

RESOLUTION NO. R2022-50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A NEW FEE SCHEDULE ASSOCIATED WITH THE CONTRACT WITH ATS ENGINEERS, INSPECTORS AND SURVEYORS FOR PLAN REVIEW AND BUILDING INSPECTION SERVICES; AND FINDING THAT THE MEETING AT WHICH THIS RESOLUTION WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Burnet (Council), Texas, approved the current contract with ATS Engineers, Inspectors and Surveyors to provide plan review and building inspection services for the City of Burnet in July of 2017; and

WHEREAS, in May of 2019, the Texas Legislature approved HB 852 which prohibits cities from calculating their residential building permit fees on the cost of a proposed residential structure or improvement; and

WHEREAS, the current contract with ATS still utilizes the old fee schedule which allows ATS to charge the City based on the cost of the proposed residential structure.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, THAT:

Section 1. Findings. The recitals to this Resolution are incorporated herein for all purposes.

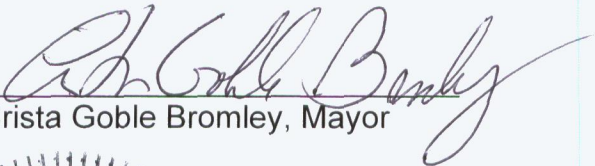
Section 2. City Manager Authorized. The City Manager is hereby authorized to execute the ATS Fee Schedule, attached hereto as **Exhibit "A,"** on behalf of the City for the approved contract; and execute such ancillary instruments, and take such other actions, as reasonably necessary to facilitate the purpose of this resolution.

Section 3. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.


Section 4. Effective Date. That this resolution shall take effect immediately upon its passage, and approval as prescribed by law.

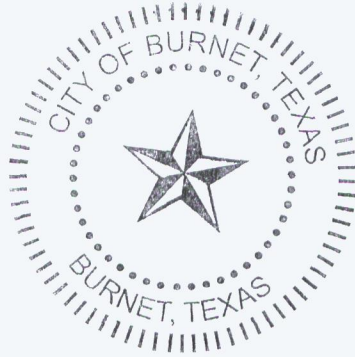
PASSED, ADOPTED AND APPROVED by the City Council of the City of Burnet this the 14th day of June 2022.

CITY OF BURNET


Crista Goble Bromley, Mayor

ATTEST:


Kelly Dix, City Secretary





PLAN REVIEW, INSPECTION SERVICE and JURISDICTION SERVICE AGREEMENT

This Agreement, made and entered into this 14 day of June, 2022, by and between the City of Burnet, Texas, hereinafter referred to as the "Jurisdiction" and Arch Technical Services, LLC. (dba ATS Engineers, Inspectors & Surveyors), a Texas Limited Liability Company, having its principal place of business in Travis County, Texas, hereinafter referred to as "Inspector," supersedes all other Agreements and Addendums between the parties, and is understood and agreed to be as set forth herein:

1. Term. This Agreement remain in effect from the effective date of the Agreement unless terminated by written notice by either party, at least thirty (30) days prior to termination. Fees may be adjusted annually.
2. Description of Services. The Jurisdiction, in connection with carrying out the duties of its various ordinances and permitting processes regulating the design, construction, materials, use and occupancy, location and maintenance of all buildings and structures within the Jurisdiction, as well as ensuring conformance with state laws, requires the services of a building inspector, as well as plan review services.
 - a. While performing its duties on behalf of the Jurisdiction, as described in this agreement, Inspector shall operate under the designation of "Building Official" and shall be subject to limitations and description of duties and powers as described within the codes adopted by the Jurisdiction or state law.
 - b. Inspector agrees to assist the Jurisdiction in enforcement of its ordinances as follows:
 - i. Inspector agrees to make all inspections requested by the Jurisdiction under appropriate ordinances of the Jurisdiction or state law. See Attachment "A" "Inspection Scheduling Procedures."
 - ii. The Inspector, as the Jurisdiction's agent, will help assure (upon request) compliance with the adopted International Energy Conservation Code (IECC).
 - iii. Upon request, Inspector will make written reports noting state law or ordinance compliance or any deviations from all inspections and deliver a copy of such reports to the Jurisdiction office via mail, in person, facsimile, or other electronic means within two (2) business days.
 - iv. Inspector may from time to time be called upon to perform the following services:
 - Attend meeting of the Jurisdiction's Council, when requested by a Council Member or other Jurisdictional Official; and/or
 - Attend other public or private meetings involving inspection matters related to the duties performed under this Agreement.



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- v. Inspector shall conduct him/herself as an agent of the Jurisdiction in good faith displaying professionalism and a courteous manner in dealings with the citizens of the Jurisdiction. Inspector agrees to abide by the Building Official Code of Ethics as established by the International Code Council (ICC). Inspector will report to the Jurisdiction, verbally or in writing, any conflicts between Inspector and any citizen while performing said duties.
- vi. The Jurisdiction may conduct customer satisfaction surveys from time to time without notice to Inspector. The Jurisdiction will incur cost of materials to perform such surveys.
- vii. Inspector shall maintain complete and accurate records of work performed for the Jurisdiction. Inspector shall manage both public and confidential records that Inspector obtains pursuant to this Agreement with the understanding that some records may be subject to state open government laws.
- viii. Inspector understands that payments made to Inspector are only for services performed. The Jurisdiction, at its sole discretion, may engage other third-party inspectors to perform some or all services described herein.

c) Payment for Services. The Jurisdiction will employ the Inspector for the following fee structure:

Inspections:

Residential:	See Attachment B
Commercial:	See Attachment B

Plan Reviews:

Residential: new construction or additions	See Attachment B
Commercial: new construction or additions	See Attachment B
Multi-family: new construction or additions	See Attachment B

Consulting Fees: \$95/hr. to include meetings, special projects and requests.

Texas Accessibility Standards inspections: fees based on current state fees.

Reimbursable Expenses: Fees related to transmittal of plan reviews and other requested documents:

- 1.) Courier, Postage, Overnight Delivery, Etc.: Pass-thru costs
- 2.) Printing: As required for electronic transfer of plans or plan reproduction:
\$25.00 up to first 10 pages. \$3.00 per page thereafter.



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Request for the inspection may be made by telephone, or email. Upon notification, Inspector will typically honor the request within one (1) business day.

Request for plan review services may be made by telephone or email. Upon notification, arrangements will be made to have plans mailed or e-mailed to Inspector. Reviewed plans and construction documents will be returned no later than five (5) business days from receipt if for residential construction projects and no later than ten (10) business days if for commercial or multi-family construction projects.

Inspector shall invoice the Jurisdiction bi-weekly for each Residential and Commercial inspection and re-inspection performed. Invoice shall include a description of the address and type of inspection performed. Re-inspection fees described in Attachment "A" shall be those fees identified above.

3. Termination. Either party may terminate this Agreement by giving thirty (30) days written notice. Upon such notice, Inspector shall, unless otherwise mutually agreed upon in writing, cease all work on the effective date of termination. The Inspector shall submit a statement to the Jurisdiction detailing the work performed to the date of termination. The Jurisdiction agrees to compensate the Inspector for that portion of the work performed, accepted and invoiced under this Agreement.
4. Relationship of Parties. It is understood by the parties that Inspector is an independent contractor with respect to the Jurisdiction and not an employee of the Jurisdiction. The jurisdiction will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Inspector.
5. Employees. Inspector's employees, if any, who perform services for the jurisdiction under this Agreement shall also be bound by the provisions of this Agreement. At the request of the jurisdiction, Inspector shall provide adequate evidence that such persons are Inspector's employees. Jurisdiction agrees not to separately contract with employees of Inspector or otherwise separately employ members of the Inspector's staff without written approval of the Inspector during the period of the Agreement and for a period of two years after the termination of this Agreement.
6. Insurance. Inspector shall purchase and/or maintain such general liability, auto liability, professional errors and omission, and other insurance, at its expense, as is appropriate or required by state law for the work being performed and as will provide protection for the Inspector and Jurisdiction from claims which may arise out of or result from Inspector's performance and furnishing of services, whether such services are provided



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by Inspector, any subcontractor or supplier or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Contractor must furnish a current Certificate of Insurance prior to performance under this Agreement and at least ten (10) days prior to the end of any existing coverage period.

7. Indemnification. Inspector agrees to indemnify and hold the Jurisdiction harmless from all claims, losses, expenses, fees, including attorney's fees, costs and judgments that may be asserted against the Jurisdiction that result from acts or omissions of Inspector, Inspector's employees, if any, and Inspector's agents. Inspector waives the rights to recovery from the Jurisdiction for any injuries that Inspector and/or Inspector's employees, subcontractors or agents may sustain while performing services under this Agreement.
8. Assignment. Inspector's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Jurisdiction.
9. Notice. All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for the Jurisdiction:

City of Burnet, Texas
P.O. Box 1369
Burnet, TX 78611
(512) 756-6093

If for Inspector:

ATS Engineers, Inspectors & Surveyors
4910 West Hwy 290
Austin, Texas 78735
Tel: (512) 328-6995
Fax: (512) 328-6996

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

10. Entire Agreement. This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written agreements between the parties.
11. Amendment. This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
12. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited; the remainder of the agreement shall be considered valid and enforceable.



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13. Waiver of Contractual Right. The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of limitation to that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
14. Applicable Law. The laws of the State of Texas shall govern this Agreement.
15. Venue: Burnet County shall be the venue for any disputes that arise between the Jurisdiction and Inspector under the terms of this Agreement.

Parties to the Service Agreements:

Jurisdictional Representative
City of Burnet, Texas

By: 

Printed Name: DAVID VAVOUN

Title: CITY MANAGER

Date: 6/17/22

Inspector Service Provider
Arch Technical Services LLC. dba, ATS Engineers, Inspectors & Surveyors

By: 

Printed Name: Brad Schubert

Title: Chief Operating Officer

Date: 6/17/2022

Attachment "A"

BUILDING INSPECTION SCHEDULING PROCEDURES

Code inspections conducted by ATS Engineers, Inspectors & Surveyors can be called in or received via email to ATS prior to 4:00pm on the day before the inspection is needed. Our office number is 512-328-6995 and fax number is 512-328-6996. Email address for inspection request is scheduler@ats-engineers.com. If a preference exists for either a morning or afternoon inspection, or if an inspector must meet with a contractor/owner on the job site, it must be notated by the person requesting the inspection.

It is the responsibility of the permit holder to call in or email inspection requests for each phase of construction prior to proceeding with construction and/or covering work. This must include the name and phone number of the permit holder, the physical address of the permitted project and the type of inspection(s) requested. Passed inspections allow construction to proceed to the next stage. Failed inspections shall be corrected and re-inspected for compliance prior to proceeding with construction. All re-inspection fees must be paid prior to further inspection requests being performed.

Inspections will be combined at stages where combining is appropriate and the completion of one stage does not interfere with the inspection at another stage. Inspections performed individually other than those listed in stages at the convenience of the permit holder or necessary due to site conditions or other unforeseeable situations will be billed separately. The following are minimum required inspections for new construction. Please see the Plan Review documents for required inspections list. Reviewed, stamped Job Copy plans, Construction Documents, Energy reports, Plan Review documents, Manufacturer's installation instructions, test reports and test certificates, and other documentation pertinent to the permitted project must be on-site and available to the Inspector upon request. The following is a list of common inspections types but is not all-inclusive and may change. It is important to check with the Jurisdiction prior to construction on the required inspections. The City of Burnet has adopted the following Codes: 2015 editions of the International Building Code (IBC), International Fire Code (IFC), International Mechanical Code (IMC), International Plumbing Code (IPC), International Fuel Gas Code (IFGC), International Residential Code (IRC), 2015 International Energy Conservation Code (IECC) and 2017 National Electric Code.

Pre-Construction Site Evaluation (if required):

- Prior to construction, ATS will conduct a site review to help identify building locations, erosion control measures, water quality protection issues and other pre-construction requirements. ATS will utilize the approved site plan as the basis for the inspection and will rely on surveying services provided by the applicant or others.
- Portable toilet facility and trash receptacle on site.

Temporary Construction Power

- Meter base and panel set per NEC with regard to under-ground or over-head electrical connection. T-pole braced on at least two (2) sides.
- Ground-fault circuit protection on all 110/ 220-volt receptacles and proper grounding means must be in place.
- Job-site address must be visible from street.



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Plumbing Rough-In and Layout Inspection

- To be made after the soil, drain and waste piping is installed within the confines of a slab form and prior to any backfill or placement of concrete.
- A water test with a 10-foot head pressure or 5-PSI air test shall be performed on the entire system to verify tightness of the system.
- Building drain must be sleeved where passing through exterior beam. Sleeve shall be sealed tight around the building drain to prevent insect intrusion.
- All drain and waste piping installed with slope required for pipe size.
- Finished floor elevation allowing proper drainage around structure.

Sewer/Water Yard Line Inspection

- To be made after trenches are excavated, piping installed and tested, and before any backfill is placed.
- All necessary main supply shut-off valve(s) and/or back flow prevention devices installed on water supply and where necessary, any backwater prevention valve(s) installed on building sewer piping.
- Minimum buried depth of 12-inches. Trench is void of rocks, debris and bedded with sand. Sewer piping has slope required for pipe size.
- Clean out(s) installed and tap connection complete at main.

In-Slab Water Distribution Piping (Plumbing Copper)

- A pre-pour inspection is required by the design engineer or architect. Forms erected and floated, reinforcement steel and/or post-tension cables in place, grade beams cleaned and have been properly cut, vapor barrier installed and intact. Plans must be on-site.
- All rough-in plumbing, in-slab electrical or other conduit in place.
- All in-slab water distribution piping is installed within the confines of slab form and prior to any backfill or placement of concrete.
- Copper water lines shall be sleeved and protected from dissimilar metals.
- In-slab water distribution piping is insulated within 12-inches from slab exterior and pressure tested to a minimum 80 PSI.
- "UFER" ground wire bonded to reinforcing steel or alternate means of ground protection installed.

Frame Inspection

- Frame Inspection
To be made after the roof, all framing, fire blocking and bracing are in place. All concealing wiring, all pipes, chimneys, ducts and vents are complete.
Construction plans, documents, and engineered product specifications are on-site.
- Electrical Rough-In Inspection – to be made after the roof, framing, fire blocking and bracing is in place and prior to the installation of batt insulation and/or sheetrock. All branch circuit and dedicated wiring, boxes, conduit, panel(s) in place and properly secured. Cold-water ground wire is installed to copper water distribution piping.
- Plumbing Top-Out Inspection – to be made after the roof, framing, fire blocking and bracing is in place and all water distribution, soil, waste and vent piping and gas piping is complete and tested, and prior to the installation of insulation and/or sheetrock. A full system water pressure test or 50-PSI air test is required for inspection of the water distribution piping. For structures two-

- stories or more, tub(s) and/or shower pan(s), and drain, waste and vent piping shall have a water test performed to verify tightness of the system. Gas piping shall have a minimum 10-PSI air test performed to verify tightness.
- Mechanical Rough-In Inspection – to be made after the roof, framing, fire blocking and bracing is in place and all ducting, and all HVAC rough-in equipment and components are complete, and prior to the installation of batt insulation and/or sheetrock.

Sheathing Inspection

- To be completed prior to the application of air barrier wrap, masonry ties and/ or lath. This inspection is intended to evaluate the wall bracing elements required by the adopted code.

Re-Frame, Fire-stop & Insulation (Energy 1) Inspection

- Correction items from previous Frame and MEP rough-in inspection(s) are complete.
- To be made after all batt insulation is in place and all exterior and plate penetrations have been sealed. Requirements of the International Energy Conservation Code are enforced.

Lath and Masonry Tie Inspection

- Lath inspections are to be completed when the lath is completed and prior to stucco application. Brick tie inspections are to be called prior to the masonry veneer installation.

Wallboard

- To be made after all wallboard is installed and fastened and prior to taping/float skim coats.

Gas Test and/ or Electrical Service Inspection

- Gas piping is complete with all gas stop valves installed and all gas flex piping connected to appliance(s). Gas stop valves are readily accessible. A minimum 10-PSI air test is performed on gas piping to verify tightness of system.
- Electrical service wiring and main disconnect is installed and ready to be energized. Address is posted and visible from street for all inspections.

Final Inspections

- Building Final/Certificate of Occupancy – to be made after the building is complete and ready for occupancy. All prior inspections have passed and re-inspection fees paid.
- Electrical Final Inspection – to be made after the building is complete, all required electrical fixtures are in place and properly secured, connected or protected all panel(s) are labeled and system is energized.
- Plumbing Final Inspection – to be made after the building is complete, all plumbing fixtures are in place and properly connected, gas meter is set and the structure is ready for occupancy. To include required TCEQ Customer Service Inspection.
- Mechanical Final Inspection – to be made after the building is complete, the mechanical system is in place, properly connected and operating and the structure is ready for occupancy.

Attachment "B"

Residential Inspections	Per Inspection and Reinspection Fee
Temporary electrical service	\$55.00
Plumbing rough-in/foundation layout	\$55.00
Water/sewer yard-lines	\$55.00
Copper rough-in	\$55.00
Combination inspections (frame & MEP rough in	\$55.00
Re-frame and Insulation inspections	\$55.00
Wallboard inspections	\$55.00
Final inspections (combination)/ Certificate of Occupancy	\$55.00
Customer Service Inspection	\$55.00
Gas test/Electrical service inspection	\$55.00
Additional inspections to include but is not limited to driveway, fence, pool, demolition	\$55.00
Remodeling/alterations to existing structure	\$55.00
Re-inspections	\$55.00
Fill In/Back up Inspections	*See Below

*Fill In/Back up Inspections: These inspections will be performed during times when the Jurisdiction's employed inspector is unavailable and ATS is asked to "fill in". Residential inspections \$65.00 each.

Residential Code Plan Review: \$100.00 each. *

*Remodels and/or projects equal to or less than 1,000SF, Plan Review: \$65.00

Consultation Services: \$95.00/Hour, one hour minimum. *

*includes but not limited to; meetings, and conferences.

Commercial and Multi Family Construction plan review

Valuation	Fee
\$1.00 to \$50,000	\$100.00
\$50,001 to \$100,000	\$100.00 for the first \$50,000 plus \$3.50 for each additional \$1,000
\$100,001 to \$500,000	\$275 for the first \$100,000 plus \$2.25 for each additional \$1,000
\$500,001 to \$1,000,000	\$1,175 for the first \$500,000 plus \$1.50 for each additional \$1,000
\$1,000,001 and up	\$1,925 plus 0.95 for each additional \$1,000



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Commercial and Multi Family Inspections: *

Plumbing Rough	\$75.00
Foundation Pre-pour	\$75.00
Water/Sewer Line	\$75.00
Copper/PEX	\$75.00
Sheathing	\$75.00
Framing	\$75.00
Mechanical Rough	\$75.00
Electrical Rough	\$75.00
Plumbing Top Out	\$75.00
Shear Wall	\$75.00
Insulation	\$75.00
Wallboard	\$75.00
Final Building	\$75.00
Final Mechanical	\$75.00
Final Electrical	\$75.00
Final Plumbing	\$75.00
Customer Service Inspection	\$75.00
Med-Gas	\$250.00
Re-inspections	\$75.00
Fill-In/Back-up Inspections	See below

*Inspections may be combined where appropriate without additional fee.

*Fill In/Back up Inspections: These inspections will be performed during times when the Jurisdiction's employed inspector is unavailable. Commercial inspections other than MedGas are \$85.00 each. MedGas inspections will be \$300.00.