



Travis County Commissioners Court Agenda Request

Meeting Date: December 10, 2013

Prepared By/Phone Number: Danny Hobby/854-4416

Elected/Appointed Official/Dept. Head: Danny Hobby

Commissioners Court Sponsor: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

ACKNOWLEDGE RECEIPT OF NOTICE OF TERMINATION OF THE INTERLOCAL AGREEMENT FOR ENFORCEMENT OF TRAVIS COUNTY FIRE CODE BETWEEN TRAVIS COUNTY AND THE CITY OF MANOR BY CITY OF MANOR AND CONFIRM DECEMBER 10, 2013 AS THE EFFECTIVE DATE OF TERMINATION.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

In February 2005, Travis County Commissioners Court adopted Travis County Fire Code Chapter 71 for unincorporated Travis County. The code adopted as Travis County Fire Code was the 2003 International Fire Code with local amendments and associated fees.

In May 2010, the Court amended Chapter 71 Fire Code and adopted the 2009 International Fire Code with local amendments and associated fees.

On May 24, 2011, the Court approved an Interlocal Agreement for Enforcement of Travis County Fire Code between Travis County and the City of Manor (See Agreement attached).

On May 1, 2013, the Manor City Council authorized the City Manager to provide the required 90-day notice(s) of termination of the Agreement between Travis County and the City of Manor. (See attachment of the Manor City Council Minutes of May 1, 2013). We have now received the City Manager's written notice, so we are requesting the Court to move ahead and acknowledge receipt of notice of termination (See notice attached).



June 12, 2013

Mr. Hershel Lee
Travis County Fire Marshal
5555 Airport Blvd., Suite 400
Austin, Texas 78751

Via USPS & E-Mail to: Hershel.Lee@co.travis.tx.us

Re: Interlocal Agreement – Fire Marshal Services

Dear Mr. Lee:

As discussed in our meeting on June 4th, please accept this letter as written notice / confirmation of the City of Manor's desire to terminate our Interlocal Agreement for enforcement of Travis County Fire Code between Travis County and the City of Manor. A copy of the official minutes of the meeting at which City Council approved this action, on May 1, 2013, is attached

This notice is intended to terminate the use of the Travis County Fire Marshal's office for "Fire Code Inspections" and "Fire Regulation Inspections" within the corporate limits of the City as defined in the Interlocal Agreement. Additionally, the City of Manor rescinds the authority granted by that Agreement to the Travis County Fire Marshal to act as Fire Marshal for the City.

Please note, the City of Manor has been very satisfied with the services provided under this agreement, and our decision to terminate is in no way a reflection on your department's performance. We are experiencing a tremendous level of new development and are identifying several policies and procedures that will help facilitate this growth. For this reason, we will now be utilizing ESD No. 12, our local fire protection provider, as our "in-city" Fire Marshal.

Please do not hesitate to contact me should you have any questions or concerns. Thanks again for the professionalism and expert assistance provided through the past several years.

Sincerely,

Steve Shanks, PMP
City Manager

Cc: Mr. Tom Bolt – Ass't. City Manager – Development Services
Mr. Mike Tuley – Public Works Director



MINUTES
MANOR CITY COUNCIL
MEETING & PUBLIC HEARINGS
201 E. PARSONS STREET
MANOR, TEXAS 78653

May 1, 2013 · 7:00 P.M.

Council Members Present:

Mayor, Jeff Turner
Place 1, Jim Hooker
Place 2, Gil Burrell
Place 3, Rilla Jonse
Place 4, Danny Scarbrough, Mayor Pro-Tem
Place 5, Rebecca Davies
Place 6, Gene Kruppa

City Staff Attending:

Steve Shanks, City Manager
Thomas Bolt, Assistant City Manager
Paulina Torres, City Secretary

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

The meeting was called to order by Mayor Turner at 7:00 p.m. who announced that a quorum of the City Council was present.

PLEDGE OF ALLEGIANCE

VISITOR AND CITIZEN'S FORUM

No citizens signed up to speak during the forum.

CONSENT AGENDA

1. Approval of the minutes:
 - o April 17, 2013 regular and public hearing meeting
2. Authorize the City Manager to provide the required 90-day notice(s) of termination of the Interlocal Agreement for Enforcement of Travis County Fire Code between Travis County and the City of Manor. This notice will state the City's intent to terminate use of the Travis County Fire Marshal's office for "Fire Code Inspections" and "Fire Regulation Inspections" within the corporate limits of the City as defined in the Interlocal Agreement. The notice will also rescind the authority granted to the Travis County Fire Marshal to act as Fire Marshal for the City of Manor.
3. Authorize the City Manager and City Attorney to finalize negotiations and prepare an Interlocal Agreement with ESD No. 12 to provide Fire Code Inspections, Fire Regulation Inspections, and Fire Marshal services within the limits of and for the City of Manor. Upon approval of the City Manager and Attorney, a final version of this Agreement shall be submitted for Council consideration and action.

A motion was made by Mayor Pro-Tom Scarbrough and seconded by Council Member Kruppa to approve Items 1, 2, & 3 under the Consent Agenda. Motion passed unanimously, 7-0.

PUBLIC HEARING

4. Second reading of an Ordinance to rezone FROM: Interim Single Family (R-1) Zoning District TO: Light Commercial (C-1) district zoning, 53.508 Acres out of a called 104.825 Acre tract, Las Entradas Development Corporation Document Number 2007002486 (O.P.R.T.C.T.) Official Records of Travis County, Texas. Las Entradas Development Corporation.

A motion was made by Council Member Scarbrough and seconded by Council Member Burrell, to approve the second reading of an Ordinance to rezone 53,508 acres out of a called 104.825 Acre tract, Las Entradas Development Corporation Document Number 2007002486 (O.P.R.T.C.T.) from Interim Single Family (R-1) Zoning District to Light Commercial (C-1) District Zoning. Motion passed unanimously, 7-0.

Minutes
Manor City Council
Meeting & Public Hearings
May 1, 2013

Single Family (R-1) Zoning District to Light Commercial (C-1) District Zoning. Motion passed unanimously, 7-0.

Agenda item no. 5 and no. 6 were addressed at the same time. See notes below item 6.

5. First reading of an Ordinance to rezone FROM: Interim Single Family (R-1) Zoning District TO: Light Industrial (IN-1) district zoning 41.37 Acres of land surveyed by Landesign Services Inc., out of the Greenbury Gates Survey No. 63 Abstract No. 315 in Travis County, Texas and being a portion of a 135.209 acre tract conveyed to Butler Family Partnership LTD. In Volume 12271, Page 872 of the Real Property Records of Travis County, Texas (R.P.R.T.C.T.). Owner: Butler Family Partnership Ltd. Agent: Winstead PC - Steve Drenner.
6. First reading of an Ordinance to rezone FROM: Interim Single Family (R-1) Zoning District TO: Heavy Commercial (C-2) district zoning 93.84 Acres of land surveyed by Landesign Services Inc., out of the Greenbury Gates Survey No. 63 Abstract No. 315 in Travis County, Texas and being a portion of a 135.209 acre tract conveyed to Butler Family Partnership LTD. In Volume 12271, Page 872 of the Real Property Records of Travis County, Texas (R.P.R.T.C.T.) Owner: Butler Family Partnership Ltd. Agent: Winstead PC - Steve Drenner.

Assistant City Manager, Tom Bolt, showed Council the locations of both rezoning requests and explained the difference between Commercial and Industrial zoning categories.

Attorney Steve Drenner from Winstead PC presented to Council an overview of the proposed development. A buffer was planned in order to separate the residential neighborhood with the commercial and industrial zone areas with natural vegetation. He stated that the industrial area may possibly be used for a warehouse by a single user.

Mr. Drenner also discussed a Private Restrictive Covenant that is being prepared based on his meetings with the ShadowGlen Community representatives. The Covenant would run with the land and be enforceable by the ShadowGlen HOA. It would essentially eliminate some uses that would otherwise be available in the light industrial category and would lock-in that buffer previously discussed. Further talk must be done regarding the hours of operation and limitations with the sale of alcohol in the C-2 area. The draft Restrictive Covenant was not completed until today but is expected to be finalized by the next public hearing.

Mr. Bolt explained to Council the allowed uses for the C-2 area which include but are not limited to: administrative offices, art galleries, automobile repairs and sales, ball bonds, etc. Mr. Drenner named a few uses that would be disallowed by the Restrictive Covenant. Services such as ball bonds, a cemetery, and pawn shops were removed from the C-2 area, and funeral services, kennels, scrap and salvage services were also removed from the IN-1 area.

Mr. Roger Alford, addressed Council on behalf of the ShadowGlen residents. They would like the homeowners to have an opportunity to review the Restrictive Covenant before declaring support for this proposal. Conceptually, they don't have a problem with either tract, but are just trying to have a say in how it's developed.

A motion was made by Council Member Kruppa and seconded by Mayor Pro-Tem Scarbrough to approve the first reading of an Ordinance to rezone from: Interim Single Family (R-1) Zoning District to: Light Industrial (IN-1) district zoning 41.37 acres of land surveyed by Landesign Services Inc., out of the Greenbury Gates Survey No. 63 Abstract No. 315 in Travis County, Texas and being a portion of a 135.209 acre tract conveyed to Butler Family Partnership LTD. In Volume 12271, Page 872 of the Real Property Records of Travis County, Texas (R.P.R.T.C.T.) Motion passed unanimously, 7-0.

A motion was made by Mayor Pro-Tem Scarbrough and seconded by Council Member Jonse to approve the first reading of an Ordinance to rezone FROM: Interim Single Family (R-1) Zoning District TO: Heavy Commercial (C-2) district zoning 93.84 Acres of land surveyed by Landesign Services Inc., out of the Greenbury Gates Survey No. 63 Abstract No. 315 in Travis County, Texas and being a portion of a

REGULAR AGENDA

7. Consider and act upon a request from First State Bank Central Texas, as the "Developer", to revise the "Applicable Date" of the Amended and Restated Development Agreement for the Sky Village Subdivision from "on or before January 1, 2013" to "on or before January 1, 2016". This revision will extend the deadline to obtain the City's approval of the completed construction, installation, and development of "Section 1" of the Subdivision for a period of three years.

City Manager, Steve Shanks, explained to Council that there are no plans to develop at this time, however, the developer is requesting to extend the agreement by an additional 3 years. A motion was made by Mayor Pro-Tem Scarbrough and seconded by Council Member Davies to revise the "Applicable Date" of the Amended and Restated Development Agreement for the Sky Village Subdivision from "on or before January 1, 2013" to "on or before January 1, 2016". This revision will extend the deadline to obtain the City's approval of the completed construction, installation, and development of "Section 1" of the Subdivision for a period of three years. Motion carried unanimously, 6-0, with Mayor Jeff Turner abstaining from vote.

8. Discuss and consider a Proclamation declaring the week of May 6-12th, 2013 as "Celebration of STEM Education Week in Manor, Texas" in recognition of the importance of Science, Technology, Engineering, and Mathematics education and to highlight the work currently being done by STEM academies, schools, and businesses.

A motion was made by Mayor Pro-Tem Scarbrough and seconded by Council Member Jonse to approve a Proclamation declaring the week of May 6-12th, 2013 as "Celebration of STEM Education Week in Manor, Texas" in recognition of the importance of Science, Technology, Engineering, and Mathematics education and to highlight the work currently being done by STEM academies, schools, and businesses. Motion passed unanimously, 7-0.

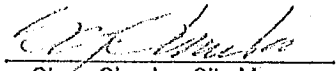
9. CITY MANAGER'S REPORT

- a. City Hall Project
 - Ground breaking ceremony has been scheduled for May 14th.
- b. Wal-Mart Project
 - Satterfield & Pontikes Construction, Inc., has been awarded the contract for construction. Erosion control measures may begin this week.
- c. Chamberlain House Project
 - Plans have been issued to local contractors. Cost opinions are to be returned by Friday, May 17th for compiling and Council consideration at a meeting on or before June 5th.
- d. Bols D'Arc Lane Project
 - Authorization letter to prepare plans, specifications, and bid package has been delivered to Jay Engineering Co., Inc., c/o Frank Phelan, PE
- e. Office Space Lease
 - Lease terms settled earlier today. Lease agreement being drafted for immediate occupancy.
- f. Announcements – Upcoming Events
 - Elections – May 11th
 - Mobile Voting
 - Special Meeting for Canvassing results of Elections
 - MISD forum on Community Impact / Afterschool Program
 - MISD Partners in Education Breakfast, RSVP
 - Swearing In of Mayor and Council Members, first meeting in June
 - Nominees for Planning and Zoning Commission

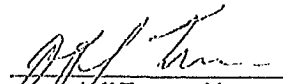
10. ADJOURNMENT

A motion was made by Mayor Pro-Tom Scarbrough and seconded by Council Member Jonso to adjourn. Motion was approved unanimously, 7-0. Mayor Turner adjourned the Council Meeting at 8:32 p.m.

ATTEST:



Steve Shanks, City Manager



Jeff Turner, Mayor

Danny Hobby

From: Barbara Wilson
Sent: Thursday, November 14, 2013 11:43 AM
To: Danny Hobby
Cc: Hershel Lee
Subject: RE: Termination Notice

Danny,

I think it would be better to put it on the agenda as a consent item if possible so that we have an official record of the termination of the agreement. The item could say:

Acknowledge receipt of notice of termination of (look at the agreement and use the title on the first page) by City of Manor and confirm (use date of court agenda item) as the effective date of termination

The back-up should include their letter and the minutes of the city council meeting so that they are part of the record as well.

Barbara

From: Danny Hobby
Sent: Thursday, November 14, 2013 11:36 AM
To: Barbara Wilson
Cc: Hershel Lee
Subject: FW: Termination Notice

This should do it on their end. Do you think we need to accept it on our end with the Court?

From: Steve Shanks [<mailto:sshanks@cityofmanor.org>]
Sent: Wednesday, November 13, 2013 2:48 PM
To: Danny Hobby
Cc: Hershel Lee; Tom Bolt
Subject: RE: Termination Notice

Danny & Hershel,

My sincere apologies for the misplacement of this letter. We have still not found our original file, however, I did finally locate this copy in a box that was routed to the wrong building during our move. Please note that the address shown on the letterhead is no longer valid, our new address is 105 E. Eggleston St., Manor, TX 78653 (y'all will be receiving invites to our dedication ceremony scheduled for December 2nd).

Let me know if we need to get you any further information...promise to be much quicker with response.

Steve

Steve Shanks, PMP
CITY MANAGER
MANOR, TEXAS

From: Danny Hobby [<mailto:Danny.Hobby@co.travis.tx.us>]
Sent: Thursday, October 24, 2013 9:35 AM

TRAVIS COUNTY
FIRE MARSHAL
MAY 13 2011
RECEIVED

**INTERLOCAL AGREEMENT
FOR ENFORCEMENT OF TRAVIS COUNTY FIRE CODE
BETWEEN TRAVIS COUNTY AND
CITY OF MANOR**

THIS AGREEMENT is entered into by the following parties:

City of Manor, a home rule municipality located in Travis County, Texas, ("City"), and
Travis County, Texas, a political subdivision of Texas.

RECITALS

City and County have each determined that it would be mutually advantageous for County to enforce the Travis County Fire Code within the municipal boundaries of City.

County is authorized to provide the services described in this agreement and to enter into an exclusive agreement with City for these services by TEX. LOC. GOV'T CODE ANN., §233.061 (b).

City and County are authorized to enter into this agreement in all respects by TEX. GOV'T. CODE ANN., ch. 791.

AGREEMENT

City and County agree as follows:

1.0 Definitions

1.01 Council "Council" means City Council of the City of Manor.

1.02 Commissioners Court "Commissioners Court" means Travis County Commissioners Court.

1.03 County "County" means Travis County Texas acting by and through the Fire Marshal.

1.04 Day "Day" means calendar day.

1.05 Fire Code Inspection(s) "Fire Code Inspection(s)" means the review of plans, the issuance of building permits, the inspection of installations, the issuance of operating permits for compliance with the Travis County Fire Code upon request for a permit. It also includes the investigation of complaints and the inspection of establishments upon receipt of requests or complaints about non-compliance with the Travis County Fire Code. Inspection includes all follow-up necessary to insure compliance with Travis County Fire Code.

1.06 Fire Marshal "Fire Marshal" means the Travis County Fire Marshal and his designated deputy fire marshals who are employed in his office.

1.07 Fire Regulation Inspection(s) "Fire Regulation Inspection(s)" means the routine inspection of establishments and the investigation of complaints and the inspection of establishments upon receipt of requests or complaints about non-compliance with any applicable federal, state and local rules or regulations related to fire control and fire prevention and establishing the requirement for annual permits and fees. Inspection includes all follow-up necessary to insure compliance with any applicable federal, state and local rules or regulations related to fire control and fire prevention and establishing the requirement for annual permits and fees. Routine inspections means annual inspection and all follow-up necessary to insure compliance with applicable federal, state and local rules or regulations related to fire control and fire prevention and establishing the requirement for annual permits and fees.

1.08 In the City of Manor "In the City of Manor" means any location within the full purpose corporate limits of the City of Manor and does not include locations within its extraterritorial jurisdiction or its limited purpose jurisdiction.

1.09 Travis County Fire Code "Travis County Fire Code" means the Chapter 71 of the Travis County Code at the time of service, even if County has revised this chapter after execution of this Agreement. All definitions in the Travis County Fire Code are incorporated the same as if set forth in full in this Agreement.

2.0 Term of Agreement

2.01 Initial Term This interlocal agreement begins on the date when it has been executed by both parties and ends on September 30, 2012 unless earlier terminated by either party in compliance with 13.0 of this Agreement.

2.02 Renewal Term This interlocal agreement, as properly amended or modified from time to time, automatically renews on October 1, 2012 for a term of one year and automatically renews for a term of one year every year after that unless terminated by either party in accordance with 13.0 of this Agreement.

3.0 Responsibilities of City

3.01 Exclusive Provider City grants County the exclusive right to provide the services described in this Agreement in the City of Manor.

3.02 Creation of Fire Marshal's Authority Prior to or concurrent with the approval and execution of this Agreement, City shall pass whatever ordinances, orders, rules, or resolutions may be necessary under its governing documents to give the same powers, rights, and privileges to the Fire Marshal that the Fire Marshal would have as a designated department of City. Despite this authority, employees of the Office of the Fire Marshal are not employees of City and work solely for County.

3.03 Adoption of Travis County Fire Code City shall pass an ordinance, order, rule or resolution adopting the Travis County Fire Code in City of Manor. If the Commissioners Court amends, revises, or replaces the Travis County Fire Code, Council shall pass an ordinance, order, rule or resolution adopting the amended, revised or replaced Travis County Fire Code in City of Manor within 60 days after the Commissioners Court takes its action.

3.04 Copies of Ordinance, Rule or Resolution Prior to or concurrent with the approval of this Agreement, City shall provide County with copies of all ordinances, orders, rules and resolutions initially passed pursuant to this Agreement. Within 30 days after Council approves an ordinance, order, rule or resolution adopting the amended, revised or replaced Travis County Fire Code, City shall provide County with copies of the ordinances, orders, rules and resolutions adopting the amended, revised or replaced Travis County Fire Code.

3.05 Establishment of Fees City authorizes Commissioners Court to set permit fees in the City of Manor at the same amount as fees for the unincorporated areas of Travis County set by Commissioners Court in Chapter 71 as amended from time to time. The initial fees are listed in Attachment A. County may change fees charged under this Agreement at any time by written notice from County in compliance with section 15.0 to City. Unless City gives notice of termination pursuant to Section 13.0 of this agreement, the change in fees is effective thirty days after receipt of the notice from County.

3.06 Payment For Services City assigns to County its right to receive any permit fees to be paid by applicants for permits under the Travis County Fire Code related to the construction of buildings and any fees payable for any inspections or services provided under this Agreement. City authorizes all applicants to pay the permit fees directly to the County through the Office of the Fire Marshal in accordance with the procedures established by County from time to time. City authorizes all establishments seeking other services under this Agreement to pay the applicable fees directly to the County through the Office of the Fire Marshal in accordance with the procedures established by County from time to time.

3.07 Notice of Complaints City acknowledges that all calls about any complaints related to services under this Agreement should be made to City, with City then contacting County about services. City shall make every reasonable effort to advise residents of this requirement and to prevent direct contact between residents of City and the Fire Marshal.

3.08 Fire Code Inspection For Fire Code Inspections under this Agreement, City designates the Fire Marshal to receive information for administering the provisions of and prosecuting violations of the Travis County Fire Code. The procedures for requests for hearings, for hearings and for actions taken as a result of those hearings are set forth in the Travis County Fire Code. City authorizes County to take whatever action is necessary to enforce the Travis County Fire Code, including imposing any related penalties described in it, within the limits imposed by applicable law.

3.09 Fire Regulation Inspection For Fire Regulation Inspections under this Agreement,

City designates the Fire Marshal to receive information for prosecuting violations of any applicable federal, state and local rules or regulations related to fire control and prevention and establishing the requirement for annual permits and fees. City authorizes County to take whatever action is necessary to enforce the applicable rules, including any related penalties described in the other applicable federal, state and local rules or regulations related to fire control and prevention and establishing the requirement for annual permits and fees, within the limits imposed by applicable law.

3.10 Legal Action In any legal action which is required as a result of the services provided under this Agreement, City Attorney is responsible for judicial prosecution of violations of the applicable Travis County Fire Code and any applicable federal, state and local rules or regulations related to fire control and prevention and establishing the requirement for annual permits and fees. Prosecution of all violations of the applicable federal, state and local rules or regulations related to fire control and prevention and establishing the requirement for annual permits and fees shall be brought in the Court of competent jurisdiction as set forth in those federal, state and local rules or regulations.

3.11 Current Revenue City shall pay for its obligations under this interlocal agreement from current revenue funds available to City.

3.12 Compliance with Laws City shall comply with all applicable laws, rules and regulations in the performance of this agreement.

4.0 Responsibilities of County

4.01 Enforcement of Travis County Fire Code To the extent allowed by law and this Agreement, County shall administer and enforce the Travis County Fire Code and carry out the following services related to it in City of Manor:

4.01.01 review plans of applicants for permits under it,

4.01.02 issue building permits under it, and

4.01.03 perform inspections of installations required by it, and

4.01.04 the investigation of complaints and the inspection of establishments upon receipt of requests or complaints about non-compliance with it made to City, with City then contacting the Fire Marshal's Office, including all follow-up necessary to insure compliance with it.

4.02 Complaint Investigation County shall investigate Travis County Fire Code complaints and complaints about violations of any other applicable federal, state and local rules or regulations related to fire control and prevention that are made directly to City, with City then contacting the Fire Marshal's Office. If the investigations of a complaint reveal the violation of the Travis County Fire Code or any other applicable federal, state and local rules or regulations related to fire control and prevention, County shall enforce these legal requirements to the extent allowed by law, except that County's enforcement shall not include condemnation of buildings, enforcement of zoning ordinances, or enforcement of flood plain ordinances.

4.03 Other Permit Inspections County shall routinely inspect establishments for compliance with any applicable federal, state and local rules or regulations that establish the requirement for permits and fees pursuant to those rules or regulations. These inspections include all follow-up necessary to insure compliance with the applicable federal, state and local rules or regulations. Routine inspections may be either inspection prior to and as part of both the initial state licensing process and all renewals of the state license or the annual inspection and all follow-up necessary to insure compliance with state rules and regulations.

4.04 Credit for Fees County may perform any reasonable activities necessary to collect fees for services provided. County may retain all fees collected.

4.05 Quarterly Reports Within fifteen (15) days after the end of each quarter (90 days) County shall provide City with a report of its operations in the City of Manor for the preceding quarter (90 days) that includes at least the following information:

4.05.01 the number of applications received in the City of Manor;

4.05.02 the number of permits issued in the City of Manor, and

4.05.03 the number and type of inspections related to other law that are performed.

4.06 Annual Reports Annually County shall provide City with at least a summary report for the information provided in the quarterly reports under 4.05.

4.07 Access to Reports, Records, and Facilities County shall provide City with full access to all records and reports about the Travis County Office of the Fire Marshal that are available by law to members of the public generally.

4.08 Current Revenue County shall pay for its obligations under this interlocal agreement from current revenue funds.

4.09 Compliance with Laws County shall comply with all applicable laws, rules and regulations in the performance of this agreement.

5.0 Fees

5.01 Fire Code Permits County shall charge applicants for permits in City of Manor based on the fees that are approved by the Commissioners Court annually. Commissioners Court shall review permit fees annually and may increase or decrease fees based on the cost incurred by the Office of the Fire Marshal in administering the Travis County Fire Code including inspection and enforcement. The cost for the investigation and follow-up for complaints about violations of Travis County Fire Code are included in determining permit fees. Any changes shall be effective October 1 of each year.

5.02 Other Fire Regulation Fees County shall charge businesses needing an inspection in City of Manor based on the fees that are approved by the Commissioners Court annually. Commissioners Court shall set the fees annually and may increase or decrease fees based on the cost incurred by the Office of the Fire Marshal in providing these services. The cost for the investigation and follow-up for complaints about violations are included in determining these fees. County shall inform City, in writing, prior to implementation of proposed rate changes. Changes shall be effective October 1 of each year.

6.0 Responsibility for Losses and Insurance

6.01 Self-Insured City acknowledges that County is self insured for some losses at the execution of this agreement. City acknowledges that County does not have liability insurance coverage on its operations and is not required to do so under this agreement. City acknowledges that County is not required to provide liability insurance coverage under this agreement and may, at its option, discontinue the liability insurance coverage which County has at the commencement of this agreement.

6.02 Limits of Liability City is not liable for any claims, damages, or attorney fees arising from the negligent or illegal acts of County or its employees or agents in relation to the services provided by County under this Agreement. County is not liable for any claims, damages, or attorney fees arising from the negligent or illegal acts of City or its employees or agents in relation to the responsibilities of City under this Agreement.

6.03 Shared Liability If both County and City are liable for any claims, damages, or attorney fees arising from the negligent or illegal acts of City and County in relation to the services provided under this Agreement, City and County are individually liable for the portion of the claims, damages, and attorney fees attributable to each that arise from their negligent or illegal acts or those of their respective employees and agents as determined by a court adjudicating the matter or as agreed in any settlement.

6.04 Assumption of Risk City bears all property losses that result from damages caused by City that would be covered by automobile, fire and casualty insurance coverage offered by a commercial insurance company. County bears all property losses that result from damages caused by County that would be covered by automobile, fire and casualty insurance coverage offered by a commercial insurance company.

7.0 Acknowledgements

7.01 Travis County Fire Code City acknowledges that, under the terms of this Agreement, City must approve ordinances, orders, rules or resolutions adopting the Travis County Fire Code. City further acknowledges and agrees that this Travis County Fire Code supercedes any other ordinances, orders, rules, resolutions or other enactments by City related to the regulations being implemented under this Agreement.

7.02 Limit of Authority to Represent City and County intend to enter this agreement as independent contractors and assume all of the rights, obligations and liabilities applicable to it as an independent contractor. This Agreement shall be construed to give effect to this intent. Neither party is authorized to represent the other for any purpose whatsoever without the prior written consent of the other party. Employees of City shall not be considered to be employees of County. Employees of County shall not be considered to be employees of City.

7.03 Limit on Agents No agent, official, employee, or representative of County has the authority to amend or assign this agreement or waive violations of it unless expressly granted this specific authority by the Commissioners Court. No agent, official, employee or representative of City has the authority to amend or assign this agreement or waive violations of it unless expressly granted this specific authority by the City Council.

7.04 County Right to Contract: Other Entities County may contract with other entities to provide the services provided under this Agreement throughout Travis County. All proceeds to County that may arise from other agreements inure to the benefit of Travis County. County shall provide City with copies of all contracts with other entities which County uses to provide services similar to those provided under this Agreement, if copies of each are requested by City.

8.0 Amendment of Agreement

8.01 The only modification concerning this agreement that has any force or effect is a subsequent amendment in writing signed by both parties. No official, representative, agent, or employee of County or City has any authority to modify this agreement except pursuant to specific authority to do so expressly granted by the respective governing body.

9.0 Entire Agreement

9.01 This agreement supersedes any and all other agreements, either oral or in writing, between the parties to it with respect to the subject matter of it and contains all of the covenants and agreements between the parties with respect to this subject matter. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party which are not embodied in this agreement and that any agreements, statements, or promises not contained in this agreement are not valid or binding.

9.02 Attachment A Chart of Fees is made a part of this Agreement, and constitutes promised performances by City.

10.0 Breach

10.01 The failure of either party to comply with the terms and conditions of this agreement is a breach of this agreement.

11.0 Dispute Resolution

11.01 When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties shall use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in the TEX. CIV. PRAC. AND REM. CODE ANN., § 154.073. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in TEX. CIV. PRAC. AND REM. CODE ANN., § 154.073, unless both parties agree, in writing, to waive the confidentiality.

12.0 Waiver and Reservation of Rights

12.01 Waiver The waiver by either party of a breach of this agreement shall not constitute a continuing waiver of that breach or of a subsequent breach of the same or a different provision, unless the party not in breach agrees to a waiver.

12.02 Reservation of Rights and Remedies All rights of both parties under this agreement are specifically reserved. Any reimbursement, installment, payment, act, or omission by a party shall not impair or prejudice any remedy or right of that party under this agreement. Any right or remedy stated in this agreement shall not preclude the exercise of any other right or remedy under this agreement, the law or in equity, and any action taken in the exercise of any right or remedy shall not be deemed a waiver of any other rights or remedies.

13.0 Termination

13.01 Annual Termination Either party to this agreement may terminate this agreement by giving 90 days prior written notice to the other party.

13.02 Termination for Breach Either party may terminate this agreement if it is found that the other party has breached this Agreement. Prior to termination, the terminating party shall provide written notice to the other party of any breaches. Upon receipt of this notice, the breaching party has 90 days to correct the breaches or explain why the actions do not breach this Agreement to the satisfaction of the terminating party. Failure to correct the breaches or give a satisfactory explanation within 90 days results in automatic termination of this Agreement at the end of the 90-day period unless the parties agree in writing to extend the time to cure the breaches.

13.03 Survival of Provisions If this agreement is terminated, the terms about fees and

payments survive the termination until each fee is paid.

14.0 Notice

14.01 Written Notice All notices sent pursuant to this agreement shall be in writing and either hand delivered or sent by registered or certified mail, postage prepaid, return receipt requested.

14.02 County Address Notice sent pursuant to this agreement shall be delivered or sent to County at the following addresses:

If hand delivered to:

County Judge, Travis County
314 West 11th Street, Room 520
Austin, Texas 78701

If mailed to:

County Judge, Travis County
P.O. Box 1748
Austin, Texas 78767

and

If hand delivered to:

Executive Manager
Emergency Services
5501 Airport Boulevard
Austin, Texas 78751

If mailed to:

Executive Manager
Emergency Services
P.O. Box 1748
Austin, Texas 78767

14.03 City Address Notices sent pursuant to this agreement shall be delivered or sent to City at the following address:

If hand delivered to:

City Manager
City of Manor
201 E. Parsons Street
Manor, Texas 78653

If mailed to:

Mayor
City of Manor
P.O. Box 387
Manor, Texas 78652

14.04 Notice to County Attorney To be effective against County, a copy of any notice sent to County must also be sent to the Travis County Attorney's office at the following address:

Travis County Attorney
P.O. Box 1748
Austin, Texas 78767

14.05 Notice to City Attorney To be effective against City, a copy of the notice must also be sent to the City Attorney's office at the following address:

Knight & Partners
Executive Office Terrace
223 W. Anderson Lane, Suite A105
Austin, Texas 78752

14.06 Time of Delivery When notices sent are hand delivered, notice is effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mail box or at a U.S. post office.

14.07 Change of Address Either party may change its address for notice under this agreement by providing a notice of the change to all parties in compliance with this paragraph.

15.0 Parties Bound

15.01 This agreement shall be binding upon and inure to the benefit of the parties to it and to their respective legal representatives and successors where permitted by this agreement. This agreement is not assignable without consent of the other party which shall not be unreasonably withheld.

16.0 Interpretational Guidelines

16.01 Third Party Rights Not Created This agreement is not intended and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and neither County nor City is waiving any defense or immunity to which it is entitled against any person or legal entity that is not a party to it.

16.02 Texas Law to Apply This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created under it are performable in Travis County, Texas.

16.03 Severability of Provisions In case any one or more of the provisions in this agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision of this agreement and this agreement shall be construed as if the invalid, illegal, or unenforceable provisions had never been in it.

16.04 Computation of Time When any period of time is stated in this agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that either County or City has declared a holiday for its employees, these days shall be omitted from the computation.

16.05 Gender and Number Words of gender used in this agreement shall be construed to

include any other gender and words in the singular number shall be construed to include the plural and vice versa unless this agreement requires otherwise.

16.06 Headings The headings at the beginning of the various provisions of this agreement have only been included to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this agreement.

ATTEST:

CITY OF MANOR

Phil Tate
Phil Tate, City Manager

Joseph Sanchez
Joseph Sanchez, Mayor

Date: 5-10-2011

Date: 5-10-2011

TRAVIS COUNTY, TEXAS

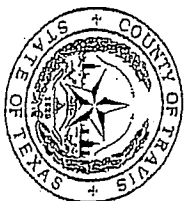
Date: 5-24-11

By: Samuel T. Biscoe
Samuel T. Biscoe
County Judge

ATTACHMENT A

TRAVIS COUNTY FIRE MARSHAL'S OFFICE

5555 AIRPORT BLVD., SUITE 400, AUSTIN, TEXAS 78751
 P. O. BOX 1748, AUSTIN, TEXAS 78767
 (512) 854-4621, FAX (512) 854-6471



TRAVIS COUNTY CODE TABLE 71-A

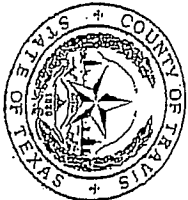
OPERATIONAL PERMIT SERVICE FEES

Service fees must be paid before the service is scheduled.
 The Travis County Fire Marshal's Office can accept a business check, money order or cashier's check.
 Please make checks payable to the Travis County Fire Marshal's Office.

SERVICE	SCOPE	SERVICE FEE
After Hours Inspection	This fee covers inspections conducted at the request of a contractor, an applicant or owner's representative, at times other than normal working hours. Normal working hours range from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County holidays.	An after hours inspection is billed at \$78.00 per hour with a two hour minimum. Travel time is incorporated in calculating this fee.
Duplicate Permit	This fee covers the issuance of duplicate permits	\$10.00
Pre-Development Review	A pre-development review includes meetings, site visits, and other functions conducted prior to formal submission of construction plans.	The first two pre-development functions will be conducted at no charge to the project. Additional meetings will be billed at \$52.00 per hour. Travel time will be incorporated when calculating this fee.
Reinspection	This fee covers reinspection of any site, building, or retest of any system, due to failure of the previous inspection or test. A reinspection will also be required when approved plans are not on-site at the time of the scheduled inspection.	Reinspections will be billed at \$52.00 per hour with a two hour minimum. Travel time is incorporated in calculating this fee.
Rescheduling	This fee is required when an appointment for an inspection is cancelled less than 4 hours prior to the appointment time.	\$52.00
Standby Personnel	This fee covers the cost of providing standby personnel to perform fire watch and public safety functions.	Standby personnel scheduled during normal working hours will be billed at \$52.00 per hour with a two hour minimum. Standby personnel scheduled outside normal working hours will be billed at \$78.00 per hour with a two hour minimum. Travel time is incorporated in calculating this fee.

TRAVIS COUNTY FIRE MARSHAL'S OFFICE

5555 AIRPORT BLVD., SUITE 400, AUSTIN, TEXAS 78751
 P. O. BOX 1748, AUSTIN, TEXAS 78767
 (512) 864-4621, FAX (512) 854-6471
 TRAVIS COUNTY CODE TABLE 71-A



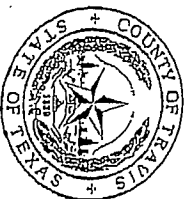
OPERATIONAL PERMITS

Permit fees must be paid when the permit application is submitted.
 The Travis County Fire Marshal's Office can accept a business check, money order or cashier's check.
 Please make checks payable to the Travis County Fire Marshal's Office.

PERMIT	SCOPE	PERMIT FEE
Carnivals and Fairs	An operational permit is required to conduct a carnival or fair.	\$208.00
Public Fireworks Display	An operational permit is required to conduct a fireworks display. Plans must be reviewed, the site must be visited and approved and revisited immediately before the event. Records of the event and permitting must be maintained. Some public displays require a marshal or inspector on scene during the display.	The fee is determined by time required to issue the permit at the rate of \$52.00 per hour with a four-hour minimum. Travel time will be incorporated when calculating this fee.
Fireworks Stand	An operational permit is required to operate a fireworks stand.	\$208.00 per stand.
Special Event (Mass Gathering and Special Assignments)	An operational permit is required to conduct a special event. Special events include a mass gathering, as defined in the State of Texas Health and Safety Code, and other events where a public safety plan is required by the Fire Marshal.	The fee is determined by time required to issue the permit at the rate of \$52.00 per hour with a five-hour minimum. Inspection personnel required at the site for standby are billed at the rate \$52.00 per hour for regular duty and \$78.00 per hour for duty after hours. The hourly rate is applied for each inspector required for the event. Travel time will be incorporated when calculating these fees.
Special Permit	This fee covers the review and inspection of permitted activities not addressed elsewhere in this fee schedule.	\$208.00
Hazardous Materials	A Hazardous Materials facility or system.	\$300.00
Tank Abatement	To remove, or abandon in place, an aboveground or underground storage tank designed to contain compressed gases, cryogenic fluids, flammable or combustible liquids, hazardous materials or LPG.	\$52.00 per tank

TRAVIS COUNTY FIRE MARSHAL'S OFFICE

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TRAVIS COUNTY CODE TABLE 71-A

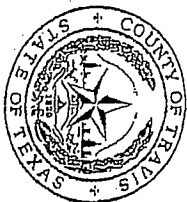
INSPECTION FEES

Inspection fees must be paid before the inspection is scheduled.
 The Travis County Fire Marshal's Office can accept a business check, money order or cashier's check.
 Please make checks payable to the Travis County Fire Marshal's Office.

PERMIT	SCOPE	PERMIT FEE
Adoption	Inspection of a residence when required as a condition for adoption of a child or infant.	No fee for this inspection
Day Care	Inspection of a day care facility classified by the County Fire Code as either Educational or I-4 occupancy. This includes after-school, part-time and full-time facilities.	\$52.00 for a facility with an occupant load less than 50. \$104.00 for a facility with an occupant load of 50 or more.
Foster Care	Inspection of a residence when required as a condition for use as a foster home facility.	No fee for a facility with not more than 3 children in foster care \$52.00 for a facility with more than 3 children in foster care
Licensing	Inspection of a facility when required as a condition of a license not listed above and issued by a governmental agency.	\$104.00 for a facility with an occupant load less than 50 \$208.00 for a facility with an occupant load of 50 or more For a facility with an occupant load of 500 or more, or a facility with multiple buildings, the fee is determined by time required for the inspection at the rate of \$52.00 per hour with a four-hour minimum. Travel time will be incorporated when calculating this fee.
Requested	Requested inspection of a facility not addressed by another permit in this fee schedule.	\$104.00 for a facility with an occupant load less than 50 \$208.00 for a facility with an occupant load of 50 or more For a facility with an occupant load of 500 or more, or a facility with multiple buildings, the fee is determined by time required for the inspection at the rate of \$52.00 per hour with a four-hour minimum. Travel time will be incorporated when calculating this fee.

TRAVIS COUNTY FIRE MARSHAL'S OFFICE

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TRAVIS COUNTY CODE TABLE 71-A

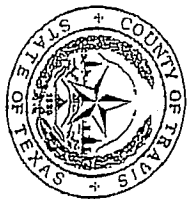
INSPECTION SERVICE FEES

Service fees must be paid before the service is scheduled.
 The Travis County Fire Marshal's Office can accept a business check, money order or cashier's check.
 Please make checks payable to the Travis County Fire Marshal's Office.

SERVICE	SCOPE	SERVICE FEE
After Hours Inspection	This fee covers inspections conducted at the request of a contractor, or owner's representative, at times other than normal working hours. Normal working hours range from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County holidays.	An after hours inspection is billed at \$78.00 per hour with a two hour minimum. Travel time is incorporated when calculating this fee.
Duplicate Permit	This fee covers the issuance of duplicate permits	\$10.00
Reinspection	This fee covers reinspection of any building, or retest of any system, due to failure of the previous inspection or test. A reinspection will also be required when approved plans are not on-site at the time of the scheduled inspection.	Reinspections will be billed at \$52.00 per hour with a two hour minimum. Travel time is incorporated when calculating this fee.
Rescheduling	This fee is required when an appointment for an inspection is cancelled less than 4 hours prior to the appointment time.	\$52.00

TRAVIS COUNTY FIRE MARSHAL'S OFFICE

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TRAVIS COUNTY CODE TABLE 71-A



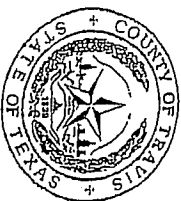
BUILDING PERMITS

Building Permit fees must be paid when the permit application is submitted. The Travis County Fire Marshal's Office can accept a business check, money order or cashier's check. Please make checks payable to the Travis County Fire Marshal's Office.

PERMIT	SCOPE	PERMIT FEE
Building Permit	A Building Permit is required to construct a new commercial or public structure in unincorporated Travis County. A Building Permit is required to substantially alter, enlarge, repair, move, remove, demolish or convert for use as a commercial establishment or public structure in unincorporated Travis County. The Valuation Table sets a standard for the cost basis of a project. The values in the 2003 International Code Council's Building Valuation Table are comparable to the costs of projects reviewed between 2007 and 2009 provided as an estimated cost of construction by applicants. Costs in subsequent Building Valuation Tables appear to overstate cost in Central Texas. The 2003 Building Valuation Table better reflects cost in Central Texas.	The fee is based on the total cost of the construction project using the 2003 International Code Council valuation data table attached at the end of Table 71-A. For projects valued at less than \$200,000, the fee is \$750.00. For projects valued at \$200,000 but less than \$1,000,000, the fee is \$750.00 for the first \$200,000 plus \$1.75 per \$1,000, or fraction thereof, for the value over \$200,000. For projects valued at \$1,000,000 but less than \$5,000,000, the fee is \$2,700 for the first \$1,000,000 plus \$1.00 for every \$1,000, or fraction thereof, for the value over \$1,000,000. For projects valued at \$5,000,000 or more, the fee is \$10,140 for first \$5,000,000 plus \$0.50 for every \$1,000, or fraction thereof, for the value over \$5,000,000.
Special Project	A Building Permit is required to substantially alter, enlarge, repair, move, remove, demolish or convert for use a special project in unincorporated Travis County. Special projects include marinas, outdoor recreation areas, outdoor flea markets and similar facilities.	The fee is \$500.00 plus \$52.00 per hour for plans review and inspections. Travel time will be incorporated when calculating this fee.
Express Permit	An Express Permit covers the addition of small structures to a site with a previously issued permit.	The fee is \$100.00 per structure.
Site Plan	Review of a site plan which is not associated with a building permit.	\$52.00 per hour with a four hour minimum. Travel time will be incorporated when calculating this fee.

TRAVIS COUNTY FIRE MARSHAL'S OFFICE

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TRAVIS COUNTY CODE TABLE 71-A



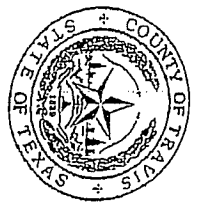
CONSTRUCTION PERMITS

A construction permit is required for installation of, or modification to, the following systems. Permit fees must be paid when the permit application is submitted. The Travis County Fire Marshal's Office can accept a business check, money order or cashier's check. Please make checks payable to the Travis County Fire Marshal's Office.

PERMIT	SCOPE	PERMIT FEE
Automatic Fire-Extinguishing Systems	An automatic fire-extinguishing system. An automatic fire-extinguishing system will include kitchen suppression systems, halon, dry chemical, wet chemical, clean agent and similar systems. A separate permit is required for each system.	\$260.00
Fire Alarm and Detection Systems	A fire alarm and detection system.	The fee is based upon the number of initiating or signaling devices included in the system. For systems with 100 or fewer devices, the fee is \$260.00. For systems with 101 or more devices the fee is \$260.00 plus \$0.50 for each device in excess of 100. The maximum fee is \$2,000.00
Fire Pump System	A fire pump system.	\$260.00
Fire Sprinkler System.	A fire sprinkler system. A system is defined as a single riser and control valve. Fire sprinklers associated with a kitchen suppression system shall be permitted as an automatic fire extinguishing system. Multiple fire sprinkler risers in multi-story buildings require multiple inspections.	The fee is based upon the number of sprinklers included in each riser/system. For risers/systems with 200 or fewer sprinklers the fee is \$260.00. For risers/systems with 201 or more sprinklers, the fee is \$260.00 plus \$0.50 for each sprinkler in excess of 200. The maximum fee is \$2,000.00 per system.
Fire Standpipe System	A fire standpipe system. Combination sprinkler/standpipe systems shall be permitted as a fire sprinkler system.	\$260.00

TRAVIS COUNTY FIRE MARSHAL'S OFFICE

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TRAVIS COUNTY CODE TABLE 71-A



CONSTRUCTION PERMITS, CONTINUED

Private Water Supply	<p>A private fire protection water supply system. This permit applies to private fire hydrants and water storage tanks installed for private fire protection.</p> <p>When a commercial or public building is built without a public water supply utilizing dry hydrants, cisterns, tanks, etc. This fee is for reviewing plans for these systems and inspecting the system once the public water supply is installed.</p>	\$260.00
Underground Fire Line	<p>An underground fire line. An underground fire line is the underground piping associated with the installation of a fire sprinkler and/or standpipe system. Underground lines serving fire hydrants shall be permitted as a private water supply.</p> <p>A special license is required for installation of underground fire lines because above ground fire sprinklers and the underground fire lines are not always installed by the same installer because of license requirements or separate bids. In addition, an underground fire sprinkler line must be inspected before covered over and a two hour hydrostatic test is also required.</p>	\$260.00
Tank Installation	<p>An aboveground or underground storage tank designed to contain compressed gases, cryogenic fluids, flammable or combustible liquids, hazardous materials or LPG.</p>	\$260.00 for each tank or set of tanks located within a single containment system

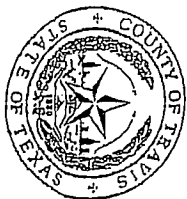
TRAVIS COUNTY FIRE MARSHAL'S OFFICE

5555 AIRPORT BLVD., SUITE 400, AUSTIN, TEXAS 78751

P. O. BOX 1748, AUSTIN, TEXAS 78767

(512) 854-4621, FAX (512) 854-6471

TRAVIS COUNTY CODE TABLE 71-A



CONSTRUCTION PERMIT SERVICE FEES

Service fees must be paid before the service is scheduled.

The Travis County Fire Marshal's Office can accept a business check, money order or cashier's check.

Please make checks payable to the Travis County Fire Marshal's Office.

Travel time is included in determining the service fees with a two hour minimum charge.

SERVICE	SCOPE	SERVICE FEE
After Hours Inspection	This fee covers inspections conducted at the request of a contractor, or owner's representative, at times other than normal working hours. Normal working hours range from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County holidays.	An after hours inspection is billed at \$78.00 per hour with a two hour minimum. Travel time will be incorporated when calculating this fee.
Duplicate Permit	This fee covers the issuance of duplicate permits	\$10.00
Pre-Development Review	A pre-development review includes meetings, site visits, and other functions conducted prior to formal submission of construction plans.	The first two pre-development functions will be conducted at no charge to the project. Additional meetings will be billed at \$52.00 per hour. Travel time will be incorporated when calculating this fee.
Reinspection	This fee covers reinspection of any building, or retest of any system, due to failure of the previous inspection or test. A reinspection will also be required when approved plans are not on-site at the time of the scheduled inspection.	Reinspections will be billed at \$52.00 per hour with a two hour minimum. Travel time will be incorporated when calculating this fee.
Rescheduling	This fee is required when an appointment for an inspection is cancelled less than 4 hours prior to the appointment time.	\$52.00
Standby Personnel	This fee covers the cost of providing standby personnel to perform fire watch and public safety functions.	Standby personnel scheduled during normal working hours will be billed at \$52.00 per hour with a two hour minimum. Standby personnel scheduled outside normal working hours will be billed at \$78.00 per hour with a two hour minimum. Travel time will be incorporated when calculating these fees.