



# CITY COUNCIL WORKSHOP CITY OF BAY CITY

Tuesday, September 08, 2020 at 4:00 PM

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## COUNCIL MEMBERS

COUNCIL CHAMBERS | 1901 5th Street

**Mayor:** Robert K Nelson

**Mayor Pro Tem:** Jason w. Childers

**Council Members:** William Cornman, Brent P. Marceaux, Becca Sitz, Julie Estlinbaum

*Bay City is committed to developing and enhancing the long-term prosperity, sustainability, and health of the community.*

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## AGENDA

### CALL TO ORDER

### CERTIFICATION OF QUORUM

### PUBLIC COMMENTS

### REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND / OR APPROVAL

- 1. REVIEW AND DISCUSS THE CITY'S FACILITY USE AGREEMENT FOR THE SERVICE CENTER (USO).**  
Shawn Blackburn, Parks & Recreation Director
- 2. REVIEW AND DISCUSS THE CITY OF BAY CITY'S PROPOSED FEE ORDINANCE CHANGES TO BE EFFECTIVE OCTOBER 2, 2020.**  
Scotty Jones, Finance Director
- 3. REVIEW AND DISCUSS THE HOUSEHOLD HAZARDOUS WASTE AGREEMENT AND GIVE STAFF DIRECTION.**

### ADJOURNMENT

### CERTIFICATION OF POSTING

This is to certify that the above notice of a Regular Called Council Meeting was posted on the front window of the City Hall of the City of Bay City, Texas on **Friday, September 4, 2020 before 4:00 p.m.** Any questions concerning the above items, please contact Mayor Robert K. Nelson at (979) 245-2137.

**~DISCUSS, CONSIDER AND/OR TAKE ACTION ON THE FACILITY USE AGREEMENT FOR THE SERVICE CENTER/USO**



## **EXECUTIVE SUMMARY**

### **BACKGROUND:**

The City was deeded the Service Center/USO Building on May 19, 2009. The deed contains restrictions such that the City may not rent out any parts of the facility for private use (i.e. weddings, birthday parties, baby shower, prom). The City wishes to amend the deed to allow for other uses. The funds will be used to maintain the Service Center/USO. The deed currently provides for reasonable charges of fees to cover cost of utilities, cleaning, maintenance, security, etc.

**FINANCIAL IMPLICATIONS:** Additional Revenue in General Fund to maintain the USO (dollars can be restricted for purpose)

**IMPACT ON COMMUNITY SUSTAINABILITY:** The USO provides a venue to support various organizations for meetings and large functions. The City recognizes the original function, however opening it up for other private or commercial use will help sustain and preserve this landmark and community asset.

**RECOMMENDATION:** Staff recommends City Council approve requesting the deed modification and work with the family estate on agreeable terms/conditions.

**ATTACHMENTS:** Deed; Facility Use Agreement

**CITY OF BAY CITY  
SERVICE CENTER/USO FACILITY RENTAL AND  
USE AGREEMENT**

**BASIC RENTAL INFORMATION:**

The City of Bay City USO Facility (“Facility”) is available for social, civic, business, cultural, recreational, or charitable purposes. A rental application form must be completed by the Renter or the person otherwise designated by the organization reserving the Facility (“Renter”). Reservations can be scheduled up to twelve months (365 days) in advance with a deposit. Facility scheduling will be prioritized under the following order of priority based on group classification.

- Group 1: Municipal and County Government within Matagorda County
- Group 2: Civic and Social Organizations, Charitable Non-Profits, Other Governmental Units
- Group 3: Private resident groups requiring a large facility for special events not open to the general public; Commercial or business groups and non-resident groups requiring public facilities

*The Director of Parks and Recreation shall determine whether a reservation meets a certain group classification and the Director’s decision as to group classification and reservations is final.*

**RESERVATIONS:**

- Reservation requests must be submitted in person at the 1209 10<sup>th</sup> Street, or online at [www.cityofbaycity.org/190/Parks-Recreation](http://www.cityofbaycity.org/190/Parks-Recreation).
- Reservations will be accepted from adults 21 years or older.
- Reservations will be made only after the Renter has read and agreed to abide by this Facility Use Agreement and paid the appropriate deposit.
- Attendance is limited by the capacity of the rooms as established by fee the schedule and the Fire Marshal.
- City staff is authorized to determine unacceptable behavior of individuals while on the premises, with the right to cancel reservations or request the person(s) to leave. Future Facility use may be denied to those violating City Ordinance and Policies.
- For staff set-ups, room diagrams are required no later than seven (7) days prior to event.
- Reservations by civic, non-profit, and governmental organizations will be given priority status.

**NON-PROFIT/NON-COMMERCIAL EVENT**

- A function sponsored by any of the following categories when the entire net proceeds are bestowed on or retained by the sponsoring organizations.
- Organizations claiming non-profit status must present a certificate of registration issued by the Secretary of State of Texas upon request.
- EXAMPLES:
  - a. Non-profit chartered civic organizations
  - b. Non-profit chartered fraternal organizations
  - c. Governmental organizations
  - d. Non-profit educational organizations
  - e. Non-profit religious organizations
  - f. Chartered charitable organization

- g. Organizations with a 501(c) designation with the Internal Revenue Code
- h. Organizations exempt from Ad Valorem taxes for religious or charitable organization as provided in Chapter 11 of the Property Tax Code of the State of Texas.

### **FEE SCHEDULE:**

- The fee schedule will be set by the Bay City Council and reviewed annually.
- All returned checks will be assessed a \$30 handling charge.

### **FEES AND FACILITY HOURS:**

**Group 1:** Municipal and County Government within Matagorda County

The County appropriates funds for this facility through an independent interlocal agreement. No additional fee for County use shall be assessed.

USO Building	Occupancy	Deposit	*Administrative Recovery Fee
Library	50	\$0	\$50
Kitchen		\$0	\$50
Dining Room	20	\$0	\$50
Lobby	50	\$0	\$50
Gusman Room	50	\$0	\$50
Lobby and Auditorium	200	\$0	\$100
Entire Facility	400	\$0	\$100

*\*Administrative Recovery Fee: offsets staff time to set up/take down, cleaning after event/meeting, and any utility usage.*

**Group 2:** Civic and Social Organizations, Charitable Non-Profits, Other Governmental Units

USO Building	Occupancy	Deposit	Rental Fee
Library	50	\$100	\$50
Kitchen		\$50	\$50
Dining Room	20	\$100	\$50
Lobby	50	\$100	\$50
Gusman Room	50	\$100	\$50
Lobby and Auditorium	200	\$300	\$400
Entire Facility	400	\$300	\$500

**Group 3:** Private resident groups requiring a large facility for special events not open to the general public; Commercial or business groups and non-resident groups requiring public facilities

USO Building	Occupancy	Deposit	Rental Fee
Library	50	\$100	\$100
Kitchen		\$50	\$100
Dining Room	20	\$100	\$100
Lobby	50	\$100	\$100
Gusman Room	50	\$100	\$100
Lobby and Auditorium	200	\$300	\$1,200
Entire Facility	400	\$300	\$1,500

**PAYMENT OF FEES:**

- All fees collected will be used solely for utilities, grounds, building maintenance, capital improvements, or other costs that solely benefit the USO facility.
- Rental and other assessed fees, including but not limited to cleaning and staff fees (administrative recovery fees) must be paid in full no less than thirty (30) days prior to the event.
- Fees not paid in full not less than ten (10) days prior to the event may result in cancellation of the event and forfeiture of all rental fees paid to date. Fees must be paid in person at **1209 10<sup>th</sup> Street** or online at [www.cityofbaycity.org/190/Parks-Recreation](http://www.cityofbaycity.org/190/Parks-Recreation).

**FACILITY USE AND HOURS:**

	<b>Mon.</b>	<b>Tues.</b>	<b>Wed.</b>	<b>Thurs.</b>	<b>Fri.</b>	<b>Sat.</b>	<b>Sun.</b>
<b>Open</b>	8:00 a.m.	8:00 a.m.	8:00 a.m.	8:00 a.m.	8:00 a.m.	8:00 a.m.	8:00 a.m.
<b>Close</b>	10:00 p.m.	10:00 p.m.	10:00 p.m.	10:00 p.m.	10:00 p.m.	10:00 p.m.	10:00 p.m.

**Times outside normal operating hours will be charged \$100.00/hour upon approval of Parks Director or designee.**

**CHARGING FEES / SALES:**

Use of the Facility for financial gain is prohibited. No part of the Facility or surrounding premises may be used for money-raising activities, unless the Renter has pledged the funds to a charitable or public service program. The City has the authority to require financial or other additional information to support the fund-raising activity.

**DAMAGES:**

The individual for whom the reservation is made shall be responsible for any loss or damage to the Facility or other City property during the rental period and shall reimburse the City for the actual cost of any repairs made necessary by the Renter's use of the Facility or City's property not covered by the deposit. A company or organization who reserves the Facility must designate a responsible individual for the rental. The rental applicant agrees to abide by all City, State and Federal laws. The City will not be liable for damage, injury or loss to person or property that may occur during the use of the Facility. The Renter agrees to hold the City of Bay City and its employees harmless for any actions that may arise out of the use of the Facility. Failure to cover damages may result in the loss of future reservations and possible legal action.

**PUBLICITY:**

In the event publicity concerning the event is circulated which lists the Facility as the location, this disclaimer must be included: "This event is not sponsored by the City of Bay City." Neither the name nor address of the Facility may be used as the official address or headquarters of an organization.

**RENTAL COMPLETION:**

At the end of the rental period the Renter shall return the Facility (or the portion of the Facility actually used) to its original arrangement and condition, remove all personal items and clean the

Facility area before leaving including trash from the exterior grounds. The City will not store nor be held responsible for any property left on the Facility premises. The Renter and department staff will complete a Facility Checklist before and at the conclusion of the rental.

**ALCOHOLIC BEVERAGE POLICY:**

- All events held at the Bay City Service Center must comply with the Texas Alcoholic Beverage Commission guidelines.
- All sales of alcoholic beverages are strictly prohibited by city ordinance.
- Users holding a function at the Service Center where alcoholic beverages will be consumed are required to have police officers present at the event.
- Use of glass bottles is prohibited.

**SECURITY:**

The Renter agrees to provide adequate security as approved by the City at events serving alcohol. Park staff may not be considered security. No minors under the age of 18 shall be left unattended.

**STAFF/SECURITY FEES:** Some rentals may be assessed staffing fees at a rate of \$25.00 per hour, per staff member, and Department staff will determine staffing needs based on times and event type (i.e set up tables/chairs). Some rentals, at the Department’s discretion, may also require one or more off-duty police officer(s) to be present at a rate determined by the agency, in addition to the staff rate.

**SET UP / CLEAN UP:**

Setup and cleanup time must occur and be completed within the rental period. Renters are responsible for the setup and break down of all equipment. A limited number of tables and chairs may be available for the Renter’s use however the Renter should check with staff prior to the rental period about the inventory that may be available at the Facility. The Facility does not furnish eating utensils, plates, cups, serving dishes, serving utensils, tablecloths, decorating supplies, microphones, podiums, extension cords, or other similar equipment. Tables, chairs, floors, and walls must be cleaned and left in original condition. An extra charge may be assessed if the rental period exceeds the contracted time. Rental periods may be extended after the posted closing time by special arrangement. Refunds will not be issued for rentals ending earlier than stated on the reservation agreement.

**GENERAL REGULATIONS:**

- Smoking and vaping is prohibited inside the Facility or within twenty-five feet (25’) of any exit door. Please notify guests of this regulation.
- Gambling is not permitted on the premises.
- Decorations must be authorized by Department staff. Nails, staples, or thumbtacks when decorating walls is strictly prohibited. No tape such as duct, electrical or other is allowed on floors. Decorations must meet all fire codes. No open flames are allowed.
- Birdseed may be thrown outside only (no rice or confetti). Bubbles may be used.
- For cancellations due to weather, the rental may be transferred to another date, but refunds are subject to the Department’s refund policy below.

- Permits are required for special events.

**RIGHT TO CANCEL:**

- City Council reserves the right to cancel any reservation for the use of the Facility due to local, state or federal emergency needs. A full refund will be given in this event.
- User may not use the facility for any other than the stated purpose. Failure to comply can cause cancellation of the event.

**CANCELLATIONS & REFUNDS:** The Renter agrees to the following refund policy for cancellations:

- Entire Facility and/or Auditorium- 50% up to fifteen (15) days prior to the event- No refunds if cancelled fourteen (14) days or less prior to event.
- All other rooms- 50% up to eight (8) days prior to the event- No refunds if cancelled seven (7) days or less prior to event.
- Deposits may be applied to rental fee for late cancellations according to this section.
- All changes and cancellations to reservations must be submitted in writing.
- Any deviations from this policy must be approved by the Parks Director.

# Bay City USO Service Center

Bay City USO 2105 Avenue M - Bay City, TX 77414  
(979) 323-1660

Today's Date: \_\_\_\_\_ Purpose of Rental: \_\_\_\_\_ Attendance Expected: \_\_\_\_\_

Your Name: \_\_\_\_\_ Business / Organization Name: \_\_\_\_\_

Address: \_\_\_\_\_ City & State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Room(s) Requested: \_\_\_\_\_

Date(s) Requested: \_\_\_\_\_ Time Requested: \_\_\_\_\_ am/pm - \_\_\_\_\_ am/pm

	Deposit	Receipt #	Date Paid	Rent Fee	Receipt #	Date Paid
Room #						
Room #						
Alcohol		n/a				

\_\_\_\_\_ All room diagrams are required no later than seven (7) days prior to the event if set up is needed by City personnel.

\_\_\_\_\_ All rental fees must be paid in full thirty (30) days prior to the event.

\_\_\_\_\_ I understand that I must have all of my guests and all equipment/decorations out of the facility by end of agreed rental period. I understand that failure to do so may cause forfeiture of my deposit.

\_\_\_\_\_ I further understand that I may be held financially responsible for any damage caused by my failure to comply with the rules and regulations in excess of my deposit.

\_\_\_\_\_ I further agree to comply with the basic requirements and cleanup as listed in Facility Rental & Use Agreement.

\_\_\_\_\_ I understand that I must arrange for security if required as listed in the Facility Rental & Use Agreement.

\_\_\_\_\_ I have read the Facility Rental & Use Agreement that govern the Bay City USO Service Center and I agree to comply with them.

Signature of Rental Applicant \_\_\_\_\_

Signature of Parks Staff Person Booking Request \_\_\_\_\_

**All checks must be made payable to: The City of Bay City**



RECEIVED

MAY 27 2009

BY: *Rhonda*

10:44 am

**DEED WITHOUT WARRANTY**

093177

Date: May 19, 2009

- Grantor(s):
- (1) LAURANCE H. ARMOUR, III., Individually and as Trustee of the Lacy Withers Armour Trusts of Laurance H. Armour III. 57/84 Trust  
P. O. Box 538  
Pierce, Wharton County, Texas 77467
  - (2) STEVEN S. ARMOUR, Individually and as Trustee of the Lacy Withers Armour Trusts of Steven S. Armour 1987 Trust of Laurance H. Armour Jr. and Margot Boyd Armour 1989 Trust  
P. O. Box 600  
Pierce, Wharton County, Texas 77467
  - (3) BROOKS ARMOUR DIESEL, Individually and as Trustee of the Brooks Armour 1984 Trust of Lacy Withers Armour Trusts  
P. O. Box 634  
Pierce, Wharton County, Texas 77467
  - (4) BARBARA DELLA LONGA, Co- Trustee of Laurance H. Armour, Jr. and Margot Boyd Armour 1989 Trust  
c/o Lamar Holdings  
3555 Timmons Lane, Suite 730  
Houston, Harris County, Texas 77027
  - (5) JOHN S. RUNNELLS III, as Independent Executor for the Estate of John S. Runnells II, Deceased, and as Successor Trustee of the JOHNS S. RUNNELLS TRUST dated April 28, 1981  
2716 Oak Drive  
Bay City, Matagorda County, Texas 77414
  - (6) CLIVE RUNNELLS, JR., Individually and as Trustee  
3900 Essex, Suite 1100  
Houston, Harris County, Texas 77027
  - (7) HUTCHINS-PIERCE, LTD., a Texas Limited Partnership, acting through its general partner HUTCHINS-PIERCE MANAGEMENT COMPANY, LLC., a Texas Limited Liability Company  
2701 Kirby Drive  
Houston, Harris County, Texas 77098

03500192447001  
Year: 2009 No: 093177 Type: D

**Grantee:** CITY OF BAY CITY, TEXAS, a Municipal Corporation  
1901 Fifth Street  
Bay City, Matagorda County, Texas 77414

**Consideration:** Gift

**Property:** The North One-half (N ½) of Block No. One Hundred Ninety (190) of the ORIGINAL TOWNSITE OF BAY CITY in Matagorda County, Texas, according to the plat thereof recorded in Volume 5 at Pages 36-39 of the Deed Records of Matagorda County, Texas.

**Reservations From  
Conveyance and  
Warranty:**

- (1) Reservation by Grantor of oil, gas, associated hydrocarbons and sulphur in, on, under, or that may be produced from the property or lands pooled therewith. Grantors waive the right to use the surface estate in connection with the development of the \_\_\_\_\_ etc.

(2) The property is conveyed to Grantee for use as a meeting place for civic, community and government organizations serving the public and for their functions (including fund raising), for a voting and polling place, and for other activities serving the public. No portion of the property is to be used for commercial purposes. In the event of a violation of this provision, title to this provision title to the property shall automatically revert to Grantors or to their successors and assigns without filing suit or other formality. The charging of fees by Grantee to cover the cost of utilities, cleaning, maintenance, security, or other reasonable expenses incurred by Grantee shall not be considered a commercial use.

**Exceptions to Conveyance and Warranty:** NONE


Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded.

This conveyance is intended to include any property interests obtained by after-acquired title.

Each of the Grantors have signed this document on a separate page and agree that the original signatures and notary acknowledgments may be affixed to the original and recorded as a single original document.

When the context requires, singular nouns and pronouns include the plural.

SIGNED this 31<sup>st</sup> day of December, 2008.

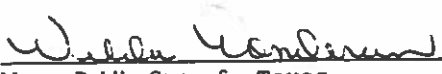
  
LAURANCE H. ARMOUR, III, as Trustee and Individually Lacy Withers Armour Trusts Laurance H. Armour III. 57/84 Trust

THE STATE OF TEXAS §  
COUNTY OF WHARTON §

BEFORE ME, the undersigned authority, on this day personally appeared LAURANCE H. ARMOUR, III, Individually and as Trustee, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31<sup>st</sup> day of December, 2008.



  
Notary Public, State of Texas  
Vonderau - Expires 4/30/2009

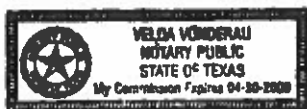
St. S.  
STEVEN S. ARMOUR, as Trustee and Individually  
Lacy Withers Armour Trusts Steven S. Armour 1987  
Trust Laurance H. Armour Jr. and Margot Boyd  
Armour 1989 Trust

THE STATE OF TEXAS §

COUNTY OF WHARTON §

BEFORE ME, the undersigned authority, on this day personally appeared STEVEN S. ARMOUR, Individually and as Trustee, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31st day of December, 2008.



Velda Vonderau  
Notary Public, State of Texas  
Velda Vonderau - Expires 4/30/2009

Brooks Armour Diesel  
BROOKS ARMOUR DIESEL, as Trustee and  
Individually Brooks Armour 1984 Trust Lacy Withers  
Armour Trusts

THE STATE OF TEXAS §

COUNTY OF WHARTON §

BEFORE ME, the undersigned authority, on this day personally appeared BROOKS ARMOUR DIESEL. Individually and as Trustee, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31st day of December, 2008.



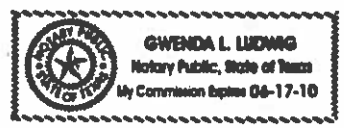
Velda Vonderau  
Notary Public, State of Texas  
Velda Vonderau - Expires 4/30/2009

Barbara Della Longa  
BARBARA DELLA LONGA, Co-Trustee Laurance  
H. Armour, Jr. and Margot Boyd Armour 1989 Trust

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared BARBARA R. DELIA LONGA, Co-Trustee, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19th day of ~~December~~ <sup>January</sup>, 2008.  
9



Gwendal L. Ludwig  
Notary Public, State of TEXAS

JOHN S. RUNNELLS III, as Independent Executor  
for the Estate of John S. Runnells II, Deceased, and as  
Successor Trustee

THE STATE OF Texas §

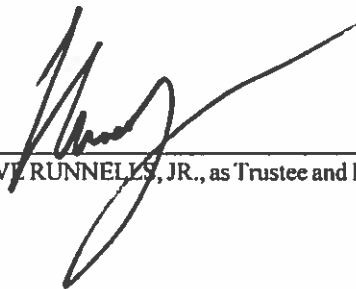
COUNTY OF Matagorda §

BEFORE ME, the undersigned authority, on this day personally appeared JOHN S. RUNNELLS III, as Independent Executor for the Estate of John S. Runnells II, Deceased, and as Successor Trustee, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of December, 2008.



Stacey Parr  
Notary Public, State of Texas

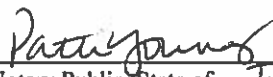
  
CLIVE RUNNELLS, JR., as Trustee and Individually

THE STATE OF TEXAS §  
COUNTY OF WARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared CLIVE RUNNELLS JR., Individually and as Trustee, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16th day of ~~December~~ January, 2008<sup>8A</sup>



  
Notary Public, State of Texas

HUTCHINS-PIERCE, LTD.  
Hutchins-Pierce Management  
Company, L. L. C. General Partner

By: [Signature]  
Name: Jack H. Moore  
Title: Co-Manager

By: [Signature]  
Name: Peter C. Taaffe  
Title: Co-Manager

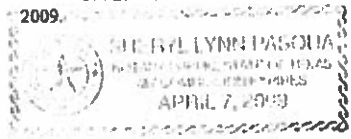
Northern Trust, NA Co-Manager  
By: [Signature]  
Name: David J. Parker  
Title: Vice President

THE STATE OF TX §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared JACK H. MOORE, Co-Manager of HUTCHINS-PIERCE MANAGEMENT COMPANY, L. L. C., known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of January, 2009.



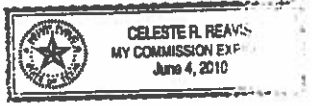
[Signature]  
Notary Public, State of Texas

THE STATE OF Texas §

COUNTY OF Tarrant §

BEFORE ME, the undersigned authority, on this day personally appeared PETER C. TAAFFE, Co-Manager of HUTCHINS-PIERCE MANAGEMENT COMPANY, L. L. C., known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13th day of January, 2009.



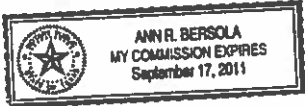
[Signature]  
Notary Public, State of Texas



THE STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared DAVID J. PARKER, Vice President of NORTHERN TRUST, NA, a national banking association, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same on behalf of said Bank for the purposes and consideration therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13<sup>th</sup> day of January, 2009.



*Ann R. Bersola*  
Notary Public, State of TEXAS

FILED

2009 MAY 20 PM 3: 50

*Rail Deun*  
COUNTY CLERK  
MATAGORDA COUNTY, TEXAS

STATE OF TEXAS, COUNTY OF MATAGORDA  
I hereby certify that this instrument was FILED in File Number  
Sequence on the date and at the place stamped hereon by me  
and was duly RECORDED in the OFFICIAL RECORDS of  
Matagorda County, Texas on

MAY 20 2009



*Rail Deun*  
COUNTY CLERK Matagorda County, Texas

After recording return to:  
CITY OF BAY CITY, TEXAS, a Municipal Corporation  
1901 Fifth Street  
Bay City, Matagorda County, Texas 77414

Prepared in the Law Office of:  
HAYES & PENDERGRAFT  
DANIEL E. HAYES  
1704 Fifth Street  
Bay City, Texas 77414  
Telephone: 979-245-8359  
Facsimile: 979-245-1235

**BUDGET~ REVIEW THE CITY OF BAY CITY'S PROPOSED FEE ORDINANCE  
CHANGES TO BE EFFECTIVE OCTOBER 1, 2020.**

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## **EXECUTIVE SUMMARY**

### **APPENDIX B- FEE SCHEDULE**

Revised Sections:

- Chapter 2- Administration
- Chapter 18- Aviation
- Chapter 22- Building & Building Regulations
- Chapter 42- Fire Prevention and Protection
- Chapter 58- Municipal Court
- Chapter 70- Parks and Recreation
- Chapter 90- Solid Waste
- Chapter 114- Utilities

APPENDIX B - FEE SCHEDULE<sup>(1)</sup>

Section Number	Subject	Fee Amount
<b>Chapter 2 - Administration</b>		
2-53(c)	Fine for disrupting council meetings	\$25.00 to \$100.00 per offense
<a href="#">2-164</a>	<a href="#">Return Check Fee</a>	<a href="#">\$30.00</a>
2-216	Request for records fee	\$0.10 per page (standard size) \$0.15 per page (legal size)
2-268	Variance <del>file</del> <a href="#">filing application</a> fee	<del>\$25.00 (proposed \$50.00)</del> <a href="#">\$150.00</a>
<b>Chapter 10 - Amusements and Entertainments</b>		
Sexually oriented business permit		
10-39(a)	Application fee	\$500.00
10-39(b)	Renewal - Adult service provider permit	\$100.00
10-39(c)	Renewal - Business manager permit	\$150.00
10-39(d)	Duplicate/copy - License, permit, identification card	\$10.00
10-39(e)	Fingerprinting	\$25.00
<b>Chapter 14 - Animals</b>		
14-	Animal impound	\$25.00 first day, \$10.00 each additional day
14-44	Animal quarantine - Rabies	\$30.00 Processing fee \$15.00 per day
<b>Chapter 18 - Aviation</b>		

18-6(a)	Aerial Advertising - City limits permit	\$15.00 per flight
18-6(a)	Aerial Advertising - City limits, 7-day permit	\$25.00
18-	Aerial Applicator Operating Permit	\$500.00 per aircraft (30-day period) \$250.00 for each additional aircraft
18-135	Fuel Flowage Fee	\$0.15 per gallon
<i>Daily Tie Down Fees</i>		
18-	Single Engine	\$10.00
18-	Twin Engine	\$20.00
18-	Turbo/Jet Engine	\$30.00
<i>Monthly Tie Down Fees</i>		
First calendar day free WITH fuel purchase. Tie down fees are calculated on the calendar day. (Example: "Calendar Day" 1 minute to 24 hours equals 1 calendar day.)		
18-	Single Engine	\$100.00
18-	Twin Engine	\$200.00
18-	Turbo/Jet Engine	\$300.00
No discount offered with purchase of fuel. Tie down fees are calculated on the calendar day.		
<i>Main Hangar Daily Fees</i>		
18-	Single Engine	\$25.00
18-	Twin Engine	\$50.00
18-	Turbo/Jet Engine	\$100.00
18-	T Hangar Monthly Fee	\$185.00 per month with a \$185.00 Deposit

18-	End-Cap Monthly Fee	\$55.00 per month
<i>Main Hangar Monthly Fees</i>		
18-	Single Engine	\$225.00
18-	Twin Engine	\$300.00
18-	Turbo Prop	\$350.00
18-	Jet Engine	\$450.00
18-	Deposit	Equal to one month's rent
<u>18-</u>	<u>Late Payment Fee</u>	<u>\$50.00</u>
<i>Ramp Fees</i>		
18-	Single Engine	\$10.00
18-	Twin Engine	\$20.00
18-	Turbo/Jet Engine	\$30.00
Customers using our ramp to drop off or pick up passengers and purchasing aviation fuel are not charged a ramp use fee. All others will be charged a ramp fee on the calendar day.		
18-	Courtesy Vehicle for Fly-in visitors w/aviation fuel purchase	First 2 hours: No charge; then \$15.00/hour
	Courtesy Vehicle for Fly-in visitors w/out aviation fuel purchase	\$20.00/hour
	(a) Fly in visitors with no fuel purchase: A surcharge of \$20.00 will be charged regardless of how much fuel was used in the vehicle, if the vehicle is returned without the fuel being replaced.	
	(b) The overnight use of the vehicle may be approved at the cost of a flat rate fee of \$100.00 (after 5:00 p.m. until 8:00 a.m.). The charges as stated above will then apply between the hours of 8:00 a.m. to 5:00 p.m.	

18-	After Hour's Services	\$55.00/hour (2-hour minimum)
18_	Fuel Service Fees	40 cents per gallon of fuel
18_	Fuel additive	.05 cents per gallon plus posted fuel price
<b>Chapter 22 - Building and Building Regulations</b>		
22-50	Plan Review Fee	50% of the building permit fee
	Residential New Construction Building Permit Fees	
	0—1,500 square footage (sf)	\$785.00
22-50	1,501—10,000 sf	\$785.00 + \$0.35/sf for additional area over 1,500 sf
22-50	10,000 sf and up	\$3,760.00 + \$0.15/sf for additional are over 10,000 sf
	Residential Alteration/Addition Building Permit Fees	
22-50	Trade Permits (building, mechanical, electrical, plumbing, fuels gas, etc.)	\$100.00 per trade
22-50	Re-roof	\$50.00
22-50	Commercial Building Permit Fees	
	Valuation: \$1,000.00 or less	\$25.00
	Valuation: \$1,001.00 to \$50,000.00	\$25.00 for the first \$1,000.00 + <del>\$5.50</del> <u>\$7.00</u> for each additional \$1,000.00 fraction thereof
	Valuation: \$50,001.00 to \$100,000.00	\$289.50 for the first \$50,000.00 + <del>\$4.50</del> <u>\$6.00</u> for each additional \$1,000.00 fraction thereof

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	Valuation: \$100,001.00 to \$500,000.00	\$514.50 for the first \$100,000.00 + <del>\$3.50</del> <u>\$5.00</u> for each additional \$1,000.00 fraction thereof
	Valuation: \$500,001 and up	\$1,914.50 for the first \$500,000.00 + <del>\$2.50</del> <u>\$4.00</u> for each additional \$1,000.00 fraction thereof
22-50	Demolition <u>and Utility Termination</u> Permit	<del>\$50.00</del> <u>\$150.00</u>
<del>22-50</del>	<del>Utility Termination Permit</del>	<del>\$125.00</del>
22-50	Re-inspection Fee	\$30.00
22-50	After-hours inspection Fee	\$50.00
22-50	Flood Zone Confirmation	\$25.00
22-50	Permit Renewal/Extension prior to expiration	50% of original permit fee
22-50	Permit Renewal after Expiration	100% of original permit fee
22-50	Work prior to issuance of permit	200% of original permit fee
22-50	New Construction Certificate of Occupancy	No Charge
22-50	Certificate of Occupancy/Change in Ownership	\$150.00
22-50	Certificate of Occupancy/Change in Name	\$150.00
22-50	Temporary Certificate of Occupancy (TCO)	\$100.00
22-50	Copy of Certificate of Occupancy	\$10.00
22-50	Certificate of Occupancy/Tenant Space (no work)	\$150.00

22-50	Life Safety Inspection (foster homes, etc.)	\$150.00
22-50	Storage of Impounded Sign	\$25.00 per sign
22-163	Residential Electrical Permit Fee	\$25.00
22-163	Commercial Electrical Permit Fee	Minimum \$25.00 based on valuation of project
22-297	Residential Plumbing Permit Fee	\$25.00
22-297	Commercial Plumbing Permit Fee	Minimum \$25.00 based on valuation of project
22-383	Residential Mechanical Permit Fee	\$25.00
22-383	Commercial Mechanical Permit Fee	Minimum \$25.00 based on valuation of project
22-465	Moving Permit (Building or structure)	\$50.00
22-502	House Moving License	\$100.00 per year
<b>Chapter 26 - Businesses</b>		
26-33(d)	Mobile Food Establishment Fee	\$100.00 per year
26-56(a)	Massage License Application Fee	\$300.00 per year
26-57	Massage Business permit	\$200.00 per year
26-61	Multiple massage establishments license fee	\$100.00
<b>Chapter 42 - Fire Prevention and Protection</b>		
42-77	Sprinkler Systems (Valuation based on construction valuation for project)	Based on 3rd party contract fees
	Plan Review Services	Based on 3rd party contract fees



42-77	Fire Alarm Systems (Valuation based on construction valuation for project)	Based on 3rd party contract fees
42-77	Annual Fire Inspection	<del>\$157.50</del> <u>\$150.00</u>
42-77	Fire Certificate of Occupancy Inspection	<del>\$157.50</del> <u>\$150.00</u> per hour, per location
42-77	Fire Re-inspection	<del>\$157.50</del> <u>\$150.00</u>
42-81(1)	Additional inspections	<del>\$157.50</del> <u>\$150.00</u> per location
42-81(2)	Fire certificate of occupancy	<del>\$157.50</del> <u>\$150.00</u>
<b>Chapter 58 - Municipal Court</b>		
58-48	Special expense for issuance and service of arrest warrant	\$25.00
58-49	Special expense for driving safety course	\$10.00 (not to exceed)
58-50	Special expense for teen court program	\$20.00 (not to exceed)
58-51	Special expense for delinquent fines	Fee shall be the lesser of 20% of the amount of the fine or \$50.00
58-76(a)	<del>Security fee charged for cost of court (Building Security Fund)</del> <u>Municipal Court Building Security Fund</u>	<del>\$3.00</del> <u>4.90</u> per misdemeanor offense
58-96(1)	<del>Juvenile case manager fee</del> <u>Juvenile Case Manager Fund</u>	\$5.00 <del>(not to exceed)</del> <u>per misdemeanor offense</u>
58-122(a)	Municipal Court Technology <del>Fee</del> <u>Fund</u>	\$4.00 <u>per misdemeanor offense</u>
<b>Chapter 62 - Natural Resources</b>		
62-7b	Drilling permit fee	\$2,500.00
62-7b	Re-entering plugged well to operate	\$2,500.00

62-7b	Amendment to permit	\$500.00
62-7b	Extension of permit	\$500.00
62-7b	Permit for seismic surveys	\$500.00
<b>Chapter 66 - Offenses</b>		
66-4(f)	Loitering fine	Not less than \$1.00 and not more than \$200.00
66-64(b)	Curfew Penalty fines	Not less than \$50.00 nor more than \$500.00
66-179(c)	Protesting Funerals Penalty Fine	Not to exceed \$500.00
<b>Chapter 70 Parks and Recreation</b>		
<u>70-XX</u>	<u>Return Check Fee</u>	<u>\$30.00</u>
	<u>Registration fee</u>	<u>\$5.00/reservation</u>
<del>70-XX</del>	Facility - Train Depot	<del>\$100.00</del> 200.00/day + \$100.00 Deposit
	Facility - Service Center	<del>See separate approved schedule</del>
	(1) <u>Service Center- Library Room</u>	<u>\$100.00/day + \$100.00 Deposit</u>
	(2) <u>Service Center- Kitchen</u>	<u>\$50.00/day + \$50.00 Deposit</u>
	(3) <u>Service Center- Dining Room</u>	<u>\$100.00/day + \$100.00 Deposit</u>
	(4) <u>Service Center- Lobby</u>	<u>\$100.00/day + \$100.00 Deposit</u>
	(5) <u>Service Center- Gusman Room</u>	<u>\$100.00/day + \$100.00 Deposit</u>
	(6) <u>Service Center- Lobby &amp; Auditorium</u>	<u>\$1,200/day + \$300.00 Deposit</u>
	(7) <u>Service Center- Entire Facility</u>	<u>\$1,500/day + \$300.00 Deposit</u>

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(a) Civic, Social, Charitable, Non-profit, and Other Governmental organizations shall pay one-half the rent fee for Service Center options 1-5 and one-third the rent fee of options 6-7. Municipal and County Government shall be charged an administrative recovery fee of \$50 for options 1-5 and \$100 for options 6-7.

(b) A charge of \$25.00 per hour per person for City staff to set and take down. This only applies to the Auditorium or Entire Facility Rental.

(c) Facility Use Hours: Monday-Sunday are 8:00 AM to 10:00 PM. Any time needed beyond 10:00 PM shall be charged \$100.00/hour inclusive of cleaning time.

	Pavilion - Amistad Park	\$50.00/day + \$50.00 Deposit
	Pavilion - Riverside Park	See Riverside Park section
	East Side Pavilion - LeTulle Park	\$100.00/day + \$50.00 Deposit
	West Side Pavilion - LeTulle Park	\$100.00/day + \$50.00 Deposit
	Lakeview Pavilion - LeTulle Park	\$150.00/day + \$100.00 Deposit
	Pavilion - Duncan Park	\$50.00/day + \$50.00 Deposit
	Sports Complex: Basketball Pavilion	\$25.00/hour + \$50.00 Deposit
	Sports Complex: Per Field	\$25.00/hour + \$75.00 Deposit
	Sports Complex: All three fields	\$70.00/hour + \$200.00 Deposit
	Sports Complex: All three fields including press box	\$85.00/hour + \$250.00 Deposit
	Sports Complex: All three fields including press box and concession stand	\$100.00/hour + \$300.00 Deposit
	Sports Complex: Concession Stand	\$15.00/hour + \$100.00 Deposit
	Other Baseball Fields: City Field or Joe Davis Field	\$20.00/hour + \$100.00 Deposit

Football Field (Non YSA Use): Hardeman Football Field	\$15.00/hour + \$100.00 Deposit
Park: Duncan Park	\$250.00/day + \$100.00 Deposit
Park: Liberty Park	\$150.00/day + \$100.00 Deposit
Pools: Admission	Adult - \$2.00/day Child (Under 18) - \$1.00/day
<a href="#">Pools: Canopy</a>	<a href="#">\$25.00/hour</a>
Pools: Lap Swim (16th Pool only)	\$1.00/day or \$10.00/month
Pools: Season Passes	Individual - \$40.00/season Family of 5 - \$100.00/season
Pool Rental (Limited times available)	\$250.00 (4 hours)
Riverside Park: Admission	\$8.00/car or \$80.00 Yearly Pass
Riverside Park: Pavilion	\$100.00/day plus \$50.00 Deposit (Up to 20 Cars included, then \$8.00 per car)
Riverside Park: RV Full Hook Up (Water, Sewer, Electric)	\$35.00 Daily, \$210.00/Week, \$500.00/Month plus \$35.00 Deposit
Wilderness Camping - RV or Tent (Electric & Water)	\$25.00 Daily, \$150.00/Week, \$350.00/Month plus \$25.00 Deposit
Excess Vehicle Fee (Pertains to campers)	\$8.00 per Day
Boat Launch Fee	\$2.00 per Day
(a) Sports Complex: Press box is available at the discretion of Parks Director.	
(b) Park rentals are limited in time availability.	
(c) Renting an entire park area or pool have special restriction.	

	(d) Camping fees include 1 vehicle per site per day.	
<b>Chapter 74 - Peddlers and Solicitors</b>		
74-39(a)	License Permit fee	\$50.00 + \$5.00 administrative fee
	License permit fee - 12-month	\$70.00 + \$5.00 administrative fee
<b>Chapter 82 - Police</b>		
82-2	Copies of records fee	\$6.00 per document for certified copies
<b>Chapter 86 - Secondhand Goods</b>		
86-20(b)	Junkyard license fee	\$20.00
86-20(b)	Inspection renewal fee	\$10.00
<b>Chapter 90 - Solid Waste</b>		
90-28(3)	Residential Trash	<del>\$21.04</del> 21.42/month
	Residential - Extra Toter	<del>\$40.53</del> 10.72/month
	Small Commercial	<del>\$37.33</del> 38.00/month
	Small Commercial - Extra Toter	<del>\$48.67</del> 19.00/month
	Large Commercial:	
	2-Yard 1 time per week	<del>\$59.44</del> 60.50/month
	2-Yard 2 times per week	<del>\$119.87</del> 122.02/month
	2-Yard 3 times per week	<del>\$178.54</del> 181.70/month
	2-Yard 4 times per week	<del>\$235.30</del> 239.51/month
	2-Yard 5 times per week	<del>\$290.34</del> 295.50/month

2-Yard 6 times per week	\$ <del>249.75</del> <u>356.01</u> /month
3-Yard 1 time per week	\$ <del>83.78</del> <u>85.28</u> /month
3-Yard 2 times per week	\$ <del>167.66</del> <u>170.66</u> /month
3-Yard 3 times per week	\$ <del>248.83</del> <u>253.28</u> /month
3-Yard 4 times per week	\$ <del>327.28</del> <u>333.14</u> /month
3-Yard 5 times per week	\$ <del>403.03</del> <u>410.24</u> /month
3-Yard 6 times per week	\$ <del>485.65</del> <u>494.34</u> /month
4-Yard 1 time per week	\$ <del>103.63</del> <u>105.49</u> /month
4-Yard 2 times per week	\$ <del>206.42</del> <u>210.12</u> /month
4-Yard 3 times per week	\$ <del>305.64</del> <u>311.08</u> /month
4-Yard 4 times per week	\$ <del>401.21</del> <u>408.39</u> /month
4-Yard 5 times per week	\$ <del>493.18</del> <u>502.00</u> /month
4-Yard 6 times per week	\$ <del>596.89</del> <u>607.48</u> /month
6-Yard 1 time per week	\$ <del>143.31</del> <u>145.88</u> /month
6-Yard 2 times per week	\$ <del>283.96</del> <u>289.04</u> /month
6-Yard 3 times per week	\$ <del>419.22</del> <u>426.73</u> /month
6-Yard 4 times per week	\$ <del>549.06</del> <u>558.89</u> /month
6-Yard 5 times per week	\$ <del>673.48</del> <u>685.54</u> /month
6-Yard 6 times per week	\$ <del>814.02</del> <u>828.59</u> /month
8-Yard 1 time per week	\$ <del>173.94</del> <u>177.05</u> /month

	8-Yard 2 times per week	<del>\$343.19</del> 349.34/month
	8-Yard 3 times per week	<del>\$505.73</del> 514.78/month
	8-Yard 4 times per week	<del>\$660.81</del> 672.64/month
	8-Yard 5 times per week	<del>\$808.68</del> 823.16/month
	8-Yard 6 times per week	<del>\$942.19</del> 959.05/month
	Additional Haul - 2-Yard	<del>\$19.82</del> 20.18/month
	Additional Haul - 3-Yard	<del>\$27.96</del> 28.46/month
	Additional Haul - 4-Yard	<del>\$34.57</del> 35.19/month
	Additional Haul - 6-Yard	<del>\$47.81</del> 48.67/month
	Additional Haul - 8-Yard	<del>\$58.04</del> 59.07/month
	Lock Fee - Installation (1-time fee)	\$75.00
	Lock Fee	\$5.00/month
	<u>Household Hazardous Waste (HHW) Fee</u>	<u>\$0.94/single-family residential unit inside city limits</u>
(customers outside of city limits pay 1.5 times inside city limit rate)		
<b>Chapter 94 - Streets, Sidewalks and Other Public Places</b>		
94-204	Street Closure Application Fee	\$25.00
94-229(c)	Street Name Application Fee	\$100.00
<b>Chapter 98 - Subdivisions</b>		
<i>Platting Fees</i>		
98-42(b)	Land plan fee	\$200.00

98-42(c)	Construction plan review	\$200.00 for sites less than one acre \$300.00 for sites one to five acres 500.00 for sites greater than five acres
98-42(d)	Preliminary plat fees	\$200.00 for sites less than one acre \$350.00 for sites one to five acres \$500.00 for sites greater than five acres
98-42(e)	Final plat fees	\$300.00 + \$5.00 per lot
98-42(f)	Development plat fee	\$300.00 + \$10.00 per acre
98-42(g)	Minor plat/re-plat	\$150.00 + \$5.00 per lot
98-42(h)	Amended plat	\$100.00 per plat
98-42(j)	Alley/Easement abandonment fee	\$100.00 per application
98-42(k)	Mobile Home park plats	\$300.00 + \$5.00 per lot/stand
<b>Chapter 99 - Downtown Bay City Land Development Code</b>		
99-9	Penalty Fine	\$2,000.00
<b>Chapter 102 - Taxation</b>		
102-70(a)	Hotel - Motel Occupancy Tax Rate	\$2.00 or more per day
<b>Chapter 106 - Telecommunications</b>		
106-80	Penalty Fee	\$500.00 per day
<b>Chapter 110 - Traffic and Vehicles</b>		
	Penalty Fee	Not to exceed \$500.00



110-175	Impoundment of Vehicle	Not less than \$4.00 per day
110-185	Disabled parking zone penalty fine	Up to \$500.00 per day
	Penalty Fee	Not more than \$2,000.00
<b>Chapter 114 - Utilities</b>		
	Return Check Fee	\$30.00
114-22	<i>Water and Sewer Deposits</i>	
114-22(1)	Residential Customers Single-Family resident	\$150.00
114-22(1)	Small Business Commercial property with a 3.4-inch water or 4-inch sewer connection, or both	\$200.00
114-22(1)	Large Business Commercial property with a water connection 1-inch or greater or sewer connection 6-inch or greater, or both	Up to 60-day average bill
114-22(1)	Multi Unit Multi units connected to one water meter	Up to 60-day average bill
114-22(1)	Commercial accounts Washaterias, carwashes, and other high volume users	Up to 60-day average bill
114-22(4a1)	Reconnection Fee: Upon disconnection at curb stop <a href="#">for non-payment</a>	\$50.00
114-22(4a2)	Reconnection Fee: Upon meter removal	\$100.00
114-22(4a3)	Reconnection Fee: Upon locking meter	\$100.00
114-22(4b)	Residential: Required deposit (restoration of service due to non-payment)	\$50.00 per occurrence (not to exceed \$300.00)

114-22(4b)	Commercial: Required deposit (restoration of service due to non-payment)	\$50.00 per occurrence (not to exceed 90-day average)
114-26	Late payment Fee	10% of balance, or \$10.00, (whichever is greater)
114-55	<i>Water Tapping Charges</i>	
114-55(a)	1-inch or less	\$1,250.00 (Includes cost of labor, parts, materials associated with the installation of the meter and actual tap to City main. Customer is responsible for all cost associated with extending utility lines.)
114-55(a)	1.5-inch or greater	<del>Based on 3rd party contractor cost plus cost of meter and inspection fee (\$100.00)</del> 15% of the total cost associated with actual tap to City main plus cost of the meter. Customer is responsible for all cost associated with extending utility lines.
114-55 (a)	<u>Inspection Fee – An inspection fee shall be assessed for each water tap and meter installed by third party and subsequently inspected by City personnel. Upon connection to the City system, the meter becomes the property of the City.</u>	\$100.00
114-57	<i>Connection Fees</i>	
114-57(1)	Connection Fee ( <u>Activation Fee</u> ) - New Service	\$15.00
114-57(2)	Connection Fee - Following Disconnect for non-payment	\$50.00
114-57(3)	Connection Fee - Tampering (turned on by customer following disconnect for non-payment)	\$100.00

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114-57(3a)	Connection Fee - Tampering with damage to curb stop or meter box	\$150.00
114-57(3b)	Connection Fee - Tampering with damage to meter or register	Cost of equipment replacement plus tampering fee noted in 114-57(3)
114-57(4)	Connection Fee - After normal business hours	\$35.00
114-88	<i>Monthly Rate Schedule (Water)</i>	
<b>Residential</b>		
114-88	Base Charge 0—2,000 gallons <del>0.625</del> <del>0.625</del> —10-inch meter	<del>\$22.13</del> <u>\$24.10</u>
	<u>Base Charge 0—2,000 gallons</u> <u>0.75-inch meter</u>	<u>\$24.10</u>
	<u>Base Charge 0—2,000 gallons</u> <u>1-inch meter</u>	<u>\$30.20</u>
	<u>Base Charge 0—2,000 gallons</u> <u>1.5-inch meter</u>	<u>\$60.30</u>
	<u>Base Charge 0—2,000 gallons</u> <u>2-inch meter</u>	<u>\$96.50</u>
	<u>Base Charge 0—2,000 gallons</u> <u>3-inch meter</u>	<u>\$181.00</u>
	<u>Base Charge 0—2,000 gallons</u> <u>4-inch meter</u>	<u>\$302.00</u>
	<u>Base Charge 0—2,000 gallons</u> <u>6-inch meter</u>	<u>\$603.00</u>
	<u>Base Charge 0—2,000 gallons</u> <u>8-inch meter</u>	<u>\$987.00</u>

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	<u>Base Charge 0—2,000 gallons 10-inch meter</u>	<u>\$1,565.00</u>
<i>Volumetric Rate</i>		
114-88	2,001—5,000 Gallons	<del>\$2,061.80</del> per 1,000 gallons
114-88	5,001—10,000 Gallons	<del>\$2,593.15</del> per 1,000 gallons
114-88	Over 10,000 Gallons	<del>\$3,116.30</del> per 1,000 gallons
<b><u>Non-Residential (Commercial)</u></b>		
<i>Base Monthly Bill</i>		
114-88	0.625-inch meter	<del>\$22,1324.10</del>
114-88	0.75-inch meter	<del>\$22,1324.10</del>
114-88	1-inch meter	<del>\$27,6730.20</del>
114-88	1.5-inch meter	<del>\$55,3160.30</del>
114-88	2-inch meter	<del>\$88,4996.50</del>
114-88	4-inch meter	<del>\$165,92181.00</del>
114-88	4-inch meter	<del>\$276,54302.00</del>
114-88	6-inch meter	<del>\$553,08603.00</del>
114-88	8-inch meter	<del>\$884,92987.00</del>
114-88	10-inch meter	<del>\$1,272,071,565.00</del>
<i>Volumetric Rate</i>		
114-88	0-10,000 Gallons	<del>\$2,595.10</del> per 1,000 gallons
114-88	Over 10,000 Gallons	<del>\$2,595.10</del> per 1,000 gallons

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<b>Industrial</b>		
<i>Base Monthly Bill</i>		
114-88	\$0.625-inch meter	<del>\$22.13</del> <u>24.10</u>
114-88	0.75-inch meter	<del>\$22.13</del> <u>24.10</u>
114-88	1-inch meter	<del>\$27.67</del> <u>30.10</u>
114-88	1.5-inch meter	<del>\$55.31</del> <u>60.30</u>
114-88	2-inch meter	<del>\$88.49</del> <u>96.50</u>
114-88	<del>4</del> 3-inch meter	<del>\$165.92</del> <u>181.00</u>
114-88	4-inch meter	<del>\$276.54</del> <u>302.00</u>
114-88	6-inch meter	<del>\$553.08</del> <u>603.00</u>
114-88	8-inch meter	<del>\$884.92</del> <u>987.00</u>
114-88	10-inch meter	<del>\$1,272.07</del> <u>1,565.00</u>
<i>Volumetric Rate</i>		
114-88	0—900,000 Gallons	<del>\$4.59</del> <u>5.28</u> per 1,000 gallons
114-88	900,001 to 4,500,000 Gallons	<del>\$4.13</del> <u>6.45</u> per 1,000 gallons
114-88	Over 4,500,000 Gallons	<del>\$3.67</del> <u>8.07</u> per 1,000 gallons
(customers outside of city limits pay 2x amount)		
<b>Bulk Water</b>		
(Metered Water)	Base Charge 0—2,000 gallons	<del>\$75.00</del> <u>35.00</u>

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114-88	2,001—10,000 gallons	<del>2-times-commercial-rate-per-1,000-gallons</del> <u>\$5.10 per 1,000 gallons</u>
114-88	Over 10,000 gallons	<del>2-times-commercial-rate-per-1,000-gallons</del> <u>\$5.10 per 1,000 gallons</u>
<b>Article 4 Sewer and Sewer Surcharge Rates</b>		
114-109	<i>Fees and Sewer Taps</i>	
114-109(1a)	4-inch connection <del>or less</del>	<u>\$1,250.00 (Includes cost of labor, parts, materials associated with actual tap to City main. Customer is responsible for all cost associated with extending utility lines.)</u>
114-109(1b)	Over 4-inch	<u>15% of the total cost associated with actual tap to City main. Customer is responsible for all cost associated with extending utility lines. Based on 3rd party contractor plus inspection fee (\$100.00)</u>
<u>114-109</u>	<u>Inspection Fee – An inspection fee shall be assessed for each sewer tap installed by third party and subsequently inspected by City personnel.</u>	<u>\$100.00</u>
114- <del>109(2)</del> <u>55(b)</u>	Line Locate	\$200.00 Additional charges of \$50.00/hour after the first 4 hours
114-134	<i>Monthly Rate Schedule (Sewer)</i>	
<u>Residential</u>		
114-134	Base Charge 0—2,000 gallons <del>0.625</del> <del>0-10</del> -inch meter	<del>\$20.28</del> <u>\$22.80</u>
	<u>Base Charge 0—2,000 gallons</u> <u>0.75-inch meter</u>	<u>\$22.80</u>

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	<u>Base Charge 0—2,000 gallons 1-inch meter</u>	<u>\$34.10</u>
	<u>Base Charge 0—2,000 gallons 1.5-inch meter</u>	<u>\$64.60</u>
	<u>Base Charge 0—2,000 gallons 2-inch meter</u>	<u>\$101.00</u>
	<u>Base Charge 0—2,000 gallons 3-inch meter</u>	<u>\$199.00</u>
	<u>Base Charge 0—2,000 gallons 4-inch meter</u>	<u>\$370.00</u>
	<u>Base Charge 0—2,000 gallons 6-inch meter</u>	<u>\$766.00</u>
	<u>Base Charge 0—2,000 gallons 8-inch meter</u>	<u>\$1,102.00</u>
	<u>Base Charge 0—2,000 gallons 10-inch meter</u>	<u>\$1,773.00</u>
<del>114-212</del>	<del>Customer Service Inspector (CSI)</del>	<del>\$50.00 per hour (1 hour minimum)</del>
<del>114-305</del>	<del>Backflow Prevention Inspection</del>	<del>\$50.00 per hour (1 hour minimum)</del>
<i>Volumetric Rate</i>		
114-134	2,001—5,000 Gallons	<del>\$5.01</del> <u>5.70</u> per 1,000 gallons
114-134	5,001—10,000 Gallons	<del>\$5.01</del> <u>6.27</u> per 1,000 gallons
114-134	Over 10,000 Gallons	<del>\$5.01</del> <u>6.90</u> per 1,000 gallons
<b>Non-Residential (Commercial)</b>		
<i>Base Monthly Bill</i>		

114-134	0.625-inch meter	<del>\$20.28</del> <u>22.80</u>
114-134	0.75-inch meter	<del>\$20.28</del> <u>22.80</u>
114-134	1-inch meter	<del>\$25.36</del> <u>34.10</u>
114-134	1.5-inch meter	<del>\$5.69</del> <u>64.60</u>
114-134	2-inch meter	<del>\$81.12</del> <u>101.00</u>
114-134	<del>4</del> 3-inch meter	<del>\$152.10</del> <u>199.00</u>
114-134	4-inch meter	<del>\$253.49</del> <u>370.00</u>
114-134	6-inch meter	<del>\$507.09</del> <u>766.00</u>
114-134	8-inch meter	<del>\$811.18</del> <u>1,102.00</u>
114-134	10-inch meter	<del>\$1,166.07</del> <u>1,773.00</u>
<i>Volumetric Rate</i>		
114-134	0—10,000 Gallons	<del>\$5.01</del> <u>5.10</u> per 1,000 gallons
114-134	Over 10,000 Gallons	<del>\$5.01</del> <u>5.10</u> per 1,000 gallons
<b>Industrial</b>		
<i>Base Monthly Billing</i>		
	0.625-inch meter	<del>\$20.28</del> <u>22.80</u>
	0.75-inch meter	<del>\$20.28</del> <u>22.80</u>
	1-inch meter	<del>\$25.36</del> <u>34.10</u>
	1.5-inch meter	<del>\$50.69</del> <u>64.60</u>
	2-inch meter	<del>\$81.12</del> <u>101.00</u>



3-inch meter	<del>\$152.10</del> <u>199.00</u>
4-inch meter	<del>\$253.49</del> <u>370.00</u>
6-inch meter	<del>\$507.09</del> <u>766.00</u>
8-inch meter	<del>\$811.18</del> <u>1,102.00</u>
10-inch meter size	<del>\$1,166.07</del> <u>1,773.00</u>
<b>Volumetric Rate</b>	
0—900,000 Gallons	<del>\$4.59</del> <u>4.00</u> per 1,000 gallons
900,001 to 4,500,000 Gallons	<del>\$4.13</del> <u>5.00</u> per 1,000 gallons
Over 4,500,000 Gallons	<del>\$3.67</del> <u>6.25</u> per 1,000 gallons
(customers outside of city limits pay 2x amount <a href="#">for sections 114-88 and 114-134</a> )	

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<a href="#">114-135 (b)</a>	<a href="#">Quantity cost capitol recovery fee (surcharge)</a>		
Source Classification	Remarks	Quantity Variable Daily Sewage Flow - Gallons/Person	Capital Cost Recovery Rate
Municipality	Residential (3 persons)	× 100 × \$2.06=	\$618.00 per home
Subdivision	Residential (3 persons)	× 100 × \$2.06=	\$618.00 per home
Trailer park transient	\$2½ Persons per trailer	× 50 × \$2.06=	\$257.50 per home

Mobile home park	\$4 Persons per trailer	$\times 100 \times \$2.06 =$	\$618.00 per home
Schools	Elementary, high (students)	$\times 15 \times \$2.06 =$	\$ 30.90 per student
Recreation parks	Campers	$\times 40 \times \$2.06 =$	\$ 82.40 per unit
	Boaters	$\times 5 \times \$2.06 =$	\$ 10.30 per unit
	Swimmers	$\times 10 \times \$2.06 =$	\$ 20.60 per person
Factory or office building	No showers (employees)	$\times 20 \times \$2.06 =$	\$ 41.20 per person
Factory	With showers (employees)	$\times 25 \times \$2.06 =$	\$ 51.50 per employee
Motor lodge	With toilet (units and bath)	$\times 50 \times \$2.06 =$	\$103.00 per unit
Hospitals	Per bed	$\times 200 \times \$2.06 =$	\$412.00 per bed
Nursing homes	Per bed	$\times 90 \times \$2.06 =$	\$185.40 per bed
Drive-in theater	Per car space	$\times 5 \times \$2.06 =$	\$ 10.30 per space
Restaurant	Per meal served	$\times 5 \times \$2.06 =$	\$ 10.30 per customer
Apartments	3 Persons	$\times 100 \times \$2.06 =$	\$618.00 per apartment
<u>114-212</u>	<u>Customer Service Inspector (CSI)</u>		<u>\$50.00 per hour (1 hour minimum)</u>
<u>114-305</u>	<u>Backflow Prevention Inspection</u>		<u>\$50.00 per hour (1 hour minimum)</u>

Section Number	Subject	Fee Amount
<b>Chapter N/A - Bay City Public Library</b>		
Overdue Materials (per day)	Books (unless specified)	\$0.15 per day
	Audios	\$0.50 per day
	DVDs	\$1.00 per day
	E-device	\$5.00 per day
	Games, Literacy Kits	\$2.00 per day
	NEW Books and ILL	\$0.25 per day
	NEW Audios and Lease Materials	\$1.00 per day
	NEW DVDs	\$2.00 per day
Max Overdue Fines	E-device	\$50.00
	All other materials	\$10.00
Library Cards	\$1 <sup>st</sup> Card	FREE
	Replacement card	\$3.00
Other Charges	Interlibrary Loan Shipping (ILL)	One-way postage
	Minor Damages	\$3.00 + partial processing fee (\$2.50)
Lost/Severe Damages	BCPL item	Cost of item + \$5.00 processing fee
	ILL	Cost assessed by lending library + \$5.00 processing fee

	E-devices	Varies based on item (up to replacement of entire unit) + \$5.00 processing fee
	Earphones	\$2.00
	USB	\$5.00
Services	Printing/Copies	\$0.15 per page (black & white)/\$.30 per page (color)
	Faxing	\$1.00 per page for 1—5 pages, \$0.50 for each subsequent page
	Laminating	\$2.00 per foot/\$1.00 for ID card size
Rentals	Multimedia Projector	\$30.00 per day
	Projector Screen	\$5.00 per day
<p>Two fine reduction opportunities are provided each year - Spring and Fall/Winter (Food for Fines in conjunction with the Police Department Food Drive). Amnesty days are offered on occasion during National Library Week. This allows patrons two times per year to clear or reduce their amounts.</p>		
<b>Chapter N/A - Civic Center</b>		
Fee Schedule with Room Dimensions	Rm #102: Diagonal Entrance/West Side (18' X 23')	\$100.00 + \$50.00 Deposit
	Rm #104: Small West Conference Room (20' X 23')	\$100.00 + \$50.00 Deposit
	Rm #106: Large West Conference Room (30' X 73')	\$300.00 + \$50.00 Deposit
	Rm #108: Catering Kitchen	\$200.00 + \$50.00 Deposit
	Rm #100: Main Exhibit Hall (100' X 120')	\$825.00 + \$200.00 Deposit

	Rm #103: Large East Conference Room (44' X 73')	\$375.00 + \$50.00 Deposit
	Rm #109: Small East Conference Room (20' X 30')	\$150.00 + \$50.00 Deposit
	Rm #107: Small East Conference Room (18' X 30')	\$150.00 + \$50.00 Deposit
	Rm #111: Harvest Room-South Side (20' X 30')	\$175.00 + \$50.00 Deposit
	Rm #113: Harvest Room-North Side (30' X 30')	\$175.00 + \$50.00 Deposit
	Chamber Corporate Boardroom (Availability determined by Chamber usage)	\$200.00/4 hours + \$50.00 Deposit
Combination Prices	Rooms 100, 103, 106 combined	\$1,400.00 + \$300.00 Deposit
	Entire Civic Center (excluding chamber offices)	\$1,600.00 + \$300.00 Deposit

(a) An individual can reserve the room the day before the event at half price of the rent fee, and have full access all day between 8:00 a.m.—12:00 a.m.

(b) An individual can pay an \$80.00 hourly decorating fee to use the room the day before their event between the hours of 8:00 a.m.—4:00 p.m., as long as that room and date are available.

(c) Failure to submit a floor plan before the deadline will result in a \$60.00 late fee. Any changes requested by the renter after the deadline will be subject to a \$60.00 change fee.

#### Chapter 118 - Vehicles for Hire

118-61(a)	Taxi Application fee	\$25.00
118-61(b)	Administrative Fee	\$5.00
118-61(c)	Taxi Franchise Fee	\$100.00 + \$25.00 per taxicab per year

118-63(b)	<i>Taxi rates and fees</i>	
118-63(b1)	Initial pickup	\$2.50
118-63(b2)	Each additional 1/12 mile	\$0.20
118-63(b3)	Each additional passenger	\$0.00
118-63(b4)	First piece free, each additional piece	\$0.00
118-63(b5)	Standby or waiting per ¼ hour	\$7.00
18-95	State Class C License Annual permit fee	\$20.00 per driver

( [Ord. No. 1625, § 2\(Exh. A\), 9-27-2018](#) ; [Ord. No. 1633, § 2\(Exh. A\), 6-27-2019](#) ; [Ord. No. 1639, § 2\(Exh. A\), 9-12-2019](#) )

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Footnotes:

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**Editor's note**— Printed herein is the Fee Schedule of the City of Bay City, Texas, adopted as [Ordinance No. 1625, on Sept. 27, 2018](#).

**EXCLUSIVE AGREEMENT  
FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF  
HOUSEHOLD HAZARDOUS WASTE  
IN THE CITY OF BAY CITY, TEXAS**

**March 1, 2020**

**EXCLUSIVE AGREEMENT  
FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF  
HOUSEHOLD HAZARDOUS WASTE  
IN THE CITY OF BAY CITY, TEXAS  
STATE OF TEXAS  
COUNTY OF MATAGORDA**

THIS EXCLUSIVE AGREEMENT (this "Agreement") is made and entered into as of March 1, 2020, by and between Doliver Enterprises, LLC., a Texas Corporation, dba HHW Solutions (the "Service Provider"), and the City of Bay City, Texas (the "City").

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Service Provider the exclusive license and privilege to collect, haul and recycle or dispose of Household Hazardous Waste (as such terms are defined herein) within the City's corporate limits.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the City hereby agree as follows:

**SECTION 1. DEFINED TERMS.**

The following terms, as used herein, will be defined as follows:

**Aggregate** - The act of bringing together household hazardous waste that, after being separated from other household waste, is collected from two or more households and accumulated at a collection event, permanent collection center, point of generation pick-up service, mobile collection unit, or transporter's facility for the purpose of reusing, recycling, or disposing the material.

**Business Day** - Any day that is not a Saturday, a Sunday, or other day on which banks are required or authorized by law to be closed in the City.

**Collector** - Any person who accepts from two or more households any waste materials that have been separated from other household waste and offered to the collector because the generator either knows or considers the materials to be household hazardous waste.

**Hazardous Waste** - Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Texas statute, rule, order or regulation.

**Holidays** - The following days:

- (1) New Year's Day (January 1st)
- (2) Memorial Day
- (3) Independence Day (July 4th)



- (4) Labor Day
- (5) Thanksgiving Day
- (6) Christmas Day (December 25th).

**Household Hazardous Waste** - Any solid waste generated in a household by a consumer which, except for the exclusion provided in 40 Code of Federal Regulations (CFR) §261.4(b)(1), would be classified as a hazardous waste under 40 CFR Part 261. The term has the same meaning as "hazardous household waste." The definition for purposes of this contract shall include Electronic Recyclables.

**Household Hazardous waste processing, storage, or disposal facility** - A hazardous waste processing, storage, or disposal facility that has received an United States Environmental Protection Agency (EPA) permit (or a facility with interim status) in accordance with the requirements of 40 Code of Federal Regulations (CFR) Parts 270 and 124, or that has received a permit from a state authorized in accordance with 40 CFR Part 271.

**Landfill** - Any facility or area of land receiving Municipal Solid Waste or Construction and Demolition Waste and operating under the regulation and authority of the Texas Commission on Environmental Quality ("TCEQ") within the State of Texas, or the appropriate governing agency for landfills located outside the State of Texas.

**Mobile collection unit** - A vehicle (such as a truck or trailer) that is used to aggregate household waste materials delivered by the public prior to transporting the material to a permanent collection center, collection event, or registered hazardous waste transporter facility.

**Operator** - A person responsible for the collection, aggregation, and storage of household hazardous waste and household materials at a collection event or permanent collection center, in a point of generation pick-up service or mobile collection unit, or in any combination of collection programs.

**Personnel** - All individuals who perform tasks at or oversee the operations of a collection event, permanent collection center, mobile collection unit, or point of generation pick-up service.

**Point of generation pick-up service** - A service to collect household hazardous waste at generating households, either through direct contact with the generators or by collection of household hazardous waste left at curbside or in another location at the household.

**Residential Unit** - Any residential dwelling that is either a Single-Family Residential Units or a Multi-Family Residential Units such as a duplex. Excluding Multi-family dwellings such as apartments, townhouses, or hi rise units.

**Single-Family Residential Unit** - Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Household Hazardous Waste.

## **SECTION 2. OPERATIONS.**

A. **Scope of Operations.** It is expressly understood and agreed that the Service Provider will collect, haul and recycle or dispose of all Household Hazardous Waste(i) generated and accumulated by Residential Units, and (ii) placed for collections by those Residential Units receiving the services of the Service Provider all within the City's corporate limits, including any territories annexed by the City during the term of this Agreement (the "Services").

B. **Nature of Operations.** The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and recycling or disposal of Household Hazardous Waste, the title to all Household Hazardous Waste collected, hauled and recycled or disposed of by the Service Provider over, upon, along and across the City's present and future streets, alleys, bridges and public properties. All title to and liability for materials excluded from this Agreement shall remain with the generator of such materials.

## **SECTION 3. SINGLE-FAMILY RESIDENTIAL UNIT COLLECTIONS.**

- **Single-Family Residential Units.** The Service Provider will collect Household Hazardous Waste from Single-Family Residential Units once per month; provided, that (i) such Household Hazardous Waste items are placed close to the Residential Unit such as at the doorstep or driveway adjacent to the Unit, no later than 8:00 a.m. on the scheduled collection day.
- **Materials accepted include the following:**
  - Aerosol products
  - Ammunition, home use fireworks
  - Antifreeze
  - Auto fluids
  - Ballasts (non-PCB & PCB)
  - Batteries – auto, sump, power tool & household sizes
  - Blacktop sealer - oil based
  - Cleaning products
  - Cooking Oil
  - Fire Extinguishers
  - Fluorescent bulbs (tubes and CFLs)
  - Gasoline & oil/gas mixtures
  - HID (headlight bulbs)
  - Hobby & photo chemicals
  - Lawn chemicals
  - Mercury containing Devices (thermostats, etc.)
  - Motor oil
  - Oxygen tanks
  - Paint (Oil-based paints, stains, varnishes; and Latex Paint)
  - Pesticides, poisons, herbicides, insecticides
  - Pharmaceuticals/medications



- Pool chemicals
  - Propane tanks • Resins, Glues, Adhesives
  - Smoke Detectors
  - Solvents
- Items not accepted include the following:
    - Acetylene cylinders
    - Biological or medical waste
    - Business generated waste
    - Foam cylinders (Part A/Part B)
    - Explosives
    - MAPP gases
    - Radioactive Material
    - Syringes/needles
    - Farm machinery oil
- Item Limits per collection per month
    - Fluorescent light bulbs: Minimum 1, Maximum 8
    - Used motor oils or antifreeze: Minimum 1 gallon, Maximum 5 gallons
    - Paints and supplies; Pool & Household Chemicals: Minimum 1 gallons, Maximum 10 gallons
    - Household Cleaners; Pesticides & Fertilizers: Minimum 1 items, Maximum 8 items
    - Household Batteries: Minimum 1; Maximum 20
    - Recyclable Electronics: Minimum 1; Maximum 3, less than 50 pounds per item

#### **SECTION 4. RATES AND FEES.**

Subject to adjustment, as provided in Section 5 hereof, the rates and fees to be charged and received by the Service Provider are as follows:

A. Single-Family Residential Unit Services. For the Services provided to Single-Family Residential Units under Section 4.A. hereof, the Service Provider shall charge :

1. \$0.94 per month for each Single-Family Residential Unit.

These rates apply to all Single-Family Residential Units that are located within the City's corporate limits and billed by the City for water and sewer services.

#### **SECTION 5. RATE ADJUSTMENT.**

A. CPI-U Adjustment. On each anniversary date of this Agreement, the Service Provider shall have the right, in its sole discretion and upon giving prior notice to the City, to increase or decrease the rates set forth in Section 4 hereof (the "Initial Rates") in accordance with the CPI-U. As used herein, "CPI-U" shall mean the revised Consumer Price Index rate for all urban consumers (all items included) for the nearest available metropolitan area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "Bureau"). The CPI-U used will

be the CPI-U published by the Bureau during the month ninety (90) days preceding the adjustment under this Section 5A. The amount of the increase or decrease under this Section 5A. shall be equal to the percentage that the CPI-U has increased or decreased over the previous twelve (12) month period.

**SECTION 6. EXCLUSIONS.**

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling, recycling or disposal of any Non-Hazardous Solid Waste, animal or human, dead animals, auto parts or used tires from any Residential Unit

**SECTION 7. TERM OF AGREEMENT.**

The term of this Agreement shall be for a period of two (2) years, commencing on March 1, 2020, and concluding on February 28, 2022. At the expiration of the term of this Agreement, the Agreement may be renewed with mutually agreed upon terms of both parties.

**SECTION 8. ASSIGNMENT.**

This Agreement shall not be assignable or otherwise transferable by the Service Provider without the prior written consent of the City; provided, however, that the Service Provider may assign this Agreement to any direct or indirect affiliate or subsidiary of the Service Provider or to any person or entity succeeding to all or substantially all of the Service Provider's assets (whether by operation of law, merger, consolidation or otherwise) without the City's consent.

**SECTION 9. PROCESSING, BILLING AND FEES.**

A. Billings for Single-Family Residential Unit Services. On a monthly basis, the City agrees to bill and collect the rates and fees charged under Section 4.A. hereto from all Single-Family Residential Units possessing active water meters within the City's corporate limits, as well as from all other Single-Family Residential Units requiring the collection, hauling, recycling and disposal of Household Hazardous Waste within the City's corporate limits (the "Residential Billing"), plus any applicable sales, use or services taxes assessed or payable in connection with the Services provided hereunder.

F. Taxes. The City will be responsible to collect any applicable sales taxes that result in the execution of this contract.

**SECTION 10. HOURS OF SERVICE.**

For all the Services provided hereunder, the Service Provider's hours of service shall be between 8:00 a.m. to 6:00 p.m., Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Service Provider shall provide such services on the immediately following business day.



**SECTION 11. CUSTOMER SERVICE.**

The Service Provider agrees to field all inquiries from Residential Units relating to the collection, hauling, recycling and disposal of Household Hazardous Waste. The Service Provider and the City agree to cooperate with each other in the response to any such inquiries and the resolution of any such complaints.

**SECTION 12. COMPLIANCE WITH APPLICABLE LAWS.**

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling, recycling and disposal of Household Hazardous Waste, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the City that are not in derogation of this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the City's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The City shall have the right to make reasonable inspections of the Service Provider in order to insure compliance with this Section 12.

**SECTION 13. DUE CARE.**

The Service Provider shall exercise due care and caution in providing the Services so that the City's public and private property, including streets and parking areas, will be protected and preserved.

**SECTION 14. PERSONNEL AND PERFORMANCE STANDARDS.**

The Service Provider shall not deny employment to any person on the basis of race, creed or religion, and will insure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded. The Service Provider, its agents, servants and employees shall perform the Services in a courteous, competent and professional manner. During the term of this Agreement and any extension thereof, the Service Provider shall be responsible for the actions of its agents, servants and employees while such agents, servants and employees are acting within the scope of their employment or agency.

Further, the Parties have agreed to the following performance measures in accordance with this agreement:

- a. Service Provider will have no unresolved performance complaints. "Resolved" means that Service Provider addressed the issue and either resolved the issue or the customer was notified that the request was not part of the Agreement or some other unresolvable event.
- b. Service Provider agrees that more than 90% of collections shall be completed without a complaint.
- c. Service routes will be completed by 5:00pm greater than 90% of the time.

**SECTION 15. INSURANCE COVERAGE.**

Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in an amount equal to or exceeding the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
(1) Worker's Compensation	Statutory
(2) Employer's Liability	\$1,000,000
(3) Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 in the aggregate, combined single limit for Bodily Injury and Property Damage Liability
(4) Automobile Liability	\$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage Liability

The City shall be named as an additional insured on all the above coverages with the exception of workers compensation insurance. To the extent permitted by law, any or all of the insurance coverage required by this Section 24 may be provided under a plan(s) of self-insurance, including coverage provided by the Service Provider's parent corporation. Upon the City's request, the Service Provider shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section 24.

**SECTION 16. INDEMNITY.**

Service Provider assumes all risks of loss or injury to property or persons caused by its performance of the Services, including the obligations regarding the transportation and disposition of the items collected by Service Provider. The Service Provider agrees to indemnify and hold harmless the City and its agents, directors, employees, officers and servants from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) caused by a willful or negligent act or omission of the Service Provider, its officers and employees. However, the Service Provider shall not be liable for any legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees caused by a willful or negligent act or omission of the City, its agents, directors, employees, officers and servants.

**SECTION 17. SAVINGS PROVISION.**

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent



reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

**SECTION 18. TERMINATION.**

Any failure by either party or its successors and assigns to observe the terms and conditions of this Agreement shall, if continuing or persisting without remedy for more than thirty (30) days after the receipt of due written notice from the other party, constitute grounds for forfeiture and immediate termination of all the defaulting party's rights under this Agreement, and all such rights shall become null and void.

**SECTION 19. FORCE MAJEURE.**

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

**SECTION 20. GOVERNING LAW.**

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Texas, without giving effect to the conflict of laws rules thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Texas and the Federal courts of the United States located in the State of Texas, solely in respect of the interpretation and enforcement of the provisions of this Agreement, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement may be enforced in or by said courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a Texas State or Federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of any such dispute and agree that mailing of process or other papers in connection with any such action or proceeding to the addresses of the parties listed below, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

**SECTION 21. NOTICES.**

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the City:  
City of Bay City  
1901 5<sup>th</sup> Street  
Bay City, Texas 77414  
Attn: City Manager

If to the Service Provider:  
HHW Solutions  
1240 Coastal  
Rockwall, Texas 75087  
Attn: Dick Demein

With a Copy to:  
HHW Solutions  
4090 Hackberry Cir  
Caddo Mills, Texas 75135  
Attn: Tim Oliver

or such other addresses as the parties may hereafter specify by written notice and delivered in accordance herewith.

**SECTION 22. ATTORNEYS' FEES.**

The prevailing party in any dispute between the parties arising out of the interpretation, application or enforcement of any provision hereof shall be entitled to recover all of its reasonable attorneys' fees and costs whether suit be filed or not, including without limitation costs and attorneys' fees related to or arising out of any trial or appellate proceedings.


**SECTION 23. ACCEPTANCE.**

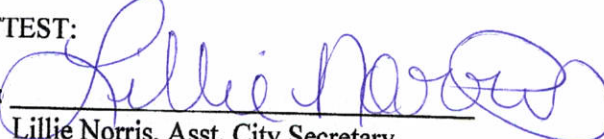
Passed and approved by the City of BAY City at a duly called City Council Meeting on the 14th day of January, 2020.

DOLIVER ENTERPRISES, LLC  
DBA HHW SOLUTIONS

By:   
Tiffany Demein, President

CITY OF BAY CITY, TEXAS

By:   
Robert K. Nelson, Mayor

ATTEST:  
By:   
Lillie Norris, Asst. City Secretary