut and Shoot, Texas, acting in the absence of the Mayor, issued a mayoral proclamation declaring a state of local disaster for the City of Cut and Shoot, in response to the COVID-19 virus being declared a worldwide pandemic on March 11, 2020; and

**WHEREAS**, on March 19, 2020, Texas Governor Greg Abbott issued Executive Order GA-08 setting guidelines for social gatherings in public places as he is authorized under Section 418.108 of the Texas Government Code; and

**WHEREAS**, the conditions necessitating such disaster declarations continue to exist; and

**WHEREAS,** the City Council has determined that extraordinary measures must be taken to contain COVID-19 and prevent its spread throughout the City of Cut and Shoot and to prevent the suffering of people in the City of Cut and Shoot;

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

**SECTION I.** The declaration of local disaster, which was signed and executed by the Mayor Pro Tem on March 19, 2020, shall be renewed and continue in accordance with Section 418.108 of the Texas Government Code, unless earlier terminated by the Mayor, or amended, rescinded, superseded or expired pursuant to applicable law.

**SECTION II.** That this Ordinance continues the activation of the City Emergency Plan in

conjunction with Montgomery County, Texas, and activates the recovery and rehabilitation aspects of all applicable local or interjurisdictional emergency management plans and authorizes the furnishing of all aid and assistance as deemed necessary or desirable by those administering such plans, and activates the preparedness and response aspects of such plans as provided therein and provides the authority for the Mayor to take actions authorized by Section 418.108 of the Government Code

**SECTION III**. That the Mayor may execute any and mutual aid agreements in cooperation with the representatives of the state and of other local political subdivision of the state, and the drafting and execution, if deemed desirable, of any agreement with Montgomery County, Texas, and with other municipalities within the county, for the county-wide coordination of efforts in emergency management; for the procurement of all necessary supplies and equipment, including acceptance of private contributions; and the authorizing of agreements, after approval of the city attorney, for the use of private property for public shelter and other purposes.

**SECTION IV.** That this Ordinance shall be filed promptly with the City Secretary and shall be given prompt and general publicity. This Ordinance shall also be filed with the Texas Division of Emergency Management.

**SECTION V.** That this Ordinance shall take effect immediately from and after its issuance.

**PASSED AND APPROVED**, on this 26th day of March 2020.

Nyla Dalhaus

Nyla Dalhaus, Mayor

ATTEST:

Amy L Wade

Amy Wade, City Secretary

# DECLARATION OF LOCAL DISASTER BY PROCLAMATION OF THE MAYOR OF THE CITY OF CUT AND SHOOT, TEXAS

WHEREAS, beginning in December 2019, a novel corona virus, now designated as COVID-19, was detected in mainland China, and has since spread throughout the world; and

WHEREAS, the World Health Organization declared COVID-19 a worldwide pandemic on March 11, 2020; and

WHEREAS the U. S. Centers for Disease Control and Prevention (CDC) on March 15, 2020 issued guidance to all Americans, requesting gatherings of 50 or more persons to cease for the next eight weeks; and

WHEREAS, Texas Governor Greg Abbott has declared Texas in a state of disaster due to the COVID-19 worldwide pandemic; and

WHEREAS, President Donald J. Trump has issued guidance that all Americans should limit gatherings to 10 persons or less; and

WHEREAS, on March 18, 2020, the Montgomery County Judge Mark Keough has issued an Amended Order affecting the occupation of public premises throughout Montgomery County; and

WHEREAS, extraordinary measures must be taken to contain COVID-19 and prevent its spread throughout the State of Texas and Montgomery County, Texas, and to prevent the suffering of people in City of Cut and Shoot, Texas;

**NOW THEREFORE, I, PRESIDING OFFICER OF THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT, TEXAS, HEREBY PROCLAIM AND DECLARE:**

SECTION 1. That a state of disaster is declared for the City of Cut and Shoot, Texas, pursuant to section 418.108(a) of the Texas Government Code.

SECTION 2. That this declaration of local disaster shall be in effect for seven (7) days from this date unless earlier terminated.

SECTION 3. That this declaration activates the City Emergency Plan and activates the recovery and rehabilitation aspects of all applicable local or interjurisdictional emergency management plans and authorizes the furnishing of all aid and assistance as deemed necessary or desirable by those administering such plans, and activates the preparedness and response aspects of such plans as provided therein.

SECTION 4. That the Amended Order of Montgomery County Judge Mark Keough, dated March 18, 2020, which is attached and incorporated herein, is adopted as the Order of this Mayor of the City of Cut and Shoot, Texas.

SECTION. 5 That this declaration shall be filed promptly with the City Secretary and shall be given prompt and general publicity.

SECTION 6. That this declaration should be submitted by the City Secretary as soon as possible to the governor of Texas, via the Texas Division of Emergency Management, by email at soc@tdem.texas.gov or facsimile at 512-424-5587.

SECTION 7. That this proclamation shall take effect immediately from and after its issuance.

SO DECLARED AND ORDERED this the 19 day of March 2020.

~~Nyla Dalhaus~~, Cut and Shoot City Mayor
Montgomery County, Texas

TOM ROBINSON
MAYOR PRO TEM

ATTEST:

Amy Wade, City Secretary

# CITY OF CUT AND SHOOT

PHONE: 936-264-3100 FAX: 936-264-3114

# FAX TRANSMITTAL

TO: Texas Division of Emergency Management

Fax No. 512-424-5587

FROM: CITY OF CUT AND SHOOT

---

Information requested.

City of Cut and Shoot
Amy L. Wade
City Secretary

TRANSMISSION VERIFICATION REPORT

TIME : 03/27/2020 09:32
NAME : OUTBOUND
FAX : 9362643114
TEL : 9362643100
SER.# : U6327#CJ7469154

| | |
|---|---|
| DATE,TIME | 03/27 09:30 |
| FAX NO./NAME | 15124245507 |
| DURATION | 00:01:16 |
| PAGE(S) | 05 |
| RESULT | OK |
| MODE | STANDARD ECM |

ORDINANCE NO. 126

**AN ORDINANCE BY THE CITY OF CUT AND SHOOT, TEXAS ("CITY") DENYING THE DISTRIBUTION COST RECOVERY FACTOR RATE INCREASE REQUEST OF ENTERGY TEXAS, INC. FILED ON MARCH 31, 2020; SETTING JUST AND REASONABLE RATES FOR ENTERGY TEXAS, INC. FOR SERVICE WITHIN THE MUNICIPAL LIMITS; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS**

WHEREAS, on or about March 31, 2020, Entergy Texas, Inc. ("Entergy") filed an Application to Amend its Distribution Cost Recovery Factor ("DCRF") with the City to increase electric rates by amending its DCRF rider pursuant to Public Utility Regulatory Act ("PURA") Section 36.210;

WHEREAS, City has exclusive original jurisdiction over the rates, operations and services of an electric utility within its municipal limits pursuant to PURA Section 33.001(a);

WHEREAS, the jurisdictional deadline for the City to act in this rate matter is May 30, 2020;

WHEREAS, Entergy's existing DCRF rider is set to collect approximately $3.2 million per year;

WHEREAS, Entergy's proposed amended Distribution Cost Recovery Factor rider would increase customer rates in the Entergy Service Area by approximately $20.4 million per year, for a total of $23.6 million per year;

WHEREAS, the City retained the Lawton Law Firm, P.C. to review the Company's rate request and make necessary rate recommendations to the City; and

WHEREAS, the Lawton Law Firm has recommended that the City deny the Company's request to amend its Distribution Cost Recovery Factor.

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

Section 1. That the statement and findings set out in the preamble to this ordinance are hereby in all things approved and adopted.

Section 2. The City of Cut and Shoot hereby denies Entergy's request to amend its Distribution Cost Recovery Factor in total.

Section 3. The meeting at which this ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

Section 4. This ordinance shall become effective from and after its passage.

PASSED AND APPROVED this 14th day of May, 2020.

Nyla Akin Dalhaus

Nyla Akin Dalhaus, Mayor

ATTEST:

Amy L. Wade

Amy L. Wade, City Secretary

City of Cut and Shoot

Regular Meeting

May 14, 2020

The meeting was called to order by Mayor Nyla Dalhaus and opened with prayer led by Larry Foerster.

Members of the council present were Bill Green, Jason Wieghat, Tom Robinson, Charlie Musgrove and Ryan Wallace. Others present were Darcy Tramm, Larry Foerster, Charles Lee and Cory Haddux.

Under public comments council had questions regarding the proposed building of apartments on the property off Hwy 105 East and Woodgreen. Mr. Charles Lee was present to talk with council regarding the intentions for the property. They have six (6) acres and the plan is to build 120 units. At this time they are in concept planning stage and have not applied to TCEQ regarding a waste treatment plant. The expect that action on the septic permitting may be at least 6 months out. Mr. Green also asked Charles Lee about his property located at 14360 Hwy 105 East. Mr. Green said at this time they do not have restroom facilities at that location.

Council reviewed minutes for the previous meeting. After review, a motion was made by Tom Robinson to accept the minutes as given. The motion was seconded by Jason Wieghat and approved with all voting in favor.

The financial report was reviewed by council. A motion was made by Jason Wieghat to accept the financial reports as given. The motion was seconded by Ryan Wallace and approved with all voting in favor.

First business to come before council was to consider denying by ordinance the distribution cost recovery factor rate increase requested by Entergy Texas, Inc. A motion was made by Jason Wieghat to deny, by Ordinance, Entergy's request to amend its Distribution Cost Recovery Factor in total. The motion was seconded by Charlie Musgrove and approved with all voting in favor. (Ord.#126)

Next business to come before council was to consider an ordinance adopting and incorporating by reference the Texas Governor's executive order GA-18 issued on April 27, 2020 and adopting any subsequent executive orders issued by the Texas Governor in response to the Covid-19 virus disaster and authorizing the mayor to take all emergency action necessary related to the Covid-19 disaster. This is a routine ordinance to adopt what the Governor has already done and/or may do later leaving it open for FEMA money. After discussion, a motion was made by Tom Robinson to approve the ordinance; seconded by Bill Green and approved with all voting in favor.

Next business was to consider adopting a municipal residential building permit inspection and plan review fee schedule for all residential buildings in the city. If the city adopts this ordinance, it will require an inspector. Larry Foerster, City Attorney suggested an independent contractor, Rick Hanna from Huntsville to set fee schedule, inspects and sets to code. He would be happy to attend a council meeting and explain his function. This will be an agenda item on the June council meeting.

Next item on the agenda was to consider adopting various building, mechanical and plumbing codes related to all international codes for residential and commercial buildings and structures in the city, including fire, plumbing, fuel gas, electric, mechanical, energy conservation, property maintenance, swimming pools and spas, existing buildings, and performance codes, including appendixes, the

international plumbing code and the national electric code; designating a city building official; providing for permits and fees; providing penalties not to exceed a $500 fine for any violation thereof. Larry Foerster said he would send Shephard's Mobile Home guidelines over and let council decide if this is something we want to pursue.

There was discussion regarding outstanding bills for damage to water lines on two separate incidents by Vertek, Invoice amount $604.51 and Volt Power in invoice amount of $329.02. Volt Power had stated they would make their payment upon receipt of a settlement and release agreement signed by representative of City of Cut and Shoot. After discussion, a motion was made by Tom Robinson to have Larry Foerster send a letter to Vertek by certified mail regarding the payment for damage to water line. The motion was seconded by Ryan Wallace and passed with all voting in favor. Also, a motion was made by Tom Robinson to accept a payment of $329.02 from Volt Power for the damage they did to one of our water lines. The motion was seconded by Jason Wieghat and approved with all voting in favor.

Next business was report from Darcy Tramm over monthly operational expenses for A-1 Utility & Construction Services during the month of April. The adjusted water loss for the month was 7.06%. The total water pumped during April is 11,594,000 gallons. The payment to SJRA-GRP Division $31,651.62. There were 35 work orders for water related services, 20 residential water meters replaced and 69 line locate requests. A-1 flushed a total of 11,000 gallons. Jonathan White was not able to attend the meeting to give a report on Hwy 105 water line relocate. There were figures available for review and no action was needed.

Next business, Mayor Dalhaus adjourned the meeting at 8:26 PM to go into Executive Session pursuant to Texas Government Code Sections 551.071-551.084, under the Open Meetings Act, for the following purpose under Section 551.074 of the Texas Government Code; to discuss and deliberate on personnel matters.

Next business, Mayor Dalhaus opened the meeting back in open session at 8:50 PM with no action to be taken from the executive session.

Next business was report on police activities by Chief Gomez. There was a total of 54 calls for service with 30 citations issued and 8 reports completed. Chief reported that Norman Wilkerson is now on the Spillman System. He also reported their computers are now changed. They are now working and sending again.

With no further business to come before the council, Tom Robinson made a motion to adjourn; seconded by Ryan Wallace and passed with all voting approval.

Nyla Akin Dalhaus

Nyla Akin Dalhaus, Mayor

Amy L Wade

Amy L. Wade, City Secretary

ORDINANCE NO. 127

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT, TEXAS, TO ADOPT VARIOUS BUILDING, MECHANICAL AND PLUMBING CODES RELATED TO ALL INTERNATIONAL CODES FOR RESIDENTIAL AND COMMERCIAL BUILDINGS AND STRUCTURES IN THE CITY, INCLUDING FIRE, PLUMBING, FUEL GAS, ELECTRIC, MECHANICAL, ENERGY CONSERVATION, PROPERTY MAINTENANCE, SWIMMING POOLS AND SPAS, EXISTING BUILDINGS, AND PERFORMANCE CODES, INCLUDING APPENDIXES, THE INTERNATIONAL PLUMBING CODE, AND THE NATIONAL ELECTRIC CODE; DESIGNATING A CITY BUILDING OFFICIAL; PROVIDING FOR INSPECTION ACTIVITIES BY THE BUILDING OFFICIAL; PROVIDING FOR PERMITS AND FEES; PROVIDING PENALTIES NOT TO EXCEED A $500 FINE FOR ANY VIOLATION THEREOF; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SAVINGS CLAUSE; PROVIDING A TEXAS OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE AFTER PUBLICATION AS PROVIDED BY LAW.**

**WHEREAS**, it is the desire of the City Council of the City of Cut and Shoot, Texas, to adopt, in all respects, certain codes published by the International Code Council, relating to all applicable building, mechanical and plumbing codes for both commercial and residential structures; and

**WHEREAS**, the adoption of these 2018 International Code Series as published by the International Code Council, as herein amended, is done to facilitate proper inspection activities by the City of Cut and Shoot, Montgomery County, Texas, relating to construction and to maintenance of all buildings and structures within the corporate limits of said City of Cut and Shoot, Texas, and relating to public safety, health, and general welfare; and

**WHEREAS,** the International Residential Code and International Performance Code requires the adoption of each of their appendixes in order for them to be enforceable; and

**WHEREAS,** the City Council believes it is important that all such appendixes be adopted, including Appendix Q of the International Residential Code, entitled "Tiny Houses;" and

**WHEREAS**, the adoption of the current edition of the National Electric Code as published by the National Fire Protection Association (NFPA), as herein amended, is done to facilitate proper inspection activities by the City of Cut and Shoot, Montgomery County, Texas, relating to electrical installation of all buildings and structures within the corporate limits of said City of Cut and Shoot, Texas, and relating to public safety, health, and general welfare; and

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

## SECTION I. INTERNATIONAL BUILDING CODES ADOPTED

The following International Code Council Editions including Appendix Chapters ("the Codes") are hereby adopted by reference as though they were copied herein fully:

2018 International Residential Code ® (for 1 & 2 Family Dwellings only) and Appendixes
A: Sizing and Capacities of Gas Piping,
B: Sizing of Venting Systems Serving Appliances,
C: Exit Terminal of Mechanical Draft and Direct-Vent Venting Systems,
D: Recommended Procedures for Safety Inspection of an Existing Appliance Installation,
E: Manufactured Housing Used as Dwellings,
G: Piping Standards for Various Applications,
H: Patio Covers'
J: Existing Building and Structures,
N: Venting Methods,
O: Automatic Vehicular Gates,
P: Sizing of Water Piping Systems and
Q: Tiny Houses.
2018 International Building Code ® (for all other residential and commercial construction)
2018 International Fire Code ®
2018 International Mechanical Code ®
2018 International Plumbing Code ® and Appendixes
C: Structural Safety,
E: Sizing of Water Piping Systems
2018 International Fuel Gas Code ®
2018 International Energy Conservation Code ®
2018 International Swimming Pool & Spa Code ®
2018 International Property Maintenance Code ®
2018 International Existing Building Code ®
2018 International Performance Code ® and Appendixes
A: Risk Factors of Use and Occupancy Classifications,
B: Worksheet for Assigning Specific Structures,
C: Individually Substantiated Design Method,
D: Qualification of Characteristics for Design and Review, and
E: Use of Computer Models

## SECTION II. NATIONAL ELECTRIC CODE ADOPTED

The 2017 Edition of the NFPA 70® National Electric Code® is hereby adopted by reference as though it were copied herein fully.

## SECTION III. BUILDING OFFICIAL

When reference is made to the duties of a certain official named within said Codes, that designated official of the City of Cut and Shoot, Montgomery County, Texas, who has duties corresponding to those of the named official in the Codes shall be deemed the ***Building Official*** or his/her designee. The Building Official shall periodically review amendments to the International Codes and other building codes and may recommend adoption of such amendments to the City Council. The Building Official may also recommend other local amendments to the International Codes and National Electric Code. Local amendments to these Codes shall be adopted by ordinance and shall control over any conflicting provisions of these Codes.

## SECTION IV. BUILDING CODE PROCEDURES AND INSTRUCTIONS

The City Council hereby authorizes the Building Official to implement Building Permit procedures and instructions for construction of all buildings and structures in the City of Cut and Shoot which are consistent with the Codes and this Ordinance.

## SECTION IV. PERMIT APPLCATION FORMS AND FEES

The City Council hereby authorizes the Building Official and City Secretary to issue permits and collect reasonable fees for all buildings and structures, electrical, mechanical, and plumbing which are consistent with the Codes and this Ordinance.

## SECTION V. CRIMINAL PENALTIES

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 of violation shall be considered a separate violation.

B. In addition to proceeding under authority of this Ordinance, 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 VI. REPEALING CLAUSE

Any matters in said Codes and Appendixes which are contrary to existing Ordinances and Codes of the City of Cut and Shoot, Texas shall prevail; and all other Ordinances in conflict are hereby repealed to the extent of any conflict.

## SECTION VI. SEVERABILITY

If any section, subsection, sentence, clause, provision or part of this Ordinance shall be held invalid for any reason, the remainder of this Ordinance shall not be affected thereby but shall remain in full force and effect.

## SECTION V. TEXAS OPEN MEETINGS ACT

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 VI. EFFECTIVE DATE

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

PASSED AND APPROVED by the City Council of the City of Cut and Shoot, Texas, on the 9 day of JULY, 2020.

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

Tom Robinson, Mayor Pro-Tem

ATTEST:

Amy Wade, City Secretary

ORDINANCE NO. 128

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT, TEXAS, TO ADOPT VARIOUS BUILDING, MECHANICAL AND PLUMBING CODES FOR RESIDENTIAL AND COMMERCIAL BUILDINGS AND STRUCTURES IN THE CITY, INCLUDING FIRE, PLUMBING, FUEL GAS, ELECTRIC, MECHANICAL, ENERGY CONSERVATION, PROPERTY MAINTENANCE, SWIMMING POOLS AND SPAS, EXISTING BUILDINGS, AND PERFORMANCE CODES, INCLUDING APPENDIXES, THE INTERNATIONAL PLUMBING CODE, AND THE NATIONAL ELECTRIC CODE; EXCEPTING FROM THE ENFORCEMENT OF SUCH CODES ANY EXISTING RESIDENTIAL STRUCTURES IN THE CITY; DESIGNATING A CITY BUILDING OFFICIAL; PROVIDING FOR INSPECTION ACTIVITIES BY THE BUILDING OFFICIAL; PROVIDING FOR PERMITS AND FEES; PROVIDING PENALTIES NOT TO EXCEED A $500 FINE FOR ANY VIOLATION THEREOF; REPEALING CITY ORDINANCE NO. 127 AND ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SAVINGS CLAUSE; PROVIDING A TEXAS OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE OF SEPTEMBER 1, 2020 AFTER PUBLICATION.**

**WHEREAS**, it is the desire of the City Council of the City of Cut and Shoot, Texas, to adopt, in all respects, certain codes published by the International Code Council, relating to all applicable building, mechanical and plumbing codes for both commercial and new residential structures; and

**WHEREAS**, the City Council approved City Ordinance No. 127, dated July 9, 2020, by which the International Building Codes and National Electric Code were adopted; and

**WHEREAS**, the adoption of these **2018 Editions of the International Code Series** as published by the International Code Council, as herein amended, is done to facilitate proper inspection activities by the City of Cut and Shoot, Montgomery County, Texas, relating to construction and to maintenance of all buildings and structures within the corporate limits of said City of Cut and Shoot, Texas, and relating to public safety, health, and general welfare; and

**WHEREAS,** the International Residential Code®, International Plumbing Code® and International Performance Code® requires the adoption of each specific appendix in order for them to be enforceable; and

**WHEREAS,** the City Council believes it is important that all such appendixes be adopted, including Appendix Q of the International Residential Code®, entitled "Tiny Houses;" and

**WHEREAS**, the adoption of the **2020 Edition of the National Electric Code®** as published by the National Fire Protection Association (NFPA), as herein amended, is done to facilitate proper inspection activities by the City of Cut and Shoot, Montgomery County, Texas,

relating to electrical installation of all buildings and structures within the corporate limits of said City of Cut and Shoot, Texas, and relating to public safety, health, and general welfare; and

**WHEREAS**, the City Council finds that it is in the best interest of its citizens that such building codes should not be enforced for existing residential structures in the City but only for new residential construction and for existing and new commercial construction:

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

## SECTION I. INTERNATIONAL BUILDING CODES ADOPTED

Subject to the exceptions for existing residential structures found in Section III below, the following International Code Council Editions including Appendix Chapters ("the Codes") are hereby adopted by reference as though they were copied herein fully:

2018 International Residential Code® (for 1 & 2 Family Dwellings only) and Appendixes

- A: Sizing and Capacities of Gas Piping,
- B: Sizing of Venting Systems Serving Appliances,
- C: Exit Terminal of Mechanical Draft and Direct-Vent Venting Systems,
- D: Recommended Procedures for Safety Inspection of an Existing Appliance Installation,
- E: Manufactured Housing Used as Dwellings,
- G: Piping Standards for Various Applications,
- H: Patio Covers,
- I: Private Sewerage Disposal,
- J: Existing Building and Structures,
- N: Venting Methods,
- O: Automatic Vehicular Gates,
- P: Sizing of Water Piping Systems and
- Q: Tiny Houses.

2018 International Building Code® (for all other residential and commercial construction)

2018 International Fire Code®

2018 International Mechanical Code®

2018 International Plumbing Code® and Appendixes

- C: Structural Safety,
- E: Sizing of Water Piping Systems

2018 International Fuel Gas Code®

2018 International Energy Conservation Code®

2018 International Swimming Pool & Spa Code®
2018 International Property Maintenance Code®
2018 International Existing Building Code®
2018 International Performance Code® and Appendixes
A: Risk Factors of Use and Occupancy Classifications,
B: Worksheet for Assigning Specific Structures,
C: Individually Substantiated Design Method,
D: Qualification of Characteristics for Design and Review, and
E: Use of Computer Models

## SECTION II. NATIONAL ELECTRIC CODE® ADOPTED

The 2020 Edition of the NFPA 70® National Electric Code® is hereby adopted by reference as though it were copied herein fully.

## SECTION III. EXISTING RESIDENTIAL STRUCTURES EXCEPTED

The International Building Codes and National Electric Code adopted herein shall not apply to existing residential construction in the City of Cut and Shoot as of the effective date of this Ordinance. Specifically, they shall not apply to any improvements or additions to existing residential structures, to include the replacement of existing mechanical, plumbing and electrical facilities in existing residential structures.

## SECTION IV. BUILDING OFFICIAL

When reference is made to the duties of a certain official named within said Codes, that designated official of the City of Cut and Shoot, Montgomery County, Texas, who has duties corresponding to those of the named official in the Codes shall be deemed the ***Building Official*** or his/her designee. The Building Official shall periodically review amendments to the International Codes and other building codes and may recommend adoption of such amendments to the City Council. The Building Official may also recommend other local amendments to the International Codes and National Electric Code. Local amendments to these Codes shall be adopted by ordinance and shall control over any conflicting provisions of these Codes.

## SECTION V. BUILDING CODE PROCEDURES AND INSTRUCTIONS

The City Council hereby authorizes the Building Official to implement Building Permit procedures and instructions for construction of all buildings and structures in the City of Cut and Shoot which are consistent with the Codes and this Ordinance.

## SECTION VI. PERMIT APPLCATION FORMS AND FEES

The City Council hereby authorizes the Building Official and City Secretary to issue permits and collect reasonable fees for all buildings and structures, electrical, mechanical, and plumbing which are consistent with the Codes and this Ordinance.

## SECTION VII. CRIMINAL PENALTIES

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 of violation shall be considered a separate violation.

B. In addition to proceeding under authority of this Ordinance, 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 VIII. REPEALING CLAUSE

City Ordinance No. 127 dated July 9, 2020 is hereby repealed and replaced. Any matters in said Codes and Appendixes which are contrary to existing Ordinances and Codes of the City of Cut and Shoot, Texas shall prevail; and all other Ordinances in conflict are hereby repealed to the extent of any conflict.

## SECTION X. SEVERABILITY

If any section, subsection, sentence, clause, provision, or part of this Ordinance shall be held invalid for any reason, the remainder of this Ordinance shall not be affected thereby but shall remain in full force and effect.

## SECTION XI. TEXAS OPEN MEETINGS ACT

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 XII. EFFECTIVE DATE

This Ordinance shall be effective on September 1, 2020 after its publication as provided by law.

PASSED AND APPROVED by the City Council of the City of Cut and Shoot, Texas, on the 10th day of September, 2020.

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

Nyla Dalhaus

Nyla Dalhaus, Mayor

ATTEST:

Amy L Wade

Amy Wade, City Secretary

ORDINANCE NO. 128-A

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT, TEXAS, TO ADOPT VARIOUS BUILDING, MECHANICAL AND PLUMBING CODES RELATED TO ALL INTERNATIONAL CODES FOR RESIDENTIAL AND COMMERCIAL BUILDINGS AND STRUCTURES IN THE CITY, INCLUDING FIRE, PLUMBING, FUEL GAS, ELECTRIC, MECHANICAL, ENERGY CONSERVATION, PROPERTY MAINTENANCE, SWIMMING POOLS AND SPAS, EXISTING BUILDINGS, AND PERFORMANCE CODES, INCLUDING APPENDIXES, THE INTERNATIONAL PLUMBING CODE, AND THE NATIONAL ELECTRIC CODE; DESIGNATING A CITY BUILDING OFFICIAL; PROVIDING FOR INSPECTION ACTIVITIES BY THE BUILDING OFFICIAL; PROVIDING FOR PERMITS AND FEES; PROVIDING PENALTIES NOT TO EXCEED A $500 FINE FOR ANY VIOLATION THEREOF; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SAVINGS CLAUSE; PROVIDING A TEXAS OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE AFTER PUBLICATION AS PROVIDED BY LAW.**

**WHEREAS**, it is the desire of the City Council of the City of Cut and Shoot, Texas, to adopt, in all respects, certain codes published by the International Code Council, relating to all applicable building, mechanical and plumbing codes for both commercial and residential structures; and

**WHEREAS**, the adoption of these 2018 International Code Series as published by the International Code Council, as herein amended, is done to facilitate proper inspection activities by the City of Cut and Shoot, Montgomery County, Texas, relating to construction and to maintenance of all buildings and structures within the corporate limits of said City of Cut and Shoot, Texas, and relating to public safety, health, and general welfare; and

**WHEREAS,** the International Residential Code and International Performance Code requires the adoption of each of their appendixes in order for them to be enforceable; and

**WHEREAS,** the City Council believes it is important that all such appendixes be adopted, including Appendix Q of the International Residential Code, entitled "Tiny Houses;" and

**WHEREAS**, the adoption of the current edition of the National Electric Code as published by the National Fire Protection Association (NFPA), as herein amended, is done to facilitate proper inspection activities by the City of Cut and Shoot, Montgomery County, Texas, relating to electrical installation of all buildings and structures within the corporate limits of said City of Cut and Shoot, Texas, and relating to public safety, health, and general welfare; and

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

## SECTION I. INTERNATIONAL BUILDING CODES ADOPTED

The following International Code Council Editions including Appendix Chapters ("the Codes") are hereby adopted by reference as though they were copied herein fully:

2018 International Residential Code ® (for 1 & 2 Family Dwellings only) and Appendixes

A: Sizing and Capacities of Gas Piping,

B: Sizing of Venting Systems Serving Appliances,

C: Exit Terminal of Mechanical Draft and Direct-Vent Venting Systems,

D: Recommended Procedures for Safety Inspection of an Existing Appliance Installation,

E: Manufactured Housing Used as Dwellings,

G: Piping Standards for Various Applications,

H: Patio Covers'

J: Existing Building and Structures,

N: Venting Methods,

O: Automatic Vehicular Gates,

P: Sizing of Water Piping Systems and

Q: Tiny Houses.

2018 International Building Code ® (for all other residential and commercial construction)

2018 International Fire Code ®

2018 International Mechanical Code ®

2018 International Plumbing Code ® and Appendixes

C: Structural Safety,

E: Sizing of Water Piping Systems

2018 International Fuel Gas Code ®

2018 International Energy Conservation Code ®

2018 International Swimming Pool & Spa Code ®

2018 International Property Maintenance Code ®

2018 International Existing Building Code ®

2018 International Performance Code ® and Appendixes

A: Risk Factors of Use and Occupancy Classifications,

B: Worksheet for Assigning Specific Structures,

C: Individually Substantiated Design Method,

D: Qualification of Characteristics for Design and Review, and

E: Use of Computer Models

## SECTION II. NATIONAL ELECTRIC CODE ADOPTED

The 2017 Edition of the NFPA 70® National Electric Code® is hereby adopted by reference as though it were copied herein fully.

## SECTION III. BUILDING OFFICIAL

When reference is made to the duties of a certain official named within said Codes, that designated official of the City of Cut and Shoot, Montgomery County, Texas, who has duties corresponding to those of the named official in the Codes shall be deemed the ***Building Official*** or his/her designee. The Building Official shall periodically review amendments to the International Codes and other building codes and may recommend adoption of such amendments to the City Council. The Building Official may also recommend other local amendments to the International Codes and National Electric Code. Local amendments to these Codes shall be adopted by ordinance and shall control over any conflicting provisions of these Codes.

## SECTION IV. BUILDING CODE PROCEDURES AND INSTRUCTIONS

The City Council hereby authorizes the Building Official to implement Building Permit procedures and instructions for construction of all buildings and structures in the City of Cut and Shoot which are consistent with the Codes and this Ordinance.

## SECTION IV. PERMIT APPLCATION FORMS AND FEES

The City Council hereby authorizes the Building Official and City Secretary to issue permits and collect reasonable fees for all buildings and structures, electrical, mechanical, and plumbing which are consistent with the Codes and this Ordinance.

## SECTION V. CRIMINAL PENALTIES

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 of violation shall be considered a separate violation.

B. In addition to proceeding under authority of this Ordinance, 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 VI. REPEALING CLAUSE

Any matters in said Codes and Appendixes which are contrary to existing Ordinances and Codes of the City of Cut and Shoot, Texas shall prevail; and all other Ordinances in conflict are hereby repealed to the extent of any conflict.

## SECTION VI. SEVERABILITY

If any section, subsection, sentence, clause, provision or part of this Ordinance shall be held invalid for any reason, the remainder of this Ordinance shall not be affected thereby but shall remain in full force and effect.

## SECTION V. TEXAS OPEN MEETINGS ACT

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 VI. EFFECTIVE DATE

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

PASSED AND APPROVED by the City Council of the City of Cut and Shoot, Texas, on the 9 day of July, 2020.

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

Tom Robinson, Mayor Pro-Tem

ATTEST:

Amy Wade, City Secretary

# ORDINANCE

Motion was made by Jason Wright seconded by Ryan Wallace, that the following Ordinance be adopted.

**ORDINANCE NO. : 129**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT, TEXAS, ADOPTING A MUNICIPAL BUILDING PERMIT INSPECTION AND PLAN REVIEW FEE SCHEDULE FOR ALL RESIDENTIAL AND COMMERCIAL BUILDINGS IN THE CITY; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SAVINGS CLAUSE; PROVIDING A TEXAS OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE AFTER PUBLICATION**

**WHEREAS**, the City Council of the City of Cut and Shoot, Montgomery County, Texas, has adopted certain codes published by the International Code Council and National Fire Protection Association, as may be amended from time to time, relating to all applicable building, mechanical, electrical, and plumbing codes for both commercial and residential structures; and

**WHEREAS**, the adoption of these International Code Series as published by the International Code Council and the National Electrical Code published by the National Fire Protection Association is done to facilitate proper inspection activities by the City of Cut and Shoot, Texas, relating to construction and to maintenance of all buildings and structures within the corporate limits of said City of Cut and Shoot, Texas, and relating to public safety, health, and general welfare; and

**WHEREAS**, pursuant to recent Texas legislation, the City Council finds it necessary to approve residential building permit and inspection fee schedules to charge fees for new residential construction, based upon total covered area rather than the value of construction; therefore a separate schedule is necessary; and

**WHEREAS**, the City Council finds it also necessary to approve commercial building permit and inspection fee schedules for existing and commercial construction in the City;

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

**SECTION I.**

The residential (other than R-3) and commercial building permit, inspection and plan review fee schedule is hereby approved related to all residential and commercial construction by adopting the Municipal Building Permit Inspection-Plan Review Fee Schedule which is hereby attached and

incorporated in **Exhibit "A."**

Residential (R-3) building permit, inspection and plan review fee schedule is hereby approved related to all residential one-and-two family dwellings by adopting the Municipal Residential (R-3) Building Permit ·Inspection-Plan Review Fee Schedule which is hereby attached and incorporated in **Exhibit "B."**

Commercial building permit, inspection, and plan review fee schedule is hereby approved for all commercial construction in the City, which is hereby attached and incorporated in **Exhibit "C."**

**SECTION II.**

**REPEALING CLAUSE.** Any matters in this Ordinance which are contrary to existing Ordinances and Code of Ordinances of the City of Cut and Shoot, Montgomery County, Texas, shall prevail; and all other Ordinances in conflict are hereby repealed to the extent of any conflict.

**SECTION III.**

**SEVERABILITY.** If any section, subsection, sentence, clause, provision or part of this Ordinance shall be held invalid for any reason, the remainder of this Ordinance shall not be affected thereby but shall remain in full force and effect.

**SECTION IV.**

**TEXAS OPEN MEETINGS ACT**. 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 V.**

**EFFECTIVE DATE.** This Ordinance shall take effect and be in force from and after its publication as provided by law.

PASSED AND APPROVED by the City Council of the City of Cut and Shoot Texas, on the 10th day of SeptemBer, 2020.

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

Nyla Dalhaus

Nyla Dalhaus, Mayor

ATTEST:

Amy Wade, City Secretary

HP LaserJet Pro MFP M428fdw

Fax Log for
Jun 23 2022 1:36pm

## Last Transaction

| Date | Time | Type | Station ID | Duration | Pages | Result |
|---|---|---|---|---|---|---|
| | | | | Digital Fax | | |
| Jun 23 | 1:35pm | Fax Sent | 9367562606 | 1:03<br>N/A | 2 | OK |

HP LaserJet Pro MFP M428fdw

Fax Log for
Jun 23 2022 1:37pm

## Last Transaction

| Date | Time | Type | Station ID | Duration | Pages | Result |
|---|---|---|---|---|---|---|
| | | | | Digital Fax | | |
| Jun 23 | 1:37pm | Fax Sent | 9367562606 | 0:21<br>N/A | 1 | OK |

# 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 | 208.92 | 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:**

| | | |
|---|---|---|
| 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 |
| Temporary Power Pole (inspection included) | | $75.00 |
| Electrical yard light (inspection included) | | $75.00 |
| Parking lot light pole – first two poles (inspections included) | | $75.00 |
| Each additional light pole | | $15.00 |
| Electrical reconnection or turn on (inspection included) | | $75.00 per building |
| Generator (electrical ground. rough and final inspections included) | | $275.00 |
| Swimming pool (trench and final inspections included) | | $200.00 |
| Spa Only (trench and final inspections included) | | $200.00 |
| Electrical re-inspection fee | | $75.00 |

**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 |
| 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 additional100 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 |

HP LaserJet Pro MFP M428fdw

Fax Log for
Jun 23 2022 1:44pm

Last Transaction

| Date | Time | Type | Station ID | Duration | Pages | Result |
|---|---|---|---|---|---|---|
| | | | | Digital Fax | | |
| Jun 23 | 1:40pm | Fax Sent | 9367562606 | 3:26<br>N/A | 10 | OK |

**Municipal Residential (R-3) Building Permit Inspection-Plan Review Fee Schedule (based on Total Covered Area)**

**Exhibit "B"**

| Sq Ft[1] | | $ | Permit[2] | Base | Review | Total |
|---|---|---|---|---|---|---|
| < | 1,000 | 0.48 | 480 | 50.00 | 240 | 770 |
| 1,000 | 1,499 | 0.46 | 690 | 50.00 | 345 | 1,084 |
| 1,500 | 1,999 | 0.44 | 880 | 50.00 | 440 | 1,369 |
| 2,000 | 2,499 | 0.42 | 1050 | 50.00 | 525 | 1,624 |
| 2,500 | 2,999 | 0.40 | 1200 | 50.00 | 600 | 1,849 |
| 3,000 | 3,499 | 0.38 | 1330 | 50.00 | 665 | 2,044 |
| 3,500 | 3,999 | 0.36 | 1440 | 50.00 | 720 | 2,209 |
| 4,000 | 4,499 | 0.34 | 1530 | 50.00 | 765 | 2,344 |
| 4,500 | 4,999 | 0.32 | 1600 | 50.00 | 800 | 2,450 |
| 5,000 | 5,499 | 0.31 | 1705 | 50.00 | 852 | 2,607 |
| 5,500 | 5,999 | 0.30 | 1800 | 50.00 | 900 | 2,750 |
| 6,000 | 6,499 | 0.29 | 1885 | 50.00 | 942 | 2,877 |
| 6,500 | 6,999 | 0.28 | 1960 | 50.00 | 980 | 2,990 |
| 7,000 | 7,499 | 0.27 | 2025 | 50.00 | 1,012 | 3,087 |
| 7,500 | 7,999 | 0.26 | 2080 | 50.00 | 1,040 | 3,170 |
| 8,000 | 8,499 | 0.25 | 2125 | 50.00 | 1,062 | 3,237 |
| 8,500 | 8,999 | 0.24 | 2160 | 50.00 | 1,080 | 3,290 |
| 9,000 | 9,999 | 0.23 | 2300 | 50.00 | 1,150 | 3,500 |
| > | 10,000 | | 2500 | 50.00 | 1,250 | 3,800 |

Greater than 11,000 = $3,800 + $0.20 per addtl 1,000 sf

[1] Covered Area = Foundation/Slab area for 1 story or Lowest Floor Foundation area + each upstairs area for multi-story

[2] Required Inspections from Permit Fee = Foundation, Rough Framing, Rough Energy & Building Final (4)

| **Residential Mechanical, Electrical & Plumbing Permits** | | | | | |
|---|---|---|---|---|---|
| **Base Permit Fee + $75 per inspection up to 5,000sf** | | | | | |
| Inspections | | | Base | Inspect | Total |
| 1 | | | 50 | 75 | 125 |
| 2 | | | 50 | 150 | 200 |

| | | | | | |
|---|---|---|---|---|---|
| 3 | | | 50 | 225 | 275 |
| 4 | | | 50 | 300 | 350 |
| 5 | | | 50 | 375 | 425 |
| 6 | | | 50 | 450 | 500 |
| Reinspection | | | | 75 | 75 |

over 5,000 sf add $10 per 1,000 sf

ver 3.31
09/01/20

HP LaserJet Pro MFP M428fdw

Fax Log for
Jun 23 2022 1:48pm

Last Transaction

| Date | Time | Type | Station ID | Duration | Pages | Result |
|---|---|---|---|---|---|---|
| | | | | Digital Fax | | |
| Jun 23 | 1:47pm | Fax Sent | 9367562606 | 0:44<br>N/A | 2 | OK |

34115595

Ord 129

# HEARST

**MEDIA SOLUTIONS**

Houston Chronicle | Houston Community Newspapers & Media Group | The Courier

CITY OF CUT AND SHOOT
PO BOX 7364
CONROE, TX 77306

**REMITTANCE ADDRESS**

Houston Chronicle
PO BOX 80075
PRESCOTT, AZ 86304-8075

## Invoice Bill

**04/29/2021**

Invoice # 34115595

Purchase Oder No.

Bill Account Number: 20020785

| Adv Number | Advertiser Name | Publication | Placement | Position | Pub Date | Amount |
|---|---|---|---|---|---|---|
| 20020785 | CITY OF CUT AND SHOOT | HCN Conroe Courier | Legals | Legal Notices | 04/29/21 | 93.00 |
| | | | | | **Total** | **93.00** |

0034115595 CITY OF ... Chronicle

HC MEDIA GROUP

HEARST corporation

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personall appeared, the Newspaper Representative at the HOUSTON CHRONICLE, a daily newspaper published i Harris County, Texas, and generally circulated in the Counties of: HARRIS, TRINITY, WALKER, GRIMES POLK, SAN JACINTO, WASHINGTON, MONTGOMERY, LIBERTY, AUSTIN, WALLER, CHAMBERS, COLORADO, BRAZORIA, FORT BEND, GALVESTON, WHARTON, JACKSON, and MATAGORDA and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was publishe to-wit:

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CITY OF CUT AND SHOOT 0034115595 HOUC015211324
RAN A LEGAL NOTICE
SIZE BEING: 2 x12 L

| Product | Date | Class | Page |
|---|---|---|---|
| HCN Conroe Courier | Apr 29 2021 | Legal Notices | A 12 |
| HCN Conroe Courier | Apr 29 2021 | Legal Notices | A 12 |
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| HCN Conroe Courier | Apr 29 2021 | Legal Notices | A 12 |
| HCN Conroe Courier | Apr 29 2021 | Legal Notices | A 12 |

Victoria Bond A/R Clerk

NEWSPAPER REPRESENTATIVE

Sworn and subscribed to before me, this 29th Day of April A.D. 2021




Notary Public in and for the State of Texas

LEGAL NOTICE

ORDINANCE NO. 129

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT, TEXAS, ADOPTING A MUNICIPAL BUILDING PERMIT INSPECTION AND PLAN REVIEW FEE SCHEDULE FOR ALL RESIDENTIAL AND COMMERCIAL BUILDINGS IN THE CITY; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SAVINGS CLAUSE; PROVIDING A TEXAS OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE AFTER PUBLICATION.

---

LEGAL NOTICE

ORDINANCE NO. 135

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT, TEXAS, ADOPTING, A NEW MUNICIPAL BUILDING PERMIT INSPECTION AND PLAN REVIEW FEE SCHEDULE, FOR ALL RESIDENTIAL AND COMMERCIAL BUILDINGS IN THE CITY; ASSESSING A TEN PERCENT (10%) ADMINISTRATIVE CHARGE TO EACH FEE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SAVINGS CLAUSE; PROVIDING A TEXAS OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE AFTER PUBLICATION.

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LEGAL NOTICE

ORDINANCE NO. 136

A TRAFFIC ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT, TEXAS, SETTING A SPEED LIMIT OF 25 MILES PER HOUR FOR MOTOR VEHICLES TRAVELING ON A PORTION OF MILLMAC ROAD IN THE CITY; AUTHORIZING THE CITY POLICE CHIEF TO PLACE WARNING SIGNS AT THE CANEY CREEK BRIDGE ON MILLMAC ROAD TO REDUCE THE SPEED OF VEHICLES CROSSING THE BRIDGE; PROVIDING CRIMINAL PENALITIES OF UP TO $500 FOR A VIOLATION OF THIS ORDINANCE; PROVIDING A SEVERABLILITY CLAUSE; PROVIDING A CONFLICT OF ORDINANCES CLAUSE; PROVIDING A TEXAS OPEN MEETINGS ACT CLAUSE; AND SETTING AN EFFECTIVE DATE AFTER PUBLICATION.

Motion was made by Jason Weishat, seconded by Charlie Musgrove, that the following Ordinance by 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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# 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 maybe 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, <u>provided</u> 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 Permitee 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 at a 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 10th day of September, 2020.

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

Nyla Dalhaus
NYLA DALHAUS, Mayor

ATTEST:
Amy L Wade
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:**

| | | |
|---|---|---|
| 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 |
| Temporary Power Pole (inspection included) | | $75.00 |
| Electrical yard light (inspection included) | | $75.00 |
| Parking lot light pole – first two poles (inspections included) | | $75.00 |
| Each additional light pole | | $15.00 |
| Electrical reconnection or turn on (inspection included) | | $75.00 per building |
| Generator (electrical ground. rough and final inspections included) | | $275.00 |
| Swimming pool (trench and final inspections included) | | $200.00 |
| Spa Only (trench and final inspections included) | | $200.00 |
| Electrical re-inspection fee | | $75.00 |

**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 |
| 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 additional100 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 |



BUREAU VERITAS

# 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* | _____<br>_____<br>_____<br>_____ |
| *If to BVNA* | Bureau Veritas North America, Inc.<br>Attn: Contract Processing<br>1000 Jupiter Road, Suite 900<br>Plano, TX 75074 |
| *With cc to:* | Bureau Veritas North America, Inc.<br>Attention: Legal Department<br>1601 Sawgrass Corporate Parkway, Suite 400<br>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:

Print Name: DAVID STEPHENS

Title: DIRECTOR

Date: 3-29-2021

DTQRR: David Stanford

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 (ETJ).
- 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.
- BV 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.

**2. 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.

**3. 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 |
|---|---|
| $1.00 to $10,000.00 | $50.00 |
| $10,001.00 to $25,000.00 | $70.69 for the first $10,000.00 plus $5.46 for each additional $1000.00 |
| $25,001.00 to $50,000.00 | $152.59 for the first $25,000.00 plus $3.94 for each additional $1000.00 |
| $50,001.00 to $100,000.00 | $251.09 for the first $50,000.00 plus $2.73 for each additional $1000.00 |
| $100,001.00 to $500,000.00 | $387.59 for the first $100,000.00 plus $2.19 for each additional $1000.00 |
| $500,001.00 to $1,000,000.00 | $1,263.59 for the first $500,000.00 plus $1.85 for each additional $1000.00 |
| $1,000,001.00 and up | $2,188.59 for the first $1,000,000.00 plus $1.23 for each additional $1000.00 |

**Residential construction plan review and inspection**

**Commercial and Multi-Family construction inspection**

| Valuation | Fee |
|---|---|
| $1.00 to $10,000.00 | $76.92 |
| $10,001.00 to $25,000.00 | $108.75 for the first $10,000.00 plus $8.40 for each additional $1000.00 |
| $25,001.00 to $50,000.00 | $234.75 for the first $25,000.00 plus $6.06 for each additional $1000.00 |
| $50,001.00 to $100,000.00 | $386.25 for the first $50,000.00 plus $4.20 for each additional $1000.00 |
| $100,001.00 to $500,000.00 | $596.25 for the first $100,000.00 plus $3.36 for each additional $1000.00 |
| $500,001.00 to $1,000,000.00 | $1,940.25 for the first $500,000.00 plus $2.85 for each additional $1000.00 |
| $1,000,001.00 and up | $3,365.25 for the first $1,000,000.00 plus $1.89 for each additional $1000.00 |

**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**

* Backup 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<br>* Minimum one hour per inspection | $150.00 per hour |
| **Annual Fire Safety Inspections** | |
| Day Care, Foster Home, Commercial Business<br>(each inspection and re-inspection per location) | $100.00 |
| Nursing Home / Assisted Living / School<br>(each inspection and re-inspection per location) | $250.00 |
| **Underground / Aboveground Fuel Storage Tanks** | |
| Fire Code Plan Review | $350.00 |
| Fire Code Inspection | $450.00 |
| **Site Plan** | |
| 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:

Square Foot Construction Costs

| Group (2012 International Building Code) | 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 $400.00
(2 TFER inspections) (No fee for one re-inspection, per permit year, if required)

Cost of Service for Mobile Food Vendor (Hot and Cold Truck) and Seasonal Vendor permits $200.00
(1 TFER inspection) (No fee for one re-inspection, per permit year, if required)

Cost of Service for Public Swimming Pool inspections $200.00
(1 inspection per year) (No fee for one re-inspection, per permit year, if required)

| | |
|---|---|
| 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. * Minimum one hour. | $150.00 per hour |

**Planning and Mapping Services**

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

| Item | Comprehensive Planning and Mapping Elements | Cost / 100 people | Min. Hours |
|---|---|---|---|
| 1 | Base Planning<br>a. Base Map*<br>b. Land Use<br>c. Population<br>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<br>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) |
| SUP 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 | $1,000 per person \| Min. 33 hours |
| 911 Address mapping (First Time) | $150 per hour (1 hour minimum) |
| 911 Address mapping updates | $225 per hour (1 hour minimum) |
| City Council Planning and Zoning Meeting | $175 per hour (1 hour minimum) |
| Contract Planning Director | $150 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. |

ORDINANCE NO. 131

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT, TEXAS, REQUIRING AN ECONOMIC AND UTILITY FEASIBILITY STUDY TO BE PERFORMED ON NEW DEVELOPMENTS WITHIN THE CITY; PROVIDING FOR AN ESCROW AGREEMENT TO REIMBURSE THE CITY FOR ITS EXPENSES RELATED TO THE STUDY AND PLATTING; PROVIDING A TEXAS OPEN MEETINGS ACT CLAUSE; AND PROVIDING AN EFFECTIVE DATE UPON PUBLICATION.**

**WHEREAS,** the City of Cut and Shoot, Texas is experiencing rapid growth with new single-family residential, multi-family residential, and commercial and industrial development; and

**WHEREAS,** such rapid growth of undeveloped property within the corporate city limits will tax the water distribution facilities of the City and the water well facilities, along with drainage and city streets; and

**WHEREAS**, the City Council of the City of Cut and Shoot finds that it is prudent to require an economic and utility feasibility study for the future development of acreage within the corporate city limits.

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

**SECTION 1.** The City of Cut and Shoot shall require the developer to fund an economic and utility feasibility study of all proposed developments requiring the equivalent of five (5) or more single-family connections in advance of any approval by the City Council.

**SECTION 2.** The Economic and Utility Feasibility Study shall be performed by the City's city engineer or the City's designee, a Texas professional engineer, who will identify the following:

a. *Water Plants*: to determine if the capacity is available; to determine if upgrades are required; to determine potential responsibility and costs for upgrades of the water plant(s);

b. *Water Distribution System and Private Wastewater Collection System*: to determine if the capacity is available in the City's water lines and if the lines need to be extended or upsized to the proposed Development; to determine private wastewater treatment strategy and governing authority for treatment review; potential responsibility and costs for extending utilities;

c. *Storm Sewer System/Storm Water Detention*: to determine if capacity exists

in the infrastructure serving the proposed Development; to determine if detention is required; to determine if regional detention is available; to determine governing authority for drainage review; and to determine potential responsibility and costs;

d. *Streets/Turn Lanes/Traffic Signals*: to determine if a street needs to be extended or widened because of project traffic volumes; to determine if a Traffic Impact Analysis (TIA) is needed; to determine whether turn lanes are needed on the existing streets serving the proposed development; and to determine the potential responsibility and cost.

e. *Revenue*: to calculate the potential water rate revenues and associated expense for any contribution/reimbursement by the City and its financial impact on the City;

f. *Annexation*: to identify whether the tract will require annexation to be served; and identify the cost to process the annexations; and

g. *Schedule*: to identify the developer's potential schedule for the project.

**SECTION 3.** In order to guarantee adequate funds to reimburse the City for engineering, legal and related expenses for the Economic and Utility Feasibility Study and the platting of the proposed development, a developer shall execute an Escrow Agreement with the City in the form substantially found in Exhibit "A" of this Ordinance. The city engineer shall provide the estimated costs of providing such services to the developer which shall be attached as an exhibit to the Escrow Agreement.

**SECTION 4.** 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 the 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 5.** This Ordinance shall be effective upon its publication as provided by law.

PASSED AND APPROVED after a second reading this 12 day of NovemBer 2020.

CITY OF CUT AND SHOOT, TEXAS

Nyla Dalhaus, Mayor
Tom RoBinson, Mayor Pro-Tem

ATTEST:

Amy Wade, City Secretary

**ESCROW AGREEMENT**

**BY AND BETWEEN**

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

**AND**

_____

THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This Escrow Agreement, is made and entered into as of the _____ day of _____, 2019 by and between the CITY OF CUT AND SHOOT, TEXAS, a body politic, and a municipal corporation created and operating under the general laws of the State of Texas (hereinafter called the "City"), and _____, a _____ Corporation, (hereinafter called the "Developer").

## RECITALS

WHEREAS, the Developer desires to acquire and develop all or part of a _____ acre tract of land located _____, Montgomery County, Texas, sometimes referred to as the _____ Tract, and being more particularly described in metes and bounds and map attached here as Exhibit "A" and incorporated herein by reference for all purposes.

WHEREAS, the City policy requires the Developer to establish an Escrow Fund with the City to reimburse the City for engineering costs, legal fees, consulting fees and administrative expenses incurred during the preliminary and final platting phase and for construction management

and inspection services to be provided for during the construction phase; and,

WHEREAS, City has determined that the estimated cost of providing such services will be approximately $_____.00 as detailed in the attached Exhibit "B."

## AGREEMENT

### ARTICLE I

### SERVICES REQUIRED

Section 1.01 The development of the _____ Tract will require the City to utilize its own personnel, its professionals and consultants; and the Escrow Fund will be used to reimburse the City its costs associated with these services.

Section 1.02 In the event other contract services are required related to the development from third parties, payment for such services will be made by the City and reimbursed by the Developer or paid directly by the Developer as the parties may agree.

### ARTICLE II

### FINANCING AND SERVICES

Section 2.01 All estimated costs and professional fees needed by City shall be financed by Developer. Developer agrees to advance funds to City for the purpose of funding such costs as herein set out in Exhibit "B."

Section 2.02 Developer agrees to submit payment(s) of the Escrow Fund to City no later than ten (10) days after the execution of this Escrow Agreement.

Section 2.03 In the event the funds advanced are insufficient to cover the City's costs and expenses, Developer agrees to tender additional sums upon request to cover such costs and expenses. Any funds which may remain after the completion of the development described in this Escrow

Agreement will be refunded to Developer.

ARTICLE III.

MISCELLANEOUS

Section 3.01 City reserves the right to enter into additional contracts with other persons, corporations, or political subdivisions of the State of Texas; provided, however, that City covenants and agrees that it will not so contract with others to an extent as to impair City's ability to perform fully and punctually its obligations under this Escrow Agreement.

Section 3.02 If either party is rendered unable, wholly or in part, by *force majeure* to carry out any of its obligations under this Escrow Agreement, then the obligations of such party, to the extent affected by such *force majeure* and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the *force majeure* relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such *force majeure* relied upon to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "*force majeure*," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage, or accidents to machinery, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care.

Section 3.03 This Escrow Agreement is subject to all rules, regulations and laws which

may be applicable by the United States, the State of Texas or any regulatory agency having jurisdiction.

Section 3.04 No waiver or waivers of any breach or default (or any breaches or defaults) by either party hereto of any term, covenant, condition, or liability hereunder, or of performance by the other party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstance.

Section 3.05 Any notice, communication, request, reply or advice (hereafter referred to as "notice") herein provided or permitted to be given, made, or accepted by either party to the other (except bills) must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail in the manner herein above described shall be conclusively deemed to be effective, unless otherwise stated in this Escrow Agreement, from and after the expiration of seven (7) days after it is so deposited. Notice given in any other manner shall be effective only when received by the party to be notified. For the purpose of notice, the addresses of the parties shall, until changed as hereinafter provided, by as follows:

If to City, to:

City Mayor
City of Cut and Shoot
P. O. Box 7364
Cut and Shoot, Texas 77306

If to Developer, to:

_____

_____

The parties shall have the right from time to time and at any time to change their respective addresses, and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other party.

Section 3.06 This Escrow Agreement shall be subject to change or modification only in writing and with the mutual consent of the governing body of City and the management of Developer.

Section 3.07 This Escrow Agreement shall bind and benefit City and its legal successors and Developer and its legal successors but shall not otherwise be assignable, in whole or in part, by either party except as specifically provided herein between the parties or by supplemental agreement.

Section 3.08 This Escrow Agreement shall be for the sole and exclusive benefit of City and Developer and is not for the benefit of any third party. Nothing herein shall be construed to confer standing to sue upon any party who did not otherwise have such standing.

Section 3.09 The provisions of this Escrow Agreement are severable, and if any provision or part of this Escrow Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Escrow Agreement and the application of such provision or part of this Escrow Agreement to other person circumstances shall not be affected thereby.

Section 3.10 This Escrow Agreement and any amendments thereto, constitute all the agreements between the parties relative to the subject matter thereof, and may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original.

Section 3.11 This Agreement shall be governed by, construed and enforced in accordance

with, and subject to, the laws of the State of Texas without regard to the principles of conflict of laws. This Agreement is performable in Montgomery County, Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement in three (3) copies, each of which shall be deemed to be an original, as of the date and year first written in this Escrow Agreement.

CITY OF CUT AND SHOOT, TEXAS

By: _____
~~Nyla Dalhaus, Mayor~~
Tom Robinson, Mayor Pro-Tem

ATTEST:

By: _____
Amy Wade, City Secretary

_____
Developer

By:

_____
Signature

Title: _____

STATE OF TEXAS {

COUNTY OF MONTGOMERY {

BEFORE ME, the undersigned authority, on this day personally appeared ~~NYLA~~ Tom ROBINSON ~~DALHAUS~~, Mayor of the City of Cut and Shoot, Texas, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 12 day of Nov, 2020




Notary Public, State of Texas

THE STATE OF TEXAS {

COUNTY OF _____ {

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared_____, _____ of _____, a _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated and as the act and deed of said organization.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 20___.

_____

Notary Public, State of Texas

**ORDINANCE NO. 132**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT, TEXAS, (or "City") declining to approve the change in rates requested in Entergy Texas, Inc.'s ("ETI" or "Company") Statement of Intent filed with the City on May 14, 2020, AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS CONSIDERED WAS OPEN TO THE PUBLIC AND IN ACCORDANCE WITH TEXAS LAW.**

**WHEREAS**, ETI notified the City of its intent to file a statement of intent to offer a new optional rate related to back-up electric service for commercial and industrial customers;

**WHEREAS**, ETI filed with the City its *Statement of Intent for Rate Schedule UODG* ("Statement of Intent");

**WHEREAS**, the City has duly noticed its consideration of the Company's Statement of Intent and is acting within its authority under applicable law;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF CUT AND SHOOT, TEXAS** THAT the City DECLINES to approve any and all changes in rates requested by ETI and included in ETI's Statement of Intent and that ETI's proposed new rate should not be made effective.

**PASSED AND APPROVED ON THE FIRST READING THIS** 21 **day of** January, **2021.**

[redacted]
Tom Robinson, Mayor Pro-Tem

**ATTEST:**

Amy L. Wade

**Amy L. Wade City Secretary**

ORDINANCE NO 133

AN ORDINANCE OF THE CITY COUNCIL OF Cut and Shoot TEXAS, AUTHORIZING PARTICIPATION WITH OTHER ENTERGY SERVICE AREA CITIES IN MATTERS CONCERNING ENTERGY TEXAS, INC. AT THE PUBLIC UTILITY COMMISSION OF TEXAS IN 2021; AUTHORIZING THE HIRING OF LAWYERS AND RATE EXPERTS; AUTHORIZING THE CITY'S PARTICIPATION TO THE FULL EXTENT PERMITTED BY LAW AT THE PUBLIC UTILITY COMMISSION OF TEXAS; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; AND DECLARING AN EFFECTIVE DATE

WHEREAS, Cities have exclusive original jurisdiction over rates, operations, and services of an electric utility in areas in the municipality pursuant to *Tex. Util. Code* § 33.001;

WHEREAS, Cities have standing in each case before the Public Utility Commission of Texas that relates to an electric utility providing service in the municipality pursuant to *Tex. Util. Code* § 33.025;

WHEREAS, Entergy Texas, Inc. ("ETI" or "Company") is expected to litigate rate change requests in various proceedings before the Public Utility Commission of Texas or before municipalities in 2021, which may include (1) rate proceedings or cost adjustments such as a transmission cost recovery rider, a distribution cost recovery rider, generation cost recovery rider, energy efficiency cost recovery factor, or hurricane restoration cost or offset true-ups, and (2) various fuel cost refunds or surcharges and reconciliations;

WHEREAS, ETI is scheduled to file fuel factor proceedings at the Public Utility Commission in February and August 2021, and may file other fuel proceedings to refund or surcharge fuel charges;

WHEREAS, ETI is scheduled to file a proceeding to recover costs incurred in association with its Energy Efficiency Plan as well as reconcile past costs;

WHEREAS, Cities have the statutory right to set fair and reasonable rates for both the Company and customers within Cities; and

WHEREAS, Cities are entitled to reimbursement by the utility of their reasonable rate case expenses to participate in cases that are deemed rate proceedings pursuant to *Tex. Util. Code* § 33.023.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF Cut and Shoot, TEXAS, that:

SECTION 1. The City of Cut and Shoot shall participate with other Cities to intervene in ETI's various rate filings related to the various fuel cost surcharges and reconciliations, any interim or incremental surcharge proceedings or surcharge adjustments, and for any base rate adjustment proceedings or cost of service adjustments on file with the Public Utility Commission of Texas or with municipalities in 2021.

SECTION 2. The City of Cut and Shoot employs the Lawton Law Firm P.C. to represent the City with regard to the ETI rate matters before local and Public Utility Commission of Texas and any court of law and authorizes counsel to employ rate experts as are recommended by the Cities' Steering Committee to intervene in fuel or rate related proceedings at the Public Utility Commission concerning ETI's rates charged to Texas customers.

SECTION 3. All such actions shall be taken pursuant to the direction of the Cities' Steering Committee. Cities' Steering Committee shall have authority to retain rate consultants and lawyers. Cities' Steering Committee shall direct the actions of Cities' representatives in the above proceedings. The Steering Committee is directed to obtain reimbursement from ETI of all reasonable expenses associated with participation in said proceedings.

SECTION 4. The meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 5. This Ordinance shall be effective from and after the date of its passage.

PASSED by All in favor vote of the City Council of the City of Cut and Shoot, Texas, this 21 day of January 2021.

THE CITY OF Cut and Shoot, TEXAS

By: _____
THOMAS ROBINSON, MAYOR PRO TEM

ATTEST:
Amy Lilade
City Secretary

ORDINANCE NO. 134

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT, TEXAS, GRANTING TEXAS REPUBLIC UTILITY, LLC, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE AND FRANCHISE FOR A PERIOD OF 15 YEARS TO CONSTRUCT, LAY, MAINTAIN, OPERATE, EXTEND, REMOVE, REPLACE AND REPAIR A SYSTEM OF PIPELINES, GAS MAINS, LATERALS AND ATTACHMENTS AND ALL DESIRABLE INSTRUMENTALITIES IN, UNDER OVER, ACROSS AND ALONG ANY AND ALL STREETS, AVENUES, PARKWAYS, SQUARES, ALLEYS AND ALL OTHER PUBLIC PLACES IN THE CITY OF CUT AND SHOOT, MONTGOMERY COUNTY, TEXAS, FOR THE PURPOSE OF TRANSPORTING, DISTRIBUTING, SUPPLYING AND SELLING GAS (NATURAL AND/OR ARTIFICIAL AND/OR MIXED) FOR HEATING, LIGHT, POWER AND FOR ALL OTHER PURPOSES FOR WHICH GAS MAY BE USED, TO THE SAID MUNICIPALITY AND ITS INHABITANTS AND OTHERS; PROVIDING CONDITIONS CONTROLLING THE USE OF PUBLIC THOROUGHFARES AND EXTENSIONS THEREIN; ESTABLISHING STANDARDS OF SERVICE; PROVIDING FOR PAYMENT OF FRANCHISE FEES; PROVIDING FOR ACCEPTANCE; PROVIDING A SEVERABILITY CLAUSE; MAKING MISCELLANEOUS PROVISIONS; AND REPEALING ALL ORDINANCES IN CONFLIICT THEREWITH.**

* * * * * * * *

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

**Section 1**. The City of Cut and Shoot, Montgomery County, Texas (herein called "**Grantor**") does hereby grant until Texas Republic Utility, LLC, its successors and assigns (herein called "**Grantee**") the nonexclusive right, privilege and franchise to construct, lay, maintain, operate use, extend, remove, replace and repair in, under, over, across, and along any and all of the present and future streets, avenues, parkways, squares, alleys, thoroughfares, roads, highways, sidewalks, viaducts, bridges, streams, public grounds, public properties and other public places in Cut and Shoot, Texas and in all tracts, territories, and areas hereafter annexed to or acquired by and placed within the corporate boundaries of said municipality, a system of pipes, pipelines, gas mains, laterals conduits, feeders, regulators, meters, fixtures, connections, and attachments and other desirable instrumentalities and appurtenances necessary or proper, for the purpose of transporting, distributing, supplying and selling gas (natural and/or artificial and/or mixed) for heating, lighting, power and for any other purpose for which gas may now or hereafter be used, in and to said municipality and its inhabitants or any other person or persons within or without the corporate boundaries of said municipality (here called the "**Distribution System**").

**Section 2.** Grantee's property shall be so constructed and maintained as not to interfere unreasonably with traffic over the public thoroughfares of said municipality and the same shall be laid in accordance with the lines, grades and conditions established by Grantor. Grantor expressly reserves the right to adopt, alter and amend non-discriminatory and competitively neutral police power-based regulations governing the use and management of its public rights-of-way. Grantee shall comply with all such regulations as they now exist or may hereafter be adopted or amended, but only to the extent such regulations are not inconsistent with this franchise. Where necessary on account of the widening, change of grade, or other changed conditions of Grantor's streets or right-of-way the Grantee shall, upon written notice and demand from Grantor, promptly relocate at Grantee's expense any of Grantee's facilities located within the public rights-of-way in order to accommodate the changed conditions.

**Section 3.** Grantee shall not be required to run or extend any gas mains comprising a part of its Distribution System a distance exceeding one hundred (100) feet of pipe, not to exceed a diameter of two (2) inches, in order to bring gas service to the property line of each additional customer.

**Section 4.** The service furnished hereunder to said municipality and its inhabitants shall be first-class in all respects considering all the circumstances and shall be subject to such reasonable rules and regulations as Grantee may make from time to time. Grantee may require reasonable security for the payment of its bills.

**Section 5.** "**Gross Distribution Receipts**" means all amounts received by Grantee from the sale of natural gas within the corporate limits of Grantor. Gross receipts shall be comprised of Grantee's approved tariff charges for (1) the monthly customer charge, (2) the commodity charge per Mcf, (3) tax adjustment and (4) gas cost adjustment.

"**Gross Transportation Volumes**" means the total volume of gas, measured as Mcf (thousands of cubic feet) transported across the corporate limits of Grantor for delivery or sale outside the corporate limits of Grantor.

In consideration of the rights and privileges herein granted, Grantee agrees to pay to the Grantor quarterly during the continuance of this franchise a sum of money equal to four percent (4%) of Grantee's Gross Distribution Receipts for the proceeding calendar quarter received by the Grantee from the sale of gas to its customers within the corporate limits of Grantor. Grantor further agrees to pay the sum of $0.07 per Mcf of Gas Transportation Volumes for the delivery or sale of gas outside the corporate limits of Grantor. The franchise fees payable hereunder shall be calculated for the calendar quarters ending March 31, June 30, September 30 and December 31, and shall be payable on or before the fifteenth day of May, August, November and February following the quarter for which payment is made, beginning with the first such date following the effective date of this franchise and each August 15th, November 15th, February 15th, and May 15th thereafter; provided, however, the first such payment shall be prorated as necessary to reflect only those Gross Receipts received and transportation volumes delivered by Grantee after the

effective date of this franchise. In no event shall the Grantee be required to remit to the Grantor franchise fee amounts that for any reason whatsoever are not fully recoverable from its Customers. Upon receipt of the above amount of money, the Grantor shall deliver to the Grantee a receipt for such amount. If any payment due date herein falls on a weekend or bank holiday, such payment shall be made on or before the close of business of the first working day after the payment due date.

Upon request of the Grantor, Grantee shall present to it any and all records, accounts and books for inspection relative to the Gross Receipts and transportation volumes of Grantee within the corporate limits of the Grantor.

The consideration hereinabove set forth shall be paid and received in lieu of any license, charge, fee, street or alley rental or other character of charge for use and occupancy for the streets, alleys and public places within Grantor, and in lieu of any pipe tax or inspection fee or tax, but shall not in anywise increase or diminish Grantee's obligation to pay the Grantor ad valorem taxes or anywise interfere with the collection thereof.

Any special taxes, rentals or other charges (including reimbursement for costs incurred by Grantor in connection with regulation of the rates and services of Grantee) accruing after the effective date of this franchise, under the terms of any pre-existing ordinance or imposed upon Grantee by subsequent action of the Grantor shall, when paid to the Grantor, be applied as a credit to the amount owed to Grantor under the terms of this franchise agreement.

Any payment made by Grantee pursuant to this ordinance shall be deemed final and correct as to both Grantor and Grantee unless questioned within four (4) years after the date of such payment.

**Section 6.** If the Legislature of the State of Texas amends the ceiling on utility gross receipts payments to municipalities established by Tex. Tax Code §182.025, then Grantor may prospectively change the percentage of Grantee's Gross Receipts payable to Grantor under Section 5 of this franchise to the level established by such amendment; provided, however, that such change in the percentage of Grantee's Gross Receipts payable to Grantor shall not become effective unless and until Grantor shall have approved and authorized rate schedules acceptable to Grantee which will permit Grantee to fully recover through its rates effective within the corporate limits of Grantor any increase in amounts payable to Grantor resulting from such change.

**Section 7. INDEMNITY. THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, SHALL DEFEND, PROTECT AND HOLD THE CITY AND ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "THE CITY") HARMLESS AGAINST ANY AND ALL CLAIMS OR DEMANDS FOR DAMAGES TO ANY PERSON OR PROPERTY BY REASON OF THE CONSTRUCTION AND MAINTENANCE OF THE GRANTEE'S NATURAL GAS PIPELINES, OR IN ANY WAY GROWING OUT OF THE RIGHTS GRANTED BY THIS FRANCHISE, EITHER DIRECTLY OR INDIRECTLY, BY REASON OF ANY ACT, NEGLIGENCE OR NONFEASANCE OF THE GRANTEE OR THE**

**CONTRACTORS, AGENTS OR EMPLOYEES OF THE GRANTEE OR ITS SUCCESSORS AND ASSIGNS, AND SHALL REFUND TO THE CITY ALL SUMS WHICH THE CITY MAY BE ADJUDGED TO PAY ON ANY SUCH CLAIM, OR WHICH MAY ARISE OR GROW OUT OF THE EXERCISE OF THE RIGHTS AND PRIVILEGES HEREBY GRANTED OR BY THE ABUSE THEREOF, AND THE GRANTEE OR ITS SUCCESSORS AND ASSIGNS SHALL DEFEND, INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND ON ACCOUNT OF ALL DAMAGES, COSTS, EXPENSES, ACTIONS AND CAUSES OF ACTION THAT MAY ACCRUE TO OR BE BROUGHT BY A PERSON, PERSONS, COMPANY OR COMPANIES AT ANY TIME HEREAFTER BY REASON OF THE EXERCISE OF THE RIGHTS AND PRIVILEGES HEREBY GRANTED OR THE ABUSE THEREOF.**

**Section 8.** Nothing herein contained shall ever be held or considered as conferring upon Grantee and its successors and assigns any exclusive rights or privileges of any nature whatsoever.

**Section 9.** All ordinances and part of ordinances in conflict herewith are hereby repealed.

**Section 10.** Provided Grantee files a written acceptance of this franchise with Grantor within thirty (30) days after final passage of this Ordinance, this franchise shall take effect on the first day of the month following such thirty (30) day period and remain in effect for a primary term of fifteen (15) years. Upon the expiration of the primary term this franchise shall be automatically renewed for successive one-year terms unless at least ninety (90) days prior to the expiration of the primary term, or of any subsequent renewal term, either party notifies the other in writing of its intent to terminate the franchise at the conclusion of the current term.

**Section 11.** If any provision, section, subsection, sentence, clause, or phrase of this ordinance is for any reason to be held unconstitutional, void, or invalid (or for any reason unenforceable) the validity of the remaining portions of this ordinance shall not be affected thereby, it being the intent of the Grantor in adopting this ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provisions, or regulation, and to this end, all provisions of this ordinance are declared to be severable.

**Section 12.** Any notice required or permitted under this franchise may be personally delivered or sent by registered or certified mail, return receipt requested to the opposite party at their principal business address. Unless written notice is provided of a change of address, the principal business address of the parties is as follows:

City of Cut and Shoot
City Secretary
14391 Hwy 105 E
Cut and Shoot, Texas 77306

Texas Republic Utility
c/o LDC, llc
19926 Keenan Cut Off Road
Montgomery, Texas 77316

Read in full and finally passed and adopted at a regular meeting of the City Council of Cut and Shoot, Texas on the 11th day of February, 2021.

Nyla Akin Dalhaus

Nyla Akin Dalhaus
Mayor of the City of Cut and Shoot, Texas

APPROVED AS TO FORM:

Larry Foerster
City Attorney

ATTEST:

Amy Wade
City Secretary of Cut and Shoot, Texas

ORDINANCE

Motion was made by Jason Wieghat seconded by Charlie Musgrove, that the following Ordinance be adopted.

ORDINANCE NO. 135

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT, TEXAS, ADOPTING A NEW MUNICIPAL BUILDING PERMIT INSPECTION AND PLAN REVIEW FEE SCHEDULE FOR ALL RESIDENTIAL AND COMMERCIAL BUILDINGS IN THE CITY; ASSESSING A TEN PERCENT (10%) ADMINISTRATIVE CHARGE TO EACH FEE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SAVINGS CLAUSE; PROVIDING A TEXAS OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE AFTER PUBLICATION**

**WHEREAS**, the City Council of the City of Cut and Shoot, Montgomery County, Texas, has adopted certain codes published by the International Code Council (ICC) and National Fire Protection Association, as may be amended from time to time, relating to all applicable building, mechanical, electrical, and plumbing codes for both commercial and residential structures; and

**WHEREAS**, the adoption of these International Code Series as published by the International Code Council (ICC) and the National Electrical Code published by the National Fire Protection Association is done to facilitate proper inspection activities by the City of Cut and Shoot, Texas, relating to construction and to maintenance of all buildings and structures within the corporate limits of said City of Cut and Shoot, Texas, and relating to public safety, health, and general welfare; and

**WHEREAS**, the City Council has engaged the firm of Bureau Veritas to provide commercial and residential building inspections and plan reviews that conform to the building codes adopted by the City; and

**WHEREAS**, pursuant to recent Texas legislation, the City Council finds it necessary to approve residential building permit and inspection fee schedules to charge fees for new residential construction, based upon total covered area rather than the value of construction; and therefore a separate schedule is necessary; and

**WHEREAS**, the City Council finds it also necessary to approve commercial building permit and inspection fee schedules for existing and commercial construction in the City;

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

**SECTION I.**

The Bureau Veritas Fee Schedule for residential and commercial building permit, inspection and plan reviews relating to all residential and commercial construction in the City is hereby adopted, as attached and incorporated in **Attachment "A."** The City will charge an additional ten percent (10%) of each fee listed in Attachment A to cover the City's administrative expenses for processing and collecting these fees.

**SECTION II.**

**REPEALING CLAUSE.** Any matters in this Ordinance which are contrary to existing Ordinances of the City of Cut and Shoot, Montgomery County, Texas, shall prevail; and all other Ordinances in conflict are hereby repealed to the extent of any conflict.

**SECTION III.**

**SEVERABILITY.** If any section, subsection, sentence, clause, provision or part of this Ordinance shall be held invalid for any reason, the remainder of this Ordinance shall not be affected thereby but shall remain in full force and effect.

**SECTION IV.**

**TEXAS OPEN MEETINGS ACT.** 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 V.**

**EFFECTIVE DATE.** This Ordinance shall take effect and be in force from and after its publication as provided by law.

**PASSED AND APPROVED** by the City Council of the City of Cut and Shoot Texas, on the 11 day of MARCH, 2021.

**CITY OF CUT AND SHOOT, TEXAS**

Nyla Akin Dalhaus

Nyla Akin Dalhaus, Mayor

ATTEST:

Amy L Wade

Amy Wade, City Secretary

34115591

Ord 135

# HEARST

MEDIA SOLUTIONS

Houston Chronicle | Houston Community Newspapers & Media Group | The Courier

CITY OF CUT AND SHOOT
PO BOX 7364
CONROE, TX 77306

**REMITTANCE ADDRESS**

Houston Chronicle
PO BOX 80075
PRESCOTT, AZ 86304-8075

## Invoice Bill

**04/29/2021**

Invoice #: 34115591

Purchase Oder No.

Bill Account Number: 20020785

| Adv Number | Advertiser Name | Publication | Placement | Position | Pub Date | Amount |
|---|---|---|---|---|---|---|
| 20020785 | CITY OF CUT AND SHOOT | HCN Conroe Courier | Legals | Legal Notices | 04/29/21 | 99.50 |
| | | | | | Total | 99.50 |

the ADA.

0034115591 CITY OF CUT AND SHOO

HC MEDIA GROUP

HEARST corporation

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personall appeared, the Newspaper Representative at the HOUSTON CHRONICLE, a daily newspaper published i Harris County, Texas, and generally circulated in the Counties of: HARRIS, TRINITY, WALKER, GRIMES POLK, SAN JACINTO, WASHINGTON, MONTGOMERY, LIBERTY, AUSTIN, WALLER, CHAMBERS, COLORADO, BRAZORIA, FORT BEND, GALVESTON, WHARTON, JACKSON, and MATAGORDA and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was publishec to-wit:

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CITY OF CUT AND SHOOT 0034115591 HOUC015211324

RAN A LEGAL NOTICE

SIZE BEING: 2 x13 L

| Product | Date | Class | Page |
|---|---|---|---|
| HCN Conroe Courier | Apr 29 2021 | Legal Notices | A 12 |
| HCN Conroe Courier | Apr 29 2021 | Legal Notices | A 12 |
| HCN Conroe Courier | Apr 29 2021 | Legal Notices | A 12 |
| HCN Conroe Courier | Apr 29 2021 | Legal Notices | A 12 |
| HCN Conroe Courier | Apr 29 2021 | Legal Notices | A 12 |
| HCN Conroe Courier | Apr 29 2021 | Legal Notices | A 12 |
| HCN Conroe Courier | Apr 29 2021 | Legal Notices | A 12 |

Victoria Bond * IR Clerk

NEWSPAPER REPRESENTATIVE

Sworn and subscribed to before me, this 29th Day of April A.D. 2021

DELILAH METZGER
12982361-8
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
MAY 19, 2022

Notary Public in and for the State of Texas

# 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:**

| | | |
|---|---|---|
| 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 |
| Temporary Power Pole (inspection included) | | $75.00 |
| Electrical yard light (inspection included) | | $75.00 |
| Parking lot light pole – first two poles (inspections included) | | $75.00 |
| Each additional light pole | | $15.00 |
| Electrical reconnection or turn on (inspection included) | | $75.00 per building |
| Generator (electrical ground, rough and final inspections included) | | $275.00 |
| Swimming pool (trench and final inspections included) | | $200.00 |
| Spa Only (trench and final inspections included) | | $200.00 |
| Electrical re-inspection fee | | $75.00 |

**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 |
| 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 additional100 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 |

## Municipal Residential (R-3) Building Permit Inspection-Plan Review Fee Schedule (based on Total Covered Area)

Exhibit "B"

| Sq Ft[1] | | $ | Permit[2] | Base | Review | Total |
|---|---|---|---|---|---|---|
| < | 1,000 | 0.48 | 480 | 50.00 | 240 | 770 |
| 1,000 | 1,499 | 0.46 | 690 | 50.00 | 345 | 1,084 |
| 1,500 | 1,999 | 0.44 | 880 | 50.00 | 440 | 1,369 |
| 2,000 | 2,499 | 0.42 | 1050 | 50.00 | 525 | 1,624 |
| 2,500 | 2,999 | 0.40 | 1200 | 50.00 | 600 | 1,849 |
| 3,000 | 3,499 | 0.38 | 1330 | 50.00 | 665 | 2,044 |
| 3,500 | 3,999 | 0.36 | 1440 | 50.00 | 720 | 2,209 |
| 4,000 | 4,499 | 0.34 | 1530 | 50.00 | 765 | 2,344 |
| 4,500 | 4,999 | 0.32 | 1600 | 50.00 | 800 | 2,450 |
| 5,000 | 5,499 | 0.31 | 1705 | 50.00 | 852 | 2,607 |
| 5,500 | 5,999 | 0.30 | 1800 | 50.00 | 900 | 2,750 |
| 6,000 | 6,499 | 0.29 | 1885 | 50.00 | 942 | 2,877 |
| 6,500 | 6,999 | 0.28 | 1960 | 50.00 | 980 | 2,990 |
| 7,000 | 7,499 | 0.27 | 2025 | 50.00 | 1,012 | 3,087 |
| 7,500 | 7,999 | 0.26 | 2080 | 50.00 | 1,040 | 3,170 |
| 8,000 | 8,499 | 0.25 | 2125 | 50.00 | 1,062 | 3,237 |
| 8,500 | 8,999 | 0.24 | 2160 | 50.00 | 1,080 | 3,290 |
| 9,000 | 9,999 | 0.23 | 2300 | 50.00 | 1,150 | 3,500 |
| > | 10,000 | | 2500 | 50.00 | 1,250 | 3,800 |

Greater than 11,000 = $3,800 + $0.20 per addtl 1,000 sf

[1] Covered Area = Foundation/Slab area for 1 story or Lowest Floor Foundation area + each upstairs area for multi-story

[2] Required Inspections from Permit Fee = Foundation, Rough Framing, Rough Energy & Building Final (4)

| **Residential Mechanical, Electrical & Plumbing Permits** | | | | | |
|---|---|---|---|---|---|
| **Base Permit Fee + $75 per inspection up to 5,000sf** | | | | | |
| Inspections | | | Base | Inspect | Total |
| 1 | | | 50 | 75 | 125 |
| 2 | | | 50 | 150 | 200 |

ORDINANCE NO. 136

**A TRAFFIC ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT, TEXAS, SETTING A SPEED LIMIT OF 25 MILES PER HOUR FOR MOTOR VEHICLES TRAVELING ON A PORTION OF MILLMAC ROAD IN THE CITY; AUTHORIZING THE CITY POLICE CHIEF TO PLACE WARNING SIGNS AT THE CANEY CREEK BRIDGE ON MILLMAC ROAD TO REDUCE THE SPEED OF VEHICLES CROSSING THE BRIDGE; PROVIDING CRIMINAL PENALITIES OF UP TO $500 FOR A VIOLATION OF THIS ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A CONFLICT OF ORDINANCES CLAUSE; PROVIDING A TEXAS OPEN MEETINGS ACT CLAUSE; AND SETTING AN EFFECTIVE DATE AFTER PUBLICATION.**

**WHEREAS,** Texas Transportation Code § 545.356, Subsection (b-1) authorizes a Texas municipality to set a speed limit of not more than 25 miles per hour on a street or highway within the municipality if the governing body of the municipality determines that the prima facia speed of 30 miles per hour on a city street or highway is unreasonable or unsafe, and

**WHEREAS**, the City Council for the City of Cut and Shoot, Texas finds that the City is primarily a residential municipality with narrow curving streets; and

**WHEREAS**, the City Council finds that the speed limit along Millmac Road between FM 1484 and Willis Waukegan Road should be no more than 25 miles per hour to secure the safety of pedestrians and vehicular traffic on that portion of Millmac Road; and

**WHEREAS**, the City Council for the City of Cut and Shoot, Texas further finds that any speeds in excess of 25 miles per hour on Millmac Road between FM 1484 and Willis Waukegan Road in the City are unreasonable and unsafe; and

**WHEREAS,** the City Council finds that it is in the best interest of its citizens and the traveling public that further safety precautions should be taken for those operators of motor vehicles that drive over the Caney Creek bridge on Millmac Road

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

## ARTICLE I
## WORDS AND PHRASES DEFINED

**Section 1.** Wherever in this Ordinance the following terms are used, they shall have the meanings respectively ascribed to them in this section:

**City Council.** The city council of the City of Cut and Shoot, Texas.

**Motor Vehicle.** Every vehicle, as herein defined, which is self-propelled.

**Official Traffic Sign.** All signs, markings and devices, other than signals, not inconsistent with this Ordinance, placed or erected by the City of Cut and Shoot, for the purpose of guiding, directing, warning or regulating traffic.

**Operator.** As used in reference to a vehicle, a person who drives or has physical control of a motor vehicle.

**Police Officer.** Every police officer of the City of Cut and Shoot or any officer authorized by the State of Texas to direct or regulate traffic or to make arrests for violations of traffic regulations.

**Street or Highway.** Every way set apart for public travel, except footpaths.

**Traffic.** Pedestrians, ridden or herded animals, vehicles, and other conveyances either singly or together while using any street for the purpose of travel.

**Vehicle.** Every device in, upon or by which any person or property is or may be transported or drawn upon a public highway, excepting devices moved by human power or used exclusively upon stationary rails or tracks.

## SECTION II
## CITY POLICE CHIEF AUTHORIZED TO DESIGNATE SAFETY ZONES

(a) The City Chief of Police is hereby empowered to establish safety zones of such kind and character and at such places as he may deem necessary for the protection of pedestrians and the traveling public on Millmac Road.

(b) The City Chief of Police is also authorized to post official traffic signs at the Millmac Road bridge at Caney Creek, warning the operators of motor vehicles approaching the bridge to slow down when crossing the bridge so that the speed of the vehicle will reduce the impact the vehicle will have on the structural integrity and stability of the bridge and provide further safety to the occupants of those motor vehicles.

## ARTICLE III
## SPEED ZONE ON MILLMAC ROAD

**Section 1. SPEED LIMIT OF 25 MPH;**

(a) The City Council shall have the right to establish speed zones in the City of Cut and Shoot, Texas, and maintain or cause to be maintained appropriate traffic signs indicating the same.

(b) It shall be unlawful for any operator of a motor vehicle to travel at a rate of speed in excess of twenty-five (25) miles per hour on Millmac Road between FM 1484 and Willis Waukegan Road within the City of Cut and Shoot, as such speed of no more than twenty-five (25) miles per hour is deemed to be reasonable and safe.

## ARTICLE IV
## CRIMINAL PENALTIES

**Section 1. FINE FOR VIOLATING ORDINANCE.** Any person violating the provisions of this Ordinance shall be guilty of a misdemeanor, and upon conviction thereof, shall be punished by fine not to exceed Five Hundred ($500.00) Dollars.

## ARTICLE V
## SEVERABILITY CLAUSE

That the City Council of the City of Cut and Shoot, Texas, does hereby declares that if any section, subsection, paragraph, sentence, clause, phrase, work or portion of this Ordinance is declared invalid, or unconstitutional, by a court of competent jurisdiction, that, in such event it would have passed and ordained any and all remaining portions of this Ordinance without the inclusion or that portion or portions which may be so found to be unconstitutional or invalid, and declares its intent is to make no portion of this Ordinance dependent upon the validity of any other portion thereof, and that all said remaining portions shall continue in full force and effect.

## ARTICLE VI
## REPEALING CONFLICTING ORDINANCES

All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby expressly repealed.

## ARTICLE VII
## 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.

## ARTICLE VII
## EFFECTIVE DATE

That this Ordinance and each section hereof shall take effect and be in full force from and after its passage and publication by the City Secretary as provided by law.

**PASSED AND APPROVED** this the 8th day of April 2021.

Nyla Akin Dalhaus

Nyla Akin Dalhaus, Mayor

ATTEST:

Amy L. Wade

Amy L. Wade, City Secretary

34115596

Ord # 136

# HEARST

MEDIA SOLUTIONS

Houston Chronicle | Houston Community Newspapers & Media Group | The Courier

CITY OF CUT AND SHOOT
PO BOX 7364
CONROE, TX 77306

**REMITTANCE ADDRESS**

Houston Chronicle
PO BOX 80075
PRESCOTT, AZ 86304-8075

## Invoice Bill

Invoice #: 34115596

**04/29/2021**

Purchase Oder No.

Bill Account Number: 20020785

| Adv Number | Advertiser Name | Publication | Placement | Position | Pub Date | Amount |
|---|---|---|---|---|---|---|
| 20020785 | CITY OF CUT AND SHOOT | HCN Conroe Courier | Legals | Legal Notices | 04/29/21 | 112.50 |
| | | | | | **Total** | **112.50** |

the ADA.

HC MEDIA GROUP

HEARST corporation

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personall appeared, the Newspaper Representative at the HOUSTON CHRONICLE, a daily newspaper published i Harris County, Texas, and generally circulated in the Counties of: HARRIS, TRINITY, WALKER, GRIMES POLK, SAN JACINTO, WASHINGTON, MONTGOMERY, LIBERTY, AUSTIN, WALLER, CHAMBERS, COLORADO, BRAZORIA, FORT BEND, GALVESTON, WHARTON, JACKSON, and MATAGORDA and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was publishec to-wit:

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CITY OF CUT AND SHOOT 0034115596 HOUC015211324
RAN A LEGAL NOTICE
SIZE BEING: 2 x15 L

| Product | Date | Class | Page |
|---|---|---|---|
| HCN Conroe Courier | Apr 29 2021 | Legal Notices | A 12 |
| HCN Conroe Courier | Apr 29 2021 | Legal Notices | A 12 |
| HCN Conroe Courier | Apr 29 2021 | Legal Notices | A 12 |
| HCN Conroe Courier | Apr 29 2021 | Legal Notices | A 12 |
| HCN Conroe Courier | Apr 29 2021 | Legal Notices | A 12 |
| HCN Conroe Courier | Apr 29 2021 | Legal Notices | A 12 |
| HCN Conroe Courier | Apr 29 2021 | Legal Notices | A 12 |

Victoria Bond AR Clerk

NEWSPAPER REPRESENTATIVE

Sworn and subscribed to before me, this 29th Day of April A.D. 2021




Notary Public in and for the State of Texas

# ORDINANCE NO. 136

A TRAFFIC ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT, TEXAS, SETTING A SPEED LIMIT OF 25 MILES PER HOUR FOR MOTOR VEHICLES TRAVELING ON A PORTION OF MILLMAC ROAD IN THE CITY; AUTHORIZING THE CITY POLICE CHIEF TO PLACE WARNING SIGNS AT THE CANEY CREEK BRIDGE ON MILLMAC ROAD TO REDUCE THE SPEED OF VEHICLES CROSSING THE BRIDGE; PROVIDING CRIMINAL PENALITIES OF UP TO $500 FOR A VIOLATION OF THIS ORDINANCE; PROVIDING A SEVERABLILITY CLAUSE; PROVIDING A CONFLICT OF ORDINANCES CLAUSE; PROVIDING A TEXAS OPEN MEETINGS ACT CLAUSE; AND SETTING AN EFFECTIVE DATE AFTER PUBLICATION.

**ORDINANCE NO. 137**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT, TEXAS, (or "City") declining to approve the change in rates requested in Entergy Texas, Inc.'s ("ETI" or "Company") Statement of Intent filed with the City on January 31, 2022, AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS CONSIDERED WAS OPEN TO THE PUBLIC AND IN ACCORDANCE WITH TEXAS LAW.**

**WHEREAS**, ETI filed with the City its *Statement of Intent and Application for Approval of Two Voluntary Renewable Option Tariffs, Rider SVRO and Rider LVRO* ("Statement of Intent");

**WHEREAS**, the City has duly noticed its consideration of the Company's Statement of Intent and is acting within its authority under applicable law;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF CUT AND SHOOT, TEXAS** THAT the City DECLINES to approve any and all changes in rates requested by ETI and included in ETI's Statement of Intent and that ETI's proposed new rates should not be made effective.

**PASSED AND APPROVED ON THE FIRST READING THIS 10TH day of FEBRUARY, 2022.**

Nyla Akin Dalhaus

**Nyla Akin Dalhaus, Mayor**

**ATTEST:**

Amy L. Wade

**Amy L. Wade, City Secretary**

Motion was made by Ryan Wallace, seconded by Charlie Musgrove, that the following Ordinance be passed.

ORDINANCE NO. 138

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT, TEXAS, APPROVING AN ACKNOWLEDGEMENT OF A SEXUAL HARRASSMENT POLICY; PROVIDING AN EFFECTIVE DATE UPON ITS PASSAGE; AND RELATED ACTIONS.**

**WHEREAS**, Texas Labor Code Section 21.141 and 21.142 have been revised by 87th Texas Legislature relating to the State's policy on preventing sexual harassment in the workplace; and

**WHEREAS**, the revised law expands the definition of sexual harassment; extends the time to report a sexual harassment incident from 180 days to 300 days; and places upon a supervisor and/or manager of the employer the responsibility to take immediate and appropriate corrective action to a sexual harassment complaint when warranted by the evidence; and

**WHEREAS**, in order to provide for a safe and comfortable workplace for its City employees, the City Council of the City of Cut and Shoot, a Texas general law municipality, desires to approve this Ordinance to adopt the attached Acknowledgement of the City's Sexual Harassment Policy, as attached and incorporated here as Exhibit "A".

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

**Section 1. Findings and Intent.** The foregoing recitals are hereby found to be true and correct and are adopted as findings of fact and conclusions of law by the City Council of Cut and Shoot, Texas, and made a part hereof for all purposes.

**Section 2. Acknowledgement of Sexual Harassment Policy** The City Council hereby approves the Acknowledgement of its amended Sexual Harassment Policy, as attached hereto at Exhibit "A." Each City employee shall sign this Acknowledgement, and said executed Acknowledgement shall be placed in the employee's personnel file.

**Section 3. 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 4. Effective date.** This Ordinance shall be effective upon its passage.

**PASSED AND APPROVED** this 14 day of April 2022.

Nyla Dalhaus
NYLA DALHAUS, Mayor

ATTEST:

Amy L Wade
AMY WADE, City Secretary

ORDINANCE NO. 139

ORDINANCE OF THE CITY OF Cut And Shoot, TEXAS AUTHORIZING THE SUSPENSION OF THE EFFECTIVE DATE FOR AN ADDITIONAL NINETY (90) DAYS BEYOND THE AUGUST 5, 2022, EFFECTIVE DATE PROPOSED BY ENTERGY TEXAS, INC., IN CONNECTION WITH ITS RATE INCREASE APPLICATION ENTITLED "APPLICATION OF ENTERGY TEXAS, INC. FOR AUTHORITY TO CHANGE RATES", FILED ON JULY 1, 2022; AUTHORIZING PARTICIPATION WITH THE ENTERGY TEXAS, INC. SERVICE AREA CITIES STEERING COMMITTEE HIRING OF EXPERTS; AUTHORIZING THE CITY'S PARTICIPATION TO THE FULL EXTENT PERMITTED BY LAW AT THE PUBLIC UTILITY COMMISSION OF TEXAS; REQUIRING REIMBURSEMENT OF MUNICIPAL RATE CASE EXPENSES; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT, AND DECLARING AN EFFECTIVE DATE

WHEREAS, on or about July 1, 2022, Entergy Texas, Inc. ("Entergy") filed a Statement of Intent with the City to increase electric rates in the Entergy Service Area; and

WHEREAS, Cities have exclusive original jurisdiction over the rates, operations and services of an electric utility in areas in the municipality pursuant to the Public Utility Regulatory Act §33.001(a); and

WHEREAS, Public Utility Regulatory Act § 33.021 requires a local regulatory authority to make a reasonable determination of rate base, expenses, investment and rate of return and retain the necessary personnel to determine reasonable rates; and

WHEREAS, the City's reasonable cost for regulatory expenses in ratemaking proceedings shall be reimbursed by the electric utility under Public Utility Regulatory Act § 33.023; and

WHEREAS, Public Utility Regulatory Act § 36.108(a) authorizes a municipal regulatory authority to suspend a utility's proposed rate change for not longer than 90 days after the date the rate change would otherwise be effective; and

WHEREAS, given the complexity of the proposed rate increase and the need to fully review the proposed base rate and riders, it is necessary to suspend the effective date for implementing the proposed rates until at least November 3, 2022, in order to allow the City's rate experts sufficient time to determine the merits of Entergy's proposed rates; and

WHEREAS, in order to maximize the efficient use of resources and expertise in reviewing, analyzing, and investigating Entergy's base rate increase request and Entergy's proposed rate riders, City's efforts will be coordinated with similarly situated municipalities through the Entergy Texas, Inc. Cities Service Area Steering Committee; and

WHEREAS, the City will join with other Entergy service area municipalities in the Steering Committee in order to coordinate the hiring and direction of counsel and consultants working on behalf of the Steering Committee and the City.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF Cut and Shoot, TEXAS, THAT:

Section 1. That the statement and findings set out in the preamble to this ordinance are hereby in all things approved and adopted.

Section 2. The effective date of Entergy's proposed rate increase, and the proposed tariffs related thereto, is hereby suspended for an additional ninety (90) days until November 3, 2022, in order to complete the review and investigation by City's experts.

Section 3. The City is authorized to join with other municipalities as part of the Entergy Texas, Inc. Service Area Steering Committee with the understanding that the Steering Committee will provide direction and guidance to the lawyers who are representing cities in the Entergy Texas, Inc. service area.

Section 4. The Steering Committee shall review the invoices of the lawyers and rate experts for reasonableness.

Section 5. City's legal representatives shall have the right to obtain additional information from Entergy through the service of requests for information.

Section 6. Entergy shall reimburse the City, for the reasonable costs of attorney and consultant expenses related thereto, upon the presentation of invoices reviewed by the Steering Committee.

Section 7. The meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 8. This Ordinance shall become effective from and after its passage.

PASSED AND APPROVED this 11th day of August, 2022.

Nyla Akin Dalhaus
NYLA AKIN DALHAUS, MAYOR

ATTEST:

Amy L. Wade
Amy L. Wade, City Secretary

34188783

Change Water Tap Fees

# HEARST

**MEDIA SOLUTIONS**

Houston Chronicle | Houston Community Newspapers & Media Group | The Courier

CITY OF CUT AND SHOOT
PO BOX 7364
CONROE, TX 77306

**REMITTANCE ADDRESS**

Houston Chronicle
PO BOX 14484
DES MOINES, IA 50306-3484

## Invoice Bill

**03/20/2022**

Invoice #: 34188783

Purchase Oder No.

Bill Account Number: 20020785

| Adv Number | Advertiser Name | Publication | Placement | Position | Pub Date | Amount |
|---|---|---|---|---|---|---|
| 20020785 | CITY OF CUT AND SHOOT | HCN Conroe Courier | Legals | Legal Notices | 03/20/22 | 88.83 |
| | | HOU Online | Legals | Legal Notices | 03/20/22 | 34.17 |
| | | | | | Total | 123.00 |

HC MEDIA GROUP

HEARST

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, the Newspaper Representative at the HOUSTON CHRONICLE, a daily newspaper published in Harris County, Texas, and generally circulated in the Counties of HARRIS, TRINITY, WALKER, GRIMES, POLK, SAN JACINTO, WASHINGTON, MONTGOMERY, LIBERTY, AUSTIN, WALLER, CHAMBERS, COLORADO, BRAZORIA, FORT BEND, GALVESTON, WHARTON, JACKSON, and MATAGORDA and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to-wit:

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CITY OF CUT AND SHOOT 0034188783 HOUC015211324
RAN A LEGAL NOTICE
SIZE BEING: 2 x12 L

| Product | Date | Class | Page |
|---|---|---|---|
| HCN Conroe Courier | Mar 20 2022 | Legal Notices | A 12 |

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Victoria Bond A/R Clerk
NEWSPAPER REPRESENTATIVE

Sworn and subscribed to before me, this 20th Day of March A.D. 2022

NOTARY PUBLIC STATE OF TEXAS
ERIKA ACEVEDO
128948353
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MAY 16, 2024

Erika Acevedo
Notary Public in and for the State of Texas

## Notice of Changes to Water Tap Fees

The City Council of Cut and Shoot met in regularly scheduled City Council meeting on March 10, 2022. A quorum of Council Members was present for the meeting. A Publicized public hearing was open to the citizens for input on this matter prior to meeting called to order. As a line item of business on the agenda, the council voted by motion passed with all voting approval to accept the service increases on Standard Service and Non-Standard Service installations for new tap fees. These changes will be incorporated into the City Schedule of Fees and Rules of Operation. These changes in fees will become effective April 1, 2022.

**ORDINANCE NO. 140**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT, TEXAS, (or "City") declining to approve the change in rates requested in Entergy Texas, Inc.'s ("ETI" or "Company") Statement of Intent filed with the City on July 1, 2022, AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS CONSIDERED WAS OPEN TO THE PUBLIC AND IN ACCORDANCE WITH TEXAS LAW.**

**WHEREAS**, ETI filed with the City its Statement of Intent and *Application of Entergy Texas, Inc. for Authority to Change Rates* ("Statement of Intent");

**WHEREAS**, the City has duly noticed its consideration of the Company's Statement of Intent and is acting within its authority under applicable law;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF CUT AND SHOOT, TEXAS** THAT the City DECLINES to approve any and all changes in rates requested by ETI and included in ETI's Statement of Intent and that ETI's proposed new rates should not be made effective.

**PASSED AND APPROVED ON THE FIRST READING THIS 20 day of October, 2020.**

Nyla Akin Dalhaus
**Nyla Akin Dalhaus, Mayor**

**ATTEST:**

Amy L. Wade
**Amy L. Wade, City Secretary**

ORDINANCE 141

AN ORDINANCE OF THE CITY COUNCIL OF CUT AND SHOOT, TEXAS, AUTHORIZING PARTICIPATION WITH OTHER ENTERGY SERVICE AREA CITIES IN MATTERS CONCERNING ENTERGY TEXAS, INC. AT THE PUBLIC UTILITY COMMISSION OF TEXAS IN 2023; AUTHORIZING THE HIRING OF LAWYERS AND RATE EXPERTS; AUTHORIZING THE CITY'S PARTICIPATION TO THE FULL EXTENT PERMITTED BY LAW AT THE PUBLIC UTILITY COMMISSION OF TEXAS; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; AND DECLARING AN EFFECTIVE DATE

WHEREAS, Cities have exclusive original jurisdiction over rates, operations, and services of an electric utility in areas in the municipality pursuant to *Tex. Util. Code* § 33.001; and

WHEREAS, Cities have standing in each case before the Public Utility Commission of Texas that relates to an electric utility providing service in the municipality pursuant to *Tex. Util. Code* § 33.025; and

WHEREAS, Entergy Texas, Inc. ("ETI" or "Company") is expected to litigate rate change requests in various proceedings before the Public Utility Commission of Texas ("Commission") or before municipalities in 2023, which may include (1) a base rate case, (2) rate proceedings or cost adjustments such as a transmission cost recovery rider, a distribution cost recovery rider, a generation cost recovery rider, energy efficiency cost recovery factor, or hurricane restoration cost or offset true-ups, (3) and various fuel cost refunds or surcharges and reconciliations; and

WHEREAS, ETI is scheduled to file fuel factor proceedings at the Commission in February and August 2023, and may file other fuel proceedings to reconcile, refund, or surcharge fuel charges; and

WHEREAS, ETI is expected to file its annual proceeding with the Commission to recover costs incurred in association with its Energy Efficiency Plan as well as reconcile past costs; and

WHEREAS, Cities have the statutory right to set fair and reasonable rates for both the Company and customers within Cities; and

WHEREAS, Cities are entitled to reimbursement by the utility of their reasonable rate case expenses to participate in cases that are deemed rate proceedings pursuant to *Tex. Util. Code* § 33.023.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT, TEXAS, that:

SECTION 1. The City of Cut and Shoot, Texas shall participate with other Cities to intervene in ETI's various rate filings related to the various fuel cost surcharges and reconciliations, any interim or incremental surcharge proceedings or surcharge adjustments, and for any base rate adjustment proceedings or cost of service adjustments on file with the Commission or with municipalities in 2023.

SECTION 2. The City of Cut and Shoot, Texas employs the Lawton Law Firm P.C. to represent the City regarding the ETI rate matters before local regulatory authorities and the Commission and any court of law and authorizes counsel to employ rate experts as are recommended by the Cities' Steering Committee to intervene in fuel or rate related proceedings at the Commission concerning ETI's rates charged to Texas customers.

SECTION 3. All such actions shall be taken pursuant to the direction of the Cities' Steering Committee. Cities' Steering Committee shall have authority to retain rate consultants and lawyers. Cities' Steering Committee shall direct the actions of Cities' representatives in the above proceedings. The Steering Committee is directed to obtain reimbursement from ETI of all reasonable expenses associated with participation in said proceedings.

SECTION 4. The meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 5. This Ordinance shall be effective from and after the date of its passage.

PASSED by UNANIMOUS vote of the City Council of the City of Cut and Shoot, Texas, this 09th day of February 2023.

THE CITY OF CUT AND SHOOT, TEXAS

By: _____
Tom Robinson, Mayor ProTem

ATTEST:

Amy L. Wade, City Secretary

City of Cut and Shoot

Regular Meeting

February 09, 2023

The meeting was called to order by Mayor ProTem Tom Robinson. Opening prayer was led by Larry Foerster.

Members of the City Council present included Bill Green, Jason Wieghat, Charlie Musgrove and Ryan Wallace. Others present were Larry Foerster, Jonathan White, Derick Dickmann, Darcy Tramm & Lang Thompson.

Under citizen comments a visitor in the meeting asked if there was any additional information regarding the possibility of a petition toward holding a liquor election. Mr. Green told her that he didn't have any additional information at this time.

First item on the agenda was for council to review minutes of the previous meeting. A motion was made by Ryan Wallace to accept the minutes as given; seconded by Charlie Musgrove and approved with all voting approval.

Next item council reviewed the financial reports for water and general accounts. A motion was made by Ryan Wallace to accept the reports as given. The motion was seconded by Jason Wieghat and passed with all voting in favor.

Next item was the report from Jonathan White regarding engineering matters. Mr. White reported that the proposed subdivision, Williams Trail will need larger lines up from 3" lines to 4" lines. Council approved the annexation of this section at last meeting as part of MUD 212 and their Capital Recovery Fee will be $2391 per hook-up.

Another matter Mr. White addressed was a recommendation that council approve the feasibility study of 105 Holdings. A motion was made by Jason Wieghat to accept the feasibility study completed by Mr. White on 105 Holdings on behalf of the City. The motion was seconded by Ryan Wallace and approved with all voting approval.

Mr. White also reported that Weisinger has completed testing on the new well. They will use the two alternates awarded by the City at the cost of $11,000.00 which they feel will increase from 600 to 700 gpm well.

Mr. White reported that he has been checking rates with similar size cities regarding wholesale water tiering rates for larger commercial users like MUD 145. He feels we should consider amending rates to larger users. He will bring recommendations to council later.

Jonathan White also stated that the TX Dot highway expansion on 105 is getting underway with LJA Construction Management moving the water lines.

Next item of business on the agenda was to consider and take action on an ordinance authorizing participation with other Entergy Texas customers to be represented by Lawton Law Firm at the

Public Utility commission of Texas in 2023. After discussion, a motion was made by Charlie Musgrove to approve by ordinance participation with other Entergy Texas customers to be represented in rate matter with the PUC by Lawton Law Firm in 2023. The motion was seconded by Bill Green and passed with all voting in favor.

Next business was the operational report by Derick Dickmann with A-1 Utility & Construction. The adjusted water loss report was 16.75%. The January pumpage paid to SJRA was $53,479.14. They worked 71 work orders. Routine maintenance and operation was conducted at water plant #1. Additional work included locates, service complaints and new meter installations One emergency repair was made on Lazy Oaks.

Also, under the A-1 report, Derick reported they found a flaw in the numbers regarding water loss. Southern Flow did flow test on well #3 that disclosed a problem. The screen was plugged with polymer which caused the numbers to be reporting erroneously. It may take a couple of read cycles for them to get a true picture of the numbers. When this information is available, Darcy will contact SJRA and see if we can get credit for overpayment created by the problem.

Next business was report of police activities for the month of February presented by Jonathan Hein. Calls for service 111, total citations 31, written warnings 6, verbal warnings 8, reports completed 5 and investigations 7. The racial profile report for year 2022 was completed and filed with the State of Texas.

Mayor ProTem Tom Robinson closed the regular session of council and adjourned the council into executive session at 6:55 PM. At 7:15 PM, council returned to the meeting room and the meeting was re-convened into open session. Mayor ProTem Robinson stated that there was nothing to report from their meeting.

A motion was made by Charlie Musgrove to adjourn the meeting. The motion was seconded by Jason Wieghat and passed with all voting in favor.

for Nyla Akin Dalhaus, Mayor
Tom Robinson, Mayor Pro Tem

Amy L. Wade, City Secretary

MOTION was made by Bill Green seconded by Jason Wieghat to pass the following ordinance.

**ORDINANCE NO. 142**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT, TEXAS TO CANCEL THE 2023 CITY OFFICERS ELECTION ON MAY 06TH AND DECLARE EACH UNOPPOSED CANDIDATE ELECTED TO OFFICE, IN ACCORDANCE WITH SECTION 2.052 AND SECTION 2.053 OF THE ELECTION CODE.**

WHEREAS, the City Council of Cut and Shoot, Texas has duly conducted an election filing period for the purpose of holding the 2023 City Officers Election within the incorporated limits of the City of Cut and Shoot on May 06th, 2023 as set out in the Election Code, and positions for election for two year terms of office are Mayor, Alderman Position No. 2, and Alderman Position No. 4.

WHEREAS, only one candidate filed all paperwork to have his/her name placed on the official ballot for each of the positions available for the May 06th election; and

WHEREAS, no candidate applied to have his/her name placed on a list of write-in candidates for the May 06th election; and

WHEREAS, the above declarations have been certified by the City Secretary as attached hereto;

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF CUT AND SHOOT THAT in accordance with Section 2.052 and Section 2.053 of the Election Code, it declares that each unopposed candidate be elected to the office by order of this ordinance; and cancels the city election set for May 06, 2023.

PASSED at a regular meeting of the City Council of Cut and Shoot, Texas held on the 9th day of MARCH, 2023.

Tom Robinson, Mayor ProTem

Amy L. Wade, City Secretary

# CITY SECRETARY CERTIFICATION

This is to certify that filing period for place on the ballot of the 2023 City Officers Election to be held Saturday, May 6th was conducted at the City Hall, 14391 Hwy 105 East during regular office hours beginning January 18, 2023 (Sec. 143.007, Election Code) and concluded, February 17, 2023 at 5:00 PM (Sec. 144.055 (a), Election Code).

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be conducted with Montgomery County on May 6, 2023.

Filing results are as follows:

| | |
|---|---|
| Mayor | Nyla Akin Dalhaus |
| Alderman Position #2 | Jason C. Wieghat |
| Alderman Position #4 | Charlie Musgrove |

Only one candidate's name is to be placed on the ballot for Mayor, Alderman Position #2 and Alderman Position #4.

No candidates name is to be placed on a list of write-in candidates.

Election Code, Subchapter C, Election of Unopposed Candidate, Section 2.053.

Action on certification. (a) On receipt of the certification, the governing body of the political subdivision by order or ordinance may declare each unopposed candidate elected to the office. (b) If a declaration is made under Subsection (a), the election is not held. A copy of the order or ordinance shall be posted on election day at each polling place that would have been used in the election. (c) A certificate of election shall be issued to each candidate in the same manner as provided for a candidate elected at the election.

Amy L Wade

Amy L Wade, City Secretary

ORDINANCE NO. 143

**A TRAFFIC ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CUT AND SHOOT, TEXAS, SETTING A SPEED LIMIT OF 45 MILES PER HOUR FOR MOTOR VEHICLES TRAVELING ON A PORTION OF STATE HIGHWAY 105 WITHIN THE CITY; AUTHORIZING THE CITY POLICE CHIEF TO PLACE WARNING SIGNS ALONG STATE HIGHWAY 105 TO REDUCE THE SPEED OF MOTOR VEHICLES; PROVIDING CRIMINAL PENALITIES OF UP TO $500 FOR A VIOLATION OF THIS ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A CONFLICT OF ORDINANCES CLAUSE; PROVIDING A TEXAS OPEN MEETINGS ACT CLAUSE; AND SETTING AN EFFECTIVE DATE AFTER PUBLICATION.**

**WHEREAS,** Texas Transportation Code authorizes a Texas municipality to set a speed limit on a street or highway within the municipality if the governing body of the municipality determines that a speed of over 45 miles per hour by a motor vehicle on a city street or highway is unreasonable or unsafe; and

**WHEREAS,** the Houston District Engineer for the Texas Department of Transportation (TxDOT) has notified the City of future TxDOT road construction to widen State Highway 105 along and within the City, and has requested that the City pass an ordinance reducing vehicular speed within the City to 45 miles per hour to accommodate the construction project and reduce possible accidents to the traveling public along the highway; and

**WHEREAS**, the City Council finds that the speed limit along that portion of State Highway 105 within the City should be no more than 45 miles per hour to secure the safety of pedestrians and vehicular traffic on that portion of State Highway 105; and

**WHEREAS,** the City Council for the City of Cut and Shoot, Texas further finds that any speeds in excess of 45 miles per hour within the city municipal limits along State Highway 105 in the City are unreasonable and unsafe because of the road construction along State Highway 105; and

**WHEREAS,** the City Council finds that it is in the best interest of its citizens and the traveling public that further safety precautions should be taken for those operators of motor vehicles that drive through the City on State Highway 105;

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

## ARTICLE I
## WORDS AND PHRASES DEFINED

**Section 1.** Wherever in this Ordinance the following terms are used, they shall have the meanings respectively ascribed to them in this section:

**City.** The City of Cut and Shoot, Montgomery County, Texas.

**City Council.** The city council of the City of Cut and Shoot, Texas.

**Motor Vehicle.** Every vehicle, as herein defined, which is self-propelled.

**Official Traffic Sign.** All signs, markings and devices, other than signals, not inconsistent with this Ordinance, placed or erected by the City of Cut and Shoot, for the purpose of guiding, directing, warning or regulating traffic.

**Operator.** As used in reference to a vehicle, a person who drives or has physical control of a motor vehicle.

**Police Officer.** Every police officer of the City of Cut and Shoot or any officer authorized by the State of Texas to direct or regulate traffic or to make arrests for violations of traffic regulations.

**Street or Highway.** Every way set apart for public travel, except footpaths.

**Traffic.** Pedestrians, ridden or herded animals, vehicles, and other conveyances either singly or together while using any street for the purpose of travel.

**Vehicle.** Every device in, upon or by which any person or property is or may be transported or drawn upon a public highway, excepting devices moved by human power or used exclusively upon stationary rails or tracks.

## SECTION II
## CITY POLICE CHIEF AUTHORIZED TO DESIGNATE SAFETY ZONES

(a) The City Chief of Police is hereby empowered to establish safety zones of such kind and character and at such places as he may deem necessary for the protection of pedestrians and the traveling public on State Highway 105 within the City.

(b) The City Chief of Police is also authorized to post official traffic signs along State Highway 105 to warn oncoming traffic entering the City and traveling along State Highway 105 that the posted speed limit is 45 miles per hour.

## ARTICLE III
## SPEED ZONE ON STATE HIGHWAY 105

**Section 1. SPEED LIMIT OF 45 MPH;**

(a) The City Council shall have the right to establish speed zones in the City of Cut and Shoot, Texas, and maintain or cause to be maintained appropriate traffic signs indicating the same.

(b) It shall be unlawful for any operator of a motor vehicle to travel at a rate of speed in excess of forty-five (45) miles per hour on State Highway 105 within the City of Cut and Shoot, as such speed of no more than forty-five (45) miles per hour is deemed to be reasonable and safe

## ARTICLE IV
## CRIMINAL PENALTIES

**Section 1. FINE FOR VIOLATING ORDINANCE.** Any person violating the provisions of this Ordinance shall be guilty of a misdemeanor, and upon conviction thereof, shall be punished by fine not to exceed Five Hundred ($500.00) Dollars.

## ARTICLE V
## SEVERABILITY CLAUSE

That the City Council of the City of Cut and Shoot, Texas, does hereby declare that if any section, subsection, paragraph, sentence, clause, phrase, work or portion of this Ordinance is declared invalid, or unconstitutional, by a court of competent jurisdiction, that, in such event it would have passed and ordained any and all remaining portions of this Ordinance without the inclusion or that portion or portions which may be so found to be unconstitutional or invalid, and declares its intent is to make no portion of this Ordinance dependent upon the validity of any other portion thereof, and that all said remaining portions shall continue in full force and effect.

## ARTICLE VI
## REPEALING CONFLICTING ORDINANCES

All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby expressly repealed.

## ARTICLE VII
## 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.

## ARTICLE VII
## EFFECTIVE DATE

That this Ordinance and each section hereof shall take effect and be in full force from and after its passage and publication by the City Secretary as provided by law.

**PASSED AND APPROVED** this the 13th day of April, 2023.

Nyla Akin Dalhaus

Nyla Akin Dalhaus, Mayor

ATTEST:

Amy L. Wade

Amy L. Wade, City Secretary