



**AGENDA ITEM REQUEST FORM
CITY OF JOHNSON CITY, TEXAS
CITY COUNCIL**

ITEM NO. 17

MEETING DATE: **November 10, 2020**

AGENDA PLACEMENT:

- Ceremonial
- Consent
- Individual
- Closed Session

CAPTION:

Discussion of and action on a preliminary plat, pursuant to Municipal Code of Ordinances Chapter 10 Subdivision Regulations, establishing the Legacy Oaks Ranch Subdivision, being 91.58 acres out of the Joseph Duel Survey No. 172, Abstract No. 147, and the Elijah Marshall Survey No. 175, Abstract No. 393, within the City of Johnson City, Blanco County, Texas, more particularly described as 217 281 Loop, Johnson City, Texas 78636 and Blanco County Appraisal District (BCAD) Prop. ID No. 8609. (Staff)

EXECUTIVE SUMMARY:

The subject 91.58-acre tract of land is proposed to be subdivided into 196 single family residential lots. Future development on unplatted parcels may include multi-family uses. The Planning and Zoning Commission recommended approval of the preliminary plat on October 27, 2020.

Code Requirement		Compliant
Mixed Residential District Zoning:		Yes.
Maximum dwelling units	None	The developer intends to revise the plat, prior to final plat approval, to comply with the 50' minimum lot width and 8,000 sq. ft. minimum lot size throughout the development. City Council, acting as the Board of Adjustment, authorized a variance to the Zoning Code allowing the developer to decrease the
Minimum lot width (street frontage)	50 feet	
Minimum lot size (area)	8,000 square feet	
Minimum front yard	5 feet	
Minimum side yard	10 feet	
Minimum side yard, adjacent to street	10 feet	
Minimum rear yard	15 feet	

Minimum dwelling unit size	500 square feet for single-bedroom; 750 for two-bedroom unit	minimum side yard setback from 10' to 5'.
Maximum lot coverage (all structures)	80%	
Maximum structure height (stories)	2 stories	
Maximum structure height (feet)	35 feet	
Utilities:		<p>Yes.</p> <p>The developer will construct a wastewater lift station and tie into the existing water and sewer system.</p> <p>Water and sewer capacities are sufficient to serve the proposed subdivision; however, the City will utilize Bureau Veritas to confirm.</p> <p>The developer will pay water and sewer impact fees to the City in the amount of \$1,440,412.00.</p>
Streets, Right of Way, and Common Area:		<p>Yes.</p> <p>The proposed streets will be 32' wide asphalt with concrete ribbon curbing. The streets will be dedicated to the City.</p> <p>Common areas, such as subdivision entrances and recreation facilities, will be maintained by the Homeowner's Association through covenant.</p>
Fire Code:		<p>Yes.</p> <p>Following final plat submittal for review, City Staff will request fire review and comments from Bureau Veritas.</p>
Traffic Impact Analysis (TIA):		Yes.

	<p>The proposed subdivision will have ingress / egress from R.M. Highway No. 2766 and Blanco County Rd. No. 213. Both roadways are owned by the Texas Department of Transportation (TxDOT).</p> <p>TxDOT will determine if a TIA is required and what, if any, traffic control devices will be required for the proposed development.</p>
<p>Stormwater Management:</p> <p>i. Drainage</p> <p>(1) Generally, it is desired that surface drainage from private property be taken to roads and streets, or drainage courses as quickly as possible, but the practice of using roads and streets as major drainage courses is prohibited.</p> <p>(2) Design of channels shall consider velocities and shall be shaped, graded, lined, or protected to minimize or prevent scour and erosion from excessive velocities. This requirement shall extend to roadside drainage ditches often called “bar” ditches. Seeding of native grasses or other plants as approved by the City Council shall be required to deter erosion.</p> <p>(3) All drainage structures shall be of permanent type, with concrete or metal. Drainage calculations shall be made using Talbot's Formula or other methods satisfactory to the City. Drainage structures shall be designed using a ten (10) year flood frequency. The size of the culverts shall be subject to the approval of the City Council, but under no circumstances shall they be less than twenty-four (24") inches in diameter.</p> <p>(4) All roadways crossing streams or roadways subject to flooding must be rip-rapped on both sides as specified by the City. Concrete used as rip-rap must test 2500 psi.</p>	<p>Yes.</p> <p>The proposed development dedicates drainage areas for stormwater management, and the developer will comply with Code regarding the required drainage structures and flood frequencies.</p> <p>Following final plat submittal for review, City Staff will request stormwater management review and comments from Bureau Veritas.</p>
<p>Floodplain Management:</p>	<p>Yes.</p>

	<p>The proposed subdivision abuts the existing 100-year FEMA floodplain.</p> <p>A floodplain development permit will be required prior to construction commencement.</p>
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FINANCIAL: Not applicable.

ATTACHMENTS:

- Attachment A - Planning and Zoning Commission Draft Minutes
- Attachment B - Plat Application
- Attachment C - Required Notices and Addresses
- Attachment D - Maps
- Attachment E - Property Information
- Attachment F - Proposed Preliminary Plat

SUGGESTED ACTION:

The following minor corrections will be made prior to submittal, review, and approval of the final plat(s) by the City Council:

Plat notations and requirements:

- Compliance with the 50' minimum lot width and 8,000 sq. ft. minimum lot size throughout the development;
- Public dedication of streets, utilities, et cetera;
- HOA dedication of common areas; and
- Utility letters of certification.

Motion to approve a preliminary plat, pursuant to Municipal Code of Ordinances Chapter 10 Subdivision Regulations, establishing the Legacy Oaks Ranch Subdivision, being 91.58 acres out of the Joseph Duel Survey No. 172, Abstract No. 147, and the Elijah Marshall Survey No. 175, Abstract No. 393, within the City of Johnson City, Blanco County, Texas, more particularly described as 217 281 Loop, Johnson City, Texas 78636 and Blanco County Appraisal District (BCAD) Prop. ID No. 8609.

PREPARED BY: City Staff

DATE SUBMITTED: November 5, 2020



**MINUTES
CITY OF JOHNSON CITY, TEXAS
PLANNING AND ZONING COMMISSION**

1. Call to order.

The meeting was called to order at 5:33 pm by Chairperson Suree Birck.

Commission members present included John Wilson, Kevin Tully, Kenneth Bible, and Victor Hammond.

City Staff present included CAO Rick Schroder and Dep. City Secretary Whitney Walston.

OPEN SESSION:

2. Citizens comments.

There were no citizen comments.

ITEMS FOR INDIVIDUAL CONSIDERATION:

3. Discussion of and action on the minutes of the Regular Meeting of the Planning and Zoning Commission dated July 29, 2020.

Commission member John Wilson made a motion to accept the meeting minutes from the July 29, 2020 Planning and Zoning Commission meeting. Council member Hammond seconded the motion. All were in favor and the motion passed.

4. Discussion of and action on a recommendation to the City Council on a preliminary plat, pursuant to Municipal Code of Ordinances Chapter 10 *Subdivision Regulations*, establishing the Legacy Oaks Ranch Subdivision, being 91.58 acres out of the Joseph Duel Survey No. 172, Abstract No. 147, and the Elijah Marshall Survey No. 175, Abstract No. 393, within the City of Johnson City, Blanco County, Texas, more particularly described as 217 281 Loop, Johnson City, Texas 78636 and Blanco County Appraisal District (BCAD) Prop. ID No. 8609.

After discussion, Commission member Wilson made a motion to recommend the approval of the preliminary plat to the City Council. Commission member Hammond seconded the motion. All were in favor and the motion passed.

Adjourn.

The meeting was adjourned at 6:15 pm.



City of Johnson City
P.O. Box 369
Johnson City, TX 78636
Phone (830) 868-7111 Fax (830) 868-7718
www.johnsoncitytx.org

Plat Application

Application Date: _____

Please print the following information:

Applicant Information:

Name: Craig Van Engelen Telephone: 512-800-1138

Address: 900 Esperanza E-Mail: Craig@realtyaustin.com

Property Owner Information:

Name (if different from Applicant): Eddie Menem Telephone: 512-214-1788

Site Address: 300 Thomassen Road E-Mail: Eddiem5505@gmail.com

**If property owner is not the applicant, a letter of authorization from the owner is required with the application submittal.*

Legal Description of Property:

Lots: N/A Block: N/A Subdivision: Legacy Oaks Ranch

Current Zoning: Mixed Residential

Survey Information:

Name of surveyor/engineer: Martin Stary

Address: 705 N. Hwy 281, Suite 103 Marble Falls, TX 78654

Phone: 830-693-5635 Cell Phone: N/A

Purposes and Reasons: *(may attach additional sheets if needed)*

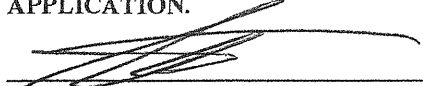
Future residential subdivision

Are there any deed restrictions that would prevent this property from being used in the manner herein proposed?

No


EXISTING IMPROVEMENTS ON PROPERTY: If there are any structures on the property, attach a plot plan, drawn to scale showing the location and size of all existing structures and their distance from the lot lines, plus proposed development plans, if any.

I HEREBY CERTIFY THAT I AM AN AUTHORIZED PARTY PERTAINING TO THE FILING OF THIS PLAT APPLICATION.


Applicant's Signature

10-26-2020
Date

NOTE: IF THE APPLICANT IS NOT THE LEGAL OWNER OF THE PROPERTY, A SIGNED STATEMENT BY THE OWNER INDICATING THAT THE APPLICANT IS AN AUTHORIZED AGENT OF THE OWNER IS REQUIRED BELOW.


Owner's Signature

10/23/20
Date

(OFFICE USE ONLY)

\$100 Fee Paid: check # _____ CC Cash

Email to: wvalston@johnsoncitytx.org

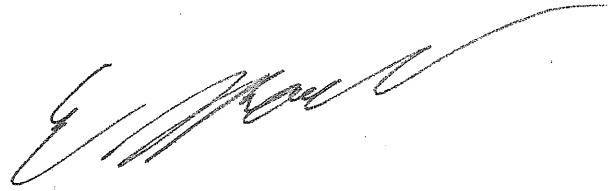


Submittal Checklist

- Completed Plat Application
- Current tax certificate issued by Blanco County Appraisal District.
- Fee (\$100) – Check made out to the City of Johnson City

I EPPIC MENEM, UNIFORMED
CRAIG VAN ENGELON TO BE THE
APPLICANT FOR ~~HERITAGE~~^{LEGACY} OAKS
RANCH SUB. IN JOHNSON CITY

EPPIC MENEM



KRISTEN L VAN ENGELEN
H CRAIG VAN ENGELEN
900 ESPERANZA TRAIL
JOHNSON CITY, 78636

8557

10-26-2020

Date

30-2426/1140
700

CHECK ARMOR
Photo Safe Deposit Details on back

Pay to the Order of Johnson City

One Hundred $\frac{00}{100}$

\$ 100 $\frac{00}{100}$

Dollars

Photo Safe Deposit Details on back



401 E. Hwy 290 W
Dripping Springs, TX 78620
(512) 858-5159 www.lscb.com

For Legacy Oaks Ranch

⑆ 114024260⑆ 8557 ⑆ 3135144⑆



NOTICE OF PUBLIC HEARINGS

The Planning and Zoning Commission of Johnson City will hold a public hearing via Zoom Technology and at City Hall, located at 303 E. Pecan, Johnson City, Texas 78636 on Tuesday, October 27th, 2020 at 5:30 p.m. to consider a subdivision preliminary plat request from the following parties:

Applicant Name: Craig Van Engelen, Legacy Oaks Ranch
Property Owner: Eddie Menem

Property ID # 8609
Geographic ID # 26870000001408001
Legal Description: ABS A0147 SURVEY 172 J. DUEL, ACRES 91.55
Physical Address: 217 281 LOOP

According to City tax records, you are the owner of real property within 200 feet of the proposed change. If you are unable to attend and wish to file a protest regarding the above-mentioned requests, you are welcome to submit your comments in writing to:

OFFICE OF THE CITY SECRETARY
PO BOX 369
JOHNSON CITY, TX 78636
Or
Via Email at citysecretary@johnsoncitytx.org

All protests must be submitted in writing to the **Office of the City Secretary no later than Tuesday, October 27, 2020.**

Another meeting will be scheduled to discuss and possibly approve the final plat of the same subdivision. Information will be sent when available.

For additional information, contact Whitney Walston at (830) 868-7111 or citysecretary@johnsoncitytx.org.



NOTICE OF PUBLIC HEARINGS

The City Council of Johnson City will hold a public hearing via Zoom Technology and at City Hall, located at 303 E. Pecan. Johnson City, Texas 78636 on Tuesday, November 10th, 2020 at 6:00 p.m. to consider a subdivision preliminary plat request from the following parties:

Applicant Name: Craig Van Engelen, Legacy Oaks Ranch
Property Owner: Eddie Menem

Property ID # 8609
Geographic ID # 26870000001408001
Legal Description: ABS A0147 SURVEY 172 J. DUEL, ACRES 91.55
Physical Address: 217 281 LOOP

According to City tax records, you are the owner of real property within 200 feet of the proposed change. If you are unable to attend and wish to file a protest regarding the above-mentioned requests, you are welcome to submit your comments in writing to:

**OFFICE OF THE CITY SECRETARY
PO BOX 369**

JOHNSON CITY, TX 78636

Or

Via Email at citysecretary@johnsoncitytx.org

All protests must be submitted in writing to the **Office of the City Secretary no later than Monday, November 9, 2020.**

Another meeting will be scheduled to discuss and possibly approve the final plat of the same subdivision. Information will be sent when available.

For additional information, contact Whitney Walston at (830) 868-7111 or citysecretary@johnsoncitytx.org.

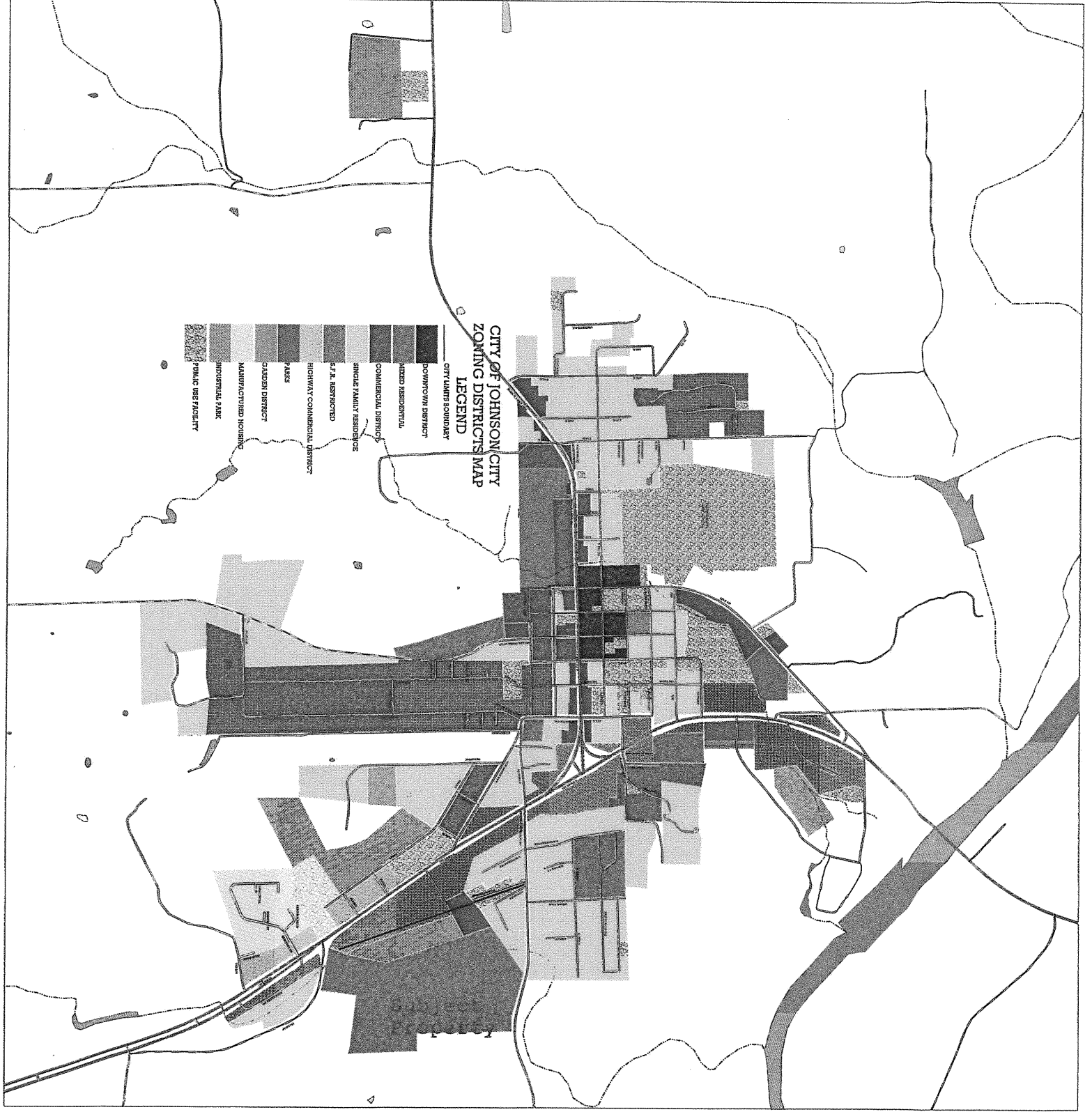
Property ID	Name	Address	City	State	Zip
18039	Adrew & Cristol Corpus	PO Box 541	Johnson Cif TX	TX	78636
11621	Milky Thompson	PO Box 174	Johnson Cif TX	TX	78636
11622	Miky Thompson	Po Box 174	Johnson Cif TX	TX	78636
2916	Maxine Flores	PO Box 951	Blanco	TX	78606
8149	Priscilla Hernandez	PO Box 418	Johnson Cif TX	TX	78636
4635	Minnie Gonzales	PO Box 462	Johnson Cif TX	TX	78636
2352	Susies Cardena C/O Debbie Rojas	117 Gonzales Ave.	Johnson Cif TX	TX	78636
5885	N. Blanco Co. EMS	PO Box 557	Johnson Cif TX	TX	78636
14941	Calen McNett	103 Bill Watson Dr.	Johnson Cif TX	TX	78636
85786	Casey White	PO Box 1007	Johnson Cif TX	TX	78636
18376	Pay & Save	1804 Hall Ave	Little Field TX	TX	79339
8609	Michael Menem	300 Thomassen Ranch Road	Dripping Sp TX	TX	78620
16662	ANRV Roadrunner LLC	PO Box 437	Bulverde TX	TX	78163
7617	ANRV Roadrunner LLC	PO Box 437	Bulverde TX	TX	78163
9480	Security Storage C/O Chris Lindig	PO Box 183	Johnson Cif TX	TX	78636
7569	Security Storage C/O Chris Lindig	PO Box 183	Johnson Cif TX	TX	78636
7100	Chris Liesmann	463 Old Marble Falls Road	Round Moul TX	TX	78663
5171	Cheryl Harris	PO Box 422	Johnson Cif TX	TX	78636
21101	Brent Harris	Po Box 1014	Johnson Cif TX	TX	78636
5175	Cheryl Harris	PO Box 422	Johnson Cif TX	TX	78636
25010	Mary Matocha	PO Box 755	LaGrange TX	TX	78945

Google Maps 217 281 Loop



Imagery ©2020 CAPCOG, Maxar Technologies, USDA Farm Service Agency, Map data ©2020 100 ft

D



CITY OF JOHNSON CITY
ZONING DISTRICTS MAP
LEGEND

- DOWNTOWN DISTRICT
- MIXED RESIDENTIAL
- COMMERCIAL DISTRICTS
- SINGLE FAMILY RESIDENCE
- S.F. RESTRICTED
- HIGHWAY COMMERCIAL DISTRICT
- PARKS
- CAMDEN DISTRICT
- MANUFACTURED HOUSING
- INDUSTRIAL PARK
- PUBLIC USE FACILITY

NATIONAL FLOOD INSURANCE PROGRAM

FIRM

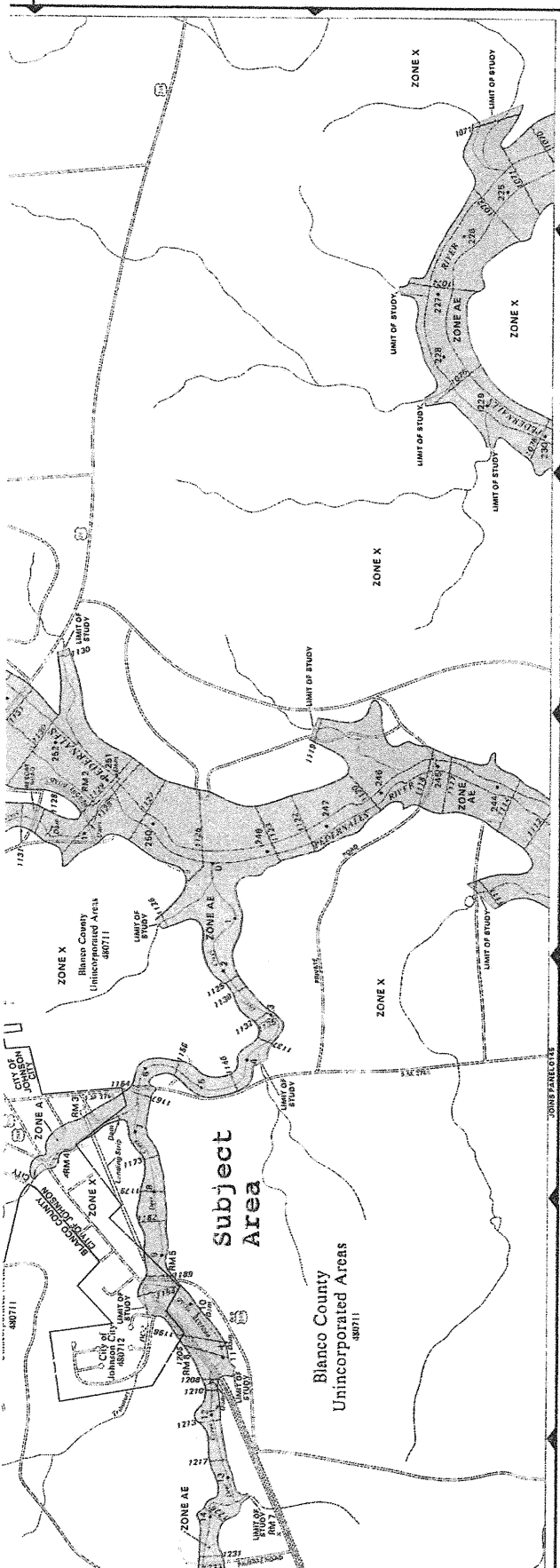
FLOOD INSURANCE RATE MAP
**BLANCO COUNTY,
 TEXAS AND
 INCORPORATED AREAS**

PANEL 138 OF 260
SEE MAP INDEX FOR PARCELS NOT PRINTED!

DATE OF STUDY: 02/06/91
 MAP NUMBER: 48010135 C
 EFFECTIVE DATE: FEBRUARY 6, 1991

PREPARED BY: FIRM
 ENGINEER: [unclear]
 SURVEYOR: [unclear]

Federal Emergency Management Agency



Guardian Title Co., Inc.
GF# 0018504
Recording Fees: \$ 37

183057

E

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

WARRANTY DEED

Filed this 19th day of Oct 2018
3:50 PM

Laura Walla
County Clerk, Blanco County, Texas
By J. WITKOW Deputy

DATE: October 19, 2017
GRANTOR: MALCOLM RICHEY, A SINGLE PERSON
GRANTEE: MICHAEL E. MENEM
GRANTEE'S ADDRESS: 300 Thomassen Ranch Rd., Dripping Springs
Hays County, Texas 78620

CONSIDERATION:

TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either express or implied.

PROPERTY (including any improvements):

BEING A 91.55 ACRE TRACT OF LAND BEING THE REMAINING PORTION OF THAT 88.8 ACRE TRACT OF LAND DESCRIBED IN VOLUME 79, PAGE 504 OF THE DEED RECORDS OF BLANCO COUNTY, TEXAS, AND BEING THE REMAINING PORTION OF THAT 9.88 ACRE TRACT OF LAND DESCRIBED IN VOLUME 79, PAGE 501 OF THE DEED RECORDS OF SAID COUNTY, SITUATED IN THE ELIJAH MARSHALL SURVEY NO. 175, ABSTRACT NO. 393 AND THE JOSEPH DUEL SURVEY NO. 172, ABSTRACT NO. 147 IN SAID COUNTY, SAID 91.55 ACRES BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

- a. Any and all validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; any and all restrictions, covenants, conditions and easements, if any, relating to the herein above described Property, but only to the extent they are still in effect, whether or not shown of record in the herein above mentioned County and State, and to all mineral leases, outstanding mineral interest, zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the herein above described Property; taxes for the current year, the payment of which Grantee assumes; and subsequent assessments for the current and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.
- b. Reservation in Deed dated September 10, 1931, recorded in Volume 47, Page 366, Deed Records of Blanco County, Texas, wherein Grantor, Wm. E. Read, or his heirs and assigns reserve the right to go on the land any time and drill for oil and gas without hindrance or damage for the same, provide the drillers keep the fences or buildings in as good repair as they find them.
- c. Right of Way Easement dated December 31, 1966, recorded in Volume 74, Page 591, Deed Records of Blanco County, Texas, executed by Melvin Winters, Jr. and wife, Jamie Winters to City of Johnson City, Blanco County, Texas, for sanitary sewer system line.
- d. Utility Easement dated June 9, 2008, recorded in Volume 403, Page 722, Official Public Records of Blanco County, Texas, executed by Barbara E. Hurt to Pedernales Electric Cooperative, Inc.

HAMBRIGHT LAND SURVEYING

P.O. BOX 1226
JOHNSON CITY, TEXAS 78636

PHONE: (830) 868-2574
FAX: (830) 868-2576

THENCE continuing along the west line of said 91.55 acres, being the east line of said 3.495 acres, N18°38'14"W, at 545.27 feet pass a 3 inch metal post for the northeast corner of said 3.495 acres, being the southeast corner of that certain 1.933 acre tract of land described in Volume 166, Page 351 of the Official Public Records of said County, a total distance of 923.36 feet to a 3 inch metal post for the northwest corner of said 91.55 acres, being the northeast corner of said 1.933 acres and being in the south line of the Winters Furr Subdivision, a subdivision of record shown by plat recorded in Volume 1, Page 10 of the Plat Records of said County;

THENCE along the north line of said 91.55 acres, being the south line of said Subdivision, the following five (5) courses;

1. N56°11'04"E, 58.11 feet to a 3 inch metal post,
2. N56°30'04"E, 178.46 feet to a 3 inch metal post,
3. S87°29'03"E, 5.24 feet to a 3 inch metal post,
4. N55°15'55"E, 199.28 feet to a 3 inch metal post for the southeast corner of said subdivision, being the southwest corner of that certain 3.668 acre tract of land described in Volume 298, Page 653 of the Official Public Records of said County;
5. N55°15'55"E, along the south line of said 3.668 acres, 726.00 feet to a 8 inch cedar post for the most north corner of said 91.55 acres, being the east corner of said 3.668 acres and being in the south line of R.M. Highway No. 2766;

THENCE along the north line of said 91.55 acres, being the south line of said highway, the following two (2) courses;

1. S75°00'17"E, 532.38 feet to a concrete monument,
2. a distance of 326.86 feet along the arc of a curve to the left having a radius of 1482.70 feet, a delta angle of 12°37'51" and a chord which bears S81°21'25"E, 326.20 feet to a 8 inch cedar post for the northeast corner of said 91.55 acres, being the northwest corner of that certain 272.00 acre tract of land described in Volume 447, Page 767 of the Official Public Records of said County;

HAMBRIGHT LAND SURVEYING

P.O. BOX 1226
JOHNSON CITY, TEXAS 78636

PHONE: (830) 868-2574
FAX: (830) 868-2576

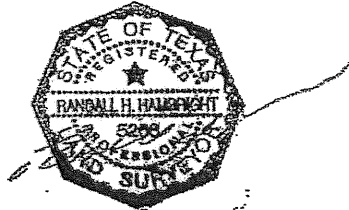
THENCE along the east line of said 91.55 acres, being the west line of said 272.00 acres, the following three (3) courses;

1. S00°35'02"E, 1361.64 feet to a 8 inch cedar post,
2. S89°57'18"E, 254.45 feet to a 8 inch cedar post,
3. S01°38'10"E, 997.02 feet to a 3 inch cedar post for a southeast corner of said 91.55 acres, being the northeast corner of that certain 3.31 acre tract of land described in Volume 325, Page 917 of the Official Public Records of said County;

THENCE along an upper south line of said 91.55 acres, being the north line of said 3.31 acres, N81°11'13"W, at 118.00 feet pass the northwest corner of said 3.31 acres, being the northeast corner of that certain 3.29 acre tract of land described in Volume 96, Page 656 of the Deed Records of said County, a total distance of 849.79 feet to a 3 inch cedar post for an interior corner of said 91.55 acres, being the northwest corner of said 3.29 acres;

THENCE along an interior south line of said 91.55 acres, being the west line of said 3.29 acres, S08°59'56"W, 502.29 feet to a 8 inch cedar post for the most southeast corner of said 91.55 acres, being the southwest corner of said 3.29 acres and being in the north line of said Old Austin Highway;

THENCE along the south line of said 91.55 acres, being the north line of said Old Austin Highway, N79°27'47"W, 615.96 feet to the POINT OF BEGINNING containing 91.55 acres of land, more or less.



10-22-18

STATE OF TEXAS
COUNTY OF BLANCO

I hereby certify that this instrument was FILED in File Number Sequence on the date and the time stamped hereon by me and was duly RECORDED in Official Public records of Blanco County, Texas on

OCT 19 2018



Anna Walla
COUNTY CLERK
BLANCO COUNTY, TEXAS

Blanco CAD

Property Search > 8609 MENEM MICHAEL E for Year 2020 Tax Year: 2020

Property

Account

Property ID: 8609 Legal Description: ABS A0147 SURVEY 172 J. DUEL, ACRES 91.55
 Geographic ID: 26870000001408001 Zoning:
 Type: Real Agent Code: 113446
 Property Use Code:
 Property Use Description:

Location

Address: 217 281 LOOP TX Mapsco:
 Neighborhood: CJC RESIDENTIAL Map ID: D7
 Neighborhood CD: CJC-RES

Owner

Name: MENEM MICHAEL E Owner ID: 126940
 Mailing Address: 300 THOMASSEN RANCH RD % Ownership: 100.0000000000%
 DRIPPING SPRINGS, TX 78620
 Exemptions:

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$220,690	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$27,300	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$1,100,120	\$8,220
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$1,348,110	
(-) Ag or Timber Use Value Reduction:	-	\$1,091,900	
<hr/>			
(=) Appraised Value:	=	\$256,210	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Assessed Value:	=	\$256,210	

Taxing Jurisdiction

Owner: MENEM MICHAEL E
 % Ownership: 100.0000000000%
 Total Value: \$1,348,110

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	Appraisal District	0.000000	\$256,210	\$256,210	\$0.00
CJC	CITY OF JC	0.399000	\$256,210	\$256,210	\$1,022.28
GBL	BLANCO COUNTY	0.390000	\$256,210	\$256,210	\$999.22

GWD	BL-PED GROUNDWATER CONS DIST	0.022400	\$256,210	\$256,210	\$57.39
NJC	ESD #1	0.098600	\$256,210	\$256,210	\$252.62
SJC	JOHNSON CITY ISD	1.143800	\$256,210	\$256,210	\$2,930.53
Total Tax Rate:		2.053800			
				Taxes w/Current Exemptions:	\$5,262.04
				Taxes w/o Exemptions:	\$5,262.04

Improvement / Building

Improvement #1: RESIDENTIAL State Code: E1 Living Area: 2044.0 sqft Value: \$196,670

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	M6	6		2044.0
AGF2	ATTACHED GARAGE (2 CAR)	M6			506.0
OP	OPEN PORCH	M6			16.0
STG	STORAGE	M6			90.0

Improvement #2: MISC IMPROVEMENT State Code: E1 Living Area: sqft Value: \$1,000

Improvement #3: MISC IMPROVEMENT State Code: E3 Living Area: sqft Value: \$23,020

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
PB	POLE BARN	4L		2016	1080.0
PB	POLE BARN	4L		2016	1240.0
PB	POLE BARN	4L		2016	1920.0
PB	POLE BARN	4L		2016	1240.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	RN2	NATIVE PASTURE	2.0000	87120.00	0.00	0.00	\$27,300	\$0
2	RN2	NATIVE PASTURE	51.4800	2242468.80	0.00	0.00	\$632,430	\$4,550
3	RN2	NATIVE PASTURE	25.1150	1094009.40	0.00	0.00	\$308,540	\$2,220
4	RN2	NATIVE PASTURE	12.9550	564537.60	0.00	0.00	\$159,150	\$1,450

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2021	N/A	N/A	N/A	N/A	N/A	N/A
2020	\$220,690	\$1,127,420	8,220	256,210	\$0	\$256,210
2019	\$238,360	\$1,055,370	8,060	271,970	\$0	\$271,970
2018	\$206,770	\$588,360	7,840	239,050	\$434	\$238,616
2017	\$191,290	\$508,960	6,730	219,230	\$0	\$219,230
2016	\$128,050	\$508,960	6,730	155,990	\$0	\$155,990
2015	\$128,050	\$508,960	6,730	155,990	\$0	\$155,990
2014	\$125,950	\$554,360	6,730	153,890	\$0	\$153,890
2013	\$120,370	\$727,850	6,730	144,880	\$0	\$144,880
2012	\$120,370	\$727,850	6,730	144,880	\$0	\$144,880
2011	\$120,370	\$753,110	7,110	145,720	\$0	\$145,720
2010	\$120,370	\$791,830	7,110	147,070	\$0	\$147,070
2009	\$120,370	\$806,220	7,110	147,070	\$0	\$147,070
2008	\$120,370	\$838,250	7,110	147,680	\$0	\$147,680
2007	\$118,820	\$837,840	6,810	145,430	\$4,660	\$140,770

SECTION 8. PRELIMINARY PLATS

(A) SUBMISSION. A preliminary plat of the proposed subdivision at a scale not smaller than two hundred (200) feet to the inch shall first be submitted to the commission for approval before the preparation of the final plat. Twelve (12) copies of the plat shall be tendered with a letter of transmittal to the City at least thirty (30) days prior to the meeting at which a plat is to be submitted to the Council. Such plat shall contain the following information:

1. The subdivision name (which must not duplicate in any manner an existing subdivision name); the names and address of any person, partnership, corporations, or other entities, including any and all lienholders having an interest in said subdivision.
2. Date, approximate north point and scale.
3. The location of existing and platted property lines, streets, watercourses, and any public utility easements on the land subdivided, and also their approximate location on the immediate adjoining land. Utility easements shall be illustrated so as to show the height above the ground surface of the easement as well as the width and length on the surface of such easement.
4. The names, locations, widths and other dimensions of proposed streets, alleys, easements, parks, reservations, blocks, lot lines and building lines. The names of streets shall conform whenever possible to existing street names, and lots and blocks shall be numbered in a systematic arrangement.
5. Topographical information approximately equivalent to two (2) foot contour lines, and based on U.S. Geological Survey datum, shall be specified on the plan.
6. The location, size and flow line of all existing drainage structures on the land being subdivided and on adjoining tracts.
7. Location of the City limits line, the outer border of the City's extraterritorial jurisdiction, and boundaries, if they traverse the subdivision or form part of the boundary of the subdivision, or are contiguous to such boundaries.
8. Vicinity sketch or map at a scale of not more than five hundred (500) feet to an inch which shall show existing streets, subdivisions, parks and public facilities in the vicinity, and the nearest gas, electric and sanitary sewer connections by arrows and major outfall and drainage ditches and structures.
9. The following notice shall be placed on each preliminary plat: "Preliminary Plat for Inspection Purpose Only." The plat shall contain the seal of a Registered Professional Engineer, registered in the State of Texas.
10. Front and side setback lines on all lots and tracts.
11. The preliminary submittal shall contain a listing of all adjacent owners and other property owners within two hundred (200) feet of the property to be subdivided, the addresses as recorded by the County Clerk
12. The City Secretary will mail a notice by First class United States mail to each property owner named as required by No. 11 hereof, which notice shall state in effect that a subdivision proposal is pending before the City Council and shall include the date, place, and time of the City Council meeting at which the subdivision or resubdivision proposal will be considered.

(B) APPROVAL

1. The City Council shall render a decision on the Preliminary Plat within thirty days. Such decision may consist of approval, disapproval or conditional approval. Conditional approval shall be considered to be approval subject to conformity with conditions prescribed of such plat until such conditions are met. All objections made to the preliminary plat, or conditions imposed, shall be furnished to the subdivider in writing.
2. Approval of the preliminary plat shall be deemed an expression of approval only of the arrangement and approximate size of streets, lots, blocks, water lines, sewer lines, and drainage facilities.

STATE OF TEXAS:
COUNTY OF BURNET:

KNOW ALL MEN BY THESE PRESENTS: THAT I MICHAEL E. MENEM, BEING THE OWNER OF THAT CERTAIN 91.58 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 183057 OF THE OFFICIAL PUBLIC RECORDS OF BLANCO COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAME AS SHOWN HEREON AND DO HEREBY ADOPT THIS PLAT TO BE KNOWN AS "LEGACY OAKS" AS THE OFFICIAL PLAT OF SAME, AND DOES HEREBY DEDICATE ALL STREETS AND UTILITY EASEMENTS TO THE PUBLIC.

WITNESS MY HAND THIS THE _____ DAY OF _____, 2020.

MICHAEL E. MENEM

STATE OF TEXAS:
COUNTY OF BURNET:

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED MICHAEL E. MENEM, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2020.

NOTARY PUBLIC, BURNET COUNTY, TEXAS

STATE OF TEXAS:
COUNTY OF BLANCO:

I HEREBY CERTIFY THAT THE PLAT HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR THE CITY OF JOHNSON CITY, TEXAS WITH THE EXCEPTIONS OF SUCH VARIANCES IF ANY, AS NOTED ON THE PLAT AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY CLERK.

ATTEST THIS THE _____ DAY OF _____, 2020

CITY SECRETARY, JOHNSON CITY
BLANCO COUNTY, TEXAS

STATE OF TEXAS:
COUNTY OF BLANCO:

I, LAURA WALLA, COUNTY CLERK OF BLANCO COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD ON THIS _____ DAY OF _____, 2020, AT _____ O'CLOCK _____ M., IN CABINET _____ SLIDE _____ OF THE PLAT RECORDS OF BLANCO COUNTY, TEXAS.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2020.

LAURA WALLA, COUNTY CLERK, BLANCO COUNTY, TEXAS

STATE OF TEXAS:
COUNTY OF BURNET:

I, DANNY J. STARK A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT OF "LEGACY OAKS" WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAME AS I LOCATED ITS COMPONENT PARTS ON THE GROUND.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2020.

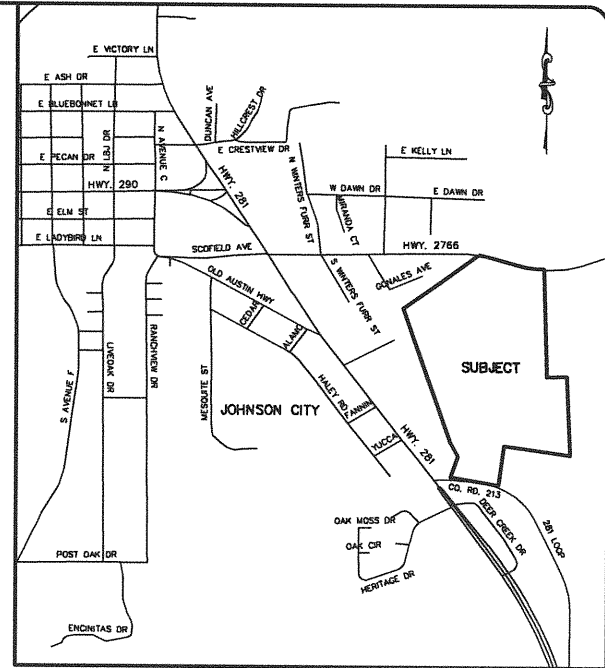
DANNY J. STARK, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5602

PRELIMINARY

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GENERAL NOTES:

1. BASIS OF BEARINGS FOR THIS SURVEY IS THE TEXAS LAMBERT GRID, CENTRAL ZONE, NAD83.
2. THE PROPERTY SHOWN HEREON IS SUBJECT TO ALL OF THE RESTRICTIONS OF THE CITY OF JOHNSON CITY AND ALL CURRENT BLANCO COUNTY SUBDIVISION REGULATIONS AND/OR LAND USE REGULATIONS.
3. A PORTION OF THE PROPERTY SHOWN HEREON DOES NOT LIE WITHIN 100 YEAR FLOOD PLAIN, ZONE AE AS SHOWN ON THE BURNET COUNTY FLOOD INSURANCE RATE MAP NOS. 48031C0135 C, DATED FEBRUARY 6, 1991.
4. BUILDING SETBACKS:
 - 4.1. FRONT - 20'
 - 4.2. SIDE - 5'
 - 4.3. REAR - 15'



VICINITY MAP

COUNTY SEAL AND FILING INFORMATION

A PRELIMINARY PLAT OF
LEGACY OAKS RANCH
91.58 ACRES OUT OF THE
JOSEPH DUEL SURVEY NO. 172
ABSTRACT NO. 147
AND THE
ELIJAH MARSHALL SURVEY NO. 175
ABSTRACT NO. 393
CITY OF JOHNSON CITY
BLANCO COUNTY, TEXAS

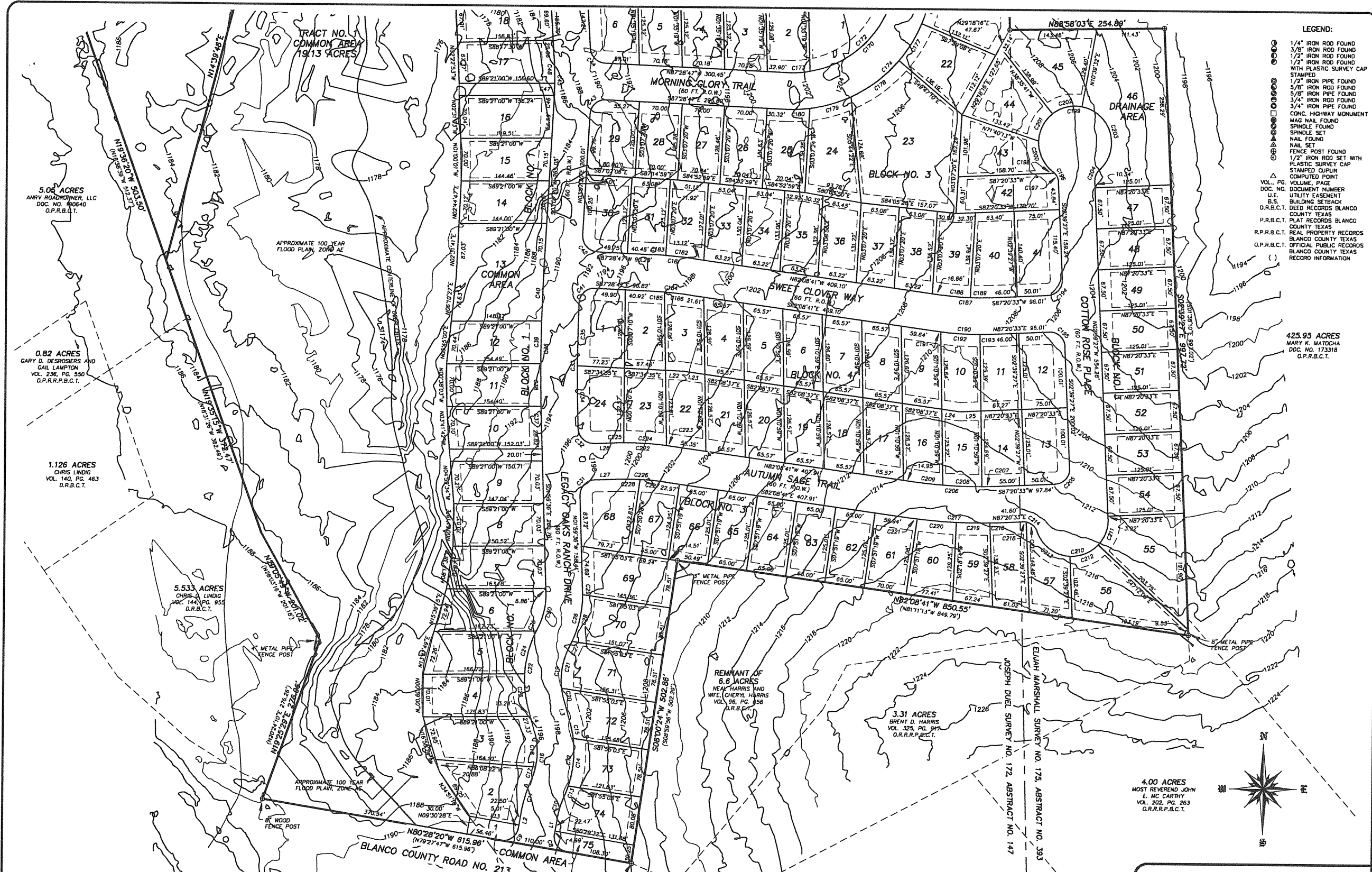
PROJECT NO. 20429
PREPARED FOR: EDDIE MENEM
TECH: B. BURTON
APPROVED: D. STARK
DATE:
COPYRIGHT: 2020
PROFESSIONAL FIRM NO: 10126900

1500 OLLIE LANE
MARBLE FALLS, TX. 78654
PH. 325-388-3300 / 830-693-8815
WWW.CUPLINASSOCIATES.COM



2		
1		
DATE	NO.	DESCRIPTION
REVISIONS		

1 OF 5
SHEET



- LEGEND:**
- 1/4" IRON ROD FOUND
 - 3/8" IRON ROD FOUND
 - 1/2" IRON ROD FOUND
 - 1/2" IRON PIPE FOUND
 - 5/8" IRON PIPE FOUND
 - 3/4" IRON PIPE FOUND
 - 3/4" IRON PIPE FOUND
 - CONC. HIGHWAY MONUMENT
 - MAG NAIL FOUND
 - SPINDLE FOUND
 - SPINDLE SET
 - NAIL FOUND
 - NAIL SET
 - FENCE POST FOUND
 - 1/2" IRON ROD SET WITH PLASTIC SURVEY CAP
 - STAMPED CUP/LIN
 - COMPUTED POINT
 - Δ VOL., PG. VOLUME, PAGE
 - DOC. NO. DOCUMENT NUMBER
 - U.E. UTILITY EASEMENT
 - B.S. BUILDING SETBACK
 - D.R.B.C.T. DEED RECORDS BLANCO COUNTY TEXAS
 - P.R.B.C.T. PLAT RECORDS BLANCO COUNTY TEXAS
 - R.P.R.B.C.T. REAL PROPERTY RECORDS BLANCO COUNTY TEXAS
 - G.P.R.B.C.T. OFFICIAL PUBLIC RECORDS BLANCO COUNTY TEXAS RECORD INFORMATION

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 ABSTRACT NO. 147
 AND THE
 ELIJAH MARSHALL SURVEY NO. 175
 ABSTRACT NO. 393
 CITY OF JOHNSON CITY
 BLANCO COUNTY, TEXAS**

PROJECT NO. 20429
 PREPARED FOR: CRAIG VAN ENGELEN
 TECH: B. BURTON
 APPROVED: D. STARK
 FIELD WORK DATE:
 COPYRIGHT: 2020

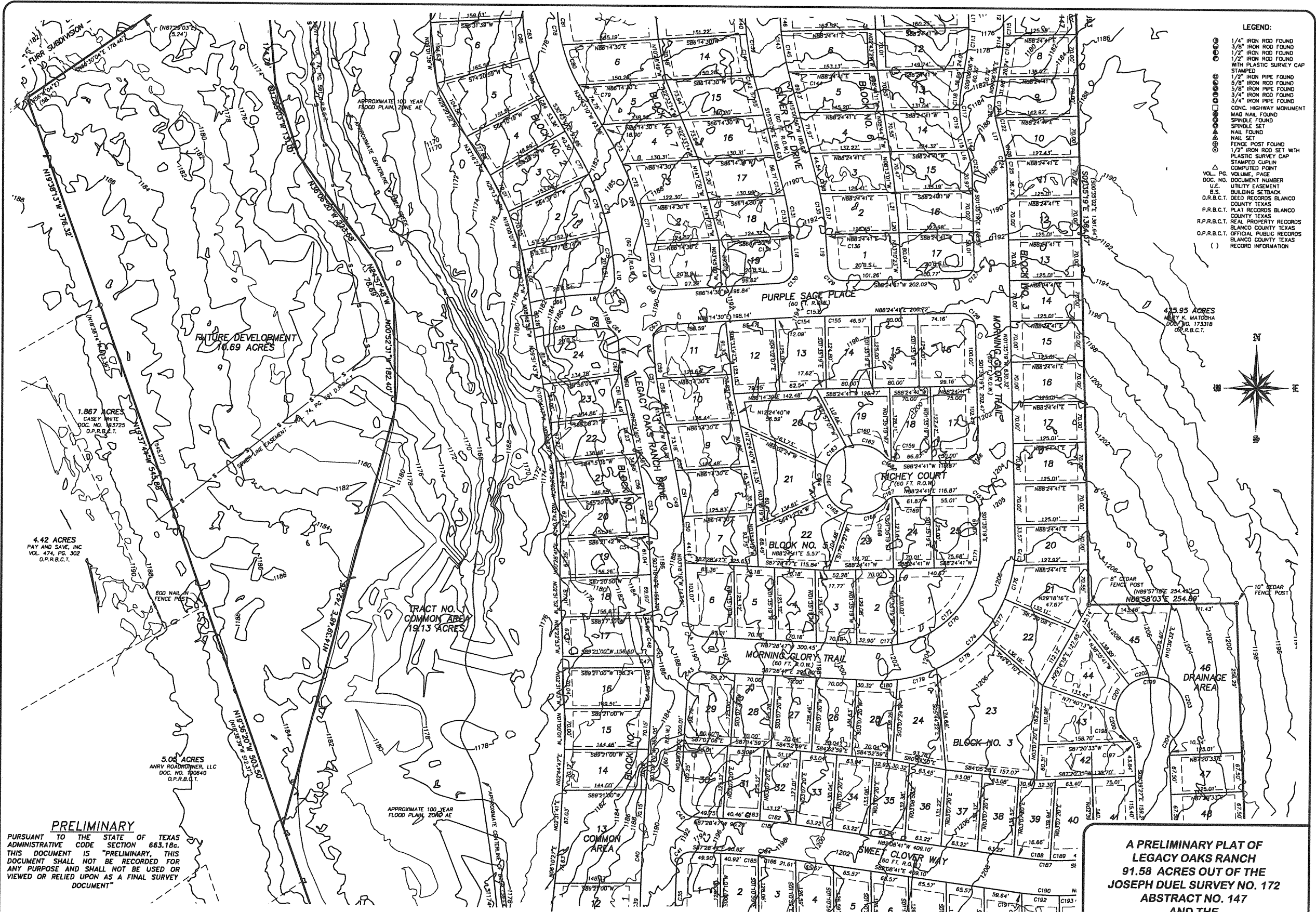
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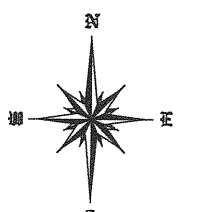
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DATE	NO.	DESCRIPTION
REVISIONS		

3 OF 4
 SHEET



- LEGEND:
- ○ ○ ○ ○ 1/4" IRON ROD FOUND
 - ○ ○ ○ ○ 3/8" IRON ROD FOUND
 - ○ ○ ○ ○ 1/2" IRON ROD FOUND
 - ○ ○ ○ ○ 1/2" IRON ROD FOUND WITH PLASTIC SURVEY CAP STAMPED
 - ○ ○ ○ ○ 1/2" IRON PIPE FOUND
 - ○ ○ ○ ○ 5/8" IRON PIPE FOUND
 - ○ ○ ○ ○ 5/8" IRON PIPE FOUND
 - ○ ○ ○ ○ 3/4" IRON PIPE FOUND
 - ○ ○ ○ ○ 3/4" IRON PIPE FOUND
 - ○ ○ ○ ○ CONC. HIGHWAY MONUMENT
 - △ MAG NAIL FOUND
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 - △ 1/2" IRON ROD SET WITH PLASTIC SURVEY CAP STAMPED
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A PRELIMINARY PLAT OF LEGACY OAKS RANCH 91.58 ACRES OUT OF THE JOSEPH DUEL SURVEY NO. 172 ABSTRACT NO. 147 AND THE ELIJAH MARSHALL SURVEY NO. 175 ABSTRACT NO. 393 CITY OF JOHNSON CITY BLANCO COUNTY, TEXAS

PROJECT NO. 20429
 PREPARED FOR: CRAIG VAN ENGELEN
 TECH: B. BURTON
 APPROVED: D. STARK
 FIELD WORK DATE:
 COPYRIGHT: 2020 PROFESSIONAL FIRM NO: 10126800

1500 OLLIE LANE
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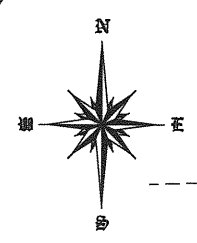


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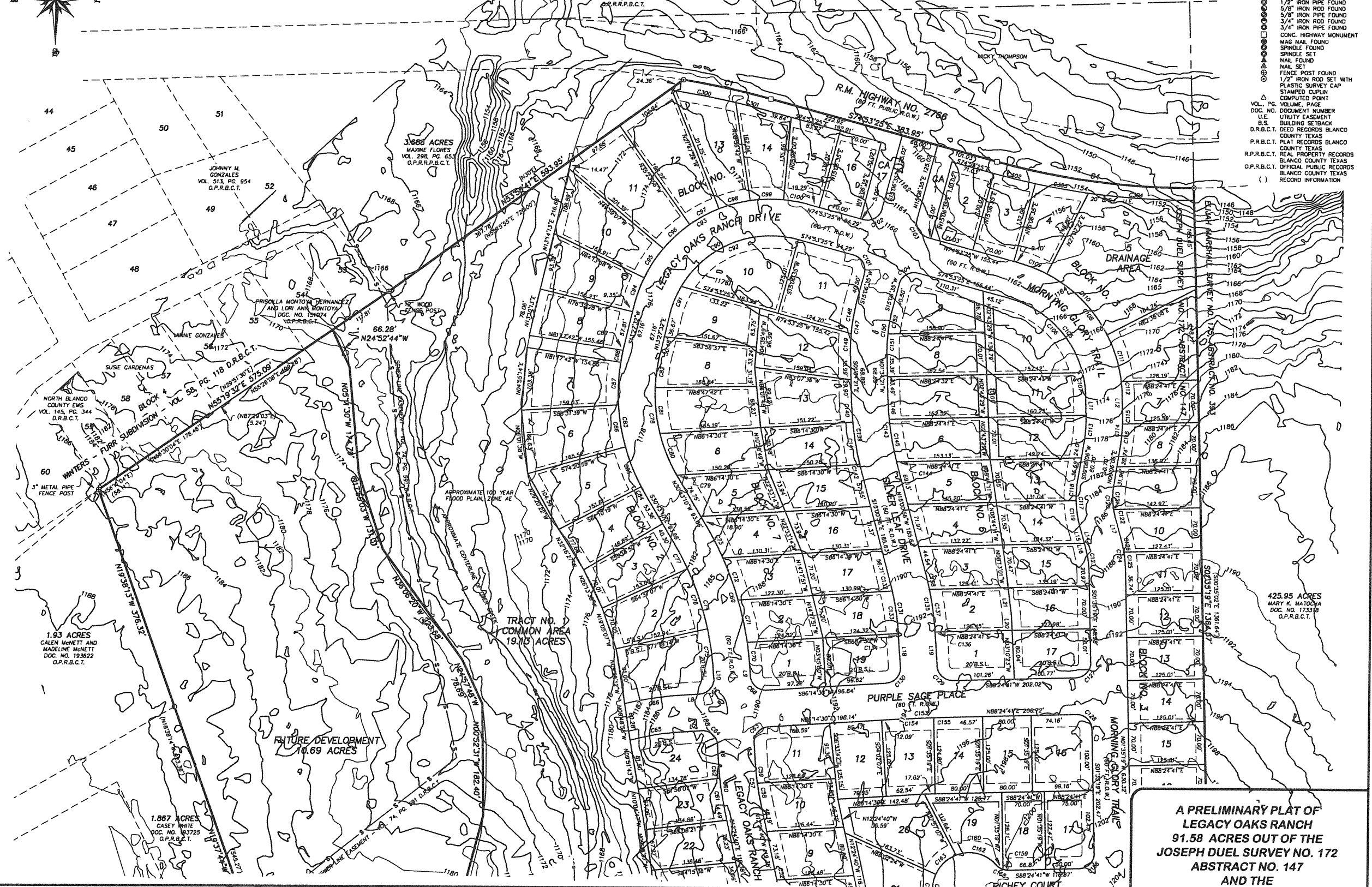
REVISIONS

4 OF 5
 SHEET



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 - 3/4" IRON ROD FOUND
 - 1" IRON PIPE FOUND
 - 1 1/2" IRON PIPE FOUND
 - 2" IRON PIPE FOUND
 - 3" IRON PIPE FOUND
 - 4" IRON PIPE FOUND
 - 6" IRON PIPE FOUND
 - 8" IRON PIPE FOUND
 - 10" IRON PIPE FOUND
 - CONC. HIGHWAY MONUMENT
 - MAG NAIL FOUND
 - SPINDLE FOUND
 - SPINDLE SET
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SCALE 1" = 100'

DATE	NO.	DESCRIPTION
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REVISIONS

5 OF 5 SHEETS

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 ABSTRACT NO. 393
 CITY OF JOHNSON CITY
 BLANCO COUNTY, TEXAS**



**AGENDA ITEM REQUEST FORM
CITY OF JOHNSON CITY, TEXAS
CITY COUNCIL**

ITEM NO. 18

MEETING DATE: November 10, 2020

AGENDA PLACEMENT:

- Ceremonial
- Consent
- Individual
- Closed Session

CAPTION:

Discussion of and action on the approval of an Engagement Letter between the City of Johnson City, Texas and Neffendorf & Knopp, P.C. for audit services for Fiscal Year Ending (FYE) 2020, including, but not limited to, the issuance of a request for qualifications, pursuant to Chapter 2254 of the Government Code, for auditing services for FYE 2020 and/or future fiscal years. (Staff)

EXECUTIVE SUMMARY:

Neffendorf & Knopp, P.C. submitted the attached Engagement Letter to conduct the FYE 2020 audit on October 21, 2020. The Engagement Letter is materially the same as prior engagement letters executed by the City.

Notice: The City executed engagement letters to complete the FYE 2018 and 2019 audits on October 20, 2020. The auditors reported to City Hall on October 27 thru 29, 2020. It is anticipated that both audits will be completed by December 15, 2020.

Commencement / completion of the FYE 2020 audit is not late. Many cities start annual audits in November or December following the end of their prior fiscal years. Consequently, the City Council may elect to issue a Request for Qualifications for audit services in lieu of approving the FYE 2020 Engagement Letter.

FINANCIAL: Amount not to exceed \$15,000.

ATTACHMENTS: Proposed Engagement Letter

SUGGESTED ACTION: No motion provided.

PREPARED BY: City Staff

DATE SUBMITTED: November 5, 2020

NEFFENDORF & KNOPP, P.C.
Certified Public Accountants
P.O. BOX 874 · 736 S. WASHINGTON ST.
FREDERICKSBURG, TEXAS 78624-0874

(830) 997-3348

FAX: (830) 997-3333

Email: info@nkpccpa.com

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER
TEXAS SOCIETY OF
CERTIFIED PUBLIC ACCOUNTANTS

October 21, 2020

Honorable Mayor and Council
City of Johnson City, Texas
303 E. Pecan Drive
Johnson City, Texas 78636

We are pleased to confirm our understanding of the services we are to provide City of Johnson City, Texas for the year ended September 30, 2020. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of City of Johnson City, Texas as of and for the year ended September 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Johnson City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Johnson City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedule- General Fund.
- 3) Schedule of Changes in Net Pension Liability and Related Ratios.
- 4) Schedule of Employer Contributions.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of City of Johnson City and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of City of Johnson City's financial statements. Our report will be addressed to the City Council of City of Johnson City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The

report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City of Johnson City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste and abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Johnson City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of City of Johnson City in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Neffendorf & Knopp, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulator or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Neffendorf & Knopp, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the regulator. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Keith Neffendorf is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$15,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to City of Johnson City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Neffendorf & Knopp, P.C.
NEFFENDORF & KNOPP, P.C.

RESPONSE:

This letter correctly sets forth the understanding of City of Johnson City, Texas.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY



**AGENDA ITEM REQUEST FORM
CITY OF JOHNSON CITY, TEXAS
CITY COUNCIL**

ITEM NO. 19

MEETING DATE: November 10, 2020

AGENDA PLACEMENT:

- Ceremonial
- Consent
- Individual
- Closed Session

CAPTION:

Discussion of and action on an Ordinance of the City Council of the City of Johnson City, Texas establishing and amending fees, costs, and fines charged by the City of Johnson City; adopting savings, repealer, and penalty clauses; and adopting an effective date. (Staff)

EXECUTIVE SUMMARY:

The City does not currently have a comprehensive fee schedule itemizing every fee, cost, or fine charged by the City for all municipal functions. The proposed Ordinance would adopt a comprehensive fee schedule for Fiscal Year Ending (FYE) 2021, and it includes all fees, costs, and fines outlined within codified and uncoded ordinances.

City Staff recognizes that many of the fees, costs, or fines included within the proposed fee schedule are not currently authorized by the Code of Ordinances or, if authorized, collected by the City. Over time, City Staff will address with City Council those regulations and associated fees it wishes to implement, and, importantly, the Chief Administrative Officer (CAO) will work with Staff to ensure we are charging for all authorized fees, costs, and/or fines.

While some of the fees, costs, and/or fines are mandated by State Law, many of the proposed fees are subject to the discretion of City Council so long as those fees are of an amount reasonably related to the Municipality's direct and indirect overhead costs. It is the CAO's opinion that the City has not been collecting fees, costs, and/or fines of sufficient value to offset its direct and indirect overhead costs.

Upon adoption and publication in the Johnson City Record Courier, the fee schedule would be effective immediately.

FINANCIAL: N/a

ATTACHMENTS: Proposed Ordinance and Fee Schedule

SUGGESTED ACTION:

Motion to approve an Ordinance of the City Council of the City of Johnson City, Texas establishing and amending fees, costs, and fines charged by the City of Johnson City; adopting savings, repealer, and penalty clauses; and adopting an effective date. (Staff)

PREPARED BY: City Staff

DATE SUBMITTED: November 5, 2020

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOHNSON CITY, TEXAS ESTABLISHING AND AMENDING FEES, COSTS, AND FINES CHARGED BY THE CITY OF JOHNSON CITY; ADOPTING SAVINGS, REPEALER, AND PENALTY CLAUSES; AND ADOPTING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Johnson City, Texas (the “City”) finds that the fees, costs, and fines charged by the City should be organized, consolidated, and amended.

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

Section One. Establishment of Fees. The fees, costs, and fines to be charged by the City of Johnson City are hereby adopted, as set forth in Exhibits A and B, attached hereto, and titled Johnson City Fee Schedule and Court Fees and Fines, respectively. Any such prior fees, costs, and fines established by ordinance or resolution in the City of Johnson City, which are in conflict with Exhibits A or B, are hereby revoked, and the fees, costs, and fines set forth herein shall be enforced.

Section Two. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or illegal, such decision shall not affect the validity of the remaining sections of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared void.

Section Three. Repealer. All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated herein.

Section Four. Penalty. Any person, firm, company, partnership, corporation, or association violating any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined an amount of not more than five hundred dollars (\$500.00) for each such violation, and each and every day that the provisions of this Ordinance are violated shall constitute a separate and distinct offense.

Section Five. Effective Date. This Ordinance shall be effective immediately following its publication in the Johnson City Record Courier. Thereafter, the rules contained therein will apply within the City of Johnson City.

PASSED AND APPROVED by the City Council of the City of Johnson City, Texas on the 10th day of November 2020.

APPROVED:

Rhonda Stell
Mayor

ATTEST:

Rick Schroder
Chief Administrative Officer / City Secretary

Published: Johnson City Record Courier
Date: ____/____/____

EXHIBIT A.			
CITY OF JOHNSON CITY FEE SCHEDULE (ALL FEES NONREFUNDABLE UNLESS EXPLICITLY STATED HEREIN)			
A.	ADMINISTRATIVE FEES		
a.	Duplication, including incident and other misc. reports:		
	Copies and/or printouts, up to 8-1/2 x 14	\$ 0.10	pg
	Copies and/or printouts, up to 8-1/2 x 14, color	\$ 0.25	pg
	Personnel (Labor)	\$ 15.00	hr (after 1st hr)
	Diskettes/CD's	\$ 1.00	ea
	Envelopes (small)	\$ 0.50	ea
	Envelopes (large)	\$ 1.00	ea
	Postage	Actual Cost	ls
	Oversize paper copy (11'x17")	\$ 0.50	pg
	Oversize paper copy, (11'x17"), color	\$ 0.75	pg
	Audio cassette	\$ 1.00	ea
	DVD	\$ 3.00	ea
	Duplication charges not listed shall be charged pursuant to Texas Administrative Code Title 1, Part 3, Chapter 70, Rule 70.3.		
b.	Certification of City Record	\$ 6.00	ea
c.	Police Accident Report		
	As per Texas Transportation Code, Chapter 550, Section 550.065(d)		
d.	Certification of Police Accident Report		
	As per Texas Transportation Code, Chapter 550, Section 550.065(d)		
e.	Notary Service, acknowledgement	\$ 6.00	ea
	For Notarial Acts not listed , as per Texas Government Code, Section 406.024.		
f.	NSF Check Charge	\$ 35.00	ea
g.	City Maps (18" x 24" or 24" x 36")	Actual Cost	ls
h.	Credit Card Processing	5%	ls
i.	Postage	Actual Cost	ls
j.	Use of City Hall for Meetings (during business hours)	No Charge	ls
k.	Use of City Hall for Meetings (after hours)	\$ 45.00	hr
l.	False alarm / per incident	\$ 54.00	ea
m.	Use of City Barricades, Signs, and/or Traffic Handling Equip.	\$ 1.00	ea + hourly employee cost + 10%
n.	Expenses and/or costs incurred by the City and not included within the Fee Schedule	Actual Cost + 10%	ls
o.	Use of official City seal, logo, emblem, motto, website banner, and other City insignia	\$ 25.00	ea
B.	ANIMAL CONTROL FEES		
a.	Dangerous Animal License	\$ 56.00	annual
b.	Penalties		
	1. Abandonment	\$ 62.00	ea + Court costs
	2. No Rabies Vaccine	\$ 240.00	ea + Court costs
	3. Allowed to Run Loose	\$ 33.00	ea + Court costs
	4. Failure to Surrender for Rabies Vaccine	\$ 240.00	ea + Court costs
c.	Impoundment		
	1. First Impoundment	\$ 45.00	ls
	2. Second Impoundment	\$ 73.00	ls
	3. Third + Impoundment(s)	\$ 123.00	ls
d.	Daily Boarding	\$ 32.00	per day
e.	Rabies Vaccination	\$ 22.00	per animal
f.	Quarantine / Observation and Applicable Fees	\$ 30.00	per animal / per day
C.	BUILDING FEES		
a.	Residential Building Permit Fee		
	(Subcontractor fees included; Square footage includes total living, garage, and covered porches and balconies (all area under roof))		
	1 to 200 sq. ft.	\$1.96 / sq. ft.	ls
	201 to 500 sq. ft.	\$1.60 / sq. ft.	ls
	501 to 1000 sq. ft.	\$1.23 / sq. ft.	ls
	1,001 to 2,000 sq. ft.	\$0.94 / sq. ft.	ls
	2,001 to 3,000 sq. ft.	\$0.80 / sq. ft.	ls
	3,001 to 4,000 sq. ft.	\$0.74 / sq. ft.	ls
	4,001 to 5,000 sq. ft.	\$0.71 / sq. ft.	ls
	5,001 sq. ft. and up	\$0.64 / sq. ft.	ls
b.	Commercial Building Permit Fee		
	(Subcontract fees included)		

	\$501.00 TO \$2,000.00	\$25.00 for the first \$500.00 plus \$3.35 for each additional \$100.00, or fraction thereof, to and including \$2,000.00		ls
	\$2,001.00 TO \$25,000.00	\$75.00 for the first \$2,000.00 plus \$15.50 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00		ls
	\$25,001.00 TO \$50,000.00	\$430.00 for the first \$25,000.00 plus \$11.00 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00		ls
	\$50,001.00 TO \$100,000.00	\$708.00 for the first \$50,000.00 plus \$7.70 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00		ls
	\$100,001.00 TO \$500,000.00	\$1,093.00 for the first \$100,000.00 plus \$6.15 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00		ls
	\$500,001.00 TO \$1,000,000.00	\$3,557.00 for the first \$500,000.00 plus \$5.25 for each additional \$1,000.00, or fraction, to and including \$1,000,000.00		ls
	\$1,000,001.00 and up	\$6,170.00 for the first \$1,000,000.00 plus \$4.00 for each additional \$1,000.00, or fraction thereof		ls
c.	Plan Review Fee			
	1.	Residential Plans	35% of Building Permit Fee	ls
	2.	Commercial Plans	65% of Building Permit Fee	ls
	3.	All Withdrawn / Changed Plans	65% of Building Permit Fee	ls
d.	Inspections Outside Normal Business Hours		\$ 62.00	hr
e.	Re-inspection Fee		\$ 62.00	hr
f.	Inspections for Which No Fee is Indicated		\$ 62.00	hr
g.	Additional Plan Review Due to Modifications		\$ 62.00	hr
h.	Outside Consultants		Actual Cost +10%	ls
i.	Pool Permit		See Building Permit Fee Schedule	
j.	Electrical, Mechanical, Plumbing Permit		\$ 90.00	ea (incl. 1 inspection)
k.	Sprinkler System Permit		\$ 62.00	ea
l.	Certificate of Occupancy (C of O) Permit		\$ 123.00	ea
m.	Reissuance of Existing C of O		\$ 28.00	ea
n.	Driveway Permit		\$ 123.00	ea
o.	Street Cut Permit		\$ 273.00	ea
p.	Encroachment License		\$ 179.00	ea
q.	Tree Survey Review and Approval (Commercial Development Only)		\$ 179.00	ea
r.	Landscape Plan Review and Approval (Commercial Development Only)		\$145 ls + \$78.00	per hr
s.	Protected Tree Removal Permit (Commercial Development Only)		\$ 78.00	ls
t.	Tree Trimming Permit (Commercial Contr. Only)		\$ 28.00	ls
u.	Stormwater, Detention, and Drainage			
	1.	Fee In Lieu of Detention (Residential)	\$ 3,129.00	per acre
	2.	Fee In Lieu of Detention (Commercial)	\$ 3,464.00	per acre
v.	Demolition Permit		\$ 179.00	ls
w.	House Moving (Foundation Insp.)		\$ 62.00	ls
x.	House Moving Permit		\$ 90.00	ls
y.	Traffic Impact Analysis and Review (Level 1)		\$ 296.00	ls
z.	Traffic Impact Analysis and Review (Level 2)		\$ 592.00	ls
aa.	Traffic Impact Analysis and Review (Level 3)		\$ 888.00	ls
bb.	Fence Construction Permit		\$ 84.00	ls
cc.	Change of DBA (on Cert. of Occup.)		\$ 28.00	ls
dd.	Change of Address (on Cert. of Occup.)		\$ 28.00	ls
ee.	Work Performed Without a Permit		Double Standard Permit Fee	
D.	COURT FEES AND FINES			
a.	See Exhibit "B" for Violation Code List.			
E.	FIRE PROTECTION			
a.	Fire Protection Permit Fees			
	1.	Automatic Fire Extinguishing System:		
	i.	New Sprinkler System* -		
		1-10 Heads	\$ 140.00	ls
		11-25 Heads	\$ 167.00	ls
		26-200 Heads	\$ 224.00	ls
		201+ Heads	\$ 224.00	+1.00 per Additional Head

		\$2000.00 Maximum Charge per Floor		
	*In addition, if the sprinkler system is located on more than one floor, the fee will also include a charge of \$43.50 for each additional floor. Basements, underground levels, and above ceiling grade are considered floors for purposes of this fee.			
	<i>This fee includes reviewing plans, rough-in inspections, and witnessing the 2-hour hydrostatic testing for fire sprinkler systems.</i>			
	ii.	Sprinkler Modification/Remodel with Heads** -		
		1-9 Heads	\$ 84.00	ls
		10-25 Heads	\$ 140.00	ls
		26-200 Heads	\$ 224.00	ls
		201+ heads	\$ 224.00	+ 1.00 per Additional Head
		\$2000.00 Maximum Charge per Floor		
	**In addition, if the sprinkler system is located on more than one floor, the fee will also include a charge of for \$43.50 for each additional floor. Basements, underground levels, and above ceiling grade are considered floors for purposes of this fee.			
	<i>This fee includes reviewing plans, rough-in inspections, and witnessing the 2-hour hydrostatic testing for fire sprinkler systems.</i>			
	iii.	Sprinkler Modification without Heads:	\$ 112.00	ls
	<i>This fee includes reviewing plans, rough-in inspections, and witnessing the 2-hour hydrostatic testing for fire sprinkler systems.</i>			
	iv.	Paint Spray Booth:	\$ 280.00	ls
	<i>This fee includes reviewing plans, witnessing the testing, and inspection of commercial paint spray booth fire suppression systems.</i>			
	v.	Vent Hood Suppression System:	\$ 168.00	ls
	<i>This fee includes reviewing plans, witnessing the testing, and inspection of commercial fire suppression systems in kitchen vent hoods and exhaust ducts.</i>			
	vi.	Vent Hood Modification:	\$ 84.00	ls
	<i>This fee includes reviewing plans, witnessing the testing, and inspection of commercial fire suppression systems in kitchen vent hoods and exhaust ducts.</i>			
	vii.	Alternative Fire Protection System:	\$ 280.00	ls
	<i>This fee includes reviewing plans, rough-in inspections, and witnessing any required acceptance / testing of alternative fire protection and fire suppression systems.</i>			
	2.	Fire Alarm and Related Equipment:		
	i.	New Fire Alarm System* -		
		1-10 devices	\$ 140.00	ls
		11-25 devices	\$ 168.00	ls
		26-200 devices	\$ 224.00	ls
		201+ devices	\$ 224.00	+ 1.00 per Additional Device
		Maximum Charge of \$2000.00 per Floor		
	*In addition, if the fire alarm system is located on more than one floor, the fee will also include a charge of \$43.50 for each additional floor. Basements, underground levels, and above ceiling grade are considered floors for purposes of this fee.			
	<i>This fee includes reviewing plans, rough-in inspections, and witnessing the fire alarm acceptance testing.</i>			
	ii.	Fire Alarm Modification** -		
		1-9 devices	\$ 84.00	ls
		10-25 devices	\$ 140.00	ls
		26-200 devices	\$ 168.00	ls
		201+ devices	\$ 224.00	+ 1.00 per Device
		Maximum Charge of \$2000.00 per Floor		
	**In addition, if the fire alarm system is located on more than one floor, the fee will also include a charge of \$43.50 for each additional floor. Basements, underground levels, and above ceiling grade are considered floors for purposes of this fee.			
	<i>This fee includes reviewing plans, rough-in inspections, and witnessing the fire alarm acceptance testing.</i>			
	iii.	Fire Alarm Panel Replacement:		
		1-20 devices	\$ 168.00	ls
		21-200 devices	\$ 224.00	ls
		201+ devices	\$ 224.00	+ 1.00 per Device

	<i>This fee includes reviewing plans, rough-in inspections, and witnessing the fire alarm acceptance testing.</i>			
	iv.	Smoke Control Systems:	\$ 196.00	ls
	<i>This fee includes reviewing plans and witnessing the testing of building smoke control systems required by the Building or Fire Code.</i>			
	3.	Fire Pumps and Related Equipment:	\$ 224.00	ls
	<i>This fee includes reviewing plans, rough-in inspections, and witnessing any required acceptance testing.</i>			
	4.	Standpipes:	\$ 224.00	ls
	<i>This fee includes reviewing plans, rough-in inspections, and witnessing any required acceptance testing.</i>			
	5.	Underground Fire Line:	\$ 224.00	ls
	<i>This fee includes reviewing plans and witnessing the 2-hour hydrostatic testing on underground fire protection system.</i>			
	6.	Fire Hydrants:	\$ 112.00	ls
		Additional Hydrants:	\$ 28.00	ea
	<i>This fee includes reviewing plans, rough-in inspections, and witnessing any required acceptance testing, including 2-hour hydrostatic testing on private property.</i>			
	7.	Underground Storage Tank:	\$ 224.00	ls
	A permit is required for each underground storage tank used for the storage of flammable liquids, combustible liquids, or hazardous materials.			
	<i>This fee includes reviewing plans, rough-in inspections, interior lining, filling with inert material, or removal of any underground storage tank and witnessing any required acceptance testing.</i>			
	8.	Aboveground Storage Tank:	\$ 280.00	ls
	A permit is required for each aboveground storage tank, regardless of capacity, used for the storage of flammable liquids, combustible liquids, or hazardous materials.			
	<i>This fee includes reviewing plans, rough-in inspections, or removal of any aboveground storage tank and witnessing any required acceptance testing.</i>			
	9.	Working Without a Permit:	Double Standard Permit Fee	ls
	<i>This fee will be assessed when it is discovered by a City of Johnson City code official that work is being performed without the proper permit(s).</i>			
	10.	All other permits and fees not addressed by this fee schedule and where a permit is required by the current adopted Fire Code will require a permit and fee of \$54.80.		
F.	FLOODPLAIN FEES			
a.	Floodplain Review Fee			
	1.	Request for Single-lot/Single-structure CLOMA and CLOMR-F	\$ 178.00	ls
	2.	Request for Single-lot/Single-structure LOMR-F	\$ 151.00	ls
	3.	Request for Single-lot/Single-structure LOMR-F, Based on as-built Information (CLOMR-F Previously Issued by City)	\$ 123.00	ls
	4.	Request for Multiple-lot/Multiple-structure CLOMA	\$ 296.00	ls
	5.	Request for Multiple-lot/Multiple-structure CLOMR-F and LOMR-F	\$ 592.00	ls
	6.	Request for Multiple-lot/Multiple-structure LOMR-F, Based on as-built information (CLOMR-F Previously Issued by City)	\$ 475.00	ls
b.	CLOMRs Request Fee			
	1.	New Hydrology, Bridge, Culvert, Channel, or Any Combination Request	\$ 1,185.00	ls
	2.	Levee, Berm, or Other Structural Measure Request	\$ 1,777.00	ls
c.	LOMRs and PMRs Request Fee (Not Based on Structural Measures or Alluvial Fans)			
	1.	Bridge, Culvert, Channel, or Any Combination Request	\$ 1,185.00	ls
	2.	Levee, Berm, or Other Structural Measure Request	\$ 2,369.00	ls
	3.	As-built Information Submitted as Follow Up to CLOMR Request	\$ 1,777.00	ls
d.	Floodplain Development Permit Fee		\$ 296.00	ls
e.	Elevation Certificate		\$ 123.00	ls
G.	FOOD AND BEVERAGE FEES			
a.	Alcoholic Beverage License		1/2 State Fee	ls

b.	Mobile Food Vendor Permit	180 days	\$ 106.00	ls
H. MISCELLANEOUS FEES				
a.	Special Event / Parade Permit (Per Event)		\$ 75.00	ls
b.	Special Event / Parade Permit (Annual)		\$ 150.00	ls
c.	Peddler Permit			
	1.	1 day	\$ 10.00	ls
	2.	30 days	\$ 25.00	ls
	3	180 days	\$ 50.00	ls
d.	Blasting Permit		\$ 559.00	ls
e.	Annual Review of Blasting Permit		\$ 559.00	ls
f.	Collocation of Antennae			
	1.	Application Review	\$ 447.00	ls
	2.	Tower Construction Application Review	\$ 447.00	ls
g.	Sexually Oriented Business			
	1.	Administrative Procedures	\$ 280.00	ls
h.	Fireworks Display Permit	Per Event	\$ 50.00	ls
i.	Golf Cart Permit	365 days	\$ 25.00	ls
j.	Travel Trailer Permit	30 days	\$ 30.00	ls
k.	Softball Field Rental	League Deposit (Refundable)	\$ 200.00	ls
		League Request for Mowing	\$ 50.00	ls
		Lost Keys	\$ 50.00	ls
l.	Memorial Park Rental	Full day (Friday thru Sunday)	\$ 100.00	ls
		Full day (Monday thru Thursday)	\$ 75.00	ls
		Hourly Rate (up to 4 hrs.)	\$ 25.00	hr.
		Deposit (Refundable)	\$ 50.00	ls
m.	Park Building Rental	Deposit (Refundable; \$15 for lost key, \$85 for cleaning)	\$ 100.00	ls
		Full day	\$ 150.00	ls
		Hourly Rate (2 hr. minimum)	\$ 35.00	hr.
		Late key pickup (after hours or on weekends)	\$ 50.00	ls
n.	Park Pavillion Rental	Full day	\$ 50.00	ls
I. SIGN FEES				
	(All Sign Permit Applications, Other Than Temporary Signs, Shall Pay a Non-refundable Review Fee of \$10.00 or 10% of the Sign Permit Application Fee, Whichever is Greater)			
a.	Sign Up To 10 Square Feet (SF) in Area		\$ 39.00	ls
	Other than Free-standing or Monument			
b.	Signs 10 to 20 SF in Area		\$ 73.00	ls
	Other than Free-standing or Monument			
c.	Signs 25 to 35 SF in Area		\$ 106.00	ls
	Other than Free-standing or Monument			
d.	Signs Larger than 35 SF in Area		\$ 145.00	ls
	Other than Free-standing or Monument			
e.	Free-standing or Monument Signs		\$ 145.00	ls
f.	Private Property Traffic Control Sign Plan		\$ 123.00	ls
g.	Temporary Signs		\$ 11.00	ls
h.	Handheld Signs		\$ 6.00	ls
i.	New Master Sign Program		\$ 179.00	ls
j.	Amendment to Master Sign Program		\$ 33.00	ls
k.	Appeal or Variance Request		\$ 62.00	ls
J. SOLID WASTE (GARBAGE) COLLECTION				
		Commercial Tote (1x weekly)	\$ 23.82	mth
		Commercial Tote (2x weekly)	\$ 48.69	mth
		Commercial Tote (4x weekly)	\$ 95.27	mth
		Residential (Inside City Limits)	\$ 17.64	mth
		Residential (Outside City Limits)	\$ 25.99	mth
		Extra Pickup	\$ 40.20	mth
		2 Yard	\$ 58.12	mth
		3 Yard	\$ 96.68	mth
		4 Yard (1x weekly)	\$ 131.74	mth
		4 Yard (2x weekly)	\$ 263.46	mth
		6 Yard (1x weekly)	\$ 201.40	mth
		6 Yard (2x weekly)	\$ 402.82	mth
		20 Yard	\$ 602.90	mth
		30 Yard	\$ 651.54	mth
		40 Yard	\$ 711.63	mth
K. WATER AND WASTEWATER FEES				
a.	Late Payment Charge	After 15th of Each Month	10%	ls
b.	Water			
	1. Reconnection	1st Reconnection	\$ 35.00	ls
		2nd Reconnection	\$ 45.00	ls
		3rd Reconnection	\$ 55.00	ls

	2. Water Meter Deposits	Residential	\$ 150.00	plus a \$25 nonrefundable fee
		Commercial:		
		- Less than 10,000 gallons	\$ 175.00	plus a \$25 nonrefundable fee
		- 10,001 - 30,000 gallons	\$ 250.00	plus a \$25 nonrefundable fee
		- 30,001 - 50,000 gallons	\$ 350.00	plus a \$25 nonrefundable fee
		- Greater than 50,000 gallons	\$ 500.00	plus a \$25 nonrefundable fee
	3. Water Meter Transfer of Service		\$ 35.00	ea
	4. Temporary Water Cut-off	Normal Business Hours	\$ 35.00	per hr
		Afterhours	\$ 70.00	per hr
	5. Water Meter Testing / Replacement		\$ 125.00	ea, refundable if meter is faulty
	6. Tap Fee	- New 3/4" Meter w/ Up to 60 ft. of Service Line (Inside City Limits)	\$ 630.00	ea
		- New Meter over 3/4" w/ Over 60 ft. of Service Line	Actual Cost + 10%	ls
c.	Sewer			
	1. Tap Fee	- New Sewage Connection	\$ 525.00	ls
		- Labor, Materials, and Equipment Related to New Sewage Connection, including Roadway Repair	Actual Cost + 10%	ls
	2. Reconnection		\$ 160.00	ls
d.	Water and Sewer			
	1. Repair of Damaged Water and Sewer Lines	- Labor (Normal Business Hours)	\$ 55.00	per hour per man
		- Labor (Afterhours)	\$ 75.00	per hour per man
		- Equipment	\$ 60.00	per hour
		- Materials	Actual Cost + 10%	ls
	2. Water and Sewer Rates (Residential and Commercial)	- Joint Minimum Water and Sewer Bill	\$ 37.37	ls
	(Wastewater averaging is calculated from December thru February of each fiscal year when most of the water is deposited into the sanitary sewer system rather than outdoors.)	- Water Service:		
		- Residential Inside City Limits:		
		- First 2,000 Gallons or Part Thereof	\$ 16.96	ls
		- Each Additional 1,000 Gallons or Part Thereof	\$ 5.85	per 1,000 gallons
		- Commercial Inside City Limits:		
		- First 2,000 Gallons or Part Thereof	\$ 16.96	ls
		- Each Additional 1,000 Gallons or Part Thereof	\$ 6.88	per 1,000 gallons
		- Residential Outside City Limits (1-1/2 Rate):		
		- First 2,000 Gallons or Part Thereof	\$ 25.45	ls
		- Each Additional 1,000 Gallons or Part Thereof	\$ 8.78	per 1,000 gallons
		- Commercial Outside City Limits (1-1/2 Rate):		
		- First 2,000 Gallons or Part Thereof	\$ 25.45	ls
		- Each Additional 1,000 Gallons or Part Thereof	\$ 9.90	per 1,000 gallons
		- Sewer Service:		
		- Residential Inside City Limits:		
		- First 2,000 Gallons or Part Thereof	\$ 20.41	ls
		- Each Additional 1,000 Gallons or Part Thereof	\$ 4.71	per 1,000 gallons
		- Commercial Inside City Limits:		
		- First 2,000 Gallons or Part Thereof	\$ 20.41	ls
		- Each Additional 1,000 Gallons or Part Thereof	\$ 6.05	per 1,000 gallons
		- Residential Outside City Limits (1-1/2 Rate):		
		- First 2,000 Gallons or Part Thereof	\$ 30.61	ls
		- Each Additional 1,000 Gallons or Part Thereof	\$ 7.08	per 1,000 gallons
		- Commercial Outside City Limits (1-1/2 Rate):		
		- First 2,000 Gallons or Part Thereof	\$ 30.61	ls
		- Each Additional 1,000 Gallons or Part Thereof	\$ 8.20	per 1,000 gallons
	3. Impact Fees	- 5/8" Water Meter		
		- Water	\$ 3,113.00	1.00 Equivalent
		- Sewer	\$ 4,134.00	Single Family
		- 3/4" Water Meter		
		- Water	\$ 5,198.00	
		- Sewer	\$ 6,904.00	1.67 ESFC
		- 1" Water Meter		
		- Water	\$ 8,311.00	
		- Sewer	\$ 11,039.00	2.67 ESFC
		- 1-1/2" Water Meter		
		- Water	\$ 24,902.00	
		- Sewer	\$ 33,075.00	8.00 ESFC
		- 2" Water Meter		
		- Water	\$ 35,267.00	

		- 3" Water Meter		
		- Water	\$ 72,620.00	
		- Sewer	\$ 96,456.00	23.33 ESFC
		- 4" Water Meter		
		- Water	\$ 124,509.00	
		- Sewer	\$ 165,377.00	40.00 ESFC
		- 6" Water Meter		
		- Water	\$ 249,019.00	
		- Sewer	\$ 330,754.00	80.00 ESFC
		- 8" Water Meter		
		- Water	\$ 373,528.00	
		- Sewer	\$ 496,130.00	120.00 ESFC
e.	Vehicle Equipment Replace Program (VERP)	Per residential utility account per month	\$ 4.00	ls
		Per commercial utility account per month	\$ 14.00	ls
L.	ZONING AND SUBDIVISION FEES			
a.	Zoning			
	1.	Zoning Change or Classification Addition Request	\$ 378.00	ls
	2.	Board of Adjustment Appeal	\$ 378.00	ls
	3.	Board of Adjustment, Refund <i>(In the event of appeal to a Court, it is found that BOA had no jurisdiction on the issue brought forward to BOA.)</i>		ls
			\$ 108.00	
b.	Subdivision			
	1.	Plat/Replat Filing Fees		
	i.	Base Preliminary Platting Fee	\$ 654.00	per Plat
	ii.	Base Final Platting Fee	\$ 402.00	per Plat
	iii.	Single Family Residential Development	\$ 67.00	per Lot
	iv.	Non-single Family Residential Development	\$ 486.00	per Acre
	2.	Variance	\$ 173.00	ls
	3.	Plat Deferral	\$ 447.00	ls
	4.	Performance Agreement Time Extension	\$ 291.00	ls
	5.	Vacating Declaration	\$ 330.00	ls
	6.	Replat Involving Notification	\$ 508.00	ls
	7.	Amending Plat	\$ 581.00	ls
	8.	Plat Withdrawal	\$ 179.00	ls
	9.	Emergency Add-on	\$ 358.00	ls
	10.	Mobile Home Park Plan Processing Fee	\$ 475.00	ls
	11.	Street Name Change Application Processing	\$ 358.00	ls
	12.	Street Name Change Installation Fee Per Sign	\$ 240.00	ls
	13.	Plat Recording Fee Per Sheet		Actual Cost per Blanco County ls
	14.	Processing Fee	\$ 123.00	ls
	15.	Plan Review Fee	\$ 442.00	ls
	16.	Minor Plat (in any Zoning District)		Actual Cost + 10% ls

Exhibit B

FEE CODES

JUDGE CATHY RIEDEL

CODE	DESCRIPTION	GL ACCOUNT	CC/ F	OMNI/ WRNT	S/ C/ O	ACT FLG	PRI FLG	CAS H FLG
ADMIN	SPECIAL EXPENSE FEE				C	Y	N	N
ADMN1	SPECIAL EXPENSE FEE 100%				C	Y	N	N
AF	ADMINISTRATIVE FEE \$10/\$20				C	Y	Y	N
AF2	ADMINISTRATIVE FEE \$20				C	N	Y	N
APBND	APPEAL BOND				C	Y	Y	N
AR	ARREST FEE \$5		C		C	Y	N	N
ARFX	DEFAULT FEE CODE		C		C	Y	N	N
BAT	BREATH ALCOHOL TESTING PROGRAM		C		S	N	N	N
CCC	CONSOLIDATED COURT COST		C		S	N	N	N
CCC04	CONSOLIDATED COURT COST		C		S	Y	N	N
CJFC	CIVIL JUSTICE FEE - COURT .01		C		C	Y	N	N
CJFS	CIVIL JUSTICE FEE - STATE .09		C		S	Y	N	N
CJP	CRIM JUSTICE PLANNING FUND		C		S	N	N	N
CMI	CORRECTIONS MANAGEMENT INST.		C		S	N	N	N
COLAG	COLLECTION AGENCY FEE		C		O	Y	N	N
COPY	COPIES				C	Y	Y	N
CR	COMPREHENSIVE REHAB FUND		C		S	N	N	N
CS	SCHOOL CROSSING GUARD PROGRAM		C		C	Y	N	N
CSS	CHIILD SAFETY SEAT		C		S	N	N	N
CS2	CHILD SAFETY FUND \$25		C		C	Y	N	N
CTF	COURT TECHNOLOGY FUND \$4		C		C	Y	N	N
CVC	COMP TO VICTIMS OF CRIME FUND		C		S	N	N	N
CVC-2	COMPENS TO VICTIMS CRIME FUND		C		S	N	N	N
DSC	DSC ADMIN FEE				C	Y	Y	N
EXPUN	EXPUNCTION FEE \$30/\$100		C		C	Y	N	N
FA	FUGITIVE APPREHENSION		C		S	N	N	N
FINE	FINE		F		C	Y	N	N
FORF	BOND FORFEITURE		C		S	Y	N	N
GR	GENERAL REVENUE		C		S	N	N	N
IDF	INDIGENT DEFENSE FEE \$2		C		S	Y	N	N
JCD	JUVENILE CRIME/DELINQUENCY ACT		C		S	N	N	N
JCD2	JUVENILE DELINQUENCY 2001		C		S	N	N	N
JCMF	JUVENILE CASE MANAGER FEE		C		C	N	N	N
JCPT	JUD CT&PERS TRNG FUND		C		S	N	N	N
JFCI	JUDICIAL SUPPORT/EFFICIENCY FEE .60		C		C	Y	N	N
JFCT	JUDICAL SUPPORT/EFFICIENCY FEE		C		S	N	N	N
JFCT2	JUDICAL FEE \$5.40		C		S	Y	N	N
JURY	JURY FEE - AFTER TRIAL - GL		C		C	Y	N	N
LCCC	LOCAL CONSOLIDATES FEE		C		C	Y	N	N
LEMI	LAW ENFORC MNGMT INSTITUTE		C		S	N	N	N
LEOA	LAW ENF OFC ADMINISTRATION		C		S	N	N	N
LEOCE	LAW ENFORCE CONTINUING EDUC		C		S	N	N	N
LTPF	LOCAL TRUANCY PREVENTION FUND		C		C	Y	N	N
MCBS	MUNICIPAL COURT BUILDING SEC. \$3		C		C	Y	N	N
MCBS2	MCBS 2		C		C	Y	N	N
MCC	MOTOR CARRIER WEIGHT FEE		F		S	Y	N	N

FEE CODES

JUDGE CATHY RIEDEL

CODE	DESCRIPTION	GL ACCOUNT	CC/ F	OMNI/ WRNT	S/ C/ O	ACT FLG	PRI FLG	CAS H FLG
MJF	MUNICIPAL JURY FUND		C		C	Y	N	N
N-CNV	NETD CNV - FEE CODE MISSING	000-000-000			S	Y	N	N
NSF	RETURN CHECK FEE				O	N	N	N
OCL	OPERATORS & CHAUFF LICENSE FND		C		S	N	N	N
OP	OVERPAYMENT				O	Y	Y	N
PC30	PRIVATE COLLECTION FEE - GHS		C		O	Y	N	N
REST	RESTITUTION				O	N	N	N
RSRL	RESTITUTION FEE - LOCAL				O	N	N	N
RSTS	RESTITUTION FEE - STATE				O	N	N	N
SCCC	STATE CCC		C		S	Y	N	N
SEF	SPECIAL EXPENSE FEE FTA/VTPA				C	Y	N	N
SJRF	STATE JUROR REIMBURSEMENT FEE \$4		C		S	Y	N	N
STF	STATE TRAFFIC FEE \$30		C		S	Y	N	N
STF2	STATE TRAFFIC FEE \$20-09/01/19		C		S	Y	N	N
TCWFE	TWC FEE				O	Y	N	N
TFC	LOCAL TRAFFIC FUND \$3		C		C	Y	N	N
TITLE	TITLE 7 TRANS CODE FINES		F		C	Y	N	N
TLFT1	OMNI FEE - STATE \$20		C	O	S	N	N	N
TLFT2	OMNI BASE \$6		C	O	O	Y	N	N
TLFT3	LOCAL OMNI BASE FEE \$4		C	O	C	Y	N	N
TP-E	TIME PAYMENT FEE - EFFICIENCY		C		C	Y	N	N
TP-L	TIME PAYMENT PLAN - LOCAL		C		C	Y	N	N
TP-S	TIME PAYMENT PLAN - STATE		C		S	N	N	N
TPF	TRUANCY PREVENTION FUND		C		S	Y	N	N
TXSBL	TEXAS SEAT BELT - CHILDREN		F		C	Y	N	N
WARF E	FTA/VTPA WARRANT FEE BY ORD		C		C	N	N	N
WRIT	PEACE OFFICER SERVES WRIT		C		C	Y	N	N
WRNT F	WARRANT FEE		C	W	C	Y	N	N
XXXXX	DEFAULT AGENCY FEE CODE	000-000-000			S	N	N	N

FINE CODES

JUDGE CATHY RIEDEL

Fine Code	Fee Code	Description	Start Date	End Date	Amount
C1	CTF	CHILD SAFETY SEAT \$134.00+FINE			\$399.00
		COURT TECHNOLOGY FUND \$4			\$4.00
	TFC	LOCAL TRAFFIC FUND \$3			\$3.00
	AR	ARREST FEE \$5			\$5.00
	STF2	STATE TRAFFIC FEE \$20-09/01/19			\$50.00
	SCCC	STATE CCC			\$62.00
	MCBS2	MCBS 2			\$4.90
	LTPF	LOCAL TRUANCY PREVENTION FUND			\$5.00
	MJF	MUNCIPAL JURY FUND			\$0.10
	TITLE	TITLE 7 TRANS CODE FINES			\$132.50
C2	TXSBL	TEXAS SEAT BELT - CHILDREN			\$132.50
		CHILD SEAT SEAT \$134.00 + FINE			\$399.00
	MCBS2	MCBS 2			\$4.90
	LTPF	LOCAL TRUANCY PREVENTION FUND			\$5.00
	MJF	MUNCIPAL JURY FUND			\$0.10
	TITLE	TITLE 7 TRANS CODE FINES			\$132.50
	TXSBL	TEXAS SEAT BELT - CHILDREN			\$132.50
	CTF	COURT TECHNOLOGY FUND \$4			\$4.00
	TFC	LOCAL TRAFFIC FUND \$3			\$3.00
	AR	ARREST FEE \$5			\$5.00
G1	STF2	STATE TRAFFIC FEE \$20-09/01/19			\$50.00
	SCCC	STATE CCC			\$62.00
		GENERAL FINE ONLY/MV \$81.00			\$81.00
	CTF	COURT TECHNOLOGY FUND \$4			\$4.00
	AR	ARREST FEE \$5			\$5.00
	SCCC	STATE CCC			\$62.00
	MCBS2	MCBS 2			\$4.90
	LTPF	LOCAL TRUANCY PREVENTION FUND			\$5.00
	MJF	MUNCIPAL JURY FUND			\$0.10
	TITLE	TITLE 7 TRANS CODE FINES			\$0.00
G2		GENERAL FINE ONLY/NON-MV \$81			\$81.00
	CTF	COURT TECHNOLOGY FUND \$4			\$4.00
	AR	ARREST FEE \$5			\$5.00
	SCCC	STATE CCC			\$62.00
	MCBS2	MCBS 2			\$4.90

FINE CODES

JUDGE CATHY RIEDEL

Fine Code	Fee Code	Description	Start Date	End Date	Amount
	LTPF	LOCAL TRUANCY PREVENTION FUND			\$5.00
	MJF	MUNCIPAL JURY FUND			\$0.10
	TITLE	TITLE 7 TRANS CODE FINES			\$0.00
OM		OMNI \$10			\$10.00
	TLFT2	OMNI BASE \$6			\$6.00
	TLFT3	LOCAL OMNI BASE FEE \$4			\$4.00
P1		PARK&PED/RR \$72.00			\$72.00
	STF	STATE TRAFFIC FEE \$30			\$50.00
	CTF	COURT TECHNOLOGY FUND \$4			\$4.00
	MCBS	MUNCIPAL COURT BUILDING SEC. \$3			\$4.90
	TFC	LOCAL TRAFFIC FUND \$3			\$3.00
	AR	ARREST FEE \$5			\$5.00
	LTPF	LOCAL TRUANCY PREVENTION FUND			\$5.00
	MJF	MUNCIPAL JURY FUND			\$0.10
	TITLE	TITLE 7 TRANS CODE FINES			\$0.00
P2		PARK&PED/RR/SZ \$72.00			\$72.00
	STF	STATE TRAFFIC FEE \$30			\$50.00
	CTF	COURT TECHNOLOGY FUND \$4			\$4.00
	MCBS	MUNCIPAL COURT BUILDING SEC. \$3			\$4.90
	TFC	LOCAL TRAFFIC FUND \$3			\$3.00
	AR	ARREST FEE \$5			\$5.00
	LTPF	LOCAL TRUANCY PREVENTION FUND			\$5.00
	MJF	MUNCIPAL JURY FUND			\$0.10
	TITLE	TITLE 7 TRANS CODE FINES			\$0.00
P3		PARK&PED/NOT RR \$19.00			\$19.00
	AR	ARREST FEE \$5			\$5.00
	MCBS2	MCBS 2			\$4.90
	LTPF	LOCAL TRUANCY PREVENTION FUND			\$5.00
	MJF	MUNCIPAL JURY FUND			\$0.10
	CTF	COURT TECHNOLOGY FUND \$4			\$4.00
	FINE	FINE			\$0.00
R1		RULES OF ROAD/MV \$134.00			\$134.00
	CTF	COURT TECHNOLOGY FUND \$4			\$4.00
	TFC	LOCAL TRAFFIC FUND \$3			\$3.00
	AR	ARREST FEE \$5			\$5.00

FINE CODES

JUDGE CATHY RIEDEL

Fine Code	Fee Code	Description	Start Date	End Date	Amount
	STF2	STATE TRAFFIC FEE \$20-09/01/19			\$50.00
	SCCC	STATE CCC			\$62.00
	MCBS2	MCBS 2			\$4.90
	LTPF	LOCAL TRUANCY PREVENTION FUND			\$5.00
	MJF	MUNCIPAL JURY FUND			\$0.10
	TITLE	TITLE 7 TRANS CODE FINES			\$0.00
R2		RULES OF ROAD/NON-MV \$134			\$134.00
	CTF	COURT TECHNOLOGY FUND \$4			\$4.00
	TFC	LOCAL TRAFFIC FUND \$3			\$3.00
	AR	ARREST FEE \$5			\$5.00
	STF2	STATE TRAFFIC FEE \$20-09/01/19			\$50.00
	SCCC	STATE CCC			\$62.00
	MCBS2	MCBS 2			\$4.90
	LTPF	LOCAL TRUANCY PREVENTION FUND			\$5.00
	MJF	MUNCIPAL JURY FUND			\$0.10
	TITLE	TITLE 7 TRANS CODE FINES			\$0.00
R3		RULES OF ROAD/MV/SZ \$159.00			\$159.00
	CS2	CHILD SAFETY FUND \$25			\$25.00
	CTF	COURT TECHNOLOGY FUND \$4			\$4.00
	TFC	LOCAL TRAFFIC FUND \$3			\$3.00
	AR	ARREST FEE \$5			\$5.00
	STF2	STATE TRAFFIC FEE \$20-09/01/19			\$50.00
	SCCC	STATE CCC			\$62.00
	MCBS2	MCBS 2			\$4.90
	LTPF	LOCAL TRUANCY PREVENTION FUND			\$5.00
	MJF	MUNCIPAL JURY FUND			\$0.10
	TITLE	TITLE 7 TRANS CODE FINES			\$0.00
R4		RULES OF ROAD/NON-MV/SZ \$124			\$144.00
	CS2	CHILD SAFETY FUND \$25			\$25.00
	CCC04	CONSOLIDATED COURT COST			\$40.00
	JFCT2	JUDICIAL FEE \$5.40			\$5.40
	JFC1	JUDICIAL SUPPORT/EFFICIENCY FEE .60			\$0.60
	SJRF	STATE JUROR REIMBURSEMENT FEE \$4			\$4.00
	CTF	COURT TECHNOLOGY FUND \$4			\$4.00
	MCBS	MUNCIPAL COURT BUILDING SEC. \$3			\$3.00

FINE CODES

JUDGE CATHY RIEDEL

Fine Code	Fee Code	Description	Start Date	End Date	Amount
	TFC	LOCAL TRAFFIC FUND \$3			\$3.00
	IDF	INDIGENT DEFENSE FEE \$2			\$2.00
	TPF	TRUANCY PREVENTION FUND			\$2.00
	AR	ARREST FEE \$5			\$5.00
	STF2	STATE TRAFFIC FEE \$20-09/01/19			\$50.00
	TITLE	TITLE 7 TRANS CODE FINES			\$0.00
TP		TIME PAYMENT FEE \$15			\$15.00
	TP-L	TIME PAYMENT PLAN - LOCAL			\$12.50
	TP-E	TIME PAYMENT FEE - EFFICIENCY			\$2.50
VP		VIOLATE PROMISE TO APPEAR			\$334.00
	SCCC	STATE CCC			\$62.00
	STF2	STATE TRAFFIC FEE \$20-09/01/19			\$50.00
	MCBS	MUNICIPAL COURT BUILDING SEC. \$3			\$4.90
	TFC	LOCAL TRAFFIC FUND \$3			\$3.00
	LTPF	LOCAL TRUANCY PREVENTION FUND			\$5.00
	MJF	MUNICIPAL JURY FUND			\$0.10
	CTF	COURT TECHNOLOGY FUND \$4			\$4.00
	AR	ARREST FEE \$5			\$5.00
	TITLE	TITLE 7 TRANS CODE FINES			\$200.00
W1		WARRANT FEE \$50			\$50.00
	WRNTF	WARRANT FEE			\$50.00

OFFENSE CODES

JUDGE CATHY RIEDEL

Code	Description	Off Type	Section	DPS	Fine	Base Fine
0000	CELL PHONE IN SCHOOL ZONE	TMNP		3999		\$0.00
002CZ	SPEEDING CONSTRUCTION ZONE	TMNP		3001		\$0.00
0VT11	CMV DRIVING OUTSIDE OF TRUCK ROUTE WHERE PROHIBITE	TMNP		3999		\$0.00
1000	CRIMINAL MISCHIEF/CLASS C	NTPC		3999		\$0.00
1001	CRIMINAL TRESPASS	NTOS		3999		\$0.00
1010	RECKLESS DAMAGE OR DESTRUCTION	NTOS		3999		\$0.00
1020	THEFT	NTPC		3999		\$0.00
1060	ISSUANCE OF BAD CHECK	NTOS		3999		\$0.00
1100	ASSAULT	NTPC		3999		\$0.00
1101	LEAVING CHILD IN A VEHICLE	NTPC		3999		\$0.00
1130	FAILURE TO IDENTIFY	NTOS		3999		\$0.00
1140	FAILURE TO APPEAR/BAIL JUMPING	TMNP		3337		\$0.00
1170	D.O.C. OBSCENE LANGUAGE	NTOS		3999		\$0.00
1171	D.O.C. OFFENSIVE GESTURE/DISPLAY	NTOS		3999		\$0.00
1172	D.O.C. NOXIOUS/UNREASONABLE ODOR (CHEMICAL)	NTOS		3999		\$0.00
1173	D.O.C. ABUSE OR THREATEN (OFFENSIVE MANNER)	NTOS		3999		\$0.00
1174	D.O.C. UNREASONABLE NOISE	NTCO		3999		\$0.00
1175	D.O.C. FIGHTING WITH ANOTHER	NTOS		3999		\$0.00
1176	D.O.C. WINDOW PEEPING	NTOS		3999		\$0.00
1177	D.O.C. URINATING IN A PUBLIC PLACE	NTOS		3999		\$0.00
1178	D.O.C. DISCHARGES FIREARM/PUBLIC ROADWAY	NTOS		3999		\$0.00
1179	D.O.C. INDECENT EXPOSURE	NTOS		3999		\$0.00
1210	SMOKING TOBACCO-PROHIBITED AREAS	NTOS		3999		\$0.00
1220	PUBLIC INTOXICATION	NTPC		3999		\$0.00
2000	CONSUME ALCOHOLIC BEVERAGES ON OFF-PREMISED LICENS	NTOS		3999		\$0.00
2010	CONSUMPTION OF ALCOHOLIC BEVERAGES NEAR A SCHOOL	NTOS		3999		\$0.00
2090	SALE OF TOBACCO PRODUCTS TO A MINOR	NTOS		3999		\$0.00
2100	POSSESSION OF DRUG PARAPHERNALIA	NTOS		3999		\$0.00
29S5A	CMV DRIVING OUTSIDE OF TRUCK ROUTE WHERE PROHIBITE	TMNP		3999		\$0.00
3001	SPEEDING	TMNP		3001		\$0.00
3002	UNSAFE SPEED/TOO FAST FOR CONDITIONS	TMNP		3002		\$0.00
3002A	UNSAFE SPEED	TMNP		3002		\$0.00
3003	IMPEDING TRAFFIC	TMNP		3003		\$0.00
3004	RACING/DK/RACING/ACCELERATION CONTEST FOR SPEED	TMNP		3004		\$0.00
3005	FAIL TO YIELD ROW FROM PRIVATE PROPERTY	TMNP		3005		\$0.00

OFFENSE CODES

JUDGE CATHY RIEDEL

Code	Description	Off Type	Section	DPS	Fine	Base Fine
3005A	FAIL TO YIELD ROW TO VEHICLE ENTERING FROM HIGHWAY	TMNP		3005	\$0.00	\$0.00
3005B	FAIL TO YIELD ROW TO VEHICLE LEAVING HIGHWAY	TMNP		3005	\$0.00	\$0.00
3005C	FAILED TO YIELD RIGHT OF WAY	TMNP		3005	\$0.00	\$0.00
3006	DISREGARD STOP SIGN	TMNP		3006	\$0.00	\$0.00
3007	RAN RED LIGHT	TMNP		3007	\$0.00	\$0.00
3008	DISREGARD FLASHING YELLOW SIGNAL	TMNP		3008	\$0.00	\$0.00
3009	CHANGED LANE WHEN UNSAFE	TMNP		3009	\$0.00	\$0.00
3010	UNSAFE START	TMNP		3010	\$0.00	\$0.00
3011	TURNED LEFT FROM WRONG LANE	TMNP		3011	\$0.00	\$0.00
3012	TURNED RIGHT FROM WRONG LANE	TMNP		3012	\$0.00	\$0.00
3013	CUT CORNER LEFT TURN	TMNP		3013	\$0.00	\$0.00
3014	IMPROPER TURN	TMNP		3014	\$0.00	\$0.00
3015	WRONG SIDE,4 OR MORE LANE, TWO-WAY ROADWAY	TMNP		3015	\$0.00	\$0.00
3015A	DROVE ON WRONG SIDE OF ROAD/BRIDGE	TMNP		3015	\$0.00	\$0.00
3015B	DROVE ON WRONG SIDE OF ROAD/INTERSECTION	TMNP		3015	\$0.00	\$0.00
3015C	DROVE ON WRONG SIDE OF ROAD/RR GRADE	TMNP		3015	\$0.00	\$0.00
3015D	PASSING ON WRONG SIDE	TMNP		3015	\$0.00	\$0.00
3015F	DROVE WRONG SIDE OF ROAD	TMNP		3015	\$0.00	\$0.00
3016	DROVE WRONG WAY ON ONE-WAY ROADWAY	TMNP		3016	\$0.00	\$0.00
3017	FOLLOWING TOO CLOSELY	TMNP		3017	\$0.00	\$0.00
3018	PASSED - INSUFFICIENT CLEARANCE	TMNP		3018	\$0.00	\$0.00
3019	PASSING/DISREGARD NO PASSING ZONE	TMNP		3019	\$0.00	\$0.00
3020	ILLEGAL PASS ON RIGHT	TMNP		3020	\$0.00	\$0.00
3021	FAILED TO STOP FOR SCHOOL BUS (OR REMAIN STOPPED)	TMNP		3021	\$0.00	\$0.00
3022	FAILED TO PASS TO RIGHT SAFELY/IMPROPER PASSING	TMNP		3022	\$0.00	\$0.00
3023	BOATING WHILE INTOXICATED	TMNP		3023	\$0.00	\$0.00
3024	UNSAFE START FROM PARKED STOPPED OR STANDING POSIT	TMNP		3024	\$0.00	\$0.00
3025	FAIL TO MAINTAIN FINANCIAL RESP. 2ND OFFENSE	TMNP		3025	\$0.00	\$0.00
3026	PARKING ON ROADWAY	TMNP		3026	\$0.00	\$0.00
3027	FLYING WHILE INTOXICATED	TMNP		3027	\$0.00	\$0.00
3029	AMUSEMENT RIDE INTOXICATION	TMNP		3029	\$0.00	\$0.00
3030	UNRESTRAINED CHILD YOUNGER THAN 4 OR UNDER 36 INCH	TMNP		3030	\$0.00	\$0.00
3031	FAILURE TO USE SAFETY SYSTEM UNDER 8 YEARS (UNDER	TMNP		3031	\$0.00	\$0.00
3031A	FAILURE TO USE SAFETY RESTRAINT UNDER 8 YEARS (UND	TMNP		3031	\$0.00	\$0.00
3032	NO SEAT BELT - DRIVER	TMNP		3032	\$0.00	\$0.00

OFFENSE CODES

JUDGE CATHY RIEDEL

Code	Description	Off Type	Section	DPS	Fine	Base Fine
3033	NO SEAT BELT - ADULT PASSENGER	TMNP		3033		\$0.00
3033A	CHILD (15-16) -PASSENGER SEAT BELT TO PASSENGER CH	TMNP		3033		\$0.00
3033B	CHILD (15-16) -PASSENGER SEAT BELT TO PASSENGER CH	TMNP		3033		\$0.00
3034	UNRESTRAINED CHILD NOT SECURED BY SAFETY BELT (8-1	TMNP		3034		\$0.00
3034A	UNRESTRAINED CHILD NOT SECURED BY SAFETY BELT (8-1	TMNP		3034		\$0.00
3035	CONSUME ALCOHOL WHILE DRIVING	TMNP		3035		\$0.00
3038	RIDING IN OPEN BED - UNDER 18 YEARS OF AGE	TMNP		3038		\$0.00
3039	SPEEDING OVER 15MPH (CDL ONLY)	TMNP		3039		\$0.00
3039A	SPEEDING 15 MPH OR MORE OVER POSTED SPEED LIMIT -	TMNP		3039		\$0.00
3042	DWI (JUVENILE)	TMNP		3042		\$0.00
3045	FAIL TO GIVE INFORMATION/RENDER AID	TMNP		3045		\$0.00
3049	NO LIABILITY INSURANCE/FAIL TO MAINTAIN FINANCIAL	TMNP		3049		\$0.00
3050	FAIL TO CONTROL SPEED/UNSAFE SPEED	TMNP		3050		\$0.00
3050A	SPEEDING TOO FAST FOR CONDITIONS	TMNP		3039		\$0.00
3052	FAIL TO YIELD ROW (INTERSECTION)	TMNP		3052		\$0.00
3052A	FAILED TO YIELD AT STOP INTERSECTION	TMNP		3052		\$0.00
3053	FAILED TO YIELD AT YIELD INTERSECTION	TMNP		3053	R1	\$299.00
3054	FAILED TO YIELD ROW AT OPEN INTERSECTION	TMNP		3054		\$0.00
3055	FAILED TO YIELD ROW TURNING LEFT	TMNP		3055		\$0.00
3056	FAILED TO YIELD ROW (PRIVATE DRIVE/ALLEY ,BUILDING	TMNP		3056		\$0.00
3057	FAILED TO YIELD ROW TO EMERGENCY VEHICLE	TMNP		3057		\$0.00
3058	FAILED TO YIELD ROW ON GREEN ARROW SIGNAL	TMNP		3058		\$0.00
3059	DISREGARD OFFICIAL TRAFFIC CONTROL DEVICE	TMNP		3059		\$0.00
3060	FAILED TO STOP AT DESIGNATED POINT (STOP SIGN)	TMNP		3060		\$0.00
3061	FAILED TO STOP - DESIGNATED POINT (YIELD SIGN)	TMNP		3061		\$0.00
3063	FAILED TO STOP AT PROPER PLACE	TMNP		3063		\$0.00
3064	FAILED TO STOP AT PROPER PLACE (NOT INTERSECTION)	TMNP		3064		\$0.00
3065	DISREGARDED WARNING SIGN AT CONSTRUCTION	TMNP		3065		\$0.00
3067	DISREGARD FLASHING RED SIGNAL (AT STOP SIGN, ETC)	TMNP		3067		\$0.00
3068	FAILED TO STOP AT PROPER PLACE (FLASHING RED SIGNA	TMNP		3068		\$0.00
3069	DISREGARD LANE CONTROL SIGNAL	TMNP		3069		\$0.00
3070	FAILED TO DRIVE IN A SINGLE LANE	TMNP		3070		\$0.00
3071	DISREGARD NO LANE CHANGE SIGN	TMNP		3071		\$0.00
3072	DISREGARDED SIGNAL AT RR CROSSING	TMNP		3072		\$0.00
3074	FAILED TO STOP AT MARKED RR CROSSING	TMNP		3074		\$0.00

OFFENSE CODES

JUDGE CATHY RIEDEL

Code	Description	Off Type	Section	DPS	Fine	Base Fine
3080	TURNED WHEN UNSAFE	TMNP		3080	\$0.00	\$0.00
3081	CUT ACROSS DRIVEWAY TO MAKE TURN	TMNP		3081	\$0.00	\$0.00
3084	FAILED TO SIGNAL LANE CHANGE	TMNP		3084	\$0.00	\$0.00
3085	FAILED TO GIVE ONE-HALF OF ROADWAY	TMNP		3085	\$0.00	\$0.00
3088	DROVE ON WRONG SIDE OF DIVIDED HIGHWAY	TMNP		3088	\$0.00	\$0.00
3089	DROVE CENTER LANE (NOT PASSING/NOT TURNING LEFT)	TMNP		3089	\$0.00	\$0.00
3090	DROVE WRONG WAY IN DESIGNATED LANE	TMNP		3090	\$0.00	\$0.00
3091	WRONG SIDE OF ROAD - NOT PASSING	TMNP		3091	\$0.00	\$0.00
3092	CUT IN AFTER PASSING	TMNP		3092	\$0.00	\$0.00
3096	FAILED TO SIGNAL TURN / LANE CHANGE	TMNP		3096	\$0.00	\$0.00
3096A	FAILED TO SIGNAL TURN	TMNP		3096	\$0.00	\$0.00
3097	FAILED TO SIGNAL INTENT TO TURN	TMNP		3097	\$0.00	\$0.00
3098	FAILED TO SIGNAL-FOR STOP	TMNP		3098	\$0.00	\$0.00
3099	IMPROPER TURN OR HAND SIGNAL	TMNP		3099	\$0.00	\$0.00
3101	DRIVING WHILE LICENSE SUSPENDED UNDER PROVISIONS O	TMNP		3101	\$0.00	\$0.00
3103	NO DRIVERS LICENSE	TMNP		3103	\$0.00	\$0.00
3103A	NO DRIVERS LICENSE (2ND OFFENSE)	TMNP		3103	\$0.00	\$0.00
3103B	NO DRIVERS LICENSE (3RD OFFENSE)	TMNP		3103	\$0.00	\$0.00
3106	VIOLATE DL RESTRICTION	TMNP		3106	\$0.00	\$0.00
3112	NO MOTOR CYCLE ENDORSEMENT	TMNP		3112	\$0.00	\$0.00
3115	FAILED TO YIELD TO PEDESTRIAN ON SIDEWALK	TMNP		3115	\$0.00	\$0.00
3116	FAILED TO YIELD TO PEDESTRIANS IN CROSSWALK	TMNP		3116	\$0.00	\$0.00
3116A	FAIL TO YIELD TO PEDESTRIAN IN CROSSWALK (NO SIGNA	TMNP		3116	\$0.00	\$0.00
3120	MOTORCYCLE PASSENGER WITHOUT APPROVED HEAD GEAR	TMNP		3120	\$0.00	\$0.00
3121	DISREGARD POLICE OFFICER	TMNP		3121	\$0.00	\$0.00
3123	RECKLESS DRIVING - CLASS B	TMNP		3123	\$0.00	\$0.00
3124	FAILED TO GIVE WAY WHEN OVERTAKEN	TMNP		3124	\$0.00	\$0.00
3127	DROVE ONTO (FROM) CONTROLLED ACCESS HIGHWAY WHERE	TMNP		3127	\$0.00	\$0.00
3131	FAILED TO STOP FOR APPROACHING TRAIN	TMNP		3131	\$0.00	\$0.00
3138	FAILED TO STOP (ALLEY, DRIVEWAY, BLD)	TMNP		3138	\$0.00	\$0.00
3140	DISPLAY ALTERED DRIVERS LICENSE	TMNP		3140	\$0.00	\$0.00
3144	MORE THAN ONE VALID DL/ID IN POSSESSION	TMNP		3144	\$0.00	\$0.00
3155	FAILED TO DIM HEADLIGHTS - MEETING	TMNP		3155	\$0.00	\$0.00
3156	FAILED TO DIM HEADLIGHTS - FOLLOWING	TMNP		3156	\$0.00	\$0.00
3162	DEFECTIVE HEAD LAMP (MOTORCYCLE/AUTO)	TMNP		3162	\$0.00	\$0.00

OFFENSE CODES

JUDGE CATHY RIEDEL

Code	Description	Off Type	Section	DPS	Fine	Base Fine
3162A	DEFECTIVE HEAD LAMPS	TMNP		3162		\$0.00
3165	IMPROPERLY DIRECTED LAMPS	NTOS		3999		\$0.00
3167	DEFECTIVE TAIL LAMP(S)	TMNP		3167		\$0.00
3170	DEFECTIVE STOP LAMP(S)	TMNP		3170		\$0.00
3172	DEFECTIVE TURN SIGNAL LAMP(S)	TMNP		3172		\$0.00
3174	DEFECTIVE PARKING LAMP(S)	TMNP		3174		\$0.00
3175	IMPROPER USE OF BACK-UP LAMPS	TMNP		3175		\$0.00
3180	CLEARANCE LAMP, IDENTIFICATION LAMP, SIDE MARKER L	NTOS		3999		\$0.00
3194	COASTING	TMNP		3194		\$0.00
3197	NO WHITE FLAG ON TOW CHAIN OR CABLE	TMNP		3197		\$0.00
3198	DROVE WITHOUT LIGHTS (WHEN REQUIRED)	TMNP		3198		\$0.00
3201	OPERATE VEHICLE WITH MORE THAN ONE PASSENGER - MIN	TMNP		3201		\$0.00
3202	VIOLATE OPERATING HOURS - MINOR (UNDER 18)	TMNP		3202		\$0.00
3204	PASSING AUTHORIZED EMERGENCY VEHICLE	TMNP		3204		\$0.00
3205	EXPIRED MOTOR VEHICLE INSPECTION	TMNP		3205		\$0.00
3205A	EXPIRED MVI UNDER 60 DAYS	TMNP		3205		\$0.00
3206	MOTOR VEHICLE FUEL THEFT	TMNP		3206		\$0.00
3207	OPERATE MOTORCYCLE W/O APPROVED HEADGEAR	TMNP		3207		\$0.00
3213	DEFECTIVE EQUIPMENT	TMNP		3213		\$0.00
3213E	DEFECTIVE BRAKES	TMNP		3213		\$0.00
3225	UNNECESSARY USE OF HORN	TMNP		3225		\$0.00
3227	MUFFLER VIOLATION	TMNP		3227		\$0.00
3229	DEFECTIVE EXHAUST EMISSION SYSTEM	TMNP		3229		\$0.00
3233	DEFECTIVE WINDSHIELD WIPER	TMNP		3233		\$0.00
3251	NO FRONT SEAT BELTS (REQUIRED)	TMNP		3251		\$0.00
3252	PARKED WITHIN AN INTERSECTION	TMNP		3252		\$0.00
3253	PARKED ON A CROSSWALK	TMNP		3253		\$0.00
3257	PARKED FAIL TO STOP ENGINE	TMNP		3257		\$0.00
3258	NO COMMERCIAL OPERATOR LICENSE	TMNP		3258		\$0.00
3259	EXPIRED DRIVERS LICENSE	TMNP		3259		\$0.00
3260	EXPIRED COMMERCIAL OPERATORS LICENSE	TMNP		3260		\$0.00
3261	EXPIRED CHAUFFEURS LICENSE	NTOS		3999		\$0.00
3262	NO CHAUFFEURS LICENSE	NTOS		3999		\$0.00
3263	FAIL TO DISPLAY DRIVERS LICENSE	TMNP		3263		\$0.00
3264	FAIL TO REPORT CHANGE OF ADDRESS	TMNP		3264		\$0.00

OFFENSE CODES

JUDGE CATHY RIEDEL

Code	Description	Off Type	Section	DPS	Fine	Base Fine
3272	FAIL TO COMPLY WITH REQUIREMENTS ON STRIKING UNATT	TMNP		3272	\$0.00	\$0.00
3273	DUTIES UPON STRIKING A FIXED OBJECT	TMNP		3273	\$0.00	\$0.00
3274	NO LICENSE PLATE LIGHT	TMNP		3274	\$0.00	\$0.00
3284	PARKED DOUBLE	TMNP		3284	\$0.00	\$0.00
3287	FAILED TO YIELD ROW TURNING ON RED SIGNAL	TMNP		3287	\$0.00	\$0.00
3288	FAIL TO YIELD ROW CHANGING LANES	TMNP		3288	\$0.00	\$0.00
3300	MORE THAN ONE LICENSE (CDL)	TMNP		3300	\$0.00	\$0.00
3301	NO COMMERCIAL DRIVERS LICENSE (CDL)	TMNP		3301	\$0.00	\$0.00
3302	CHANGE NAME/MAILING ADDRESS LATER THAN 30 DAYS (CD	TMNP		3302	\$0.00	\$0.00
3303	FAIL TO GET A TEXAS CDL AFTER 30DAYS OF RESIDENCE	TMNP		3303	\$0.00	\$0.00
3305	ENDORSEMENT VIOLATION ON CDL	TMNP		3305	\$0.00	\$0.00
3306	RESTRICTION VIOLATION - CDL	TMNP		3306	\$0.00	\$0.00
3309	OPEN CONTAINER (DRIVER)	NTOS		3323	\$0.00	\$0.00
3311	ATTEMPTED EXCESSIVE ACCELERATION	NTOS		3999	\$0.00	\$0.00
3312	NEGLIGENT COLLISION	TMNP		3312	\$0.00	\$0.00
3314	INTERFERE WITH FUNERAL PROCESSION	TMNP		3314	\$0.00	\$0.00
3315	DROVE ON SIDEWALK	TMNP		3315	\$0.00	\$0.00
3316	BACKED UPON SHOULDER(OR ROADWAY) OF CONTROLLED ACC	TMNP		3316	\$0.00	\$0.00
3319	LEAVING SCENE OF ACCIDENT	TMNP		3319	\$0.00	\$0.00
3320	OBSTRUCTING TRAFFIC	TMNP		3320	\$0.00	\$0.00
3323	OPEN CONTAINER (PASSENGER)	NTOS		3323	\$0.00	\$0.00
3330	FAIL TO REPORT INJURY ACCIDENT	TMNP		3330	\$0.00	\$0.00
3332	FAIL TO SURRENDER LICENSE PLATES AND OR D/L	TMNP		3332	\$0.00	\$0.00
3333	VIOLATE PROMISE TO APPEAR	TMNP		3333	\$0.00	\$0.00
3334	UNAUTHORIZED GLASS COATING MATERIAL	TMNP		3334	\$0.00	\$0.00
3336	DRIVING UNDER THE INFLUENCE - WATERCRAFT	TMNP		3336	\$0.00	\$0.00
3337	FAILURE TO APPEAR/BAIL JUMPING	TMNP		3337	\$0.00	\$0.00
3338	FAILURE TO IDENTIFY SELF UPON ARREST	TMNP		3338	\$0.00	\$0.00
3341	DROVE AROUND BARRICADES	NTOS		3999	\$0.00	\$0.00
3358	LITTERING	TMNP		3358	\$0.00	\$0.00
3364	PARENT/GUARDIAN PERMITTED UNLICENSED MINOR TO DRIV	TMNP		3364	\$0.00	\$0.00
3365	NON-GUARDIAN PERMITTED UNLICENSED DRIVERTO DRIVE	TMNP		3365	\$0.00	\$0.00
3409	MOTORCYCLE SAFETY COURSE	TMNP		3409	\$0.00	\$0.00
3518	PEDESTRIAN DISOBEYED POLICE OFFICER	TMNP		3518	\$0.00	\$0.00
3551	PARK/STAND/STOP BETWEEN SAFETY ZONE AND CURB	TMNP		3551	\$0.00	\$0.00

OFFENSE CODES

JUDGE CATHY RIEDEL

Code	Description	Off Type	Section	DPS	Fine	Base Fine
3552	PARK/STAND IN FRONT OF PUBLIC/PRIVATE DRIVE	TMNP		3552	\$0.00	\$0.00
3553	PARKED IN PROHIBITED AREA	TMNP		3553	\$0.00	\$0.00
3554	STANDING IN PROHIBITED AREA	TMNP		3554	\$0.00	\$0.00
3555	PARK BICYCLE ON SIDEWALK/IMPEDE TRAFFIC	NTOS		3555	\$0.00	\$0.00
3556	PARKING/STOPPING/STANDING ON A SIDEWALK	TMPK		3556	\$0.00	\$0.00
3557	PARKING/STOPPING/STANDING ON RAILROAD TRACKS	TMPK		3557	\$0.00	\$0.00
3559	PARKED ALL NIGHT WHERE PROHIBITED	TMNP		3559	\$0.00	\$0.00
3561	PARKED FACING TRAFFIC	TMNP		3561	\$0.00	\$0.00
3564	PARKED WITH WHEELS OVER 18 INCHES FROM CURB OR EDG	TMNP		3564	\$0.00	\$0.00
3565	PARKED WITHIN 50 FEET OF RAILROAD CROSSING	TMNP		3565	\$0.00	\$0.00
3568	PARKING UNLAWFULLY-UNAUTHORIZED	TMNP		3568	\$0.00	\$0.00
3569	PARKING/STANDING WITHIN 15 FEET OF A FIRE HYDRANT	TMNP		3569	\$0.00	\$0.00
3570	PARK OR STAND WITHIN 20 FT OF CROSSWALK AT INTERSE	TMPK		3570	\$0.00	\$0.00
3571	PARK OR STAND WITHIN 20 FT OF DRIVEWAY TO FIRE STA	TMNP		3571	\$0.00	\$0.00
3572	PARK OR STAND WITHIN 30 FT OF A TRAFFIC CONTROL DE	TMNP		3572	\$0.00	\$0.00
3582	DISREGARD PEDESTRIAN CONTROL SIGNAL	TMNP		3582	\$0.00	\$0.00
3586	SPEEDING >10% POSTED LIMIT	TMNP		3586	\$0.00	\$0.00
3589	CROSSED FIRE HOSE WITHOUT PERMISSION	TMNP		3589	\$0.00	\$0.00
3590	DROVE INTO BLOCK WHERE FIRE ENGINE STOPPED	TMNP		3590	\$0.00	\$0.00
3591	FOLLOWING AMBULANCE	TMNP		3591	\$0.00	\$0.00
3591A	FOLLOWING FIRE APPARATUS	TMNP		3591	\$0.00	\$0.00
3594	PARKED IN BLOCK WHERE FIRE ENGINE STOPPED	TMNP		3594	\$0.00	\$0.00
3596	SPEEDING IN A SCHOOL ZONE	TMNP		3596	\$0.00	\$0.00
3602	NO/DEFECTIVE LAMP OR REFLECTORS-FARM EQUIPMENT	TMNP		3602	\$0.00	\$0.00
3621	IMPROPER LOADING	TMNP		3621	\$0.00	\$0.00
3622	IMPROPERLY SECURED TAILGATE	TMNP		3622	\$0.00	\$0.00
3625	LOOSE MATERIAL NOT REMOVED-LOADED VEHICLE	TMNP		3625	\$0.00	\$0.00
3626	LOOSE MATERIAL NOT REMOVED-UNLOADED VEHICLE	TMNP		3626	\$0.00	\$0.00
3627	VEHICLE W/O REQUIRED EQUIPMENT/UNSAFE CONDITION	TMNP		3627	\$0.00	\$0.00
3628	USE EQUIPMENT NOT APPROVED/WINDOW TINT	TMNP		3628	\$0.00	\$0.00
3629	TRANSPORT LOOSE MATERIAL/UNSECURE LOAD	NTOS		3999	\$0.00	\$0.00
3656	EXPIRED REGISTRATION	TMNP		3656	\$0.00	\$0.00
3656A	EXPIRED OR TRAILER TAGS	TMNP		3656	\$0.00	\$0.00
3657	DISPLAY FICTITIOUS LICENSE PLATE	TMNP		3657	\$0.00	\$0.00
3658	DISPLAY UNCLEAN LICENSE PLATES	TMNP		3658	\$0.00	\$0.00

OFFENSE CODES

JUDGE CATHY RIEDEL

Code	Description	Off Type	Section	DPS	Fine	Base Fine
3660	FAIL TO DISPLAY LICENSE RECEIPTS-CMV	TMNP		3660	\$0.00	\$0.00
3661	FAIL TO PRESENT NEW MOTOR NUMBER RECEIPT/TAX COLLE	TMNP		3661	\$0.00	\$0.00
3662	FAIL TO SURRENDER CERTIFICATE OF TITLE-VEHICLE JUN	TMNP		3662	\$0.00	\$0.00
3663	FARM LICENSE VIOLATION	TMNP		3663	\$0.00	\$0.00
3664	NO IN-TRANSIT LICENSE	TMNP		3664	\$0.00	\$0.00
3665	OBTAIN UNAUTHORIZED LICENSE PLATE	TMNP		3664	\$0.00	\$0.00
3666	OPERATE MOTOR VEHICLE WITH FICTITIOUS LICENSE PLAT	TMNP		3666	\$0.00	\$0.00
3667	OPERATE MOTOR VEHICLE WITHOUT LICENSE PLATES OR WI	TMNP		3667	\$0.00	\$0.00
3668	OPERATE UNREGISTERED MOTOR VEHICLE	TMNP		3668	\$0.00	\$0.00
3669	OPERATE W/LICENSE FOR OTHER CLASS VEHICLE	TMNP		3669	\$0.00	\$0.00
3800	MINOR IN POSSESSION OF ALCOHOL	JNDA		3800	\$0.00	\$0.00
3800A	MINOR IN POSSESSION OF TOBACCO PRODUCTS	JTBC		3800	\$0.00	\$0.00
3801	ATTEMPT TO PURCHASE ALCOHOL BY MINOR	TMNP		3801	\$0.00	\$0.00
3802	PURCHASE ALCOHOL BY MINOR	TMNP		3802	\$0.00	\$0.00
3803	CONSUMPTION OF ALCOHOL BY MINOR	TMNP		3803	\$0.00	\$0.00
3804	MISREPRESENTATION OF AGE BY MINOR	TMNP		3804	\$0.00	\$0.00
3805	PUBLIC INTOXICATION BY MINOR	TMNP		3805	\$0.00	\$0.00
3806	DRIVING UNDER THE INFLUENCE - MINOR	TMNP		3806	\$0.00	\$0.00
3900	MINOR IN POSSESSION (DEFERRED)	TMNP		3900	\$0.00	\$0.00
3901	ATTEMPT TO PURCHASE ALCOHOL (DEFERRED)	TMNP		3901	\$0.00	\$0.00
3902	PURCHASE ALCOHOL BY MINOR (DEFERRED)	TMNP		3902	\$0.00	\$0.00
3903	CONSUMPTION OF ALCOHOL (DEFERRED)	TMNP		3903	\$0.00	\$0.00
3904	MISREPRESENTATION OF AGE (DEFERRED)	TMNP		3904	\$0.00	\$0.00
3905	PUBLIC INTOXICATION MINOR (DEFERRED)	TMNP		3905	\$0.00	\$0.00
3906	DRIVING UNDER THE INFLUENCE (DEFERRED)	TMNP		3906	\$0.00	\$0.00
4200	ANIMAL AT LARGE	TMCO		3999	\$0.00	\$0.00
4201	FAIL TO MAINTAIN PROPERTY	NTOS		3999	\$0.00	\$0.00
4202	CURFEW	NTOS		3999	\$0.00	\$0.00
4203	WATER METER	NTOS		3999	\$0.00	\$0.00
4204	CROSS CONNECTION	NTOS		3999	\$0.00	\$0.00
4205	MOBILE HOME RESTRICTIONS	NTOS		3999	\$0.00	\$0.00
4206	DANGEROUS DOG	NTOS		3999	\$0.00	\$0.00
4207	LIVESTOCK ORDINANCE VIOLATION	NTOS		3999	\$0.00	\$0.00
4208	RABIES VACCINATION REQUIRED	NTOS		3999	\$0.00	\$0.00
4210	CONSUME ALCOHOLIC BEVERAGES ON OFF-PREMISED LICENS	NTOS		3999	\$0.00	\$0.00

OFFENSE CODES

JUDGE CATHY RIEDEL

Code	Description	Off Type	Section	DPS	Fine	Base Fine
4211	CONSUMPTION OF ALCOHOLIC BEVERAGES NEAR A SCHOOL	NTOS		3999	\$0.00	\$0.00
4212	CRIMINAL MISCHIEF/CLASS C	NTPC		3999	\$0.00	\$0.00
4216	THEFT	NTPC		3999	\$0.00	\$0.00
4217	ISSUANCE OF BAD CHECK	NTOS		3999	\$0.00	\$0.00
4218	SMOKING TOBACCO-PROHIBITED AREAS	NTOS		3999	\$0.00	\$0.00
4220	SALE OF TOBACCO PRODUCTS TO A MINOR	NTOS		3999	\$0.00	\$0.00
4221	POSSESSION OF DRUG PARAPHERNALIA - JUVENILE/MINOR	JDPA		3999	\$0.00	\$0.00
4221A	POSSESSION OF DURG PARAPHERNALIA	NTOS		3999	\$0.00	\$0.00
4222	MINOR IN POSSESSION OF TOBACCO	JTBC		3999	\$0.00	\$0.00
4301	VIOLATION CITY ORDINANCE - JUNK VEHICLE	NTCO		3999	\$0.00	\$0.00
4302	VIOLATION CITY ORDINANCE - HIGH GRASS AND WEEDS	NTCO		3999	\$0.00	\$0.00
4303	VIOLATION CITY ORDINANCE - BURN BAN	NTCO		3999	\$0.00	\$0.00
4304	VIOLATION CITY ORDINANCE - DOG AT LARGE	NTCO		3999	\$0.00	\$0.00
4305	VCO-BURN BAN	NTOS		3999	\$0.00	\$0.00
4306	VIOLATION CITY ORDINANCE - CURFEW	NTCO		3999	\$0.00	\$0.00
4307	VIOLATION CITY ORDINANCE - UNDER STATING PROJECT V	NTCO		3999	\$0.00	\$0.00
4308	VIOLATION CITY ORDINANCE - WORKING WITHOUT A PERMI	NTCO		3999	\$0.00	\$0.00
4310	VIOLATION CITY ORDINANCE - SOLICITORS PERMIT REQUI	NTCO		3999	\$0.00	\$0.00
4311	CITY ORDINANCE: RABIES VACCINATION REQUIRED	NTCO		3999	\$0.00	\$0.00
4350	CITY ORDINANCE	NTCO		3999	\$0.00	\$0.00
4A2KC	CMV DRIVING OUTSIDE OF TRUCK ROUTE WHERE PROHIBITE	TMNP		3999	\$0.00	\$0.00
4J9SN	CMV DRIVING OUTSIDE OF TRUCK ROUTE WHERE PROHIBITE	TMNP		3999	\$0.00	\$0.00
5513	POSSESSING INTOXICANTS ON PUBLIC SCHOOL GROUNDS	NTOS		3999	\$0.00	\$0.00
5VVEZ	CMV DRIVING OUTSIDE OF TRUCK ROUTE WHERE PROHIBITE	TMNP		3999	\$0.00	\$0.00
6000	FAILURE TO ATTEND	NTOS		3999	\$0.00	\$0.00
6010	COMPULSORY ATTENDANCE	NTOS		3999	\$0.00	\$0.00
6M3DN	CMV DRIVING OUTSIDE OF TRUCK ROUTE WHERE PROHIBITE	TMNP		3999	\$0.00	\$0.00
6ULJT	MINOR IN POSSESSION OF TOBACCO PRODUCTS	TMNP		3999	\$0.00	\$0.00
9999	See Case Activity Notes for Offense Description	NTOS		3999	\$0.00	\$0.00
9Z11	See Case Activity Notes for Offense Description	TMNP		3999	\$0.00	\$0.00
9Z12	See Case Activity Notes for Offense Description	NTPC		3999	\$0.00	\$0.00
9Z61	See Case Activity Notes for Offense Description	JWAD		3999	\$0.00	\$0.00
9Z62	See Case Activity Notes for Offense Description	JSCD		3999	\$0.00	\$0.00
9Z63	See Case Activity Notes for Offense Description	JDHH		3999	\$0.00	\$0.00
9Z64	See Case Activity Notes for Offense Description	JFAS		3999	\$0.00	\$0.00

OFFENSE CODES

JUDGE CATHY RIEDEL

Code	Description	Off Type	Section	DPS	Fine	Base Fine
9Z65	See Case Activity Notes for Offense Description	JVLD		3999		\$0.00
9Z70	See Case Activity Notes for Offense Description	PCNA		3999		\$0.00
A1	CARRIED ARTICLES SO AS TO INTERFERE WITH HANDLING	TMNP	551.102(C)	3501		\$0.00
A10	RIDER COMMIT ANY APPLICABLE HAZARDOUS TRAFFIC VIOL	TMNP	551.101	3506		\$0.00
A100	PASSENGERS (EXCEEDING 3) OR LOAD OBSTRUCTED DRIVER	TMNP	545.417	3160		\$0.00
A101	PERSONS RIDING IN TRAILER OR SEMITRAILER	TMNP	545.4191	3368		\$0.00
A102	PROHIBITED MOTOR VEHICLE ON CONTROLLED ACCESS HIGH	TMNP	545.065	3128		\$0.00
A103	RECKLESS DRIVING	TMNP	545.401	3123		\$0.00
A104	SAFETY BELT, CHILD, REQUIRED TO BE SECURED BY: < 1	TMNP	545.413(B)(2)	3034		\$0.00
A106	SAFETY SEAT, CHILD PASSENGER, CHILD <FIVE AND LESS	TMNP	545.512(A)	3031		\$0.00
A107	SCHOOL BUS DRIVER, UNAUTHORIZED	TMNP	521.022	3999		\$0.00
A1073	USE OF WIRELESS COMMUNICATION DEVICE IN SCHOOL ZON	TMNP	545.425	3999		\$0.00
A1074	PARENT CONTRIBUTING TO NONATTENDANCE (TRUANCY)	PCNA	25.093 (C)	3999		\$0.00
A1075	SPEEDING LESS THAN 20 MPH	TMNP	3001A	3586		\$0.00
A1076	SPEEDING 20 MPH TO 29 MPH	TMNP	3001B	3586	R1	\$314.00
A1077	SPEEDING GREATER THAN 30 MPH	TMNP	3001B	3586	R1	\$314.00
A1078	SPEEDING- IN A SCHOOL ZONE LESS THAN 20 MPH	TMNP	3000A	3596	R3	\$190.00
A1079	SPEEDING-IN A SCHOOL ZONE 20 MPH TO 29 MPH	TMNP	3000B	3596	R3	\$339.00
A108	SLOWER VEHICLE FAILED TO KEEP RIGHT	TMNP	545.051(B)	3083		\$0.00
A1080	SPEEDING- IN A SCHOOL ZONE GREATER THAN 30 MPH	TMNP	3000C	3596		\$0.00
A1081	DRIVING WHILE INTOXICATED WITH A B.A.C. OF >= 0.15	NTPC	49.04(D)	3042		\$0.00
A1082	NO SEATBELT PASSENGER	TMNP		3033	R2	\$184.00
A1083	EXPIRED MOTOR VEHICLE INSPECTION	TMNP	548.602	3205		\$0.00
A1084	EXPIRED REGISTRATION	TMNP	502.404(B)	3656	G2	\$181.00
A109	TOLL ROAD: ELECTRONIC TOLL COLLECTION STOLEN OR IN	TMNP	228.057	3371		\$0.00
A11	RODE IMPROPERLY	TMNP	551.102	3508		\$0.00
A110	TOLL ROAD: FAILURE TO POSSESS EVIDENCE OF PROPER P	TMNP	370.355(D)	3371		\$0.00
A111	TOLL ROAD: FAILURE OR REFUSAL TO PAY	TMNP	228.054	3371		\$0.00
A112	TOLL, TURNPIKE PROJECT: FAILURE TO PAY	TMNP	370.177	3371		\$0.00
A113	TOO MANY AUXILIARY DRIVING LAMPS	TMNP	547.33	3153		\$0.00
A114	TOO MANY AUXILIARY PASSING LAMPS	TMNP	547.329	3150		\$0.00
A115	TOO MANY FOG LAMPS	TMNP	547.328	3212		\$0.00
A116	TOO MANY SPOT LAMPS	TMNP	547.327	3210		\$0.00
A117	TURN SO AS TO IMPEDE OR INTERFERE WITH STREETCAR	TMNP	545.203(C)	3130		\$0.00
A118	UNAUTHORIZED USE OF SIREN, WHISTLE OR BELL	TMNP	547.501(B)	3158		\$0.00

OFFENSE CODES

JUDGE CATHY RIEDEL

Code	Description	Off Type	Section	DPS	Fine	Base Fine
A119	VEHICLE HAULING EXPLOSIVES OR FLAMMABLE MATERIALS	TMNP	545.254(A)	3134		\$0.00
A12	DISPLAY ALTERED, OR FICTITIOUS DL (SPECIFY)	TMNP	521.451(1)	3110		\$0.00
A120	VEHICLE HAULING EXPLOSIVES OR FLAMMABLE MATERIALS	TMNP	545.254(B)	3135		\$0.00
A121	VEHICLE REGISTRATION SUSPENDED: PERMIT VEHICLE TO	NTOS	601.371	3999		\$0.00
A122	VIOLATE DL RESTRICTION (SPECIFY)	TMNP	521.221	3106		\$0.00
A123	WARNING DEVICES NOT DISPLAYED (FLAGS, FLARES, FUSE	TMNP		3159		\$0.00
A124	WIRELESS COMMUNICATION DEVICE USE RESTRICTION: OPE	TMNP	545.424(A) (3)	3307		\$0.00
A125	WIRELESS COMMUNICATION DEVICE USE RESTRICTION: OPE	TMNP	545.424(B) (2)	3307		\$0.00
A126	WIRELESS COMMUNICATION DEVICE USE RESTRICTION: OPE	TMNP	545.415	3308		\$0.00
A1275	UNRESTRAINED CHILD <8 AND LESS THAN 36 INCHES IN H	TMNP	545.412	3031	R1	\$384.00
A1276	STOPPING, STANDING, OR PARKING OUTSIDE A BUSINESS	TMPK	545.301	3026		\$0.00
A1277	INTERFERENCE WITH PUBLIC SERVANT	NTPC	38.15	3999		\$0.00
A1278	PROMOTING GANG ACTIVITY	NTOS	E.C. 37.121	3999		\$0.00
A1279	ELECTRONIC TRANSMISSION OF CERTAIN VISUAL MATERIAL	NTPC	43.261	3999		\$0.00
A1280	TOBACCO ON SCHOOL PROPERTY	JTBC	38.006	3999		\$0.00
A1281	UNATTENDED MOTOR VEHICLE	TMNP	545.404	3566		\$0.00
A1282	SPEEDING 1-5 MPH OVER LIMIT	TMNP	545.361	3586	R1	\$165.00
A1283	SPEEDING 6-10 MPH OVER LIMIT	TMNP	545.361	3586	R1	\$215.00
A1284	SPEEDING 11-15 MPH OVER LIMIT	TMNP	545.361	3586	R1	\$265.00
A1285	SPEEDING 16-20 MPH OVER LIMIT	TMNP	545.361	3586	R1	\$290.00
A1286	SPEEDING 21-24 MPH OVER LIMIT	TMNP	545.361	3586	R1	\$314.00
A1287	SPEEDING 25 MPH OR OVER LIMIT	TMNP	545.361	3586	R1	\$334.00
A1288	REGISTRATION REQUIRED	TMNP	502.002	3999		\$0.00
A1289	TOWING SAFETY CHAINS	TMNP	545.41	3999		\$0.00
A1290	UNRESTRAINED CHILD < 8 AND LESS THAN 4 FEET 9 INCH	TMNP	545.412(A)	3031	C1	\$365.00
A1291	OPERATION OF A VEHICLE UNDER IMPROPER REGISTRATION	TMNP	502.472	3656		\$0.00
A1292	RECKLESS DRIVING	TMNP	545.401	3999		\$0.00
A1293	THEFT <\$100	NTPC	31.03(E)(1)(A)	3999		\$0.00
A1294	THEFT <=\$99 BY CHECK	NTPC	31.03(E)(1)(B)	3999		\$0.00
A1295	THEFT OF SERVICE <=\$99	NTPC	PC 31.04(E)(1)	3999		\$0.00
A1296	THEFT OF SERVICE >= \$100 AND <= \$749.99	NTPC	PC 31.04 (E)(2)	3999		\$0.00
A1297	THEFT >= \$100 AND <= \$749.99	NTPC	PC 31.03 (E)(2)(A)	3999		\$0.00
A1298	THEFT >= \$100 AND <= \$749.99 BY CHECK	NTPC	PC 31.03 (E)(2)(A)	3999		\$0.00
A1299	VIOLATION OF 341.013 GARBAGE REFUSE OR TRASH	NTCO	341.091	3999		\$0.00
A13	DRIVING IN VIOLATION OF SUSPENSION(DRIVING WHILE L	TMNP	521.457(A)	3101		\$0.00

OFFENSE CODES

JUDGE CATHY RIEDEL

Code	Description	Off Type	Section	DPS	Fine	Base Fine
A130	INTOXICATION ASSAULT (SERIOUS BODILY INJURY)	NTPC	49.07	3999		\$0.00
A1300	VIOLATION OF 341.014 DISPOSAL OF HUMAN EXCRETA	NTPC	341.091	3999		\$0.00
A1301	TRASH OR PUBLIC NUISANCE AFTER 30 DAY NOTICE	NTPC	343.011	3999		\$0.00
A1302	ILLEGAL DUMPING <5 LBS	NTPC	365.012	3999		\$0.00
A1303	REGULATION OF OUTDOOR BURNING. (BURN BAN VIOLATION	NTPC	352.081	3999		\$0.00
A1304	VIOLATIONS OF 16 TAC 3.8	NTPC	91.002	3999		\$0.00
A1305	JUNKED VEHICLE PUBLIC NUISANCE	NTPC	683.073	3999		\$0.00
A1306	SCREENING REQUIREMENTS.	NTOS	396.021	3999		\$0.00
A1307	LOCATION OF YARD	TMNP	396.022	3999		\$0.00
A1308	OUTDOOR BURNING OF HOUSEHOLD REFUSE IN CERTAIN RES	NTPC	352.082	3999		\$0.00
A1309	SAFETY GUARDS OR FLAPS REQUIRED	TMNP	547.606	3238		\$0.00
A131	INTOXICATION MANSLAUGHTER (INVOLUNTARY MANSLAUGHTER	NTPC	49.08	3999		\$0.00
A1310	CRIMINAL MISCHIEF <=\$99	NTPC	28.03 (B)(1)	3999		\$0.00
A1311	CRIMINAL MISCHIEF >=\$100<\$750	NTPC	28.03 (B)(2)	3999		\$0.00
A1312	GRAFFITI PECUNIARY LOSS <=\$99	NTPC	28.08 (B)(1)	3999		\$0.00
A1313	GRAFFITI PECUNIARY LOSS >=\$100<\$750	NTPC	28.08 (B)(2)	3999		\$0.00
A1314	ORGANIZED RETAIL THEFT <=\$99	NTPC	31.16 (C)(1)	3999		\$0.00
A1315	ORGANIZED RETAIL THEFT >=\$100<\$750	NTPC	31.16 (C)(2)	3999		\$0.00
A1316	TRADEMARK COUNTERFEITING Å <=\$99	NTPC	32.23 (E)(1)	3999		\$0.00
A1317	TRADEMARK COUNTERFEITING >=\$100<\$750	NTPC	32.23 (E)(2)	3999		\$0.00
A1318	CREDIT CARD TRANS LAUNDERING Å <=\$99	NTPC	32.35 (E)(1)	3999		\$0.00
A1319	CREDIT CARD TRANS LAUNDERING >=\$100<\$750	NTPC	32.35 (E)(2)	3999		\$0.00
A132	OPEN CONTAINER	NTPC	49.031; 49.04(C)	3309	G2	\$581.00
A1320	ILLEGAL RECRUIT OF ATHLETE <=\$99	NTPC	32.441 (E)(1)	3999		\$0.00
A1321	ILLEGAL RECRUIT OF ATHLETE >=\$100<\$750	NTPC	32.441 (E)(2)	3999		\$0.00
A1322	SECURE EXECUTION DOC DECEPT <=\$99	NTPC	32.46 (B)(1)	3999		\$0.00
A1323	SECURE EXECUTION DOC DECEPT >=\$100<\$750	NTPC	32.46 (B)(2)	3999		\$0.00
A1324	INSURANCE FRAUD <=\$99	NTPC	35.02 (C)(1)	3999		\$0.00
A1325	INSURANCE FRAUD >=\$100<\$750	NTPC	35.02 (C)(2)	3999		\$0.00
A1326	MEDICAID FRAUD <=\$99	NTPC	35A.02 (B)(1)	3999		\$0.00
A1327	MEDICAID FRAUD =>\$100<\$750	NTPC	35A.02 (B)(2)	3999		\$0.00
A1328	ABUSE OF OFFICIAL CAPACITY <=\$99	NTPC	35A.02 (B)(1)	3999		\$0.00
A1329	ABUSE OF OFFICIAL CAPACITY >=\$100<\$750	NTPC	35A.02 (B)(2)	3999		\$0.00
A133	FOLLOWING TOO CLOSELY	TMNP	545.062(A)	3017	R1	\$284.00
A1330	VIOLATE DL RESTRICTION (G)	TMNP	521.221	3106		\$0.00

OFFENSE CODES

JUDGE CATHY RIEDEL

Code	Description	Off Type	Section	DPS	Fine	Base Fine
A1331	OVER 46,000 LBS. TANDEM (CEMENT)	TMNP		3711		\$0.00
A1332	LANE USE SIGN	TMNP	544.011	3999		\$0.00
A1333	OPERATION OF VEHICLE WITHOUT REGISTRATION INSIGNIA	TMNP		3999		\$0.00
A134	FOLLOWING TOO CLOSELY-CARAVAN	TMNP	545.062(C)	3017		\$0.00
A135	FOLLOWING TOO CLOSELY-TRUCK (OR COMBINATION)	TMNP	545.062(B)	3017		\$0.00
A136	BARRICADES: DRIVING AROUND	TMNP	472.022(A) (2)	3341		\$0.00
A137	FLASHING LIGHT OR SIGN WITHIN 1,000 FEET OF INTER	TMNP	544.006(C)	3377		\$0.00
A138	OBEYING WARNING SIGNS AND TAMPERING WITH BARRICADE	TMNP	472.022	3380		\$0.00
A139	OBSCURING OR INTERFERING WITH OFFICIAL TRAFFIC CON	TMNP		3378		\$0.00
A14	DRIVING WHILE LICENSE INVALID(DRIVING WHILE LICENS	TMNP	521.457	3101	G1	\$481.00
A140	PLACE OR MAINTAIN UNAUTHORIZED SIGN, SIGNAL OR DEV	TMNP	544.006(A)	3379		\$0.00
A141	FAIL TO DISPLAY LETTER OF ACKNOWLEDGMENT	TMNP	641.025(D) (2)	3999		\$0.00
A142	FAIL TO DISPLAY RECEIPT FOR CERTIFIED MAIL	TMNP	641.025 (D) (1)	3999		\$0.00
A143	NO COPY OF LEASE IN CAB OF LEASED MOTOR VEHICLE	TMNP	631.025(A) (1)	3999		\$0.00
A144	NO LEASE ON FILE	TMNP	641.021	3999		\$0.00
A145	NO LEASE SIGNS	TMNP	641.041; 641.042	3999		\$0.00
A146	NO LETTER OF ACKNOWLEDGMENT	TMNP	641.025	3999		\$0.00
A147	NO LETTER TRANSMITTAL	TMNP	641.025	3999		\$0.00
A148	NO RECEIPT FOR CERTIFIED MAIL	TMNP	641.025	3999		\$0.00
A149	CORONER FAIL TO REPORT TO DPS	TMNP	550.081	3353		\$0.00
A15	DRIVING WITH OUT-OF-STATE DRIVER LICENSE FOR MORE	TMNP	521.029	3999		\$0.00
A150	DISCARDING REFUSE IN COUNTY PARK	NTCO	365.033	3999		\$0.00
A151	DISPLAY TRAFFIC SIGN OR SIGNAL BEARING ADVERTISING	TMNP	544.006(B)	3354		\$0.00
A152	DISPOSING OF SOLID WASTES	NTOS	365.012	3999		\$0.00
A153	ERECT TENT, SHELTER, BOOTH OR STRUCTURE AT REST AR	TMNP	545.411(A)	3999		\$0.00
A154	EVADING ARREST	NTPC	38.04	3392		\$0.00
A155	FAIL TO COMPLY WITH REGULATIONS TRANSPORTING HAZAR	TMNP	644.151	3999		\$0.00
A156	FAIL TO DISPLAY CERTIFICATE WHEN HAULING CITRUS FR	NTOS	102.104	3999		\$0.00
A157	FAIL TO REMOVE INJURIOUS MATERIAL FROM HIGHWAY	TMNP	600.001	3356		\$0.00
A158	FAIL TO PROPERLY IDENTIFY VEHICLE HAULING CITRUS F	NTOS	102.104	3999		\$0.00
A159	FAIL TO SECURE CHILD IN SAFETY SEAT SYSTEM	TMNP	545.412	3034	C1	\$365.00
A16	ELECTRONICALLY READABLE INFORMATION ON DL:SOLD OR	NTOS	161.0825	3999		\$0.00
A160	FALSE REPORT TO PEACE OFFICER	NTPC	37.08	3999		\$0.00
A161	LITTERING / ILLEGAL DUMPING FROM VEHICLE	NTOS	HSC 365.012	3999		\$0.00
A162	JUDGE OR CLERK FAIL TO REPORT	TMNP	543.203	3357		\$0.00

OFFENSE CODES

JUDGE CATHY RIEDEL

Code	Description	Off Type	Section	DPS	Fine	Base Fine
A163	LEAVE REFUSE ON HIGHWAY(GARBAGE, RUBBISH, JUNK, E	NTOS	365.013	3358		\$0.00
A164	LEAVE UNATTENDED CHILD IN MOTOR VEHICLE	NTPC	22.1	3999		\$0.00
A165	OPERATE UNLICENSED VEHICLE STORAGE FACILITY	NTOS	OCC CH.2303	3999		\$0.00
A166	OWNER FAIL TO MARK SPECIAL MOBILE EQUIPMENT	TMNP	622.072	3999		\$0.00
A167	OWNER (PARENT OR GUARDIAN) PERMIT VIOLATION (HAZAR	TMNP	542.302	3359		\$0.00
A168	OWNER PERMIT VIOLATION (NOT HAZARDOUS)	TMNP	542.302	3360		\$0.00
A169	PASSENGER INTERFERED WITH DRIVER'S VIEW OR CONTROL	TMNP		3361		\$0.00
A17	ELECTRONICALLY READABLE INFORMATION ON DL: COMPILE	TMNP	521.126(C)	3999		\$0.00
A170	PERMIT DISPLAY OF UNAUTHORIZED TRAFFIC CONTROL DEV	TMNP	544.002(C)	3362		\$0.00
A171	PERMIT LIVESTOCK TO ROAM	NTOS	143.108	3363		\$0.00
A174	PERSON (OTHER THAN DRIVER) OPENED DOOR OR LEAVE DO	TMNP	545.418	3366		\$0.00
A175	PERSONAL PROPERTY ON ROADWAY: REIMBURSE FOR REMOVA	TMNP	545.3051	3999		\$0.00
A177	RIDE-NOT SECURED BY SAFETY BELT (WHEN REQUIRED)	TMNP	545.413(A)	3032		\$0.00
A178	RIDING IN HOUSE TRAILER	TMNP	545.419	3368		\$0.00
A179	STAY AT REST AREA LONGER THAN PERMITTED	TMNP	545.411	3999		\$0.00
A18	EMPLOYED UNLICENSED COMMERCIAL DRIVER	TMNP	521.459(B)	3355		\$0.00
A180	THROWING INJURIOUS SUBSTANCE ON HIGHWAY	NTOS	365.014	3999		\$0.00
A181	TRAFFIC-CONTROL SIGNAL PREEMPTION DEVICE: USES, SE	TMNP	544.0055	3999		\$0.00
A182	TRAIN OBSTRUCTING CROSSING	TMNP	471.007; 545.302	3369		\$0.00
A183	TRANSPORT ANIMALS WITHOUT PERMIT OR WITH FRAUDULEN	NTOS	146.008	3999		\$0.00
A184	TRANSPORT LOOSE MATERIAL, AGGREGATES: COVERED AND	TMNP	725.021(E)	3629		\$0.00
A185	TRANSPORT UNMARKED SPECIAL MOBILE EQUIPMENT(DOCUME	TMNP	622.073	3999		\$0.00
A186	TRANSPORT UNMARKED SPECIAL MOBILE EQUIPMENT(UNDOCU	TMNP	622.073	3999		\$0.00
A187	VIOLATE REGULATION BY ROADSIDE VENDOR	TMNP	285.004	3999		\$0.00
A188	WRECKER DRIVER FAILED TO REMOVE GLASS (ETC) FROM H	TMNP	600.001	3370		\$0.00
A189	BOND, MOTOR TRANSPORTATION BROKER	NTOS	646.004	3999		\$0.00
A19	EMPLOY UNAUTHORIZED SCHOOL BUS DRIVER	TMNP	521.022	3999		\$0.00
A190	FAILURE TO REGISTER VEHICLE	TMNP	645.004	3999	G2	\$181.00
A191	INSPECTION OF PREMISES (VEHICLE)	TMNP	644.151	3999		\$0.00
A192	NO LIABILITY INSURANCE: MAY DETAIN OR IMPOUND COMM	TMNP	643.104(D)	3999		\$0.00
A193	VIOLATE MOTOR CARRIER REGISTRATION	TMNP	643.253	3999		\$0.00
A194	VIOLATE MOTOR CARRIER REGULATIONS	TMNP	643.252	3999		\$0.00
A195	VIOLATE MOTOR CARRIER SAFETY STANDARDS	TMNP	644.001 ET SEQ	3999		\$0.00
A196	CARRY MOTORCYCLE PASSENGER WITHOUT APPROVED HEADGE	TMNP	661.003 (B)	3120		\$0.00

OFFENSE CODES

JUDGE CATHY RIEDEL

Code	Description	Off Type	Section	DPS	Fine	Base Fine
A197	MOTORCYCLE PASSENGER WITHOUT APPROVED HEADGEAR	TMNP	661.003(A)	3999		\$0.00
A198	OPERATE MOTORCYCLE/MOPED BY PERSON <17 WITH RESTRI	TMNP	545.424	3307		\$0.00
A199	TOO MANY RIDERS ON MOTORCYCLE	TMNP	545.416	3119		\$0.00
A2	CLUNG TO VEHICLE ON BICYCLE, COASTER, ROLLER SKATE	TMNP	551.102(D)	3502		\$0.00
A20	EXPIRED DRIVER'S LICENSE	TMNP	521.021; 521.026	3259	G2	\$217.00
A200	ILLEGAL LOAD EXTENSIONS (FRONT OR REAR)	TMNP	621.206	3283		\$0.00
A201	ILLEGAL LOAD EXTENSION TO LEFT OR RIGHT ON PASSENG	TMNP	621.201	3283		\$0.00
A202	NO VALID PERMIT-MH	TMNP	623.092	3359		\$0.00
A203	OVERHEIGHT	TMNP	621.207	3280		\$0.00
A204	OVERLENGTH COMBINATION	TMNP	621.205 (A)	3281		\$0.00
A205	OVERLENGTH-SINGLE TRAILER OPERATED WITH TRUCK TRAC	TMNP	621.205(A)	3281		\$0.00
A206	OVERLENGTH-TWIN TRAILERS OPERATED WITH TRUCK TRACT	TMNP	621.205(A)	3281		\$0.00
A207	OVERLENGTH VEHICLE (SINGLE)	TMNP	621.205(B)	3281		\$0.00
A208	OVERWIDTH(OVER 96)	TMNP	621.201(B)	3279		\$0.00
A209	OVERWIDTH (OVER 102)	TMNP	621.201(A)	3279		\$0.00
A21	FAIL TO DISPLAY COURT ORDER (OCCUPATIONAL LICENSE)	TMNP	521.253	3999		\$0.00
A210	PULL MORE THAN ONE TRAILER OR OTHER VEHICLE (WHEN	TMNP	545.409	3282		\$0.00
A211	PULL TWO TRAILERS OR VEHICLES	TMNP	621.205	3999		\$0.00
A212	VICTORIA COUNTY NAVIGATION DISTRICT: OVERWEIGHT PE	NTOS	623.23	3999		\$0.00
A213	CUT IN AFTER PASSING	TMNP	545.053	3092		\$0.00
A214	FAILED TO PASS TO LEFT SAFELY	TMNP	545.053	3022		\$0.00
A215	FAILED TO PASS TO RIGHT SAFELY	TMNP	545.057	3022		\$0.00
A216	FAILED TO STOP OR REMAIN STOPPED FOR SCHOOL BUS(SP	TMNP	545.066	3021	R1	\$614.00
A217	FAILED TO STOP FOR STREETCAR OR STOP AT WRONG LOCA	TMNP	545.202	3095		\$0.00
A218	ILLEGAL PASS ON RIGHT	TMNP	545.057	3020		\$0.00
A219	PASSED-INSUFFICIENT CLEARANCE	TMNP	545.054	3018		\$0.00
A22	FAIL TO DISPLAY DL	TMNP	521.025	3263	G2	\$181.00
A220	PASSED STREETCAR ON LEFT(IN MOTION OR STOPPED)	TMNP	545.201(A)	3094		\$0.00
A221	PASSED STREETCAR ON LEFT WITHOUT REDUCING SPEED OR	TMNP	545.201(B)	3094		\$0.00
A222	PASSED VEHICLE STOPPED FOR PEDESTRIAN	TMNP	552.003(C)	3093		\$0.00
A223	DISABLED PARKING PLACARD: SALE, POSSESSION, USE OF	TMNP	681.011	3553		\$0.00
A224	LOANED DISABLED PERSON ID CARD TO ANOTHER FOR UNLA	TMNP	681.011(D)	3999		\$0.00
A225	PARK, STAND OR STOP IN PROHIBITED AREA (SIGNS BY H	TMPK	545.303(D)	3558		\$0.00
A226	PARKED ALL NIGHT WHERE PROHIBITED	NTCO	CITY ORDINANCES	3999		\$0.00
A227	PARKED AND FAILED TO SET BRAKES	TMPK	545.404	3256		\$0.00

OFFENSE CODES

JUDGE CATHY RIEDEL

Code	Description	Off Type	Section	DPS	Fine	Base Fine
A228	PARKED AT ANGLE(WHERE NOT PERMITTED)	TMPK	545.303(C)	3560	\$0.00	\$0.00
A229	PARKED FACING TRAFFIC	TMPK	545.303(B)	3561	\$0.00	\$0.00
A23	FAIL TO REPORT CHANGE OF ADDRESS OR NAME	TMNP	521.054	3264	\$0.00	\$0.00
A230	PARKED IN BLOCK WHERE FIRE ENGINE STOPPED	TMPK	545.407(A)	3594	\$0.00	\$0.00
A231	PARKED IN PROHIBITED AREA	TMPK	545.302(C)(2)	3553	\$0.00	\$0.00
A232	PARKED ON GRADE-FAILED TO TURN WHEELS	TMPK	545.404	3255	\$0.00	\$0.00
A233	PARKED OVERTIME	NTCO	CITY ORDINANCES	3563	\$0.00	\$0.00
A234	PARKED SO AS TO BLOCK ACCESS TO CURB RAMP, AISLE A	TMNP	681.011(C)	3553	\$0.00	\$0.00
A235	PARKED A VEHICLE DISPLAYING SPECIAL DEVICE OR TEMP	TMPK	681.011(A)	3553	\$0.00	\$0.00
A237	PARKED WITHOUT LOCKING IGNITION AND/OR REMOVING KE	TMNP	545.404	3566	\$0.00	\$0.00
A238	PARKED WITHOUT STOPPING ENGINE	TMNP	545.404	3257	\$0.00	\$0.00
A239	PARKED WITH WHEELS(LEFT OR RIGHT) OVER 18 FROM CUR	TMPK		3564	\$0.00	\$0.00
A24	FALSE STATEMENT ON DL APPLICATION	TMNP	521.451(6)	3109	\$0.00	\$0.00
A240	PARKED WHERE AMBULANCE SUMMONED	TMNP	545.407(B) (2)	3594	\$0.00	\$0.00
A241	PARKED WITHIN 50 FEET OF RR CROSSING	TMPK	545.302(C) (1)	3565	\$0.00	\$0.00
A242	PARKING METER VIOLATION	TMCO	CITY ORDINANCES	3567	\$0.00	\$0.00
A243	PARKING UNLAWFULLY, UNAUTHORIZED	TMPK	545.304	3568	\$0.00	\$0.00
A244	PULLING AWAY-UNSAFE START FROM PARKED POSITION(STO	TMNP	545.402	3024	\$0.00	\$0.00
A245	STAND OR PARK IN FRONT OF PUBLIC OR PRIVATE DRIVEW	TMPK	545.302(B) (1)	3552	\$0.00	\$0.00
A246	STAND OR PARK IN PROHIBITED AREA(STANDING)	TMPK	545.302(B) (6)	3552	\$0.00	\$0.00
A247	STAND OR PARK WITHIN 15 FEET OF FIRE HYDRANT	TMPK	545.302(B) (2)	3569	\$0.00	\$0.00
A248	STAND OR PARK WITHIN 20 FEET OF CROSSWALK (AT INTE	TMPK	545.302(B) (3)	3570	\$0.00	\$0.00
A249	STAND OR PARK WITHIN 20 FEET OF DRIVEWAY OR OPPOS	TMPK	545.302(B) (5)	3571	\$0.00	\$0.00
A25	FALSE SWEARING TO OR AFFIRMING AN APPLICATION FOR	TMNP	521.456	3036	\$0.00	\$0.00
A250	STAND OR PARK WITHIN 30 FEET OF TRAFFIC CONTROL DE	TMPK	545.302(B) (4)	3572	\$0.00	\$0.00
A251	STOP, STAND OR PARK ALONGSIDE OR OPPOSITE STREET E	TMPK	545.302 (A) (6)	3550	\$0.00	\$0.00
A252	STOP, STAND OR PARK BETWEEN SAFETY ZONE AND CURB	TMPK	545.302 (A) (5)	3551	\$0.00	\$0.00
A253	STOP, STAND OR PARK-DOUBLE	TMPK	545.302(A) (1)	3284	\$0.00	\$0.00
A254	STOP, STAND OR PARK IN PROHIBITED AREA (STOPPING)	TMPK	545.302 (A) (9)	3555	\$0.00	\$0.00
A255	STOP, STAND OR PARK ON CROSSWALK	TMPK	545.302(A) (4)	3253	\$0.00	\$0.00
A256	STOP, STAND OR PARK ON A SIDEWALK	TMPK	545.302(A) (2)	3556	\$0.00	\$0.00
A257	STOP, STAND OR PARK ON MAIN TRAVELED WAY (OUTSIDE	TMPK	545.301	3026	\$0.00	\$0.00
A258	STOP, STAND OR PARK ON RAILROAD TRACK	TMPK	545.302(A) (8)	3557	\$0.00	\$0.00
A259	STOP, STAND OR PARK UPON BRIDGE OR IN TUNNEL	TMPK	545.302(A) (7)	3254	\$0.00	\$0.00
A26	FICTITIOUS DRIVER'S LICENSE IN POSSESSION	TMNP	521.451(1)	3266	\$0.00	\$0.00

OFFENSE CODES

JUDGE CATHY RIEDEL

Code	Description	Off Type	Section	DPS	Fine	Base Fine
A260	STOP, STAND OR PARK WITHIN AN INTERSECTION	TMPK	545.302 (A) (3)	3252		\$0.00
A261	UNAUTHORIZED VEHICLES: TOW TRUCK/PARKING FACILITIE	TMNP	684.085	3999		\$0.00
A262	VALET PARKING: FINANCIAL RESPONSIBILITY REQUIRED	TMNP	686.002	3999		\$0.00
A263	VALET PARKING EMPLOYEE: OPERATION OF MV WITHOUT FI	TMNP	686.002	3999		\$0.00
A264	PEDESTRIAN CROSSED BETWEEN INTERSECTIONS WHERE PRO	TMNP	552.005(B)	3517		\$0.00
A265	PEDESTRIAN DISOBEYED POLICE OFFICER	TMNP	542.501	3121		\$0.00
A266	JAYWALKING (CROSSED ROADWAY INTERSECTION DIAGONALL	TMNP	552.005(C)	3519		\$0.00
A267	NON-MOTORIZED VEHICLE(SPECIFY) ON PROHIBITED ROADW	TMNP	545.065	3520		\$0.00
A268	PEDESTRIAN ENTERING PATH OF VEHICLE	TMNP	552.003(B)	3521		\$0.00
A269	PEDESTRIAN FAILED TO YIELD ROW TO VEHICLE (WHEN OV	TMNP	552.005 (A) (2)	3522		\$0.00
A27	FORGOING OR COUNTERFEITING DL OR ID CERTIFICATE	TMNP	521.456	3999		\$0.00
A270	PEDESTRIAN FAILED TO YIELD ROW TO VEHICLE NOT AT C	TMNP	552.005(A) (1)	3523		\$0.00
A271	PEDESTRIAN ON PROHIBITED ROADWAY	TMNP	545.065	3524		\$0.00
A272	PUBLIC INTOXICATION-PEDESTRIAN (PEDESTRIAN ON OR A	NTPC	49.02	3999		\$0.00
A273	STOOD IN ROADWAY TO SOLICIT RIDE, CONTRIBUTIONS, E	TMNP	552.007(A)	3526		\$0.00
A274	STOOD ON OR NEAR STREET OR HIGHWAY TO SOLICIT GUAR	TMNP	552.007(B)	3527		\$0.00
A275	USE LEFT HALF OF CROSSWALK	TMNP	552.004	3516		\$0.00
A276	WALKED ON HIGHWAY WITH TRAFFIC (NO SIDEWALKS)	TMNP	552.006(B)	3528		\$0.00
A277	WALKED ON ROADWAY WHERE SIDEWALKS PROVIDED	TMNP	552.006(A)	3529		\$0.00
A278	ALTER CERTIFICATE OF TITLE	TMNP	501.151(A)	3652		\$0.00
A279	ALTER (CHANGE, ERASE, MUTILATE) VEHICLE IDENTIFICA	TMNP	501.151(B)	3651		\$0.00
A28	IMPROPER DRIVER'S LICENSE FOR TYPE VEHICLE (SPECIF	TMNP	521.085; 521.122	3669		\$0.00
A280	ALTER, CHANGE OR MUTILATE TRANSFER PAPERS	TMNP	520.035(B) (1)	3650		\$0.00
A281	APPLY FOR REGISTRATION WITHOUT MOTOR NUMBER	TMNP	520.011; 520.012	3653		\$0.00
A282	BUYER ACCEPTS PAPERS WHOLLY OR PARTIALLY BLANK	TMNP	520.035 (B) (1)	3654		\$0.00
A283	DEALER'S LICENSE VIOLATION	TMNP	503.094; 503.095	3655		\$0.00
A284	DISPLAY EXPIRED LICENSE PLATES	TMNP	502.404(B)	3656	G2	\$181.00
A285	DISPLAY FICTITIOUS, ALTERED, OR OBSCURED LICENSE P	TMNP	502.409	3657	G2	\$181.00
A286	DISPLAY LICENSE PLATE: ATTACHED ILLUMINATED DEVICE	TMNP	502.409(A) (6)	3658		\$0.00
A287	DISPLAY UNCLEAN LICENSE PLATE	TMNP	502.409	3658		\$0.00
A288	FAIL TO DELIVER CERTIFICATE OF TITLE AT TIME OF SA	TMNP	520.022	3659		\$0.00
A289	FAIL TO DISPLAY LICENSE RECEIPT (COMMERCIAL MOTOR	TMNP	621.501	3660		\$0.00
A29	MORE THAN ONE VALID DL IN POSSESSION	TMNP	521.451(5)	3270		\$0.00
A290	FAIL TO PRESENT RECEIPT FOR NEW MOTOR NUMBER TO TA	TMNP	520.013	3661		\$0.00
A291	FAIL TO SURRENDER CERTIFICATE OF TITLE WHEN VEHICLE	TMNP	501.091	3662		\$0.00

OFFENSE CODES

JUDGE CATHY RIEDEL

Code	Description	Off Type	Section	DPS	Fine	Base Fine
A292	FARM LICENSE VIOLATION	TMNP	502.163	3663		\$0.00
A293	NO IN-TRANSIT LICENSE	TMNP	503.023; 503.069	3664		\$0.00
A294	OPERATE VEHICLE WITH FICTITIOUS LICENSE PLATE	TMNP	502.408	3666		\$0.00
A295	OPERATE VEHICLE WITHOUT LICENSE PLATE (OR WITH ONE	TMNP	502.404	3667	G2	\$215.00
A296	OPERATE UNREGISTERED ALL TERRAIN VEHICLE	TMNP	502.406	3999		\$0.00
A297	OPERATE UNREGISTERED MOTOR VEHICLE	TMNP	502.402	3668		\$0.00
A298	OPERATE UNREGISTERED TOW TRUCK	TMNP	502.402	3999		\$0.00
A299	OPERATE WITH LICENSE FOR OTHER CLASS VEHICLE	TMNP	502.403	3669		\$0.00
A30	NO DRIVER'S LICENSE (WHEN UNLICENSED)	TMNP	521.021	3103	G1	\$231.00
A300	PLACE UNAUTHORIZED MOTOR NUMBER ON MOTOR VEHICLE	TMNP	501.151(B)	3670		\$0.00
A301	POSSESS, SELL OR OFFER FOR SALE MOTOR VEHICLE OR P	TMNP	501.158	3671		\$0.00
A303	SELL UNREGISTERED SECOND-HAND VEHICLE	TMNP	502.022	3674		\$0.00
A304	SOIL CONSERVATION EQUIPMENT OPERATED ON HIGHWAY-FA	TMNP	502.188(E)	3999		\$0.00
A305	TAX COLLECTOR REGISTER MOTOR VEHICLE WITHOUT MOTOR	TMNP	520.014	3675		\$0.00
A306	TRANSFER MOTOR VEHICLE WITH PAPERS BLANK OR PARTIA	TMNP	520.035	3676		\$0.00
A307	FAILED TO YIELD AT STOP INTERSECTION	TMNP	545.151(A); 545.153	3052	R1	\$314.00
A308	FAILED TO YIELD AT YIELD INTERSECTION	TMNP	545.151(A); 545.153	3053	R1	\$314.00
A309	FAILED TO YIELD ROW-ALLEY, PRIVATE DRIVE, BUILDING	TMNP	545.155; 545.256	3138	R1	\$314.00
A31	NO MOTOR-ASSISTED BICYCLE OPERATOR'S LICENSE (CLAS	TMNP	521.224; 521.225	3999		\$0.00
A310	FAILED TO YIELD ROW-AT OPEN INTERSECTION(SPECIFY T	TMNP	545.151	3054	R1	\$314.00
A311	FAILED TO YIELD ROW-CHANGING LANES	TMNP	545.061	3288	R1	\$314.00
A313	FAILED TO YIELD ROW ON GREEN ARROW SIGNAL	TMNP		3058	R1	\$314.00
A314	FAILED TO YIELD ROW ON GREEN SIGNAL	TMNP		3058	R1	\$314.00
A315	FAILED TO YIELD ROW TO EMERGENCY VEHICLE	TMNP	545.156; 545.204	3057	R1	\$314.00
A316	FAILED TO YIELD ROW TURNING LEFT AT INTERSECTION,A	TMNP	545.152	3055	R1	\$314.00
A317	FAILED TO YIELD ROW-TURNING ON RED SIGNAL	TMNP	544.007(D)	3287	R1	\$314.00
A318	PASSING AUTHORIZED EMERGENCY VEHICLE	TMNP	545.157	3204		\$0.00
A319	FAILED TO SIGNAL FOR STOP	TMNP	545.105	3098		\$0.00
A32	PERMIT UNLAWFUL USE OF DL (LEND TO ANOTHER)	TMNP	521.451(2)	3107		\$0.00
A320	FAILED TO SIGNAL LANE CHANGE	TMNP	545.104	3084		\$0.00
A321	FAILED TO SIGNAL REQUIRED DISTANCE BEFORE TURNING	TMNP	545.104	3097		\$0.00
A322	FAILED TO SIGNAL START FROM PARKED POSITION	TMNP	545.104	3999		\$0.00
A323	FAILED TO SIGNAL TURN (INCLUDING MOVING RIGHT OR L	TMNP	545.103; 545.104	3096		\$0.00
A324	FAILED TO SIGNAL WITH TURN INDICATOR	TMNP	545.106(B)	3096		\$0.00
A325	FAILED TO SOUND HORN-MOUNTAIN ROAD	TMNP	545.405	3113		\$0.00

OFFENSE CODES

JUDGE CATHY RIEDEL

Code	Description	Off Type	Section	DPS	Fine	Base Fine
A326	IMPROPER TURN OR STOP SIGNAL	TMNP	545.106; 545.107	3099		\$0.00
A327	IMPROPER USE OF TURN INDICATOR	TMNP	545.104	3099		\$0.00
A328	SCHOOL BUS DRIVER FAILED TO ACTIVATE ALL FLASHING	TMNP	547.701	3159		\$0.00
A329	FAIL TO CONTROL SPEED	TMNP	545.351	3050	R1	\$284.00
A33	PERMIT UNLICENSED MINOR TO DRIVE (PARENT OR GUARDI	TMNP	521.458(A)	3364		\$0.00
A330	IMPEDING TRAFFIC	TMNP	545.363	3003		\$0.00
A331	OVERSIZE/OVERWEIGHT VEHICLE PERMIT-CHAMBERS CO.: S	NTCO	623.257	3999		\$0.00
A332	PORT AUTHORITY PERMITTED VEHICLE	TMNP	623.217	3999		\$0.00
A333	RACING-DRAG RACING-ACCELERATION CONTEST	TMNP	545.42	3004		\$0.00
A334	RACING-DRAG RACING: DL SUSPENSION	TMNP	521.35	3004		\$0.00
A335	SPEED UNDER MINIMUM	TMNP	545.363	3051		\$0.00
A336	SPEEDING (EXCEED PRIMA FACIE LIMIT AT TIME AND PLA	TMNP	545.351; 545.352	3001		\$0.00
A337	SPEEDING-BEACH AREA	TMNP	545.352(B) (5)	3001		\$0.00
A338	SPEEDING-MOBILE HOME	TMNP	623.102	3039		\$0.00
A339	SPEEDING MOTOR-DRIVEN CYCLE (OVER 35)	TMNP	545.361	3586		\$0.00
A34	PERMIT UNLICENSED PERSON TO DRIVE (ALL EXCEPT PARE	TMNP	521.458(B)	3365		\$0.00
A340	SPEEDING-ZONED	TMNP		3586		\$0.00
A341	SPEEDING-ZONED (INCLEMENT WEATHER, SIGNS POSTED)	TMNP	545.353	3001		\$0.00
A342	SPEEDING-10 M.P.H. MAXIMUM FOR SOLID TIRE	TMNP	545.361	3001		\$0.00
A343	UNSAFE SPEED	TMNP	545.351	3002		\$0.00
A344	CAB, FAILURE TO MAINTAIN CARD	NTOS	643.253	3999		\$0.00
A345	CHARGES FEE GREATER THAN AUTHORIZED	NTOS	643.253(D)	3999		\$0.00
A346	FAILURE TO MAINTAIN INSURANCE	TMNP	643.253	3049	G2	\$341.00
A347	FAILURE TO REGISTER VEHICLE CORRECTLY	TMNP	643.253	3999	G2	\$181.00
A348	FAIL TO YIELD RIGHT OF WAY TO PEDESTRIAN-GREEN ARR	TMNP	552.001(B)	3114	R1	\$181.00
A349	DISREGARD PEDESTRIAN CONTROL SIGNAL	TMNP	552.002	3582		\$0.00
A35	PRESENT DL ISSUED TO ANOTHER PERSON	TMNP	521.451(3)	3111		\$0.00
A350	PEDESTRIAN DISREGARDED RED SIGNAL AT REGULAR TRAFF	TMNP	552.001(C)	3583		\$0.00
A351	PEDESTRIAN DISREGARDED YELLOW SIGNAL AT REGULAR TR	TMNP	552.001(C)	3584		\$0.00
A353	CHANGED LANE WHEN UNSAFE	TMNP	545.06	3009	R1	\$314.00
A354	DISREGARDED FLASHING RED SIGNAL(AT STOP SIGN, ETC)	TMNP	544.008	3067	R1	\$314.00
A355	DISREGARDED FLASHING YELLOW SIGNAL	TMNP	544.008	3008		\$0.00
A356	DISREGARDED LANE CONTROL SIGNAL	TMNP	544.009	3069		\$0.00
A357	DISREGARDED NO LANE CHANGE DEVICE	TMNP	545.06	3071		\$0.00
A358	DISREGARDED NO PASSING ZONE	TMNP	545.055	3019	R1	\$284.00

OFFENSE CODES

JUDGE CATHY RIEDEL

Code	Description	Off Type	Section	DPS	Fine	Base Fine
A359	DISREGARDED OFFICIAL TRAFFIC CONTROL DEVICE	TMNP	544.004	3059	R1	\$314.00
A36	PURCHASE OF ALCOHOL FOR MINOR OR FURNISHING ALCOHO	TMNP	521.351	3999		\$0.00
A360	DISREGARDED RR CROSSING GATE OR FLAGMAN	TMNP	545.251	3073		\$0.00
A361	DISREGARDED RED LIGHT (TRAFFIC SIGNAL)	TMNP	544.007(D)	3007	R1	\$314.00
A362	DISREGARDED SIGNAL AT RR CROSSING	TMNP	545.251	3072		\$0.00
A365	DISREGARD STOP SIGN	TMNP	545.151	3006	R1	\$314.00
A366	DISREGARDS WARNING SIGNS OR BARRICADES	TMNP	472.022	3342		\$0.00
A367	DROVE THROUGH SAFETY ZONE	TMNP	545.403	3066		\$0.00
A368	FAILED TO DRIVE IN SINGLE LANE	TMNP	545.06	3070		\$0.00
A369	FAILED TO STOP AT DESIGNATED POINT AT STOP SIGN	TMNP	544.01	3060	R1	\$314.00
A370	FAILED TO STOP AT DESIGNATED POINT AT YIELD SIGN	TMNP	544.01	3061		\$0.00
A371	FAILED TO STOP AT MARKED RR CROSSING	TMNP	545.252	3074		\$0.00
A372	FAILED TO STOP AT PROPER PLACE AT TRAFFIC LIGHT	TMNP	544.007(D)	3063		\$0.00
A373	FAILED TO STOP AT PROPER PLACE-FLASHING RED SIGNAL	TMNP	544.008	3068		\$0.00
A374	FAILED TO STOP AT PROPER PLACE-NOT AN INTERSECTION	TMNP	544.007(G)	3064		\$0.00
A375	HEAVY EQUIPMENT DISREGARDED SIGNAL OF APPROACHING	TMNP	545.255	3075		\$0.00
A376	LACK OF CAUTION ON GREEN ARROW SIGNAL	TMNP	544.007(C)	3062		\$0.00
A377	CROSSING FIRE HOSE WITHOUT PERMISSION	TMNP	545.205; 545.408	3589		\$0.00
A378	DRIVE INTO BLOCK WHERE FIRE ENGINE STOPPED	TMNP	545.407	3590		\$0.00
A379	DRIVE WHERE AMBULANCE SUMMONED	TMNP	545.407	3591		\$0.00
A38	REFUSE TO SURRENDER; RETURN DRIVER LICENSE-SUSPEND	TMNP	521.315; 521.451(4)	3143		\$0.00
A380	FAIL TO COMPLY WITH REQUIREMENTS ON STRIKING FIXTU	TMNP	550.025	3273		\$0.00
A381	FAIL TO COMPLY WITH REQUIREMENTS ON STRIKING UNATT	TMNP	550.024	3272		\$0.00
A382	FAIL TO COVER LOAD TO PREVENT SPILLAGE	TMNP	725.021	3629		\$0.00
A383	FAIL TO MAKE WRITTEN REPORT OF ACCIDENT	TMNP	550.061	3331		\$0.00
A384	FAIL TO REPORT ACCIDENT-S/R (UNDER S/R LAWS AS REQ	TMNP	601.004	3286		\$0.00
A385	FAIL TO REPORT INJURY ACCIDENT AT ONCE(TO PROPER A	TMNP	550.026	3330		\$0.00
A386	FAIL TO STOP AND RENDER AID AFTER TRAIN ACCIDENT	NTOS	VCS 6419B	3999		\$0.00
A387	FAIL TO STOP AND RENDER AID-FELONY	TMNP	550.021	3999		\$0.00
A388	FAIL TO STOP AND RENDER AID-MISDEMEANOR	TMNP	550.022	3045		\$0.00
A389	FAIL TO SURRENDER LICENSE PLATES AND/OR DL-S/R (UN	TMNP	601.373	3332		\$0.00
A39	RENT MOTOR VEHICLE TO UNLICENSED PERSON	TMNP	521.46	3367		\$0.00
A390	FAILURE TO APPEAR (TRAFFIC)	TMNP	543.009	3333	G2	\$581.00
A391	FAILURE TO REMOVE DRIVEABLE VEHICLE AFTER ACCIDENT	NTOS	550.022(C-1)	3999		\$0.00
A392	FOLLOWING AMBULANCE	TMNP	545.407	3591		\$0.00

OFFENSE CODES

JUDGE CATHY RIEDEL

Code	Description	Off Type	Section	DPS	Fine	Base Fine
A393	FOLLOWING FIRE APPARATUS	TMNP	623.105; 545.407	3591		\$0.00
A394	MOBILE HOME: COMPENSATION FOR UNLAWFUL MOVEMENT	NTOS	623.105	3999		\$0.00
A395	MODIFIED OR WEIGHTED MOTOR VEHICLE	TMNP	727.001	3592		\$0.00
A396	NO ESCORT VEHICLE-MOBILE HOME	TMNP	623.099	3999		\$0.00
A397	NO LIABILITY INSURANCE	TMNP	601.191	3049	G2	\$341.00
A398	NO LIABILITY INSURANCE AS REQUIRED-MOBILE HOME	TMNP	623.103	3999		\$0.00
A399	NO RED FLAGS-ESCORT-MOBILE HOME	TMNP	623.099	3999		\$0.00
A4	FAILURE TO KEEP BICYCLE ON RIGHT SIDE OF ROADWAY	TMNP	551.103(A)	3503		\$0.00
A40	SELL, MANUFACTURE, DISTRIBUTE, OR POSSESS FICTITIO	TMNP	521.453, 521.451(1)	3146		\$0.00
A400	NO WIDE LOAD SIGNS-MOBILE HOME	TMNP	623.099	3999		\$0.00
A402	OBSTRUCTING RAILWAY CROSSING	TMNP	471.007	3999		\$0.00
A403	OPERATION MOTOR VEHICLE PROTECTED FRESHWATER AREA	NTOS	90.002	3999		\$0.00
A404	OVERCROWDED SCHOOL BUS	TMNP	750.001	3593		\$0.00
A408	TRANSPONDER, INSUFFICIENTLY FUNDED: SEIZURE BY PEA	TMNP	284.213(B)	3999		\$0.00
A409	UNNECESSARY USE OF HORN	TMNP	547.501	3225		\$0.00
A41	SURCHARGE ON DL VIOLATION, FAILURE TO PAY	TMNP	708.152	3999		\$0.00
A410	WRONG USE OF SCHOOL BUS SIGNAL	TMNP	547.701	3595		\$0.00
A411	VIOLATE PROMISE TO APPEAR	TMNP	543.009	3333	VP	\$306.00
A412	CUT ACROSS DRIVEWAY(SIDEWALK, PARKING LOT,BUSINESS	TMNP	545.423	3081		\$0.00
A413	CUT CORNER LEFT TURN	TMNP	545.101	3013		\$0.00
A414	DISREGARD TURN MARKS AT INTERSECTION	TMNP	545.101	3078		\$0.00
A415	MADE U-TURN ON CURVE OR HILL	TMNP	545.102	3079		\$0.00
A416	TURNED ACROSS DIVIDING SECTION	TMNP	545.063	3028		\$0.00
A417	TURNED FROM WRONG LANE	TMNP	545.101	3014	R1	\$314.00
A418	TURNED WHEN UNSAFE	TMNP	545.103	3080	R1	\$284.00
A419	OPERATE ALL-TERRAIN VEHICLE ON PUBLIC STREET, ROAD	TMNP	663.037	3999		\$0.00
A42	OPERATE MOTOR VEHICLE WITH RESTRICTIONS: INCLUDING	TMNP	545.424	3307		\$0.00
A420	OPERATE ALL-TERRAIN VEHICLE WITHOUT SAFETY CERTIFI	TMNP	663.031; 663.032	3999		\$0.00
A421	OPERATE ALL-TERRAIN VEHICLE WITH PASSENGER ON PUBL	TMNP	663.036	3999		\$0.00
A422	OPERATE ALL-TERRAIN VEHICLE WITHOUT SAFETY HELMET	TMNP	663.034	3999		\$0.00
A423	OPERATE OR EQUIP ALL-TERRAIN VEHICLE WITH MODIFIED	TMNP	663.033	3999		\$0.00
A424	BRAKES IMPROPERLY ADJUSTED	TMNP	547.402	3219		\$0.00
A425	BRAKES NOT MAINTAINED IN GOOD WORKING ORDER	TMNP	547.402	3213	R2	\$184.00
A426	BRAKES NOT ON ALL WHEELS(WHEN REQUIRED)	TMNP	547.401	3215		\$0.00
A427	BRAKES NOT ON ALL WHEELS-MOTORCYCLE	TMNP	547.802	3215		\$0.00

OFFENSE CODES

JUDGE CATHY RIEDEL

Code	Description	Off Type	Section	DPS	Fine	Base Fine
A428	DEFECTIVE AIR-BRAKE RESERVOIR	TMNP	547.406	3220	\$0.00	\$0.00
A429	DEFECTIVE (OR NO) AUTOMATIC BRAKE APPLICATION ON B	TMNP	547.405	3216	\$0.00	\$0.00
A43	USE OF ILLEGAL DL OR ID CERTIFICATE	TMNP	521.455	3037	\$0.00	\$0.00
A430	DEFECTIVE BRAKES-MOTORCYCLE OR MOTOR-DRIVEN CYCLE	TMNP	547.408	3999	\$0.00	\$0.00
A431	DEFECTIVE BRAKES(OR NO BRAKES) ON MOTOR VEHICLE, (TMNP	547.401	3213	\$0.00	\$0.00
A432	INADEQUATE AIR BRAKE RESERVIOR	TMNP	547.506(A)	3999	\$0.00	\$0.00
A433	INADEQUATE RESERVOIR SAFEGUARD(AIR OR VACUUM BRAKE	TMNP	547.406(B)	3220	\$0.00	\$0.00
A434	INADEQUATE VACUUM BRAKE RESERVOIR	TMNP	547.406(B)	3220	\$0.00	\$0.00
A435	NO AUTOMATIC BRAKE APPLICATION ON BREAKAWAY (TRAIL	TMNP	547.405	3216	\$0.00	\$0.00
A436	NO PARKING BRAKES(OR DEFECTIVE PARKING BRAKES)	TMNP	547.404	3214	\$0.00	\$0.00
A437	NO SINGLE CONTROL TO OPERATE ALL BRAKES	TMNP	547.402; 547.403	3219	\$0.00	\$0.00
A438	NO TWO MEANS OF EMERGENCY BRAKE OPERATION (AIR BRA	TMNP	547.405(A)	3218	\$0.00	\$0.00
A439	NO WARNING DEVICES ON BRAKES(OTHER THAN GAUGES WHE	TMNP	547.407(C)	3999	\$0.00	\$0.00
A44	VIOLATE DL RESTRICTION	TMNP	521.221(C)	3106	\$0.00	\$0.00
A440	NO WARNING SIGNAL (OTHER THAN PRESSURE GAUGE) OR D	TMNP	547.407(A)	3999	\$0.00	\$0.00
A441	NO WARNING SIGNAL (OTHER THAN VACUUM GAUGE) OR DEF	TMNP	547.407(B)	3999	\$0.00	\$0.00
A442	TRACTOR BRAKES NOT PROTECTED (IN CASE OF BREAKAWAY	TMNP	547.405	3217	\$0.00	\$0.00
A443	CLEARANCE (OR SIDE MAKERS) IMPROPERLY MOUNTED	TMNP	547.354	3179	\$0.00	\$0.00
A444	DEFECTIVE HEAD LAMP(S)	TMNP	547.321; 547.302	3162	\$0.00	\$0.00
A445	DEFECTIVE HEAD LAMP ON MOTORCYCLE (OR MOTOR-DRIVEN	TMNP	547.801	3166	\$0.00	\$0.00
A446	DEFECTIVE LAMP(S)-REFLECTOR(S) ON FARM OR OTHER EQ	TMNP	547.371	3602	\$0.00	\$0.00
A447	DEFECTIVE PARKING LAMP(S)	TMNP	547.383	3174	\$0.00	\$0.00
A448	DEFECTIVE STOP LAMP(S)	TMNP	547.323	3170	\$0.00	\$0.00
A449	DEFECTIVE TAIL LAMP(S)	TMNP	547.322	3274	\$0.00	\$0.00
A45	VIOLATE DL RESTRICTION ON OCCUPATIONAL LICENSE	TMNP	521.253	3285	\$0.00	\$0.00
A450	DEFECTIVE TURN SIGNAL LAMP(S)	TMNP	547.324	3172	\$0.00	\$0.00
A451	FEDERAL STANDARD COMPLIANCE	TMNP	547.3215	3999	\$0.00	\$0.00
A452	HAZARD LAMPS, PUBLIC TRANSPORTATION	TMNP	547.7011	3999	\$0.00	\$0.00
A453	HEAD LAMP IMPROPERLY LOCATED ON MOTORCYCLE	TMNP	547.801	3166	\$0.00	\$0.00
A454	IMPROPER FLASHING LIGHTS	TMNP	547.702(C)	3999	\$0.00	\$0.00
A455	IMPROPER HEADLAMP ON MOTOR-DRIVEN CYCLE	TMNP	547.801	3999	\$0.00	\$0.00
A456	IMPROPER USE OF BACK-UP LAMPS	TMNP	547.332	3175	\$0.00	\$0.00
A457	IMPROPERLY DIRECTED LAMP(S) (OVER 300 CANDLEPOWER	TMNP	547.305	3163	\$0.00	\$0.00
A458	IMPROPERLY MOUNTED ROTATING BEACON-MH	TMNP	623.098	3999	\$0.00	\$0.00
A459	IMPROPERLY MOUNTED ROTATING BEACON-TOWING VEHICLE-	TMNP	623.098	3999	\$0.00	\$0.00

OFFENSE CODES

JUDGE CATHY RIEDEL

Code	Description	Off Type	Section	DPS	Fine	Base Fine
A46	AGGRAVATED ASSAULT WITH MOTOR VEHICLE	NTPC	22.02	3999		\$0.00
A460	NO AMBER ROTATING BEACON-MH	TMNP	623.098	3999		\$0.00
A461	NO AMBER ROTATING BEACON-TOWING VEHICLE-MH	TMNP	623.098	3999		\$0.00
A462	NO BEAM INDICATOR	TMNP	547.333	3164		\$0.00
A463	NO CLEARANCE LAMP(S) (IDENTIFICATION OR SIDE MARKE	TMNP	547.352	3177		\$0.00
A464	NO ELECTRIC TURN SIGNAL LAMPS	TMNP	547.324	3172		\$0.00
A465	NO HEAD LAMP(S) ON MOTORCYCLE OR MOTOR-DRIVEN CYCL	TMNP	547.801	3999		\$0.00
A466	NO HEAD LAMP(S) (WHEN NOT EQUIPPED)	TMNP	547.321	3161		\$0.00
A467	NO LAMP(S) OR REFLECTOR(S) ON FARM OR OTHER EQUIPM	TMNP	547.371	3602		\$0.00
A468	NO LICENSE PLATE LAMP ON MOTORCYCLE (OR MOTOR-DRIV	TMNP	547.801	3999		\$0.00
A469	NO LICENSE PLATE LIGHT	TMNP	547.322	3274		\$0.00
A47	ALCOHOLIC BEVERAGE: POSSESSION OF IN MOTOR VEHICLE	NTOS	49.031	3999		\$0.00
A470	NO LIGHT(S) (FRONT, REAR) ON ANIMAL-DRAWN VEHICLE (TMNP	547.326	3603		\$0.00
A471	NO MULTIPLE-BEAM ROAD LIGHTING EQUIPMENT	TMNP	547.333	3154		\$0.00
A472	NO MULTIPLE-BEAM ROAD LIGHTING EQUIPMENT(OR DEFECT	TMNP	547.801	3154		\$0.00
A473	NO PARKING LAMPS	TMNP	547.383	3173		\$0.00
A474	NO PARKING LAMPS-MH	TMNP	623.102	3173		\$0.00
A475	NO REFLECTOR(S) ON REAR	TMNP	547.325	3176		\$0.00
A476	NO REFLECTOR(S) ON REAR OF MOTORCYCLE (OR MOTOR-DR	TMNP	547.801	3999		\$0.00
A477	NO REFLECTOR(S) ON SIDE-AT OR NEAR FRONT, REAR, CE	TMNP	547.352	3176		\$0.00
A478	NO STOP LAMPS	TMNP	547.323	3169		\$0.00
A479	NO STOP LAMPS-MH	TMNP	623.102	3999		\$0.00
A48	ALLOW DANGEROUS DRIVER TO BORROW VEHICLE	TMNP	705.001	3999		\$0.00
A480	NO STOP LAMPS ON MOTORCYCLE (OR MOTOR-DRIVEN CYCLE	TMNP	547.801	3999		\$0.00
A481	NO TAIL LAMP ON MOTORCYCLE(OR MOTOR-DRIVEN CYCLE)	TMNP	547.801	3166		\$0.00
A482	NO TAIL LAMPS (WHEN NOT EQUIPPED)	TMNP	547.322	3167		\$0.00
A483	NO TURN SIGNAL LAMPS-WHEN REQUIRED (VEHICLE NOT EQ	TMNP	545.106	3171		\$0.00
A484	NO TURN SIGNAL LAMPS-L/R-MH	TMNP	623.102	3999	R1	\$534.00
A485	NO VEHICULAR HAZARD WARNING LIGHTS ON FARM TRACTOR	TMNP	547.371	3604		\$0.00
A486	RED LIGHTS ON FRONT	TMNP	547.305	3276		\$0.00
A487	REFLECTORS, CLEARANCE LIGHTS, IDENTIFICATION LAMPS	TMNP	545.419	3191		\$0.00
A489	REFLECTORS IMPROPERLY MOUNTED (TOO HIGH, TOO LOW,	TMNP	547.325	3178		\$0.00
A49	ASSAULT WITH MOTOR VEHICLE	NTPC	22.01	3999		\$0.00
A490	REFLECTORS IMPROPERLY MOUNTED-SIDE (TOO HIGH, TOO	TMNP	547.354	3178		\$0.00
A491	SELL MOTOR VEHICLE WITH OVERLAY PLACE ON CENTER HI	TMNP	35.46	3999		\$0.00

OFFENSE CODES

JUDGE CATHY RIEDEL

Code	Description	Off Type	Section	DPS	Fine	Base Fine
A492	TAIL LAMP IMPROPERLY LOCATED ON MOTORCYCLE (OR MOT	TMNP	547.801	3999		\$0.00
A493	TAIL LAMP(S) IMPROPERLY LOCATED (TOO HIGH, TOO LOW	TMNP	547.322	3167		\$0.00
A494	UNAUTHORIZED USE OF FLASHING RED, WHITE, OR BLUE L	TMNP	547.305	3277		\$0.00
A495	WRONG COLOR CLEARANCE LAMPS, SIDE MARKER LAMPS, ID	TMNP	547.353	3180		\$0.00
A496	WRONG COLOR STOP LIGHT, LICENSE PLATE LIGHT, BACK-	TMNP		3184		\$0.00
A497	AFFIX UNAUTHORIZED SUNSCREENING DEVICE TO MOTOR VE	TMNP	547.613(A) (2)	3334		\$0.00
A498	ALLOWED VEHICLE EQUIPPED IN VIOLATION OF UNIFORM A	TMNP	547.004	3999		\$0.00
A499	ALLOWED VEHICLE IN UNSAFE CONDITION TO BE MOVED OR	TMNP	547.004	3627		\$0.00
A5	FAILURE TO RIDE IN SINGLE LANE WHEN RIDING TWO ABR	TMNP	551.103(C)	3510		\$0.00
A50	BACKED SO AS TO INTERFERE OR WITHOUT SAFETY	TMNP	545.415(A)	3316		\$0.00
A500	ALLOWED VEHICLE NOT EQUIPPED WITH REQUIRING EQUIPM	TMNP	547.004	3627		\$0.00
A501	DEFECTIVE EXHAUST EMISSION SYSTEM (EQUIPPED BUT NO	TMNP	547.605	3229	G2	\$181.66
A502	DEFECTIVE SAFETY GLAZING MATERIAL	TMNP	547.608	3234		\$0.00
A503	DEFECTIVE (NO) WINDSHIELD WIPER	TMNP	547.603	3232		\$0.00
A504	DROVE VEHICLE EQUIPPED IN VIOLATION OF UNIFORM ACT	TMNP	547.004	3999		\$0.00
A505	DROVE VEHICLE IN UNSAFE CONDITION (SO AS TO ENDANG	TMNP	547.004	3999		\$0.00
A506	DROVE VEHICLE NOT EQUIPPED WITH REQUIRED EQUIPMENT	TMNP	547.004	3999		\$0.00
A507	EMBLEM IMPROPERLY MOUNTED (TOO HIGH, TOO LOW, ETC)	TMNP	547.703	3236		\$0.00
A508	EMBLEM NOT CLEAN(OR REFLECTIVE) CONDITION	TMNP	547.703	3236		\$0.00
A509	EQUIPPED WITH UNAUTHORIZED SIREN, WHISTLE OR BELL	TMNP	547.501	3226		\$0.00
A51	BACKED UPON SHOULDER OR ROADWAY OF CONTROLLED ACCE	TMNP	545.515(B)	3316		\$0.00
A510	FAIL TO COMPLY WITH REGULATIONS-TRANSPORTING HAZAR	TMNP	644.151	3999		\$0.00
A512	HORN VIOLATION (NO HORN OR DEFECTIVE; SPECIFY)	TMNP	547.501	3225		\$0.00
A513	IMPROPER IDENTIFYING MARKINGS-COMMERCIAL VEHICLE	TMNP	642.002	3999		\$0.00
A514	IMPROPER MUD FLAPS (TOO SHORT, ETC.)	TMNP	547.606	3238		\$0.00
A515	IMPROPER USE OF EMBLEM	TMNP	547.005	3999		\$0.00
A516	IMPROPERLY SECURED TAILGATE	TMNP	725.021	3622		\$0.00
A517	INADEQUATE BED(SIDEBOARDS, FRONT OR REAR PANEL; SP	TMNP	725.021	3623		\$0.00
A518	INADEQUATE (OR DEFECTIVE) BED(ESCAPING LOOSE MATER	TMNP	725.021	3623		\$0.00
A519	LOOSE MATERIAL NOT REMOVED (FROM NON-LOAD CARRYING	TMNP	725.022	3625		\$0.00
A52	BUS FAILED TO STOP AT RR CROSSING	TMNP	545.253	3132		\$0.00
A520	LOOSE MATERIAL NOT REMOVED (FROM NON-LOAD CARRYING	TMNP	725.022	3626		\$0.00
A521	MIRROR VIOLATION (NONE OR IMPROPERLY LOCATED; SPEC	TMNP	547.602; 547.701	3230		\$0.00
A522	MUFFLER VIOLATION (NONE, DEFECTIVE, LOUD, CUT-OUT,	TMNP	547.604	3227		\$0.00
A523	NO CRANKCASE EMISSION SYSTEM	TMNP	547.605	3229		\$0.00

OFFENSE CODES

JUDGE CATHY RIEDEL

Code	Description	Off Type	Section	DPS	Fine	Base Fine
A524	NO EXHAUST EMISSION SYSTEM (ORIGINALLY EQUIPPED BU	TMNP	547.605	3228		\$0.00
A525	NO FLAG ON PROJECTING LOAD (TO REAR OR SIDE; SPECI	TMNP	547.382	3224		\$0.00
A526	NO FRONT SEAT BELTS (WHEN REQUIRED)	TMNP	547.601	3251	R2	\$164.00
A527	NO IDENTIFYING MARKINGS-COMMERCIAL VEHICLE	TMNP	642.002	3999		\$0.00
A528	NO LAMP(S) ON PROJECTING LOAD (TO SIDE) AT NIGHT	TMNP	547.382	3223		\$0.00
A529	NO LAMP(S) OR REFLECTOR(S)) ON PROJECTING LOAD (TO	TMNP	547.382	3223		\$0.00
A53	BUS SHIFTING GEARS WHILE CROSSING RR TRACK	TMNP	545.253(B)	3133		\$0.00
A530	NO MUD FLAPS	TMNP	547.606	3238		\$0.00
A531	NO PLACARD-OR OTHER MARKING AS REQUIRED	TMNP	644.151	3999		\$0.00
A532	NO SAFETY BELTS	TMNP	547.601	3251		\$0.00
A533	NO SLOW-MOVING VEHICLE EMBLEM(OF APPROVED TYPE)	TMNP	547.703	3236		\$0.00
A534	NO WINDSHIELD WIPER	TMNP	547.603	3232		\$0.00
A536	OBSTRUCTED VIEW THROUGH WINDSHIELD (SIDE OR REAR W	TMNP	547.613	3231		\$0.00
A537	OPERATE VEHICLE WITH UNAPPROVED SUNSCREENING DEVIC	TMNP	547.613(A) (1)	3334		\$0.00
A538	SLOW-MOVING VEHICLE EMBLEM NOT IN CLEAN (OR REFLEC	TMNP	547.703	3236		\$0.00
A539	TELEVISION RECEIVER, VIDEO EQUIPMENT IMPROPERLY LO	TMNP	547.611	3250		\$0.00
A54	COASTING (ANY VEHICLE, IN NEUTRAL)	TMNP	545.406(A)	3194		\$0.00
A540	UNSAFE AIR CONDITIONER EQUIPMENT	TMNP		3239		\$0.00
A541	VEHICLE WITH DEFECTIVE REQUIRED EQUIPMENT (OR IN U	TMNP		3999		\$0.00
A542	WARNING DEVICES NOT INSTALLED-OR DEFECTIVE (FLARES	TMNP	547.502; 547.001	3235		\$0.00
A543	CAUSE OR PERMIT DISPLAY FICTITIOUS INSPECTION CERT	TMNP	548.004; 548.502	3205		\$0.00
A544	DISPLAY FICTITIOUS INSPECTION CERTIFICATE	TMNP	548.004; 548.502	3205		\$0.00
A545	DISPLAY INSPECTION CERTIFICATE ISSUED FOR ANOTHER	TMNP	548.004; 548.502	3999		\$0.00
A546	DISPLAY INSPECTION CERTIFICATE ISSUED WITHOUT INSP	TMNP		3999		\$0.00
A547	FAILED TO CONCEAL SIGNS ON SCHOOL BUS	TMNP	34.002	3611		\$0.00
A548	FIRE EXTINGUISHER VIOLATION-HAZARDOUS MATERIALS(NO	TMNP	644.151	3278		\$0.00
A549	ILLEGAL CLEATS	TMNP	547.612	3612		\$0.00
A55	COASTING (TRUCK, TRUCK TRACTOR, OR BUS; SPECIFY) W	TMNP	545.406(B)	3194		\$0.00
A550	ILLEGAL USE OF METAL TIRES	TMNP	547.612	3613		\$0.00
A551	IMPROPER SIGNS ON SCHOOL BUS	NTOS	34.002	3614		\$0.00
A552	NO FIRE EXTINGUISHER-BUS	TMNP	547.607	3278		\$0.00
A553	NO FIRE EXTINGUISHER-SCHOOL BUS	TMNP	547.607	3278		\$0.00
A554	NO FIRE EXTINGUISHER-TAXICAB	TMNP	547.607	3278		\$0.00
A555	NO SIGNS ON SCHOOL BUS(APPLICABLE TO FRONT AND REA	NTOS	34.002	3615		\$0.00
A556	NO VALID INSPECTION CERTIFICATE	TMNP	548.601; 548.605	3999		\$0.00

OFFENSE CODES

JUDGE CATHY RIEDEL

Code	Description	Off Type	Section	DPS	Fine	Base Fine
A557	PLACED(OR CAUSE TO BE PLACED) INSPECTION CERTIFICA	TMNP	548.603; 547.614(B)	3205		\$0.00
A558	USE EQUIPMENT NOT APPROVED (HEAD LAMP, SIGNAL LAMP	TMNP	547.101; 547.201	3628		\$0.00
A559	FAILED TO USE DUE CARE FOR PEDESTRIANS	TMNP	552.008	3117		\$0.00
A56	CRIMINALLY NEGLIGENT HOMICIDE WITH MOTOR VEHICLE	NTPC	19.05	3999		\$0.00
A560	FAILED TO YIELD FOR BLIND(OR INCAPACITATED) PERSON	TMNP	121.007	3118		\$0.00
A561	FAILED TO YIELD ROW TO PEDESTRIAN AT SIGNAL INTERS	TMNP	552.002	3114	R1	\$314.00
A562	FAILED TO YIELD ROW TO PEDESTRIAN (GREEN ARROW SIG	TMNP	544.007; 552.001	3114	R1	\$314.00
A563	FAILED TO YIELD ROW TO PEDESTRIAN IN CROSSWALK-NO	TMNP	552.003	3116	R1	\$314.00
A564	FAILED TO YIELD ROW TO PEDESTRIAN IN CROSSWALK-OTH	TMNP	552.003	3116	R1	\$314.00
A565	FAILED TO YIELD ROW TO PEDESTRIAN ON SIDEWALK(VEHI	TMNP	552.006	3115	R1	\$314.00
A566	FAIL TO YIELD ROW TO PEDESTRIAN (TURNING RIGHT OR	TMNP	544.007; 552.001	3114	R1	\$314.00
A567	AID AND ABET (USE WEIGHT ARREST TITLE)-15% OR OVER	TMNP	621.503	3716		\$0.00
A568	AID AND ABET (USE WEIGHT ARREST TITLE)- UNDER 15%	TMNP	621.503	3717		\$0.00
A569	FAILURE TO CARRY COPY OF BOND IN VEHICLE	TMNP		3999		\$0.00
A57	CROSSED RR WITH HEAVY EQUIPMENT WITHOUT NOTICE	TMNP	545.255(B)	3136		\$0.00
A570	FAILURE TO MAINTAIN WEIGHT RECORD AS LISTED UNDER	TMNP	621.509	3999		\$0.00
A571	OVER AXLE LOAD (RECYCLABLE MATERIALS TRANSPORT)	TMNP	622.136	3999		\$0.00
A572	OVER AXLE LOAD (ZONED _____)	TMNP		3708		\$0.00
A573	OVER GROSS WEIGHT	TMNP		3702		\$0.00
A574	OVER GROSS WEIGHT (CEMENT)	TMNP	502.151; 621.101	3702		\$0.00
A575	OVER GROSS WEIGHT (GROUP OF AXLES)	TMNP	502.151; 621.101	3715		\$0.00
A576	OVER GROSS (ZONED)	TMNP		3707		\$0.00
A577	OVER PERMISSABLE WHEEL WEIGHT	TMNP	502.151; 621.101	3705		\$0.00
A578	OVER TANDEM LOAD (ZONED _____)	TMNP		3709		\$0.00
A579	OVER 20,000 LBS. AXLE	TMNP	502.151; 621.101	3703		\$0.00
A58	CROSSED RR WITH HEAVY EQUIPMENT WITHOUT STOP OR SA	TMNP	545.255(C)	3137		\$0.00
A580	OVER 34,000 LBS. TANDEM AXLE	TMNP	502.151; 621.101	3706		\$0.00
A581	OVER 44,000 LBS. TANDEM (CEMENT)	TMNP		3711		\$0.00
A582	OVER 44,000 LBS. TANDEM (SOLID WASTE)	TMNP		3713		\$0.00
A583	OVER 64,000 LBS. GROSS WEIGHT (CEMENT)	TMNP		3712		\$0.00
A584	OVER 64,000 LBS. GROSS WEIGHT (SOLID WASTE)	TMNP		3714		\$0.00
A587	TOW TRUCKS-PERMIT NOT REQUIRED TO EXCEED WEIGHT LI	TMNP	622.954	3999		\$0.00
A588	DROVE IN CENTER LANE (NOT PASSING OR NOT MAKING LE	TMNP	545.06	3089	R1	\$284.00
A589	DROVE ON WRONG SIDE DIVIDED HIGHWAY	TMNP	545.063	3088		\$0.00
A59	DISREGARD POLICE OFFICER	TMNP	542.501(1)	3121		\$0.00

OFFENSE CODES

JUDGE CATHY RIEDEL

Code	Description	Off Type	Section	DPS	Fine	Base Fine
A590	DROVE ON WRONG SIDE OF ROAD APPROACHING BRIDGE (VI	TMNP	545.055; 545.056	3015		\$0.00
A591	DROVE ON WRONG SIDE OF ROAD APPROACHING (OR TRAVER	TMNP	545.055; 545.056	3015		\$0.00
A592	DROVE ON WRONG SIDE OF ROAD AWAITING ACCESS TO FER	TMNP	545.055; 545.056	3015		\$0.00
A594	DROVE ON WRONG SIDE OF ROAD-NO PASSING ZONE (SIGHT	TMNP	545.055; 545.056	3015		\$0.00
A595	DROVE TO LEFT OF ROTARY TRAFFIC ISLAND	TMNP	545.059	3087		\$0.00
A596	DROVE WRONG WAY IN DESIGNATED LANE	TMNP	545.06	3090		\$0.00
A597	DROVE WRONG WAY ON ONE-WAY ROADWAY	TMNP	545.059	3999		\$0.00
A598	FAILED TO GIVE ONE-HALF OF ROADWAY (MEETING ONCOMI	TMNP	545.052	3085		\$0.00
A599	FAILED TO PASS MET VEHICLE TO RIGHT	TMNP	545.052	3086		\$0.00
A5PHS	CMV DRIVING OUTSIDE OF TRUCK ROUTE WHERE PROHIBITE	TMNP		3999		\$0.00
A6	NO BRAKE OR DEFECTIVE BRAKE ON BICYCLE OR MOPED	TMNP	551.104(A)	3504		\$0.00
A60	DISREGARD SCHOOL CROSSING GUARD	TMNP	542.501(2)	3121		\$0.00
A600	FAILED TO YIELD ROW ON LEFT AT OBSTRUCTION	TMNP	545.051	3082	R1	\$314.00
A602	WRONG SIDE OF ROAD-NOT PASSING	TMNP	545.051	3091		\$0.00
A603	WRONG SIDE, 4 OR MORE LANE, TWO WAY ROADWAY	TMNP	545.051	3015		\$0.00
A605	ABUSE OF OFFICIAL CAPACITY <\$20	NTPC	39.02(C)(1)	3999		\$0.00
A606	ACADEMIC PRODUCT: DECEPTIVE MARKETING/PREPARATION	NTOS	32.5	3999		\$0.00
A607	AIDING SUICIDE	NTPC	22.08	3999		\$0.00
A608	ASSAULT: THREATENS BODILY INJURY	NTPC	22.01(A)(2)(3)	3999		\$0.00
A609	BAD CHECK ISSUANCE	NTPC	32.41(F)	3999		\$0.00
A61	DRAWBAR OVER 15 FEET	TMNP	545.409 (A) (2)	3196		\$0.00
A610	BAIL JUMPING AND FAILURE TO APPEAR: FROM PUN. BY F	NTPC	38.10(E)	3337	G2	\$581.00
A611	CHILD LEFT IN VEHICLE-LESS THAN SEVEN AND NO FOURT	NTPC	22.1	3999		\$0.00
A612	CIVIL PROCESS, PREVENTING EXECUTION	NTPC	38.16	3999		\$0.00
A613	CONTRABAND IN CORRECTIONAL FACILITY	NTPC	38.114	3999		\$0.00
A614	COUNTERFEITING TRADEMARKS: RETAIL VALUE <\$20	NTPC	32.23(E)(1)	3999		\$0.00
A615	CREDIT CARD TRANSACTION LAUNDERING: <\$20	NTPC	32.35(E)(1)	3999		\$0.00
A616	CRIMINAL MISCHIEF < \$50	NTPC	PC 28.03 (B)(1)(A)	3999		\$0.00
A618	CRIMINAL TRESPASS AGRICULTURAL LAND	NTPC	30.05(E)	3999		\$0.00
A619	DECEPTIVE BUSINESS PRACTICE: CRIMINAL NEG.-NO PRIO	NTPC	32.42(C)(1)	3999		\$0.00
A62	DRIVE CONTROLLED ACCESS HIGHWAY	TMNP	545.064	3127		\$0.00
A621	DOCUMENT EXECUTION BY DECEPTION <\$20	NTPC	32.46(B)(1)	3999		\$0.00
A622	DOG FIGHTING: SPECTATOR	NTPC	42.20(A)(6)	3999		\$0.00
A623	FAILURE TO IDENTIFY	NTPC	38.02(A)	3338		\$0.00
A624	FALSE REPORT/MISSING CHILD/PERSON	NTPC	37.081	3999		\$0.00

OFFENSE CODES

JUDGE CATHY RIEDEL

Code	Description	Off Type	Section	DPS	Fine	Base Fine
A625	FALSE STATEMENT FOR PROPERTY OR CREDIT - PROPERTY	NTPC	32.32(C)(1)	3999		\$0.00
A626	FIREARM, ACCESSIBLE TO A CHILD	NTPC	46.13(D)	3999		\$0.00
A627	GAMBLING	NTPC	47.02	3999		\$0.00
A628	HINDERING SECURED CREDITORS IF VALUE OF PROPERTY <	NTPC	32.33(D)(1)	3999		\$0.00
A629	HINDERING SECURED CREDITORS IF PROCEEDS FROM SALE	NTPC	32.33(E)(1)	3999		\$0.00
A63	DRIVE ON IMPROVED SHOULDER	TMNP	545.058	3020		\$0.00
A631	INSURANCE FRAUD: CLAIM < \$50	NTPC	35.02(C)(1)	3999		\$0.00
A632	INTERFERENCE WITH POLICE SERVICE ANIMALS: TAUNTS,	NTPC	38.151(C)(1)	3999		\$0.00
A633	MEDICAID FRAUD < \$50	NTOS	35A.02(B)(1)	3999		\$0.00
A634	MISSING CHILD/PERSON-FALSE REPORT	NTPC	37.081	3999		\$0.00
A635	MISUSE OF OFFICIAL INFORMATION: PUBLIC SERVANT: FA	NTPC	39.06(A)(3)	3999		\$0.00
A636	MULTICHANNEL VIDEO/INFORMATION SERVICE: THEFT/TAMP	NTPC	31.12(A)	3999		\$0.00
A637	OBSCENE DISPLAY/DISTRIBUTION	NTPC	43.22	3999		\$0.00
A638	OPEN CONTAINER: POSSESSION OF ALCOHOLIC BEVERAGE I	NTPC	49.031	3323	G2	\$581.00
A639	PUBLIC COMM., ILLEGAL DIVULGENCE	NTPC	16.05(E)(2)	3999		\$0.00
A64	DRIVE ON OR ACCESS STREETCAR TRACKS WHERE PROHIBIT	TMNP	545.203	3129		\$0.00
A640	PUBLIC INTOXICATION	NTPC	49.02	3999		\$0.00
A641	PUBLIC INTOXICATION: <21	JNDA	49.02(E)	3999		\$0.00
A642	RAILROAD PROPERTY, INTERFERENCE; ENTERS W/OUT CONS	NTPC	28.07(B)(2)(A)	3999		\$0.00
A643	RECKLESS DAMAGE OR DESTRUCTION	NTPC	28.04	3999		\$0.00
A644	RECRUITMENT OF ATHLETE, ILLEGAL BENEFIT <\$20	NTPC	32.441(E)(1)	3999		\$0.00
A645	SMOKING TOBACCO-PROHIBITED AREA	NTPC	48.01	3999		\$0.00
A646	TAMPERING W/GOVT RECORD - SCHOOL ENROLLMENT	NTPC	37.10(C)(3)	3999		\$0.00
A647	THEFT <\$50	NTPC	31.03(E)(1)(A)	3999		\$0.00
A648	THEFT <\$20 BY CHECK	NTPC	31.03(E)(1)(B)	3999		\$0.00
A649	THEFT OF SERVICE <\$20	NTPC	PC 31.04(E)(1)	3999		\$0.00
A65	DRIVER OPENED DOOR(OR LEAVE DOOR OPEN) IN MOVING L	TMNP	545.418	3321		\$0.00
A650	USE OF LASER POINTERS AT UNIFORMED SAFETY OFFICER	TMNP	42.13	3999		\$0.00
A651	ALCOHOLIC BEVERAGES IN DRY AREAS	NTOS	101.31	3999		\$0.00
A652	PRIMA FACIE EVIDENCE OF INTENT TO SELL	NTPC	101.32	3999		\$0.00
A653	VIOLATION OF CODE OR RULE	NTPC	101.61	3999		\$0.00
A654	OFFENSIVE NOISE ON PREMISIS	NTCO	101.62	3999		\$0.00
A655	SALE TO CERTAIN PERSONS	NTOS	101.63	3999		\$0.00
A656	INDECENT GRAPHIC MATERIAL	NTPC	101.64	3999		\$0.00
A657	BEVERAGES MADE FROM CERTAIN MATERIALS PROHIBITED	NTPC	101.65	3999		\$0.00

OFFENSE CODES

JUDGE CATHY RIEDEL

Code	Description	Off Type	Section	DPS	Fine	Base Fine
A658	BEVERAGES OF CERTAIN ALCOHOL CONTENT PROHIBITED	NTPC	101.66	3999		\$0.00
A659	PRIOR APPROVAL OF MALT BEVERAGES	NTPC	101.67	3999		\$0.00
A66	DRIVER ON SIDEWALK	TMNP	545.422	3315		\$0.00
A660	CONSIGNMENT SALE PROHIBITED	NTPC	101.68	3999		\$0.00
A661	FALSE STATEMENT	NTPC	101.69	3999		\$0.00
A662	COMMON NUISANCE	NTPC	101.7	3999		\$0.00
A663	INSPECTION OF VEHICLE	TMNP	101.71	3205		\$0.00
A664	CONSUMPTION OF ALCOHOLIC BEVERAGE ON PREMISES LICE	NTPC	101.72	3999		\$0.00
A665	EXPUNGEMENT OF CONVICTION FOR CONSUMPTION ON PREMI	NTPC	101.73	3999		\$0.00
A666	OFFENSES RELATING TO BINGO	NTPC	101.74	3999		\$0.00
A667	CONSUMPTION OF ALCOHOLIC BEVERAGES NEAR SCHOOLS	NTPC	101.75	3999		\$0.00
A668	ILLICIT BEVERAGES PROHIBITED	NTPC	103.01	3999		\$0.00
A669	EQUIPMENT OR MATERIAL FOR MANUFACTURE OF ILLICIT B	NTOS	103.02	3999		\$0.00
A67	DROVE WITHOUT BEING SECURED BY SAFETY BELT	TMNP	545.413(A)	3034		\$0.00
A670	SEIZURE OF ILLICIT BEVERAGES, ETC.	NTOS	103.03	3999		\$0.00
A671	ARREST OF PERSON IN POSSESSION	NTPC	103.04	3999		\$0.00
A672	REPORT OF SEIZURE	NTOS	103.05	3999		\$0.00
A673	HOURS OF SALE: LIQUOR	NTPC	105.01	3999		\$0.00
A674	HOURS OF SALE: MIXED BEVERAGES	NTPC	105.03	3999		\$0.00
A675	HOURS OF SALE: BEER	NTPC	105.05	3999		\$0.00
A676	HOURS OF CONSUMPTION	NTPC	105.06	3999		\$0.00
A677	PURCHASE OF ALCOHOL BY MINOR	JNDA	106.02	3999		\$0.00
A678	ATTEMPT TO PURCHASE ALCOHOL BY A MINOR	JNDA	106.025	3801		\$0.00
A679	SALE TO MINORS	NTOS	106.03	3999		\$0.00
A68	DROVE WITHOUT LIGHTS-WHEN REQUIRED	TMNP	547.302(A)	3198		\$0.00
A680	CONSUMPTION OF ALCOHOL BY A MINOR	JNDA	106.04	3803		\$0.00
A681	DRIVING UNDER THE INFLUENCE OF ALCOHOL BY MINOR	JDUI	106.041	3242		\$0.00
A682	MINOR IN POSSESSION	JNDA	106.05	3800		\$0.00
A683	PURCHASE OF ALCOHOL FOR A MINOR; FURNISHING ALCOHO	JNDA	106.06	3999		\$0.00
A684	MISREPRESENTATION OF AGE BY A MINOR	JNDA	106.07	3704		\$0.00
A685	PUNISHMENT FOR ALCOHOL-RELATED OFFENSE BY MINOR	JNDA	106.071	3999		\$0.00
A686	IMPORTATION BY A MINOR	JNDA	106.08	3999		\$0.00
A687	EMPLOYMENT OF MINORS	NTOS	106.09	3999		\$0.00
A688	PLEA OF GUILTY BY MINOR	JONT	106.1	3999		\$0.00
A689	ATTENDANCE AT ALCOHOL AWARENESS COURSE; LICENSE SU	NTOS	106.115	3999		\$0.00

OFFENSE CODES

JUDGE CATHY RIEDEL

Code	Description	Off Type	Section	DPS	Fine	Base Fine
A690	REPORTS OF COURT TO COMMISSION	NTOS	106.116	3999		\$0.00
A691	REPORT OF COURT TO DEPARTMENT OF PUBLIC SAFETY	NTOS	106.117	3999		\$0.00
A692	EXPUNGEMENT OF CONVICTION OF A MINOR	NTPC	106.12	3999		\$0.00
A693	SANCTIONS AGAINST RETAILER	NTOS	106.13	3999		\$0.00
A694	ACTIONS OF EMPLOYEE	NTPC	106.14	3999		\$0.00
A695	PROHIBITED ACTIVITIES BY PERSONS YOUNGER THAN 18	JONT	106.15	3999		\$0.00
A696	POSSESSION, PURCHASE, CONSUMPTION, OR RECEIPT OF C	JTBC	161.252	3999		\$0.00
A697	ASSAULT (SIMPLE)	NTPC	22.01(A)(3)	3999		\$0.00
A698	ASSAULT/FAMILY VIOLENCE	NTPC	22.01(A)(1)	3999		\$0.00
A699	RACING ON HIGHWAY	TMNP	545.42	3004		\$0.00
A7	NO RED REFLECTOR OR RED LIGHT OR DEFECTIVE REFLECT	TMNP	551.104(B)	3176		\$0.00
A70	FAILED TO DIM HEADLIGHTS-FOLLOWING	TMNP	547.333(C)(2)	3156		\$0.00
A700	CRIMINAL MISCHIEF - SUBSTANTIAL INCONVENIENCE	NTPC	PC 28.03 (B)(1)(B)	3999		\$0.00
A701	VIOLATE DL RESTRICTION (CORRECTIVE LENSES)	TMNP	521.221(A)(3)	3106	G1	\$215.00
A702	DISORDERLY CONDUCT (DISPLAY FIREARM IN PUBLIC)	NTPC	42.01(A)(8)	3999		\$0.00
A703	DISORDERLY CONDUCT (FIGHTING)	NTPC	42.01(A)(6)	3999		\$0.00
A704	DISORDERLY CONDUCT (LANGUAGE)	NTPC	42.01(A)(1)	3999		\$0.00
A705	DISORDERLY CONDUCT (OFFENSIVE GESTURE/DISPLAY)	NTPC	42.01(A)(2)	3999		\$0.00
A706	DISORDERLY CONDUCT (NOISE - PUBLIC)	NTPC	42.01(A)(5)	3999		\$0.00
A71	FAILED TO DIM HEADLIGHTS-MEETING	TMNP	547.333(C)(1)	3155		\$0.00
A72	FAILED TO GIVE WAY WHEN OVERTAKEN	TMNP	545.053(B)	3124		\$0.00
A73	FAILED TO GIVE WAY WHEN OVERTAKEN BY STREETCAR	TMNP	545.203(A)	3130		\$0.00
A74	FAILED TO KEEP RIGHT ON MOUNTAIN ROAD	TMNP	545.405	3139		\$0.00
A75	FAILED TO MAINTAIN FINANCIAL RESPONSIBILITY	TMNP	601.191	3049	G2	\$341.00
A750	ALCOHOL BEVERAGE CODE OFFENSE	NTOS	521.342(A)(2)	3999		\$0.00
A751	ALL OTHER FIRE EXTINGUISHER VIOLATIONS	NTOS	547.607	3999		\$0.00
A752	AMUSEMENT RIDE INTOXICATED - PROBATED	NTPC	PC 49.09	3329		\$0.00
A754	ASSEMBLING/OPERATING AN AMUSEMENT RIDE WHILE INTOX	NTPC	49.065	3999		\$0.00
A755	ATTEMPT TO PURCHASE ALCOHOL-MINOR-DEFERRED	JNDA	ABC 106.041H(2)	3901		\$0.00
A756	BICYCLE RIDER FAILED TO USE DUE CARE WHEN PASSING	TMNP	551.103	3507		\$0.00
A757	BOATING WHILE INTOXICATED	NTOS	PC 49.06	3999		\$0.00
A758	BOATING WHILE INTOXICATED - PROBATED	NTOS	PC 49.09	3999		\$0.00
A759	BRAKES NOT ON ALL WHEELS WHEN REQUIRED	TMNP	547.402	3215		\$0.00
A76	FAILED TO STOP-EMERGING FROM ALLEY, DRIVEWAY OR BU	TMNP	545.256	3138		\$0.00
A760	BUS NOT EQUIPPED WITH CONVEX MIRRORS	TMNP	547.701	3999		\$0.00

OFFENSE CODES

JUDGE CATHY RIEDEL

Code	Description	Off Type	Section	DPS	Fine	Base Fine
A761	CARELESS DRIVING	TMNP	552.008	3117		\$0.00
A762	CAUSE OR PERMIT DISPLAY OF FICTITIOUS INSPECTION C	TMNP	548.603	3205		\$0.00
A763	CLEARANCE LAMPS IMPROPERLY MOUNTED	TMNP	547.354	3179		\$0.00
A764	CLEARANCE LIGHTS NOT VISIBLE SUFFICIENT DISTANCE	TMNP	547.355	3191		\$0.00
A765	CONSUME ALCOHOL WHILE DRIVING	NTPC	PC 49.03 (REPEALED)	3035		\$0.00
A766	CONSUMPTION OF ALCOHOL-MINOR-DEFERRED	JNDA	ABC 106.041H(2)	3999		\$0.00
A767	CONTROLLED SUBSTANCE ACT OFFENSE	NTOS	521.342(A)(5)	3999		\$0.00
A768	CROSSING PHYSICAL BARRIER	TMNP	545.063	3028		\$0.00
A769	DANGEROUS DRUG ACT OFFENSE	NTOS	521.342(A)(3)	3999		\$0.00
A77	FAILED TO STOP FOR APPROACHING TRAIN-HAZARDOUS PRO	TMNP	545.251(4)	3131		\$0.00
A770	DEPOSITED GLASS OR OTHER DEBRIS ON HIGHWAY	TMNP	600.001	3356		\$0.00
A771	DID NOT USE DESIGNATED LANE OR DIRECTION	TMNP	545.064	3127		\$0.00
A772	DISOBEYED VISIBLE & AUDIBLE SIGN TO STOP BEFORE EN	TMNP	545.151	3053		\$0.00
A773	DISPLAY ALTERED OR MUTILATED DL	TMNP	521.451	3110		\$0.00
A774	DISPLAY FICTITIOUS DRIVER LICENSE	TMNP	521.451	3265		\$0.00
A775	DISPLAY FICTITIOUS INSPECTION STICKER	TMNP	548.603	3205		\$0.00
A777	DISPLAY SUSPENDED DRIVER LICENSE	TMNP	521.241	3267		\$0.00
A778	DISREGARDED BARRICADE SIGN	TMNP	545.063	3028		\$0.00
A779	DISREGARDED WARNING SIGN AT CONSTRUCTION	TMNP	472.022	3065		\$0.00
A78	FAILED TO STOP FOR APPROACHING TRAIN	TMNP	545.251(3)	3131		\$0.00
A780	DOMICILED IN TEXAS MORE THAN 30 DAYS WITHOUT TEXAS	TMNP	522.015	3303		\$0.00
A781	DRIVING SAFETY COURSE	TMNP	CCP 45.0511	3401		\$0.00
A782	DRIVING SAFETY COURSE SEC. 143(A)(1)	TMNP	CCP 45.0511	3401		\$0.00
A783	DRIVING UNDER INFLUENCE OF DRUGS	NTPC	521.342	3999		\$0.00
A784	DRIVING UNDER INFLUENCE (DUJ)-MINOR-DEFERRED	JDUI	ABC 106.041H(2)	3242		\$0.00
A785	DRIVING WHILE INTOXICATED-FELONY	NTPC	521.341 PC 49.04	3999		\$0.00
A786	DRIVING WHILE INTOXICATED-JUVENILE	NTPC	521.342 FC 54042	3242		\$0.00
A787	DRIVING WHILE INTOXICATED-MISDEMEANOR	NTPC	521.341 PC 49.04	3999		\$0.00
A788	DRIVING WHILE INTOXICATED-ON BEACH	NTPC	521.341 PC 49.04	3999		\$0.00
A789	DRIVING WHILE INTOXICATED-PROBATED	NTPC	CCP ART 42.12(1)	3999		\$0.00
A79	FAILED TO USE DESIGNATED LANE (SLOW OR DIRECTION)	TMNP	545.060(C)	3126		\$0.00
A790	DRIVING WHILE INTOXICATED-UNDER 21	JDUI	521.342(A)(1)	3242		\$0.00
A791	DRIVING WHILE INTOXICATED-W/CHILD UNDER 15	NTPC	PC 49.045	3999		\$0.00
A792	DRIVING WHILE LICENSE DISQUALIFIED-GMV	NTOS	522.071	3999	G2	\$281.00
A793	DROVE ON WRONG SIDE OF ROAD APPROACHING RAILROAD G	TMNP	545.056	3015		\$0.00

OFFENSE CODES

JUDGE CATHY RIEDEL

Code	Description	Off Type	Section	DPS	Fine	Base Fine
A794	DROVE ON WRONG SIDE RR CROSSING	TMNP	545.056	3585		\$0.00
A795	DRUG OFFENSE	TMNP	521.372	3999		\$0.00
A796	DRUG OFFENSE-BOND FORFEITURE	TMNP	521.372	3999		\$0.00
A797	DUTY STATUS NOT CURRENT	NTOS	FEDERAL REG 395.8F1	3745		\$0.00
A798	DUTY STATUS NOT RETAINED-PREVIOUS SEVEN DAYS	NTOS	FEDERAL REG 395.8K3	3743		\$0.00
A799	DWI BOND FORFEITURE	TMNP	521.347	3999		\$0.00
A80	FAILED TO USE PROPER HEADLIGHT BEAM	TMNP	547.333(C)	3154		\$0.00
A800	DWI EDUCATION PROGRAM COMPLETED	NTOS	CCP 42.12	3999		\$0.00
A801	DWI EDUCATION PROGRAM REQUIRED	NTOS	CCP 42.12	3999		\$0.00
A802	DWI EDUCATION PROGRAM WAIVED	NTOS	CCP 42.12	3999		\$0.00
A803	DWLI BOND FORFEITURE	TMNP	521.347	3999		\$0.00
A804	ENDORSEMENT VIOLATION CMV	NTOS	522.042	3305		\$0.00
A807	EXPIRED COMMERCIAL DRIVER LICENSE	TMNP	522.051	3259	G2	\$217.00
A809	FAIL TO DISPLAY REGISTRATION-COMMERCIAL MOTOR VEHI	TMNP	502.151; 502.401	3999		\$0.00
A81	FAILURE TO APPEAR	NTPC	38.10	3337	G2	\$581.00
A810	FAIL TO GIVE INFO/RENDER AID	TMNP	550.023	3045		\$0.00
A811	FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY-2ND OFFE	TMNP	601.191	3025		\$0.00
A812	FAIL TO PAY TOLL	TMNP	224.155	3371		\$0.00
A813	FAIL TO REDUCE/SHIFT LOAD	TMNP	621.007	3720		\$0.00
A815	FAIL TO USE PROPER HEADLIGHT BEAM	TMNP	547.333	3154		\$0.00
A816	FAIL TO YIELD RIGHT OF WAY	TMNP	545.151	3056	R1	\$314.00
A817	FAIL TO YIELD RIGHT OF WAY FROM PRIVATE ROAD	TMNP	545.155	3005	R1	\$314.00
A818	FAIL TO YIELD RIGHT OF WAY LEAVING (PRIVATE DRIVE,	TMNP	545.155	3005	R1	\$314.00
A819	FAIL TO YIELD TO VEHICLE IN INTERSECTION	TMNP	545.153	3054	R1	\$314.00
A82	FAILURE TO PAY OR SATISFY A JUDGEMENT ORDERING THE	TMNP	706.004	3999		\$0.00
A820	FAIL TO YIELD TO VEHICLE LEAVING HIGHWAY	TMNP	545.154	3005		\$0.00
A821	FAILURE TO OBEY TRAFFIC CONTROL DEVICE	TMNP	544.004	3059		\$0.00
A822	FALSE AFFIDAVIT-FELONY (IN DL LAW)	TMNP	521.454	3109		\$0.00
A823	FALSE LOG-MAKING FALSE REPORT	NTOS	FEDERAL REG 395.8E	3744		\$0.00
A824	FALSE STATEMENT ON CDL APPLICATION CERTIFICATE	TMNP	522.021	3304		\$0.00
A825	FALSE STATEMENT ON DL APPLICATION-NOT CDL - FALSE	TMNP	521.451	3109		\$0.00
A826	FALSE SWEARING DL APPLICATION	TMNP	521.454	3036		\$0.00
A827	FELONY-USE OF CMV	TMNP	522.081	3999		\$0.00
A828	FELONY-USE OF CMV-CONTROLLED SUBSTANCE	TMNP	522.081	3999		\$0.00
A83	FAILURE TO STOP/PERMIT INSPECTION, PETROLEUM PRODU	NTOS	115.047	3999		\$0.00

OFFENSE CODES

JUDGE CATHY RIEDEL

Code	Description	Off Type	Section	DPS	Fine	Base Fine
A830	FLYING WHILE INTOXICATED	NTPC	PC 49.05	3999	\$0.00	\$0.00
A831	FLYING WHILE INTOXICATED -- PROBATED	NTPC	PC 49.05	3999	\$0.00	\$0.00
A833	FRAUDULENT GOVERNMENT RECORDS	NTOS	502.41	3999	\$0.00	\$0.00
A834	GRAFFITI < \$500 IN PECUNIARY LOSS	NTPC	PC 28.08 (B)(1)	3999	\$0.00	\$0.00
A835	HAZARDOUS MATERIAL PLACARD VIOLATION	NTOS	549.101 (REPEALED)	3999	\$0.00	\$0.00
A836	HEAD LAMP IMPROPERLY LOCATED	TMNP	547.801	3166	\$0.00	\$0.00
A837	HEAD LAMPS GLARING NOT ADJUSTED	TMNP	547.333	3163	\$0.00	\$0.00
A838	IDENTIFICATION LAMPS NOT VISIBLE SUFFICIENT DISTAN	TMNP	547.355	3190	\$0.00	\$0.00
A84	FLEEING FROM POLICE OFFICER	TMNP	545.421	3122	\$0.00	\$0.00
A840	IMPROPER LANE CHANGE	TMNP	545.06	3009	\$0.00	\$0.00
A841	IMPROPER LOADING	TMNP	725.021	3621	\$0.00	\$0.00
A842	IMPROPER LOG (FORM OF LOG)	NTOS	FEDERAL REG 395.8A	3741	\$0.00	\$0.00
A843	IMPROPER LOOKOUT	TMNP	545.417	3361	\$0.00	\$0.00
A844	IMPROPER TIME BASE-24 HOUR PERIOD	NTOS	FEDERAL REG 395.8	3746	\$0.00	\$0.00
A845	IMPROPER TURN	TMNP	545.103	3080	\$0.00	\$0.00
A846	IMPROPER USE OF SHOOL BUS ON VEHICLE	TMNP	547.005	3999	\$0.00	\$0.00
A847	IMPROPER USE OF FLASHING LIGHTS-SCHOOL BUS	TMNP	547.701	3595	\$0.00	\$0.00
A848	IMPROPER USE OF LIGHTING - HIGHWAY EQUIPMENT	TMNP	547.305	3163	\$0.00	\$0.00
A849	IMPROPERLY TRANSPORTING MORE THAN 3 VEHICLES	TMNP	545.409	3999	\$0.00	\$0.00
A85	IMPROPER USE OF AUXILIARY DRIVING LAMPS	TMNP	547.33	3152	\$0.00	\$0.00
A851	INTERFERE WITH FUNERAL PROCESSION	NTPC	PC 42.05	3999	\$0.00	\$0.00
A852	INTERFERE WITH STREETCAR	TMNP	545.203	3130	\$0.00	\$0.00
A854	INTOXICATION MANSLAUGHTER	NTPC	521.341 PC 49.08	3390	\$0.00	\$0.00
A855	LEAVE REFUSE ON HIGHWAY	NTOS	600.001	3358	\$0.00	\$0.00
A856	LEND OR PERMIT USE OF DL/ID	TMNP	521.453	3146	\$0.00	\$0.00
A857	LOG NOT SENT/MORE THAN ONE CARRIER	NTOS	FEDERAL REG 395.8	3748	\$0.00	\$0.00
A858	MINOR IN POSSESSION-DEFERRED	JNDA	ABC 106.04H(2)	3999	\$0.00	\$0.00
A859	MISREPRESENTATION OF AGE-MINOR-DEFERRED	JNDA	ABC 106.04H(2)	3999	\$0.00	\$0.00
A86	IMPROPER USE OF AUXILIARY PASSING LAMPS	TMNP	547.329	3150	\$0.00	\$0.00
A860	MORE THAN ONE DL IN POSSESSION-CMV	TMNP	522.026	3270	\$0.00	\$0.00
A861	MOTOR VEHICLE FUEL THEFT	NTPC	PC 31.03 CCP42.019	3999	\$0.00	\$0.00
A862	MOTORCYCLE SAFETETY COURSE	NTPC	CCP 45.0511	3999	\$0.00	\$0.00
A863	MOTORCYCLE VEHICLE INSPECTION VIOLATION	TMNP	548.051	3205	\$0.00	\$0.00
A864	NO COMERCIAL DRIVERS LICENSE (CDL)	TMNP	522.011	3301	\$0.00	\$0.00
A865	NO DOUBLE TRAILER ENDORSEMENT (CDL)	TMNP	522.042	3999	\$0.00	\$0.00

OFFENSE CODES

JUDGE CATHY RIEDEL

Code	Description	Off Type	Section	DPS	Fine	Base Fine
A866	NO FIRE EXTINGUISHER	TMNP	547.607	3278		\$0.00
A867	NO HAZARDOUS MATERIALS ENDORSEMENT (CDL)	NTOS	522.042	3999		\$0.00
A868	NO MOTORCYCLE ENDORSEMENT	TMNP	521.221	3106		\$0.00
A87	IMPROPER USE OF FOG LAMPS	TMNP	547.328	3211		\$0.00
A870	NO PASSENGER VEHICLE ENDORSEMENT (CDL)	TMNP	522.042	3305		\$0.00
A871	NO RECORDS OF DUTY STATUS	NTOS	FEDERAL REG 395.8A	3740		\$0.00
A872	NO TANK VEHICLE ENDORSEMENT (CDL)	NTOS	522.042	3999		\$0.00
A875	NO/PROPER FIRE EXTINGUISHER	TMNP	547.607	3278		\$0.00
A876	NO/PROPER FIRE EXTINGUISHER-HAZARDOUS MATERIALS (N	TMNP	549.002 (REPEALED)	3278		\$0.00
A878	OBSTRUCTING TRAFFIC	TMNP	545.363	3003		\$0.00
A879	OBTAIN UNAUTHORIZED LICENSE PLATE	TMNP	502.409	3657		\$0.00
A88	IMPROPER USE OF SPOT LAMPS	TMNP	547.327	3209		\$0.00
A880	OPERATE MOTORCYCLE WITHOUT APPROVED HEADGEAR	TMNP	661.003	3207		\$0.00
A881	OPERATE VEHICLE MORE THAN ONE PASSENGER-MINOR	JONT	545.424	3201		\$0.00
A882	OPERATE VEHICLE WHERE PROHIBITED	TMNP	545.064	3127	R1	\$314.00
A883	OPERATE WITH LICENSE PLATE FOR OTHER CLASS VEHICLE	TMNP	502.403	3669		\$0.00
A884	ORIGINAL LOG NOT SENT TO CARRIER IN 13 DAYS	NTOS	FEDERAL REG 395.8	3747		\$0.00
A885	OVER 20,000 LBS SINGLE AXLE-PERMIT VIOLATION	TMNP	623.011	3723		\$0.00
A886	OVER 34,000 LBS TANDEM AXLE-PERMIT VIOLATION	TMNP	623.011	3724		\$0.00
A887	OVER 44,000 LBS. TANDEM-CEMENT	TMNP	622.012	3711		\$0.00
A888	OVER ALLOWABLE GROSS WEIGH-PERMIT VIOLATION	TMNP	623.011	3722		\$0.00
A889	OVER AXLE LOAD (ZONED)	TMNP	621.101	3708		\$0.00
A89	INCREASED SPEED WHILE BEING OVERTAKEN	TMNP	545.053(B)	3125		\$0.00
A890	OVER LENGTH VEHICLE	TMNP	621.203	3281		\$0.00
A891	OVER TIRE SIZE LIMITATION	TMNP	621.101	3704		\$0.00
A892	OVERWEIGHT GROUP OF AXLES (B-BRIDGE LAW)	TMNP	621.101	3701		\$0.00
A893	OVERWEIGHT GROUP OF AXLES BRIDGE PERMIT VIOLATION	TMNP	623.011	3701		\$0.00
A894	OVERWEIGHT GROUP OF AXLES - PERMIT VIOLATION	TMNP	623.011	3715		\$0.00
A895	PARK BICYCLE ON SIDEWALK - IMPEDE TRAFFIC	TMPK	545.302	3999		\$0.00
A897	PARKED IN PROHIBITED MILITARY ZONE	TMPK	545.303	3999		\$0.00
A9	NO WHITE LIGHT OR DEFECTIVE LIGHT ON FRONT OF BICY	TMNP	551.104(B)	3505		\$0.00
A90	INVOLUNTARY MANSLAUGHTER WITH MOTOR VEHICLE, AIRPL	NTPC	49.08	3999		\$0.00
A900	PASSED THROUGH BARRICADE	TMNP	545.063	3028		\$0.00
A901	PLACE OR MAINTAIN FLASHING LIGHT OR SIGN WITHIN 10	TMNP	544.006	3377		\$0.00
A902	POSSESS MORE THAN ONE VALID DL - POSSESS MORE THAN	TMNP	521.451	3270		\$0.00

OFFENSE CODES

JUDGE CATHY RIEDEL

Code	Description	Off Type	Section	DPS	Fine	Base Fine
A903	POSSESSION OF DECEPTIVE DL - POSSESS DECEPTIVE ID	TMNP	521.453	3140		\$0.00
A905	PUBLIC INTOXICATION - MINOR - DEFERRED	JNDA	ABC 106.041H(2)	3999		\$0.00
A906	PURCHASE OF ALCOHOL-MINOR-DEFERRED	NTOS	ABC 105.04H(2)	3999		\$0.00
A907	RAN RED LIGHT	TMNP	544.007	3007	R1	\$314.00
A909	RAN THROUGH A PHYSICAL BARRIER	TMNP	545.063	3028		\$0.00
A91	INVOLUNTARY MANSLAUGHTER WITH MOTOR VEHICLE (NOT D	NTPC	19.04	3999		\$0.00
A910	REFLECTORS NOT VISIBLE SUFFICIENT DISTANCE	TMNP	547.355	3190		\$0.00
A911	REFUSE TO SURRENDER DL/ID ON DEMAND	TMNP	521.451	3143		\$0.00
A912	REPEAT OFFENDER-EDUCATIONAL PROGRAM COMPLETED	NTOS	CCP 42.12	3999		\$0.00
A913	REPEAT OFFENDER-EDUCATIONAL PROGRAM REQUIRED	NTOS	CCP 42.12	3999		\$0.00
A914	REPEAT OFFENDER-EDUCATION PROGRAM WAIVED	NTOS	CCP 42.12	3999		\$0.00
A915	REQUIRED INFORMATION NOT SHOWN ON LOG	NTOS	FEDERAL REG 395.8	3742		\$0.00
A916	RESTRICTION VIOLATION-CDL	TMNP	522.043	3306		\$0.00
A917	RODE IMPROPERLY ON BICYCLE-TOO MANY	TMNP	551.102	3509		\$0.00
A918	SAFETY SEAT COURSE	NTOS	545.413	3999		\$0.00
A919	SELL OR DISTRIBUTE DECEPTIVE DL/ID	TMNP	521.456	3999		\$0.00
A92	MORE THAN FOUR DRIVING LAMPS LIGHTED	TMNP	547.302(D)	3157		\$0.00
A920	SELL UNREGISTERED SECONDHAND VEHICLE	TMNP	520.021	3674		\$0.00
A921	SIDE MARKERS LAMPS NOT VISIBLE SUFFICIENT DISTANCE	TMNP	547.355	3191		\$0.00
A922	SPEEDING	TMNP	545.361	3051	R1	\$165.00
A923	SPEEDING 10% OR OVER	TMNP	708.52	3586	R1	\$234.00
A924	SPEEDING CONSTRUCTION ZONE WORKERS PRESENT	TMNP	545.353; 545.356	3001	R1	\$165.00
A925	SPEEDING - FUEL CONSERVATION ROADWAY	TMNP	545.3625	3010		\$0.00
A926	SPEEDING-15 MILES OR OVER	TMNP	522.003	3586		\$0.00
A927	SPEEDING-IN A SCHOOL ZONE	TMNP	541.302	3596	R3	\$190.00
A928	STOPPING IN PROHIBITED AREA	TMPK	545.302	3555		\$0.00
A929	TEEN COURT PROGRAM, COMPLETED	NTOS	CCP 45.052	3999		\$0.00
A932	TURNED LEFT FROM WRONG LANE	TMNP	545.101	3011	R1	\$314.00
A933	TURNED RIGHT FROM WRONG LANE	TMNP	545.101	3012		\$0.00
A934	TURNED RIGHT TOO WIDE	TMNP	545.101	3077		\$0.00
A935	UNAUTHORIZED GLASS COATING MATERIAL	TMNP	547.101	3334		\$0.00
A936	UNLAWFUL DISPLAY/POSSESS DL/ID	TMNP	521.451	3140		\$0.00
A937	UNRESTRAINED CHILD UNDER 5 AND LESS THAN 36 INCHES	TMNP	545.412	3031	R1	\$384.00
A938	UNSAFE AIR CONDITION EQUIPMENT	TMNP	547.61	3239		\$0.00
A939	VEHICLE HAULING EXPLOSIVES FAILED TO REDUCE SPEED	TMNP	545.254	3134		\$0.00

OFFENSE CODES

JUDGE CATHY RIEDEL

Code	Description	Off Type	Section	DPS	Fine	Base Fine
A94	NO WHITE FLAG ON TOW CHAIN OR CABLE	TMNP	545.409(B)	3197	\$0.00	\$0.00
A940	VIOLATE OPERATING HOURS-MINOR	TMNP	545.424	3202	\$0.00	\$0.00
A941	VIOLATED OUT OF SERVICE ORDER	TMNP	522.101	3348	\$0.00	\$0.00
A942	VOLATILE CHEMICAL ACT OFFENSE	NTOS	521.342(A)(4)	3999	\$0.00	\$0.00
A943	WEIGHT VIOLATION-2ND OFFENSE	TMNP	621.506	3718	\$0.00	\$0.00
A944	WEIGHT VIOLATION-3RD OFFENSE	TMNP	621.506	3719	\$0.00	\$0.00
A945	WRONG COLOR BACK-UP LAMP	TMNP	547.303	3186	\$0.00	\$0.00
A946	WRONG COLOR IDENTIFICATION LAMPS	TMNP	547.353	3182	\$0.00	\$0.00
A947	WRONG COLOR LICENSE PLATE LIGHT	TMNP	547.303	3185	\$0.00	\$0.00
A948	WRONG COLOR REFLECTORS	TMNP	547.353	3183	\$0.00	\$0.00
A949	WRONG COLOR SIDE MARKER	TMNP	547.353	3181	\$0.00	\$0.00
A95	OPERATE MOTOR VEHICLE BY PERSON < 18	TMNP	545.424	3307	\$0.00	\$0.00
A950	WRONG COLOR SIGNAL DEVICE	TMNP	547.303	3187	\$0.00	\$0.00
A951	WRONG COLOR STOPLIGHT	TMNP	547.303	3184	\$0.00	\$0.00
A952	FAIL TO GIVE HAND SIGNALS WHEN REQUIRED	TMNP	545.106	3171	\$0.00	\$0.00
A953	FAIL TO REPORT CHANGE OF ADDRESS OR NAME (CDL)	TMNP	522.032	3302	\$0.00	\$0.00
A954	DISORDERLY CONDUCT (NOXIOUS ODOR)	NTPC	PC 42.01(A)(3)	3999	\$0.00	\$0.00
A955	DISORDERLY CONDUCT (ABUSE/THREAT)	NTPC	PC 42.01(A)(4)	3999	\$0.00	\$0.00
A956	DISORDERLY CONDUCT (NOISE NEAR PRIVATE RESIDENCE)	NTPC	PC 42.01(A)(5)	3999	\$0.00	\$0.00
A957	DISORDERLY CONDUCT (PEEPING TOM)	NTPC	PC 42.01(A)(11)(A)	3999	\$0.00	\$0.00
A958	DISORDERLY CONDUCT (PEEPING TOM - HOTEL)	NTPC	PC 42.01(A)(11)(B)	3999	\$0.00	\$0.00
A959	DISORDERLY CONDUCT (DISCHARGE FIREARM)	NTPC	PC 42.01(A)(7)	3999	\$0.00	\$0.00
A96	OPERATE MOTOR VEHICLE ON DUNE SEAWARD OF DUNE PROT	NTOS	750.003	3999	\$0.00	\$0.00
A960	DISORDERLY CONDUCT (FIRING ON/ACROSS PUBLIC ROAD)	NTPC	PC 42.01(A)(9)	3999	\$0.00	\$0.00
A961	DISORDERLY CONDUCT (INDECENT EXPOSURE)	NTPC	PC 42.01(A)(10)	3999	\$0.00	\$0.00
A962	DISORDERLY CONDUCT (PEEPING PUBLIC PLACE)	NTPC	PC 42.01(A)(11)(C)	3999	\$0.00	\$0.00
A963	DISRUPTION OF CLASSROOM OR SCHOOL ACTIVITY	JEDC	EDC 37.124	3999	\$0.00	\$0.00
A964	DISRUPTION OF SCHOOL TRANSPORTATION	JONT	EDC 37.126	3999	\$0.00	\$0.00
A965	ASSAULT BY PHYSICAL CONTACT	NTPC	PC 22.01(A)(3)	3999	\$0.00	\$0.00
A966	ASSAULT BY VERBAL THREAT	NTPC	PC 22.01(A)(2)	3999	\$0.00	\$0.00
A97	OPERATE VEHICLE WITH CHILD <18 IN OPEN BED	TMNP	545.414	3038	\$0.00	\$0.00
A970	THEFT OF SERVICE >= \$20 AND < \$500	NTPC	PC 31.04 (E)(2)	3999	\$0.00	\$0.00
A971	SALE/DISTRIBUTION OF CIGARETTES/TOBACCO PRODUCT TO	NTOS	HSC 161.082	3999	\$0.00	\$0.00
A972	IMPROPER USE OF DEALER TAGS	TMNP	TRC 503.068	3655	\$0.00	\$0.00
A974	FAIL TO DISPLAY VALID CAB CARD - COMMERCIAL VEHICLE	TMNP	TRC 643.059	3999	\$0.00	\$0.00

OFFENSE CODES

JUDGE CATHY RIEDEL

Code	Description	Off Type	Section	DPS	Fine	Base Fine
A975	TRESPASS ON SCHOOL GROUNDS	JEDC	EDC 37.107	3999		\$0.00
A976	INTOXICANT(ALCOHOLIC BEVERAGE) ON PUBLIC SCHOOL GR	JNDA	EDC 37.122	3999		\$0.00
A977	POSSESSION OR DELIVERY OF DRUG PARAPHERNALIA	NTPC	481.125	3999	G2	\$481.00
A978	FIRE LANE PARKING VIOLATION	TMPK	TRC 545.302	3569		\$0.00
A979	FAILURE TO ATTEND SCHOOL	JTCF	EDC 25.085	3999		\$0.00
A98	PARKED WITH HEAD LAMPS NOT DIMMED	TMNP	547.383(D)	3208		\$0.00
A980	CRIMINAL TRESPASS	NTPC	PC 30.05	3999		\$0.00
A981	CRIMINAL TRESPASS - ATTEMPTED	NTPC	PC 30.05	3999		\$0.00
A982	LEAVING SCENE OF ACCIDENT-VEHICLE DAMAGE	TMNP	TRC 550.022	3045		\$0.00
A983	FAIL TO DISPLAY INSPECTION CERTIFICATE	TMNP	TRC 548.602	3205		\$0.00
A984	INSPECTION CERTIFICATE EXPIRED	TMNP	TRC 548.602	3205		\$0.00
A985	PARENT FAILURE TO ATTEND JUVENILE HEARING AFTER SU	NTOS	CCP 45.0215	3999		\$0.00
A986	POSSESSION OF MARIHUANA TWO OUNCES OR LESS	NTPC	HSC 481.421 (B)(1)	3999		\$0.00
A987	CRIMINAL MISCHIEF >= \$50 AND <\$500	NTPC	PC 28.03 (B)(2)	3999		\$0.00
A988	THEFT >= \$50 AND < \$500	NTPC		3999		\$0.00
A989	THEFT >= \$20 AND < \$500 BY CHECK	NTPC		3999		\$0.00
A99	PARKED WITHOUT LIGHTS	TMNP	547.383(D)	3199		\$0.00
A990	POSSESSION OF MARIHUANA FOUR OUNCES OR LESS BUT MO	NTPC	HSC 481.421 (B)(2)	3999		\$0.00
A991	DRIVING WHILE LICENSE INVALID(DRIVING WHILE LICENS	TMNP	521.457	3101	G2	\$481.00
A992	USE OF WIRELESS COMMUNICATION DEVICE; WHEN PROHIBI	TMNP	545.425	3999		\$0.00
AS7LW	CMV DRIVING OUTSIDE OF TRUCK ROUTE WHERE PROHIBIT	TMNP		3999		\$0.00
CGU1Z	CMV DRIVING OUTSIDE OF TRUCK ROUTE WHERE PROHIBIT	TMNP		3999		\$0.00
CZXJ4	POSSESSION OF DRUG PARAPHERNALIA	TMNP		3999	G2	\$481.00
DLEX5	FAILED TO SIGNAL TURN	TMNP	545.104(B)	3999	R1	\$284.00
DOTRP	CMV DRIVING OUTSIDE OF TRUCK ROUTE WHERE PROHIBIT	TMNP		3999	R1	\$215.00
OCSFI	CMV DRIVING OUTSIDE OF TRUCK ROUTE WHERE PROHIBIT	TMNP		3999		\$0.00
PTJIG	MINOR IN POSSESSION OF TOBACCO	TMNP		3999		\$0.00
SCJYS	CMV DRIVING OUTSIDE OF TRUCK ROUTE WHERE PROHIBIT	TMNP		3999		\$0.00
TQBjX	CMV DRIVING OUTSIDE OF TRUCK ROUTE WHERE PROHIBIT	TMNP		3999		\$0.00
UNKWN	UNKNOWN OFFENSE	NTOS		3999		\$0.00
V33AN	CMV DRIVING OUTSIDE OF TRUCK ROUTE WHERE PROHIBIT	TMNP		3999		\$0.00
YTBPR	CMV DRIVING OUTSIDE OF TRUCK ROUTE WHERE PROHIBIT	TMNP		3999		\$0.00



**AGENDA ITEM REQUEST FORM
CITY OF JOHNSON CITY, TEXAS
CITY COUNCIL**

ITEM NO. 20

MEETING DATE: **November 10, 2020**

AGENDA PLACEMENT:

- Ceremonial
- Consent
- Individual
- Closed Session

CAPTION:

Discussion of and action on the approval of a revised Professional Services Agreement between the City of Johnson City, Texas and Bureau Veritas for commercial and residential construction code, fire, health, planning and mapping, ADA, and hygiene safety services. (Staff)

EXECUTIVE SUMMARY:

City Staff recently met with Gregory Hallmark, Business Unit Manager South Texas, of Bureau Veritas to determine what scope of services Bureau Veritas offers to municipal clients. Currently, the City relies on Bureau Veritas for commercial and residential plan and fire code reviews and inspections; however, the list of available services offered through Bureau Veritas is much more extensive and would allow the City to:

- 1) Rely upon a “one-stop shop” for a variety of Municipal matters; and
- 2) More efficiently and effectively ensure that proposed developments comply with all Municipal codes and State Laws and regulations.

Moreover, Bureau Veritas’ expanded scope of services would provide the Public Works Department and Water and Wasterwater Utility resources to ensure all maintenance and capital improvement projects are properly reviewed, designed, and/or constructed.

FINANCIAL:

The proposed fee schedule for commercial and residential construction and fire services is identical to the existing Agreement. The proposed Agreement, however, adds a significant number of services available to the City with associated fees. Importantly, all fees are charged only on an “as needed” basis, meaning that the City is not obligated to utilize or pay for any of the services included within the proposed scope of services or fee schedule.

Bureau Veritas is an approved vendor with current contract on file with Choice Partners Purchasing Cooperative, operated through the Harris County Department of Education.

ATTACHMENTS: Current and proposed Professional Services Agreements.

SUGGESTED ACTION:

Motion to approve a revised Professional Services Agreement between the City of Johnson City, Texas and Bureau Veritas for commercial and residential construction code, fire, health, planning and mapping, ADA, and hygiene safety services.

PREPARED BY: City Staff

DATE SUBMITTED: November 5, 2020



STANDARD PROFESSIONAL SERVICES AGREEMENT

This STANDARD PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 10th day of November, 2020, by and between Bureau Veritas North America, Inc., (herein called “BVNA”), and the City of Johnson City, 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. Client shall name BVNA as additional insured on its Builder's Risk policy.

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:

Rick A. Schroder
PO Box 369
303 E. Pecan Drive
Johnson City, Texas 78636

If to BVNA:

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

With cc to:

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

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

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

27. Non-Solicitation / Hiring of Employees.

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

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

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

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

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

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

CLIENT

By: _____

Print Name: _____

Title: _____

Date: _____

BVNA

By: _____

Print Name: _____

Title: _____

Date: _____

DTQRR: _____

Date: _____

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.

ADA SERVICES

PHASE 1 ADA Services

Phase 1A: ADA Coordinator and Department Liaison Selection and Training

- **Scope:** Assist City with identifying an ADA Coordinator if not already done so. Work with appointed ADA Coordinator to identify ADA Liaisons, at a minimum, for all public facing departments (i.e. Permitting, Water Utility, Library, Parks & Rec., Police, Fire, etc...). Help ADA Coordinator develop training material for distribution to all ADA Liaisons. Also assist ADA Coordinator to develop a master schedule for quarterly, bi-annual or annual meetings between ADA Coordinator and ADA Liaisons (ADA Task Force).

Phase 1B: ADA Notice Development and Distribution

- **Scope:** Assist appointed ADA Coordinator with development of ADA Notice specific to the City represented. Ensure that all ADA notices are displayed at public facing and internal facing areas. Ensure that ADA notice is also placed on city website.

Phase 1C: ADA Grievance Procedure Development and Distribution

- **Scope:** Assist appointed ADA Coordinator with development of ADA Grievance Procedure. Develop complaint form and make complaint form accessible. Ensure that procedure includes ability for complainants to access and file complaints easily. Ensure that grievance procedure is available on city website and accessible.

Phase 1D: ADA Training at Staff Level Public Facing Departments

- **Scope:** Once ADA Coordinator and ADA Liaisons are identified, develop a training schedule to allow public facing department staff to attend ADA training. Assist ADA Coordinator with one training session. Assist with development of training materials.

PHASE 2 ADA Services

IMPORTANT: Sample of Tasks & Costs Only – Client Specific Tasks & Costs TBD

Phase 2A: ADA Self-Evaluation

- **Scope:**
 - **Task 1 – Project Management:** Bureau Veritas (BV) will maintain project records, budgets, and communication during the project duration. BV will provide weekly project update calls to assigned City staff (ADA Coordinator) to keep schedule current.
 - **Task 2 – Project Kickoff:** Meet with City staff to introduce the proposed project tasks, schedule, and method of prioritizing barrier removals. Coordinate with City staff to identify and collect necessary documents to support Self-evaluation process and facilities survey.
 - **Task 3 – Initiate Self-evaluation:**
 - **3A:** Meet with major public facing departments ADA Liaisons (Parks & Rec., Police, Fire, Codes & Permitting, Public Works, Library, Health) to begin review ordinances, policies, and procedures of programs, services, and activities.
 - **3B:** Provide instructions and handouts to ADA Liaisons and describe how they can perform reviews of item 3A and by what scheduled date the reviews are due back to BV for compiling.
 - **3C:** Work with ADA Liaisons to ensure they understand their responsibilities to update the final ADA Transition Plan in future years.
 - **Task 4 – Facilities Survey:**
 - **4A: Public buildings** – Survey three (3) City buildings (City Hall, Court House, and Library) to determine compliance and non-compliance with ADA regulations.
 - **4B: Public parking lots** – Survey three (3) public parking lots (City Hall, Court House, and Library) to determine compliance and non-compliance with ADA regulations.
 - **4C: City parks** – Survey up to three (3) city parks to review shelters, restrooms, sport courts, fields, pools, concession stands, playground equipment, pedestrian and bicycle trails.
 - **4D: Signalized intersections** – Survey up to fifteen (15) city owned and maintained signalized intersections. BV will evaluate curb ramps and sidewalks leading to each intersection. Signage at each intersection will also be reviewed. Which intersections to survey depends on City staff input, traffic volumes, and adjacent land uses.
 - **4E: Sidewalks** – Survey up to four (4) miles of City sidewalks, curb ramps, and path of travel along arterial roadways. Which City sidewalks, curb ramps, and path of travel to survey depends on City staff input, traffic volumes, pedestrian use, and adjacent land uses.
 - **Task 5 – Survey Data Reporting:**
 - **5A:** BV will create a survey and cost reporting for each facility noted in Task 4. Each survey report will note compliance status with ADA and State standards and include the following:
 - Listing of facilities in compliance.
 - Listing of facilities not in compliance.
 - Recommended actions to resolve non-compliance elements.
 - Prioritize list of recommended actions based on agreed upon methodologies between BV and City staff.
 - Assign conceptual costs and budget based on prioritized list of recommended actions.
 - Provide photo log of each facility surveyed.
 - Provide listing of sidewalks, curb ramps, and signalized intersections data for compiling into City GIS system.

- **5B:** Review City Boards and Commissions policies and procedures for compliance with ADA regulations.

Phase 2B: ADA Transition Plan

- **Scope:**
 - **Task 1** – Coordinate with ADA Coordinator on strategy for developing Transition Plan including review of City ordinances, design standards relating to sidewalks, curb ramps, Identify policies and procedures for compliance with ADA regulations.
 - **Task 2** – Develop **survey** process to assist ADA Coordinator with evaluating accessibility improvements identified in Phase 2A: ADA Self-evaluation. Utilize prioritization methodology developed within Phase 2A for recommended improvements.
 - **Task 3** – **Assist** ADA Coordinator in creating an implementation schedule for accessibility improvements. Prioritize improvements by facility type, severity, and cost estimates.
 - **Task 4** – **Review** and recommend exceptions and exemptions that may apply under ADA regulations such as historic significance, alteration affecting fundamental nature of programs, services, and activities, structural feasibility, and programs affected by financial and administrative burden.
 - **Task 5** – **Assist** ADA Coordinator with defining on-going budget needed to implement the Transition Plan and bring non-compliance elements into compliance. Help identify possible external funding sources if applicable.

Phase 2C: Public Participation, Outreach, and City Staff Training

- **Scope:** The Department of Justice requires public entities to engage with the public during the ADA Transition Plan development including appropriate consultation with individuals with disabilities.
 - **Task 1** – BV will **facilitate** one (1) public workshop for the City to review draft ADA Self-evaluation and ADA Transition Plan.
 - **Task 2** – BV will **prepare** outreach materials and prepare brief summary of the workshop and highlight actions items.
 - **Task 3** – Conduct ADA Coordinator and Liaisons training relating to disabilities etiquette, technologies, and procedures that can assist City staff in providing services to people with disabilities.

Phase 2D: Meetings, Presentation to Council, and Documentation

- **Scope:**
 - **Task 1 – Progress Meetings:** BV will conduct up to three (3) on-site meetings during the project period. Other meetings can be conducted by conference calls with ADA Coordinator and Liaisons.
 - **Task 2 – City Council Meeting:** BV will conduct one (1) meeting to introduce the project to Council and present the final ADA Self-evaluation and ADA Transition Plan.
 - **Task 3 – Summary Documents:** Provide meeting minutes after on-site meetings or conference calls to help guide ADA Coordinator and Liaisons.
 - **Task 4 – Draft ADA Self-evaluation and ADA Transition Plan:** Based on the ADA Self-evaluation process as detailed on Phase 2A, the documents will include the following:
 - **4A:** Executive summary describing the project purpose, process, and significant findings.
 - **4B:** Review of policies, procedures, and recommendations for improvement as noted in Phase 2A.
 - **4C:** A schedule that is developed in phases with cost estimates for the removal of accessibility barriers that cannot be resolved through changes to program or services by relocating, using auxiliary aides, or providing equivalent facilitation.
 - **4D:** BV will provide reproducible hard copies of the ADA Self-evaluation and ADA Transition Plan and electronic PDF format to the City ADA Coordinator for use and distribution.

- **Task 5 – Final ADA Self-evaluation and ADA Transition Plan:** Following the review of the draft plans as noted in Task 5, BV will incorporate comments and prepare final plans for ADA Coordinator use and distribution.
- **Task 6 – Final Deliverables:**
 - **6A:** Two (2) paper copies each of Draft ADA Self-evaluation and ADA Transition Plan.
 - **6B:** Two (2) paper copies of Final ADA Transition Plan and one (1) PDF copy including any appendices.
 - **6C:** One (1) electronic GIS copy of all field data compatible with City GIS system.

HYGIENE SAFETY EXCELLENCE

BVNA has launched a certification label based on health measures to accompany the resumption of activity in various industries, both private and public. The Hygiene Safety Excellence Certification program assists with reopening facilities and services. Our partnership with the Cleveland Clinic provides clear guidance and ensures confidence for both internal employees and the public as programs and services resume. This certification program includes the following five phases. All phases may be selected or individual phases may be selected to match the needs requiring assistance and BVNA will assist accordingly.

- I. **CONSULTING:** Build a detailed Hygiene Safety Excellence (Guide) for prevention and safety.
- II. **TRAINING AND COMMUNICATION:** Create and administer communication/training kits for good hygiene practices for all employees (optional collaboration initiatives between Client marketing and BV marketing to promote hygiene safety).
- III. **INITIAL AUDIT:** Complete initial audit and reporting of hygiene protocols and operational requirements (optional surface testing if requested).
- IV. **HYGIENE SAFETY EXCELLENCE LABEL:** Apply for Hygiene Safety Excellence Certification (and install Certification label).
- V. **SURVEILLANCE:** Continue ongoing auditing and testing in order to comply with the Hygiene Safety Excellence (Guide).

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 * Minimum one hour per inspection	\$150.00 per hour
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Annual Fire Safety Inspections

Day Care, Foster Home, Commercial Business (each inspection and re-inspection per location)	\$100.00
Nursing Home / Assisted Living / School (each inspection and re-inspection per location)	\$250.00

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

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

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

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

Planning and Mapping Services

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

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

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

Hourly Fees

Available Planning Services	
Element	Cost
Site Plan Review	\$150 per hour (1 hour minimum)
Site Plan Preparation	\$150 per hour (1 hour minimum)
Zoning Application Review	\$150 per hour (1 hour minimum)
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	\$150 per hour (1 hour minimum)
911 Address mapping (First Time)	\$1,000 per person Min. 33 hours
911 Address mapping updates	\$150 per hour (1 hour minimum)
City Council/Planning and Zoning Meeting	\$225 per hour (1 hour minimum)
Contract Planning Director	\$175 per hour (1 hour minimum)
Contract Planner	\$150 per hour (1 hour minimum)
Contract work for Developer interests	\$150 per hour (1 hour minimum)
Easement Acquisition Negotiator	\$150 per hour (1 hour minimum)
Additional Services	\$150 per hour (1 hour minimum)

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

Reimbursable Expenses (\$150 per hour)

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

Mileage (Per current IRS rate)

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

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

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

ADA Services

Grand Total for Phase 1 Scope of Work

Phase 2 Details	Number of Hours	Rate per Hour	Sub-total
1A – ADA Coordinator & Liaisons Selection & Training	40	\$150.00	\$6,000.00
1B – ADA Notice Development & Distribution	40	\$150.00	\$6,000.00
1C – ADA Grievance Procedure Development & Distribution	40	\$150.00	\$6,000.00
1D – ADA Training of City Staff of Public Facing Depts.	56	\$150.00	\$8,400.00
Grand Total:	176 (1.5 wks)		\$26,400.00

Grand Total for Phase 2 Scope of Work

Phase 2 Details	Number of Hours	Rate per Hour	Sub-total
2A – ADA Self-evaluation	576	\$150.00	\$86,400.00
2B – ADA Transition Plan	96	\$150.00	\$14,400.00
2C – Public Participation, Outreach, and City Staff Training	40	\$150.00	\$6,000.00
2D – Meetings, Presentation to Council, and Documentation	168	\$150.00	\$25,200.00
Grand Total:	880 (5.5 mos.)		\$132,000.00

Note that any additional services above and beyond the scope of work noted above will incur additional fees which BV can review and provide cost estimates to accommodate the City.

Hygiene Safety Excellence

Service(s)	Related Protocol(s)	Fee(s)
Consulting – Hygiene Safety Excellence Protocol (Guide)	Client Specific (One-time fee)	\$1,250 per man day
eLearning platform and sector specific modules	Client Specific	\$15 per user, plus • One-time setup cost \$500 • Optional custom portal per unique module / department function (\$2,000)
Physical Audit	Client Specific	\$1,450 <i>estimate per Facility*</i>
Surface Testing (optional)**	Client Specific	Pricing available for review
Certification	Client Specific	\$195 <i>estimate per Facility</i>
<p>*The fee for a larger-sized building may be a higher fee than the estimated Fee shown in the Table. BVNA will propose a fee per facility. **BVNA recommends 10 surface tests per property of random surfaces of service counters, etc.</p>		



STANDARD PROFESSIONAL SERVICES AGREEMENT

This STANDARD SERVICES AGREEMENT ("Agreement") is made and entered into this 14th day of January, 2013, by and between Bureau Veritas North America, Inc., (herein called "BVNA"), and the City of Johnson City (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 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, however Client will be given sixty (60) days prior notice before any adjustment takes effect..

3. **Compensation.** Client shall pay, and BVNA shall accept in full consideration for the performance of the Services, the amounts payable 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) Fees shall be paid by Client within thirty (30) days of being invoiced by BVNA. 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. 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 the BVNA and its affiliates, (collectively, the "Rights") are and shall remain the sole property of the 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 the BVNA and then only in the manner prescribed by the BVNA. If the BVNA terminates the Agreement in accordance with the provisions of Article 26 below, any such license granted by the BVNA to the Client shall automatically terminate. Notwithstanding the above, BVNA shall supply Client with copies of all plans, specifications, permits, inspection results, customer contact documents and the like for the City's records, and BVNA understands and agrees that the same shall be used by the City in any manner it sees fit and the same is subject to the open records requirements of the State of Texas or other jurisdiction, as the same is interpreted by Client. Client shall have no liability to BVNA for release of such information in its discretion.

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, except as described in paragraph 6, 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. Client is solely responsible for any re-uses or modifications on the services, analyses, reports or certifications made without BVNA's written permission. 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 the 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 breach of warranty 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") to Client for all claims for negligent professional acts, or errors or omissions arising out of this Agreement for services is limited to One Million Dollars (\$1,000,000). Client does not hereby assume liability for any third party actions or recoveries against BVNA.

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. 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 the 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 of 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. Provided however, this provision shall not apply to, be in effect or enforced to the extent that the Client is made a party to a third party claim or action, and any such limitation shall be determined by the laws of the jurisdiction covering this contract.

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.** The parties agree that in the event litigation is necessary between them to resolve any defaults or claims for damages, whether in contract or tort, or for declaratory or injunctive relief, or for any other legal matter whatsoever, that both parties stipulate and agree that the sole and exclusive forum and venue for bringing any such legal action shall be in either: (i) the state court, being in the 424th Judicial District Court of Blanco County, Texas, or (ii) if there is proper diversity or federal question jurisdiction as defined under the United States Code, then in that event, in the federal court, being in the United States District Court for the Western District of Texas. All parties hereto submit to the personal jurisdiction of the State of Texas for any such legal proceedings and expressly and knowingly waive any right to contest that they are not subject to the personal jurisdiction of the courts described above.

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 sixty (60) 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 nonterminating 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 sixty (60) 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: City of Johnson City
303 E. Pecan Dr.
Johnson City, Texas 78636

If to BVNA: Bureau Veritas North America, Inc.
Attn: Contract Processing
1000 Jupiter Road, Suite 800
Plano, Texas 75074

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

25. **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 Master Professional Services Agreement conflict with the terms and conditions of any other agreement this Agreement shall govern and control over any such conflicts.

26. **Non-Solicitation / Hiring of Employees.** (a) To promote an optimum working relationship, the Client agrees in good faith that for the term of this Agreement and one year after the completion or termination of the Agreement not to directly or indirectly employ or otherwise engage any current employee of BVNA or any former employee of BVNA who left the employ of BVNA within the six (6) months prior to and including the date of the execution of the Agreement. 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.

27. **Prevailing Wage.** This proposal specifically excludes compliance with any project labor agreement or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of the this proposal, this proposal specifically excludes 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, non-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.

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

29. **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.

30. **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: Ralph Moss

Print Name: Ralph Moss

Title: Mayor

Date: January 14, 2013

BVNA

By: Justin

Print Name: VAN TRAM

Title: V.P.

Date: 1-14-13

DTQRR: David Starfield

Date: 1/14/2013

Attachment A - Scope of Services
Attachment B - Fee Schedule

**ATTACHMENT A
SCOPE OF SERVICES**

BVNA and the representatives of BVNA are charged with the enforcement of the provisions of the Johnson City 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 Johnson City'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 City. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the City. The City has final interpretive authority over all plans and specifications. Permits are issued by the City.

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 City's codes or concealment of any work prior to approval by BVNA will be reported to the City Administrator of the City. The City Administrator of the City is the final interpretive authority and the Certificate of Occupancy will be issued at the discretion of the City.

CLIENT: *Ralph Moss*
Print Name & Title: Ralph Moss, Mayor
Date: January 14, 2013

BVNA: *Janet*
Print Name & Title: VAN TROAN, V.P.
Date: 1-14-13

**ATTACHMENT B
FEE SCHEDULE**

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

**Single Family 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

CLIENT: *Ralph Moss*
 Print Name & Title: Ralph Moss, Mayor
 Date: January 13, 2013

BVNA: *Van Tran*
 Print Name & Title: VAN TRAN, U.P.
 Date: 1-14-13

Bureau Veritas

Contract Category: Third Party Code Inspection Service

Contract Number: 20/047MJ-01

Contract Terms:

Initial Award Date: September 16, 2020

Current Expiration Date: September 15, 2021

Renewals Remaining: 3

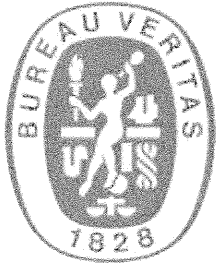
CP Contract Manager:

Monique Joseph

mojoseph@hcde-texas.org

713-316-4259

Contract Partner: Bureau Veritas



Contract Partner Web Site:

<http://www.us.bureauveritas.com>

Approved Market Area: National

APPROVED PRODUCT OR SERVICE:

Third Party Code Inspection Services

MWBE/HUB Status: Not Certified



ABOUT THIS PARTNER:

Bureau Veritas is a full-service building inspection firm specializing in supplementing building inspection and development departments across the state of Texas. For some of our clients, we may only be needed for a single project, while for others, we may be needed until they are able to fill the vacant position(s). Whatever the case may be, Bureau Veritas is here to serve as a seamless extension of your staff.

Interlocal Agreement
between Harris County Department of Education
& City of Johnson City, Texas

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement (“Agreement”) is made and entered into by and between Harris County Department of Education (“HCDE”), located in Houston, Texas, and City of Johnson City, Texas, a local governmental entity and/or political subdivision (“LGE”), located in Johnson City (*city*), Texas (*state*), for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and LGE desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Term.** The term of this Agreement shall commence on the date of the first signature of this Agreement (“Effective Date”) and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. **Agreement.** The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. **Purpose and Scope of Work.**
 - A. **HCDE agrees to:**
 - Provide LGE with descriptive offerings of each of the programs and services that HCDE provides.
 - Provide programs and services upon LGE’s submission of independent contracts or purchase orders to HCDE and HCDE’s acceptance thereof. HCDE’s obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE’s obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
 - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
 - B. **LGE agrees to:**
 - Participate in any or all of the programs and services that HCDE offers, in LGE’s sole discretion.

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that LGE desires to purchase and/or collaborate.
 - Agree to follow the terms and conditions of each independent contract or purchase order.
 - Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.
5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.

LGE agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service. If LGE makes a payment to HCDE with a credit card, LGE agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If LGE elects to participate in HCDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to LGE for participation in Choice Partners. LGE shall make payments directly to vendors. LGE shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. LGE shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between LGE and the vendor. HCDE is not responsible or liable for the performance of any vendor used by LGE as a result of this Agreement or LGE's participation in Choice Partners.
9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:
- By either Party, with or without cause, upon thirty (30) days' prior written notice;
 - By mutual written agreement of the Parties; or
 - By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and LGE or between LGE and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, LGE shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
12. Conflict of Interest. During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
 Attn: James Colbert, Jr.
 County School Superintendent
 6300 Irvington Blvd.
 Houston, Texas 77022
 713-694-6300

City of Johnson City, Texas _____ ("LGE")
 Attn: Rick Schroder
 Title: Chief Administrative Officer
 Address: PO Box 369
 City, State, Zip: Johnson City, Texas 78636
 Phone: 8308687111
 Email: rschroder@johnsoncitytx.org

15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.
16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
 - Neither Party waives any immunity afforded to it under applicable law; and
 - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. Term above:

City of Johnson City, TX

Name of Local Governmental Entity

Harris County Department of Education

Authorized Signature

Rhonda Stell

James Colbert, Jr.

Printed Name

Mayor

County School Superintendent

Title

11/10/20

Date

Date

Type of Local Governmental Entity (*select one*):

- School District Charter School
- County City/Municipality
- University College
- State Entity
- Governmental entity/other: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Certificate Number:

Date Filed:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Date Acknowledged:

Harris County Department of Education / Choice Partners

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Choice Partners RFP or Contract No. < insert number here >

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
SAMPLE ONLY!				
Vendor must complete form				
electronically on Texas Ethics Commission's website:				
https://www.ethics.state.tx.us/whatsnew/elf_info_form_1295.htm				

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)