



CITY OF BAY CITY

MINUTES • AUGUST 30, 2018

Council Chambers

Special Meeting – City Council

5:30 PM

**1901 5TH STREET
BAY CITY, TX 77414**

1. CALL TO ORDER

2. INVOCATION & PLEDGE OF ALLEGIANCE - COUNCILMAN, JASON CHILDERS

Texas State Flag Pledge:

"Honor The Texas Flag; I Pledge Allegiance To Thee, Texas, One State Under God, One And Indivisible."

Attendee Name	Title	Status	Arrived
Mark A. Bricker	Mayor	Present	
William Cornman	Councilman	Present	
Becca Sitz	Councilwoman	Present	
Chrystal Folse	Mayor Pro-Tem	Present	
Jason Childers	Councilman	Present	
Julie Estlinbaum	Councilwoman	Present	

3. CERTIFICATION OF QUORUM

4. PUBLIC COMMENTS

State Law prohibits any deliberation of or decisions regarding items presented in public comments. City Council may only make a statement of specific factual information given in response to the inquiry; recite an existing policy; or request staff places the item on an agenda for a subsequent meeting.

State Law prohibits any deliberation of or decisions regarding items presented in public comments. City Council may only make a statement of specific factual information given in response to the inquiry; recite an existing policy; or request staff places the item on an agenda for a subsequent meeting.

None

5. CONSENT AGENDA ITEMS FOR CONSIDERATION AND/OR APPROVAL

The following items may be acted upon in a single motion. No separate discussion or action on any of these items will be held unless requested by a member of the City Council. Public comment on consent agenda items may be heard without removing the item from the consent agenda. Each person providing public comment will be limited to 3 minutes.

1. Minutes

~ ACCEPT THE MINUTES SUMMARY FROM THE REGULAR COUNCIL MEETING HELD ON AUGUST 23, 2018.

City Secretary, David Holubec

Council members approved the consent agenda items as presented. The motion was made by Councilman, Jason Childers and seconded by Councilman Bill Cornman.

RESULT:	APPROVED [UNANIMOUS]
AYES:	Cornman, Sitz, Folse, Childers, Estlinbaum

Enacted and approved this 30th day of August, 2018, at Bay City

6. PUBLIC HEARINGS

1. Public Hearing

~ CONDUCT A PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON THE CITY OF BAY CITY PROPOSED OPERATING BUDGET FOR FISCAL YEAR 2019 AND THE FIVE YEAR CAPITAL IMPROVEMENT PROGRAM.

Finance Director, Scotty Jones

The Public Hearing to review and answer questions regarding the proposed Fiscal Year 2019 City Budget and the Five-Year Capital Improvement Program was started at 5:33PM. It was lead by Finance Director, Scotty Jones. There were no questions nor comments from the audience, so the hearing closed at 5:34PM.

2. Public Hearing

~ CONDUCT A PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON THE PROPOSED PROPERTY (AD VALOREM) TAX RATE FOR FISCAL YEAR 2019.

Finance Director, Scotty Jones

The Public Hearing to review and answer questions regarding the proposed Fiscal Year 2019 Tax-Rate was started at 5:34PM. It was lead by Finance Director, Scotty Jones. There were no questions nor comments from the audience, so the hearing closed at 5:34PM.

7. REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL

1. Planning / Plat

DISCUSS, CONSIDER AND/OR APPROVE A SETBACK VARIANCE FOR A PROPOSED DEVELOPMENT AT 6500 7TH STREET, BAY CITY, TEXAS MATAGORDA COUNTY

Marla Jasek, Assistant Director Public Works

Assistant Public Works Director, Marla Jasek, presented the Variance Request to Mayor and Council.

The developer is requesting to set back property line. The site will have access easement from Jackson Electric.

Councilman, Bill Cornman recommended requiring development on HWY 35, south to start including sidewalks. Other Council members agreed.

The variance was approved by motion. The motion was made by Councilman, Jason Childers and seconded by Councilwoman, Julie Estlinbaum.

RESULT:	APPROVED [UNANIMOUS]
AYES:	Cornman, Sitz, Folse, Childers, Estlinbaum

Enacted and approved this 30th day of August, 2018, at Bay City

2. Policy

~ DISCUSS, CONSIDER AND/OR APPROVE THE BAY CITY BUDGETARY AND FINANCIAL POLICY.

Finance Director, Scotty Jones

Finance Director, Scotty Jones presented the annual review of the City's Budgetary and Financial Policy. She reviewed specific changes. Councilman, Bill Cornman praised the annual review of these policies, and commended, Finance Director Jones.

The policies were approved by motion. The motion was made by Councilman, Jason Childers and seconded by Councilman, Bill Cornman.

RESULT:	APPROVED [4 TO 0]
AYES:	Cornman, Sitz, Folse, Estlinbaum
RECUSED:	Childers

Enacted and approved this 30th day of August, 2018, at Bay City

3. Ordinance

~ DISCUSS, CONSIDER AND/OR APPROVE THE CITY OF BAY CITY FEE ORDINANCE.

Finance Director, Scotty Jones

Finance Director, Scotty Jones presented the Fee schedule, which has been worked on by all City Departments. This ordinance will eventually have all City fees in one place, making it easier for the end-user to find fees easily.

Council questioned sewer tap fees and the animal impound fees, which Finance Director Jones will report on at a later Council meeting, after her research.

8. ITEMS / COMMENTS & MAYOR AND COUNCIL MEMBERS

9. ADJOURNMENT

AGENDA NOTICES:

Action by Council Authorized:

The City Council may vote and/or act upon any item within this Agenda. The Council reserves the right to retire into executive session concerning any of the items listed on this Agenda, pursuant to and in accordance with Texas Government Code Section 551.071, to seek the advice of its attorney about pending or contemplated litigation, settlement offer or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflict with the Open Meetings Act and may invoke this right where the City Attorney, the Mayor or a majority of the Governing Body deems an executive session is necessary to allow privileged consultation between the City Attorney and the governing body, if considered necessary and legally justified under the Open Meetings Act. The City Attorney may appear in person, or appear in executive session by conference call in accordance with applicable state law.

Attendance By Other Elected or Appointed Officials:

It is anticipated that members of other city board, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the other city boards, commissions and/or committees. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting of the other boards, commissions and/or committees of the City, whose members may be in attendance. The members of the boards, commissions and/or committees may participate in discussions on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless such item and action is specifically provided for on an agenda for that board, commission or committee subject to the Texas Open Meetings Act.

Executive Sessions Authorized:

This agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Executive Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144(c) and the meeting is conducted by all participants in reliance on this opinion.

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, August 24, 2018 before 5:30 p.m. Any questions concerning the above items, please contact Mayor Mark A. Bricker at (979) 245-2137.

The facility is wheelchair accessible and accessible parking spaces available. Request for accommodations or interpretive services must be made 48 hours prior to the meeting. Please contact the City Secretary's Office at 979-245-5311 or email, dholubec@cityofbaycity.org for further information.

David Holubec
City Secretary



City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

AGENDA ITEM (ID # 3308)

Meeting: 08/30/18 05:30 PM
Department: City Secretary
Category: Minutes
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 3308

~ ACCEPT THE MINUTES SUMMARY FROM THE REGULAR COUNCIL MEETING HELD ON AUGUST 23, 2018.

COMMENTS - Current Meeting:

Council members approved the consent agenda items as presented. The motion was made by Councilman, Jason Childers and seconded by Councilman Bill Cornman.

RESULT:	APPROVED [UNANIMOUS]
AYES:	Cornman, Sitz, Folse, Childers, Estlinbaum



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 08/30/18 05:30 PM
Department: City Secretary
Category: Public Hearing
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:

AGENDA ITEM (ID # 3302)

DOC ID: 3302

**~ CONDUCT A PUBLIC HEARING TO RECEIVE PUBLIC
COMMENT ON THE CITY OF BAY CITY PROPOSED
OPERATING BUDGET FOR FISCAL YEAR 2019 AND THE
FIVE YEAR CAPITAL IMPROVEMENT PROGRAM.**

COMMENTS - Current Meeting:

The Public Hearing to review and answer questions regarding the proposed Fiscal Year 2019 City Budget and the Five-Year Capital Improvement Program was started at 5:33PM. It was lead by Finance Director, Scotty Jones. There were no questions nor comments from the audience, so the hearing closed at 5:34PM.



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

AGENDA ITEM (ID # 3303)

Meeting: 08/30/18 05:30 PM
Department: City Secretary
Category: Public Hearing
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 3303

**~ CONDUCT A PUBLIC HEARING TO RECEIVE PUBLIC
COMMENT ON THE PROPOSED PROPERTY (AD VALOREM)
TAX RATE FOR FISCAL YEAR 2019.**

COMMENTS - Current Meeting:

The Public Hearing to review and answer questions regarding the proposed Fiscal Year 2019 Tax-Rate was started at 5:34PM. It was lead by Finance Director, Scotty Jones. There were no questions nor comments from the audience, so the hearing closed at 5:34PM.

2018 Governing Body Summary #1A*

Benchmark 2018 Tax Rates

City of Bay City

Date: 07/31/2018 01:45 P

DESCRIPTION OF TAX RATE	TAX RATE PER \$100	THIS YEAR'S TAX LEVY**	ADDITIONAL TAX LEVY
Effective Tax Rate	\$0.64044	\$5,465,170	
One Percent \$100 Tax Increase***	\$0.64684	\$5,519,784	\$54,614
One Cent per \$100 Tax Increase***	\$0.650440	\$5,550,505	\$85,335
Notice & Hearing Limit****	\$0.64044	\$5,465,170	\$0
Rollback Tax Rate	\$0.70548	\$6,020,186	\$555,016
Last Year's Tax Rate	\$0.655000	\$5,589,417	\$124,247
Proposed Tax Rate	\$0.65500	\$5,589,417	\$124,247

*These figures are provided as estimates of possible outcomes resulting from varying the tax rate. Please be aware that these are only estimates and should not be used alone in making budgetary decisions.

**Tax levies are calculated using line 19 of the Effective Tax Rate Worksheet and this year's frozen tax levy on homesteads of the elderly or disabled.

***Tax increase compared to effective tax rate.

****The Notice and Hearing Limit is the highest tax rate that may be adopted without notices and a public hearing. It is the lower of the rollback tax rate or effective tax rate.

Attachment: Tax Rate Worksheet (3303 : Public Hearing - Property Tax Rate for Fiscal Year 2019)



City Council
1901 5Th Street
Bay City, TX 77414

Meeting: 08/30/18 05:30 PM
Department: Public Works
Category: Planning / Plat
Prepared By: Marla Jasek
Initiator: Marla Jasek
Sponsors:
DOC ID: 3316

ADOPTED

AGENDA ITEM (ID # 3316)

DISCUSS, CONSIDER AND/OR APPROVE A SETBACK VARIANCE FOR A PROPOSED DEVELOPMENT AT 6500 7TH STREET, BAY CITY, TEXAS MATAGORDA COUNTY

This variance would normally be considered by the Planning Committee but is being submitted to Council for consideration.

This property is located east of the former Jackson Electric Coop office. The proposed development will consist of a 20,225 sf multi-tenant retail building. The size of the building was originally larger but had to be reduced to allow for onsite detention and fire access. An off-site access easement was acquired from Jackson Electric east of the property to accommodate a fire lane on the east side of the development.

The developer is asking for a variance from the required building line setback. Section 98-100 requires a ten (10) foot setback for side lots. The purpose of building lines is to ensure sight distance at corners, fire separation distance between buildings, future expansion of utilities and roadways, and aesthetics.

The developer is proposing to place the building at 2' from their east property line which is less than required by ordinance. The easement on Jackson Electric's property allows another 26' adjacent to the proposed development for a total of 28' fire lane width. The access easement/fire lane is limited to use as ingress and egress only. Nothing other than a road should be constructed within the easement.

Since the access easement has been secured, there is adequate fire separation distance between the proposed building and any future construction on the Jackson Electric property to the east.

The building division has no objection to granting the variance since the developer has attained the easement to meet the intent of the ordinance.

COMMENTS - Current Meeting:

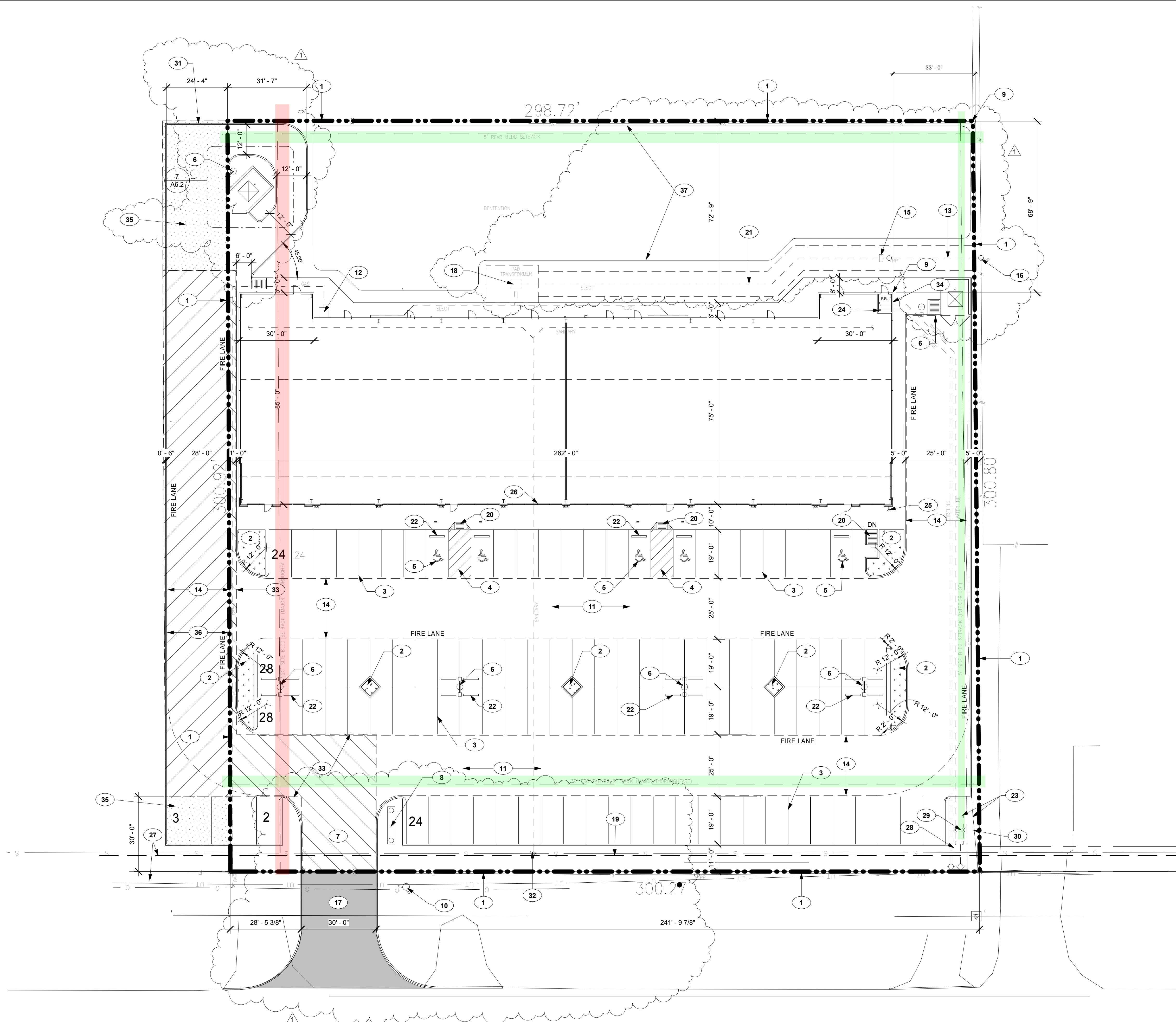
Assistant Public Works Director, Marla Jasek, presented the Variance Request to Mayor and Council.

The developer is requesting to set back property line. The site will have access easement from Jackson Electric.

Councilman, Bill Cornman recommended requiring development on HWY 35, south to start including sidewalks. Other Council members agreed.

The variance was approved by motion. The motion was made by Councilman, Jason Childers and seconded by Councilwoman, Julie Estlinbaum.

RESULT:	APPROVED [UNANIMOUS]
AYES:	Cornman, Sitz, Folse, Childers, Estlinbaum



7TH STREET (STATE HIGHWAY 35)

SITE AREA = 90,084 S.F. = 2.0680 ACRES
 GROSS BLDG. AREA = 20,255 S.F.
 LEASING BLDG. AREA = 20,207 S.F.
 LEASING AREA/SITE RATIO = 22.42%

PARKING = 106 SPACES (ON-SITE) = 5.24/1000
 PLUS 3 SPACES (ON SHARED CROSS ACCESS)

**BAY CITY
2 MILES** →

1 SITE PLAN
 1" = 20'-0"

NOTES TO SHEET:

= KEY NOTES

- PROPERTY LINE.
- RE: LANDSCAPE DRAWINGS.
- 4" WIDE, WHITE PAINTED PARKING STRIPES, TYP.
- 4" WIDE WHITE PAINTED AISLE STRIPES. (NO PARKING AREA) 2'-0" O.C. AT 45 DEGREES TO PARKING STRIPES.
- PAINTED ACCESSIBLE SYMBOL, RE: 5/A6.1
- SITE LIGHT POLE - SITE POLE LIGHTING ON 30" HIGH X 24" DIAMETER CONCRETE BASE ON 25' ROUND STRAIGHT POLE RE: ELECTRICAL & 2/A6.1. RE: STRUCTURAL FOR LIGHT POLE PIER.
- PROPOSED DRIVE RE: CIVIL.
- PROVIDE POWER FOR PYLON SIGN. RE: ELECTRICAL. SIGN DESIGN, ENGINEERING, & PERMIT ARE BY SIGN CONTRACTOR & NOT INCLUDED IN SCOPE.
- POINT OF ORIGIN FOR BUILDING LOCATION.
- EXISTING FIRE HYDRANT, RE: CIVIL.
- PROPOSED CONCRETE PAVING, RE: CIVIL DWGS.
- GAS LEAVE OUT 4' X 4', RE: MEP. PROVIDE PLAIN GRAY 4 X 8 PAVESTONES IN LEAVE OUT.
- OVERHEAD ELECTRICAL, RE: MEP.
- PROPOSED FIRE ACCESS LANE. MIN OF 20'-0" WIDE FIRE ACCESS LANE. EITHER SIDE OF A FIRE LANE SHALL BE PAINTED RED ALONG THE PAVEMENT. WHERE A FIRE LANE PASSES BETWEEN HEAD-IN PARKING SPACES, THE RED STRIPE SHOULD BE PLACED ALONG THE REAR OF THESE SPACES CLEARLY DEFINING THE FIRE LANE. PAINTED PAVEMENT AND FIRE LANE STRIPES SHALL ALSO BE CONSPICUOUSLY AND LEGIBLY MARKED WITH THE WARNING "FIRE LANE - TOW AWAY ZONE" IN WHITE LETTERS AT LEAST THREE (3) INCHES IN HEIGHT, AT INTERVALS NOT EXCEEDING (50) FEET. WHERE FIRE LANES ARE CLEARLY DEFINED BY PAVEMENT STRIPING, FIRE LANE SIGNS ARE NOT REQUIRED. FIRE LANE SIGNS SHOULD BE PLACED EVERY (75) FEET ALONG ANY FIRE LANE WHERE PAVEMENT OR CURB STRIPING IS NOT PRACTICAL.
- TERMINAL POLE AND CONCRETE PEDESTAL, RE: MEP.
- PROPOSED PRIMARY SERVICE TERMINAL POLE.
- PROPOSED DRIVES IN SCOPE, BY SEPARATE TX DOT PERMIT.
- 500 KVA, 120/208 TRANSFORMER ON CONCRETE ISLAND AND 15' X 21' EASEMENT, RE: CENTERPOINT T&C PACKAGE AND MEP DWGS.
- EXISTING SANITARY/UNDERGROUND PUBLIC LINE, RE: CIVIL.
- ACCESSIBLE RAMP, RE: 6/A6.1.
- UNDERGROUND SECONDARY ELECTRICAL SERVICE AND 10' EASEMENT, RE: ELECTRICAL.
- 8'W X 6'H CONCRETE WHEELSTOP, RE: 3/A6.1.
- REDUCED PRESSURE BACK FLOW PREVENTER - PROVIDE PROTECTIVE CAGE FOR BOTH, WITH CONCRETE BASE AND INSULATED WITH GALVANIZED UNISTRUT BRACING (GORILLA CAGE OR APPROVED EQUAL - COLOR: BLACK), RE: CIVIL.
- 6" FIRE SPRINKLER WATER LINE AND CAPPED RISER, RE: CIVIL AND MEP DRAWINGS.
- FDC LOCATION, RE: MEP.
- SANITARY EXIT POINT, RE: CIVIL.
- EXISTING 10' UTILITY EASEMENT.
- 6" WATER LINE FOR FIRE SPRINKLER, RE: CIVIL.
- 2" DOMESTIC WATER METER, RE: CIVIL.
- 1 1/2" IRRIGATION WATER METER, RE: CIVIL.
- OFF-SITE PAVING INCLUDED IN PROJECT SCOPE, RE: CIVIL DRAWINGS.
- EXISTING SANITARY MANHOLE.
- FIRE LANE AND ACCESS EASEMENT ON COTTRELL PROPERTY SHOWN WITH DIAGONAL LINES.
- 2" DOMESTIC WATER ENTRY POINT, RE: CIVIL & PLUMBING.
- PAVING AND PARKING EASEMENT ON JACKSON ELECTRIC PROPERTY SHOWN WITH DOTS
- FIRELANE AND ACCESS EASMENT ON JACKSON ELECTRIC PROPERTY SHOWN WITH DIAGONAL LINES
- TOP OF BANK OF DENTENTION AREA, RE: CIVIL.

DAVID COTTRELL INVESTMENTS, INC.

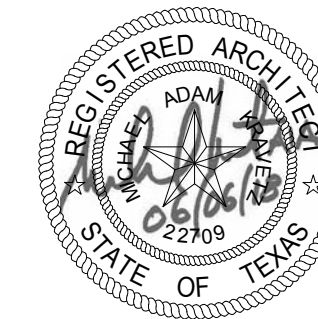
2990 RICHMOND AVE., STE 670
 HOUSTON, TX 77098
 (713) 783-5052
 DAVID@COTTRELLINC.COM

ISSUE	
PERMIT	06-06-18
Permit Revision	08-16-18

Heights Venture ARCHITECTURE + DESIGN

HOUSTON 1111 North Loop West, Suite 800
 Houston, Texas 77008
 713 469 1103 V

DALLAS 5717 Legacy Drive, Suite 240
 Plano, Texas 75024
 972 490 7292 V



BAY CITY RETAIL PLAZA

6500 7TH STREET
 BAY CITY, TX 77414

Project No: 17201-200
 Date: 8/22/2018 11:42:36 AM
 Drawn By: _____ Checked By: _____
 File Name: TYPE FILE NAME HERE

A0.1
 SITE PLAN

Matagorda County
Janet Hickl County Clerk
1700 7th St. Rm 202
Bay City, TX 77414



70 2018 00003310

Instrument Number: 2018-3310

As

Recorded On: June 04, 2018

Recordings

Billable Pages: 14

Number of Pages: 15

Comment:

(Parties listed above are for Clerks reference only)

**** THIS IS NOT A BILL ****

Recordings	78.00
Total Recording:	78.00

Attachment: Access Easement (3316 : Plaza setback variance)

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2018-3310
Receipt Number: 59734
Recorded Date/Time: June 04, 2018 02:33:14P

Record and Return To:

SOUTHWEST LAND & TITLE
1803 7TH STREET
BAY CITY TX 77414

User / Station: T Bellard - CC-Clerk5 Station



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

Janet Hickl
COUNTY CLERK, Matagorda County, Texas

DOCUMENT: 3310

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

Reciprocal Easement Agreement

Date: June 1, 2018

First Party: JACKSON ELECTRIC COOPERATIVE, INC.
P.O. Box 1189
Edna, Texas 77957

Second Party: DESERT GOLD, INC., a Wyoming Corporation
2990 Richmond Avenue, Suite 670
Houston, Texas 77098

First Party's Easement Property: The surface only of that portion of the 26 Foot Wide Access Easement existing road that is located on First Party's Other Property (as described below), comprised of the 0.04 acre tract, 0.01 acre tract and 0.13 acre tract, each being described by metes and bounds on Exhibit "A" attached hereto and made a part hereto for all purposes, and as depicted on plat map attached as Exhibit "C".

Second Party's Easement Property: The surface only of that portion of the 30 Foot Wide Access Easement that is located on Second Party's Other Property (as described below), comprised of the 0.04 acre tract and 0.08 acre tract, each being described by metes and bounds on Exhibit "B" and as depicted on plat map attached as Exhibit "C".

First Party's Other Property: Being all of the lands owned by First Party, identified in the Jackson Electric Cooperative Subdivision as per Slide No. 5548 of the Matagorda County Plat Records being a part of the the I&GNRR Company Survey No. 3, Block 3, Abstract No. 339, Matagorda County, Texas.

Second Party's Other Property: All of that certain tract or parcel containing 0.34 acre situated in the I. & G. N. R. R. Company Survey 3, Block 3, Abstract No. 339 of Matagorda County, Texas and being a part of the same property described as 100 feet by 300 feet in Warranty Deed dated May 13, 1985 from Forrest Laughlin to J. N. McDonald, Jr., recorded in Volume 66, Page 737 of the Official Records of Matagorda County, Texas. This 0.34 acre is more particularly described by metes and bounds as follows:

BEGINNING at an existing 5/8 inch iron rod located in the South line of State Highway No. 35 and at the Northwest corner of Lot 4 of the Showboat Addition to the City of Bay City relative to the plat recorded in Slide 460A-460B of the Plat Records of Matagorda County, Texas and at the Northeast corner of the above referenced 100 feet by 300 feet tract for the Northeast corner of this 0.34 acre being described, from which an existing 5/8 inch iron rod located at the Northeast corner of the said Lot 4 bears: North 58° 00' 16" East (Base Bearing) [plat call =

Attachment: Access Easement (3316 : Plaza setback variance)

North 58° 00' 16" East) a distance of 204.27 feet [plat call= 204.27 feet]

THENCE South 32° 11' 14" East [plat call = South 32° 11' 14" East], with the West line of the said Lot 4 and the East line of the said 100 feet by 300 feet tract, a distance of 300.75 feet [plat call 300.75 feet] to an existing 5/8 inch iron rod located at a corner of Reserve "A" of the above referenced subdivision and at the Southeast corner of the said 100 feet by 300 feet tract for the Southeast corner of this 0.34 acre being described;

THENCE South 58° 02' 59" West [plat call = South 58° 02' 59" West], with the North line of the said Reserve "A" and the South line of the said 100 feet by 300 feet tract, a distance of 50.00 feet to a 5/8 inch iron rod with plastic cap set for the Southwest corner of this 0.34 acre being described;

THENCE North 32° 11' 14" West, crossing the said 100 feet by 300 feet tract, a distance of 300.71 feet to a 5/8 inch iron rod with plastic cap set in the South line of State Highway No. 35 and in the North line of the said 100 feet by 300 feet tract for the Northwest corner of this 0.34 acre being described;

THENCE North 58° 00' 16" East, with the South line of State Highway No. 35 and the North line of the said 100 feet by 300 feet tract, a distance of 50.00 feet to the **PLACE OF BEGINNING**, containing within these metes and bounds 0.34 acre.

Easement Purpose: For providing free and uninterrupted pedestrian and vehicular ingress to, egress from, and access across the First Party's Easement Property and Second Party's Easement Property and portions thereof to access First Party's Other Property and Second Party's Other Property.

Consideration: The sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties.

Reservations from Conveyance of First Party's Easement Property: None.

Exceptions to Warranty of First Party's Easement Property: Easements, rights-of-way and prescriptive rights whether of record or not; all presently recorded instruments, agreements, restrictions, reservations, covenants, conditions, zoning laws, regulations and ordinances, oil, gas and other mineral leases, mineral severances, and other instruments, and other than liens and conveyances, that affect the surface of the property.

Reservations from Conveyance of Second Party's Easement Property: None.

Exceptions to Warranty of Second Party's Easement Property: Easements, rights-of-way and prescriptive rights whether of record or not; all presently recorded instruments, agreements, restrictions, reservations, covenants, conditions, zoning laws, regulations and ordinances, oil, gas and other mineral leases, mineral severances, and other instruments, and other than liens and conveyances, that affect the surface of the property.

Grants of Easements:

First Party, for the Consideration and subject to the Reservations from Conveyance of First Party's Easement Property and Exceptions to Warranty of First Party's Easement Property, grants, sells, and conveys to Second Party and Second Party's heirs, successors, and assigns an easement to, over, and across First Party's Easement Property for the Easement Purpose and for the benefit of all or any portion of Second Party's Other Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the easement, rights, and appurtenances to Second Party and Second Party's heirs, successors, and assigns forever. First Party binds First Party and First Party's heirs, successors, and assigns to warrant and forever defend the title to the easement, rights, and appurtenances in Second Party and Second Party's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the easement, rights, or appurtenances, or any part thereof, except as to the Reservations from Conveyance of First Party's Easement Property and Exceptions to Warranty of First Party's Easement Property, to the extent that such claim arises by, through, or under First Party but not otherwise.

Second Party, for the Consideration and subject to the Reservations from Conveyance of Second Party's Easement Property and Exceptions to Warranty of Second Party's Easement Property, grants, sells, and conveys to First Party and First Party's heirs, successors, and assigns an easement to, over, and across Second Party's Easement Property for the Easement Purpose and for the benefit of all or any portion of First Party's Other Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the easement, rights, and appurtenances to First Party and First Party's heirs, successors, and assigns forever. Second Party binds Second Party and Second Party's heirs, successors, and assigns to warrant and forever defend the title to the easement, rights, and appurtenances in First Party and First Party's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the easement, rights, or appurtenances, or any part thereof, except as to the Reservations from Conveyance of Second Party's Easement Property and Exceptions to Warranty of Second Party's Easement Property, to the extent that such claim arises by, through, or under Second Party but not otherwise.

The easements, rights, and appurtenances hereby granted by and between First Party and Second Party are referred to herein as the "Easements." First Party's Other Property and Second Party's Other Property are sometimes referred to herein collectively as the "Properties." First Party and Second Party are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

Terms and Conditions: The following terms and conditions apply to the Easements granted by this agreement:

1. *Character of Easements.* The Easements are appurtenant to and run with the Properties, and portions thereof, whether or not the Easements are referenced or described in any conveyance of the Properties, or any portion thereof. The Easements are for the benefit of the Parties and the heirs, successors, and assigns of the Parties who at any time own the Properties or any interest therein (as applicable, the "Holders").

2. *Duration of Easements.* The duration of the Easement is perpetual
3. *Nonexclusiveness of Easements.* The Easements are nonexclusive, and each of the Parties reserves for itself and its heirs, successors, and assigns the right to use all or part of the Easements in conjunction with any other Holder and the right to convey to others the right to use all or part of the Easements in conjunction with the Holders, as long as such further conveyance is subject to the terms of this agreement.
4. *Use and Location of Easements.* The Parties and other Holders will be entitled to exercise direct access to and between the Properties without interference except as set forth in this agreement, and shall be used only for ingress and egress to and from the Properties, including ingress and egress by any and all vehicles and equipment.
5. *Maintenance of Easement Property.* Improvement, maintenance and repair of the Easement Property will be at the expense of the Second Party. First Party and Second Party shall maintain the Easements in a neat, clean smooth condition at all times. However, each party, at such party's sole cost and expense, shall repair any damage to the road and Easement caused by such Party (or such Party's employees or contractors) that is not ordinary wear and tear.
6. *Rights Reserved.* Each Party reserves for that Party and that Party's heirs, successors, and assigns the right to continue to use and enjoy the surface of the Easements for all purposes that do not unreasonably interfere with or interrupt the use or enjoyment of the Easements.
7. *Equitable Rights of Enforcement.* These Easements may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the Parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
8. *Attorney's Fees.* If either Party retains an attorney to enforce this agreement, the Party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
9. *Binding Effect.* This agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns.
10. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any other jurisdiction. Venue shall be in Wharton County, Texas.
11. *Counterparts.* This agreement may be executed in any number of counterparts

with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

12. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting Party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

13. *Further Assurances.* Each signatory Party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

14. *Indemnity.* Each Party agrees to indemnify, defend, and hold harmless the other Party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this agreement by the indemnifying Party.

15. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the Parties concerning the reciprocal Easements granted by the Parties. There are no representations, agreements, warranties, or promises, and neither Party is relying on any statements or representations of any agent of the other Party, that are not in this agreement and any exhibits.

16. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

17. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

18. *Recitals.* Any recitals in this agreement are represented by the Parties to be accurate, and constitute a part of the substantive agreement.

19. *Time.* Time is of the essence. Unless otherwise specified, all references to

"days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

JACKSON ELECTRIC COOPERATIVE, INC.,
a Texas corporation

By: 
JAMES E. COLEMAN, General Manager

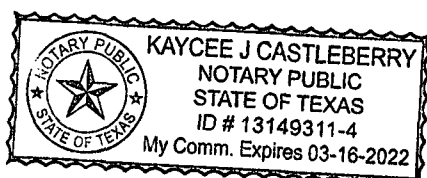
DESERT GOLD, INC., a Wyoming Corporation

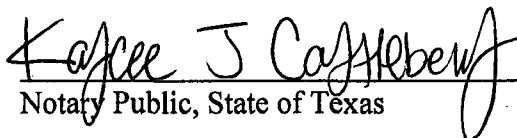
By: _____
DAVID COTTRELL, III, President

STATE OF TEXAS)

COUNTY OF Matagorda)

This instrument was acknowledged before me on June 1, 2018, by **JAMES E. COLEMAN, General Manager of JACKSON ELECTRIC COOPERATIVE, INC., a Texas corporation.**




Notary Public, State of Texas

Attachment: Access Easement (3316 : Plaza setback variance)

"days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

**JACKSON ELECTRIC COOPERATIVE, INC.,
a Texas corporation**

By: _____
JAMES E. COLEMAN, General Manager

DESERT GOLD, INC., a Wyoming Corporation

By: David Cottrell III Pres.
DAVID COTTRELL, III, President

STATE OF TEXAS)

COUNTY OF _____)

This instrument was acknowledged before me on _____, 2018, by **JAMES E. COLEMAN, General Manager of JACKSON ELECTRIC COOPERATIVE, INC., a Texas corporation.**

Notary Public, State of Texas

Attachment: Access Easement (3316 : Plaza setback variance)

STATE OF TEXAS)

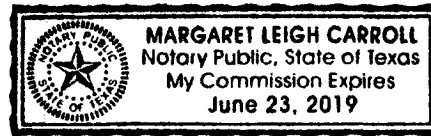
COUNTY OF WHARTON)

This instrument was acknowledged before me on June 1, 2018, by
DAVID COTTRELL, III, President of DESERT GOLD, INC., a Wyoming Corporation

Margaret Leigh Carroll
 Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Duckett, Bouligny & Collins, LLP
 207 W. Jackson
 P.O. Box 1567
 El Campo, TX 77437
 Tel: (979) 543-6845
 Fax: (979) 543-9516



AFTER RECORDING RETURN TO:

Duckett, Bouligny & Collins, LLP
 207 W. Jackson
 P.O. Box 1567
 El Campo, TX 77437
 Tel: (979) 543-6845
 Fax: (979) 543-9516

Y:\UKL Clients\Jackson Electric Cooperative Inc\2018.03.Sale 0.34 ac Hwy 35 (McDonald)to Cottrell.JMM\Easement Agreement for Reciprocal Access.rtf

Attachment: Access Easement (3316 : Plaza setback variance)

**PROPERTY DESCRIPTION
ACCESS EASEMENT
0.04 ACRE**

**STATE OF TEXAS)
COUNTY OF MATAGORDA)**

All of that certain tract or parcel containing 0.04 acre situated in the I. & G. N. R. R. Company Survey 3, Block 3, Abstract No. 339 of Matagorda County, Texas and being a part of Reserve "A" of the Jackson Electric Cooperative Subdivision relative to the Plat recorded in Slide No. 554B of the Plat Records of Matagorda County, Texas. This 0.04 acre is more particularly described by metes and bounds as follows:

COMMENCING at an existing 5/8 inch iron rod located in the Southeast line of State Highway No. 35 and at the North corner of a 0.0114 acre 10 foot wide utility easement recorded in Volume 378, Page 79 of the Official Records of Matagorda County, Texas and at the West corner of another 10 foot wide utility easement recorded in Volume 378, Page 86 of the Official Records of Matagorda County, Texas and at the North corner of a 0.34 acre tract described in Deed recorded in File No. 20173611 of the Official Records of Matagorda County, Texas and at the Northwest corner of the above referenced Reserve "A";

THENCE South 32° 05' 33" East, with the Northeast line of the said 0.0114 acre access easement and the Northeast line of the said 0.34 acre tract and an interior line of the said Reserve "A" and the Southwest line of a 0.13 acre access easement also surveyed on this day and the Northeast line of another 0.04 acre access easement also surveyed on this day, a distance of 240.87 feet to a 5/8 inch iron rod with plastic cap set for the East corner of the said 0.04 acre access easement and for the South corner of the said 0.13 acre access easement for the West corner and **PLACE OF BEGINNING** of this 0.04 acre being described;

THENCE North 58° 11' 03" East, with the Southeast line of the said 0.13 acre tract, a distance of 26.00 feet to a 5/8 inch iron rod with plastic cap set for the East corner of the said 0.13 acre access easement and for the North corner of this 0.04 acre being described;

THENCE South 32° 05' 33" East, a distance of 60.00 feet to a 5/8 inch iron rod with plastic cap set for the East corner of this 0.04 acre being described;

THENCE South 58° 11' 03" West, a distance of 26.00 feet to an existing 5/8 inch iron rod located at the East corner of the said 0.34 acre tract and an interior corner of the said Reserve "A" for the South corner of this 0.04 acre being described;

THENCE North 32° 05' 33" West, with the Northeast line of the said 0.34 acre tract and an interior line of the said Reserve "A", a distance of 60.00 feet to the **PLACE OF BEGINNING**, containing within these metes and bounds 0.04 acre.

This property description and a plat were prepared from a survey made on the ground under my direction on May 18, 2018.


G & W ENGINEERS, INC.
TBPLS Firm No. 10022100
Henry A. Danysh
Registered Professional
Land Surveyor, No. 5088



**PROPERTY DESCRIPTION
ACCESS EASEMENT
0.01 ACRE**

**STATE OF TEXAS }
COUNTY OF MATAGORDA }**

All of that certain tract or parcel containing 0.01 acre situated in the I. & G. N. R. R. Company Survey 3, Block 3, Abstract No. 339 of Matagorda County, Texas and being a part of Reserve "A" of the Jackson Electric Cooperative Subdivision relative to the Plat recorded in Slide No. 554B of the Plat Records of Matagorda County, Texas. This 0.01 acre is more particularly described by metes and bounds as follows:

COMMENCING at an existing 5/8 inch iron rod located in the Southeast line of State Highway No. 35 and at the North corner of a 0.0114 acre 10 foot wide utility easement recorded in Volume 378, Page 79 of the Official Records of Matagorda County, Texas and at the West corner of another 10 foot wide utility easement recorded in Volume 378, Page 86 of the Official Records of Matagorda County, Texas and at the North corner of a 0.34 acre tract described in Deed recorded in File No. 20173611 of the Official Records of Matagorda County, Texas and at the Northwest corner of the above referenced Reserve "A";

THENCE South 32° 05' 33" East, with the Northeast line of the said 0.0114 acre 10 foot wide utility easement and the Northeast line of the said 0.0114 acre 10 foot wide utility easement and the Southwest line of the second referenced utility easement and an interior line of the said Reserve "A", a distance of 10.00 feet to a 5/8 inch iron rod with plastic cap set for the West corner and **PLACE OF BEGINNING** of this 0.01 acre being described;

THENCE North 58° 08' 00" East with the Southeast line of the last mentioned utility easement a distance, of 26.00 feet to a 5/8 inch iron rod with plastic cap set for the North corner of this 0.01 acre being described;

THENCE South 32° 05' 33" East a distance of 20.00 feet to a 5/8 inch iron rod with plastic cap set for the North corner of a 0.13 acre access easement also surveyed on this day and for the East corner of this 0.01 acre being described;

THENCE South 58° 08' 00" West, with the Northwest line of the said 0.13 acre access easement, a distance of 26.00 feet to a 5/8 inch iron with plastic cap set in the Northeast line of the said 0.34 acre tract and in an interior line of the said Reserve "A" for the West corner of the said 0.13 acre access easement and for the North corner of a 0.04 acre access easement also surveyed on this day and for the South corner of this 0.01 acre being described;

THENCE North 32° 05' 33" West, with the Northeast line of the said 0.34 acre tract and an interior line of the said Reserve "A", a distance of 20.00 feet to **PLACE OF BEGINNING**, containing within these metes and bounds 0.01 acre.

This property description and a plat were prepared from a survey made on the ground under my direction on May 18, 2018.


G & W ENGINEERS, INC.
TBPLS Firm No. 10022100
Henry A. Danysh
Registered Professional
Land Surveyor, No. 5088



**PROPERTY DESCRIPTION
ACCESS EASEMENT
0.13 ACRE**

**STATE OF TEXAS }
COUNTY OF MATAGORDA }**

All of that certain tract or parcel containing 0.13 acre situated in the I. & G. N. R. R. Company Survey 3, Block 3, Abstract No. 339 of Matagorda County, Texas and being a part of Reserve "A" of the Jackson Electric Cooperative relative to the Plat recorded in Slide No. 554B of the Plat Records of Matagorda County, Texas. This 0.13 acre is more particularly described by metes and bounds as follows:

COMMENCING at an existing 5/8 inch iron rod located in the Southeast line of State Highway No. 35 and at the North corner of a 0.0114 acre 10 foot wide utility easement and at the North corner of a 0.34 acre tract described in Deed recorded in File No. 20173611 of the Official Records of Matagorda County, Texas and at the Northwest corner of the above referenced Reserve "A";

THENCE South 32° 05' 33" East, with the Northeast line of the said 0.0114 acre utility easement and the and the Northeast line of the said 0.34 acre tract and an interior line of the said Reserve "A", a distance of 30.00 feet to a 5/8 inch iron rod with plastic cap set for the North corner of a 0.04 acre access easement also surveyed on this day and for the South corner of a 0.01 acre access easement also surveyed on this day and for the West corner and **PLACE OF BEGINNING** of this 0.13 acre being described;

THENCE North 58° 08' 00" East, with the Southeast line of the said 0.01 acre access easement, a distance of 26.00 feet to a 5/8 inch iron rod with plastic cap set for the East corner of the said 0.01 acre access easement and for the North corner of this 0.13 acre being described;

THENCE South 32° 05' 33" East a distance of 210.89 feet to a 5/8 inch iron rod with plastic cap set for the North corner of another 0.04 acre access easement also surveyed on this day and for the East corner of this 0.13 acre being described;

THENCE South 58° 08' 00" West, with the Northwest line of the last mentioned 0.04 acre access easement, a distance of 26.00 feet to a 5/8 inch iron rod with plastic cap set in the Northeast line of the said 0.34 acre tract and in an interior line of the said Reserve "A" for the West corner of the said 0.04 acre access easement and for the East corner of the first mentioned 0.04 acre access easement for the South corner of this 0.13 acre being described

THENCE North 32° 05' 33" West, with the Northeast line of the said 0.34 acre tract and the Northeast line of the first mentioned 0.04 acre access easement and an interior line of the said Reserve "A", a distance of 210.87 feet to the **PLACE OF BEGINNING**, containing within these metes and bounds 0.13 acre.

This property description and a plat were prepared from a survey made on the ground under my direction on May 18, 2018.


G & W ENGINEERS, INC.
TBPLS Firm No. 10022100
Henry A. Danysh
Registered Professional
Land Surveyor, No. 5088



**PROPERTY DESCRIPTION
ACCESS EASEMENT
0.04 ACRE**

**STATE OF TEXAS)
COUNTY OF MATAGORDA }**

All of that certain tract or parcel containing 0.04 acre situated in the I. & G. N. R. R. Company Survey 3, Block 3, Abstract No. 339 of Matagorda County, Texas and being a part of the same property described as 0.34 acre in Warranty Deed dated June 30, 2017 from J. N. McDonald, Jr. to Jackson Electric Cooperative, Inc., recorded in File No. 20173611 of the Official Records of Matagorda County, Texas. This 0.04 acre is more particularly described by metes and bounds as follows:

COMMENCING at an existing 5/8 inch iron rod located in the Southeast line of State Highway No. 35 and at the North corner of a 0.0114 acre 10 foot wide utility easement described in Deed recorded in Volume 378, Page 79 of the Official Records of Matagorda County, Texas and at the Northwest corner of the Jackson Electric Cooperative Subdivision relative to the Plat recorded in Slide No. 554B of the Plat Records of Matagorda County, Texas and at the North corner of the above referenced 0.34 acre tract;

THENCE South 32° 05' 33" East, with the Northeast line of the said 0.0114 acre access easement and the Northeast line of the said 0.34 acre tract and in part with the Southwest line of the said 0.01 acre access easement also surveyed on this day, a distance of 30.00 feet to a 5/8 inch iron rod with plastic cap set for the South corner of the said 0.01 acre access easement and for the West corner of a 0.13 acre access easement also surveyed on this day and for the North corner and **PLACE OF BEGINNING** of this 0.04 acre being described;

THENCE South 32° 05' 33" East, with the Northeast line of the said 0.34 acre tract and the Southwest line of the said 0.13 acre access easement, a distance of 210.87 feet to a 5/8 inch iron rod with plastic cap set for the South corner of the said 0.13 acre tract and for the West corner of a 0.04 acre access easement also surveyed on this day and for the East corner of this 0.04 acre being described;

THENCE South 58° 11' 03" West, a distance of 2.00 feet to a 5/8 inch iron rod with plastic cap set for the Southeast corner of this 0.04 acre being described;

THENCE North 32° 05' 33" West, a distance of 185.87 feet to a 5/8 inch iron rod with plastic cap set for an interior corner of this 0.04 acre being described;

THENCE South 58° 08' 00" West a distance of 48.00 feet to a 5/8 inch iron rod with plastic cap set in common line between a 1.72 acre tract described in Deed recorded in File No. 2018747 of the Official Records of Matagorda County, Texas and the said 0.34 acre tract for the East corner of a 0.08 acre access easement also surveyed on this day and for the South corner of this 0.04 acre being described;

THENCE North 32° 05' 33" West, with the common line between the said 1.72 acre tract and the said 0.34 acre tract and the Northeast line of the said 0.08 acre access easement, a distance of 25.00 feet to a 5/8 inch iron rod with plastic cap set for the North corner of the said 0.08 acre access easement and for the West corner of this 0.04 acre being described;

THENCE North 58° 08' 00" East, crossing the said 0.34 acre tract, a distance of 50.00 feet to the **PLACE OF BEGINNING**, containing within these metes and bounds 0.04 acre.

This property description and a plat were prepared from a survey made on the ground under my direction on May 18, 2018.


G & W ENGINEERS, INC.
TBPLS Firm No. 10022100
Henry A. Danysh
Registered Professional
Land Surveyor, No. 5088



7462-003F PD 0.04 AC EASEMENT

EXHIBIT B.

**PROPERTY DESCRIPTION
ACCESS EASEMENT
0.08 ACRE**

**STATE OF TEXAS }
COUNTY OF MATAGORDA }**

All of that certain tract or parcel containing 0.08 acre situated in the I. & G. N. R. R. Company Survey 3, Block 3, Abstract No. 339 of Matagorda County, Texas and being a part of the same property described as 1.72 acre in Warranty Deed dated February 8, 2018 from Phoebe Reading Taylor and Blandford Family Partnership, Ltd. to Desert Gold, Inc., recorded in File No. 2018747 of the Official Records of Matagorda County, Texas. This 0.08 acre is more particularly described by metes and bounds as follows:

COMMENCING at an existing 5/8 inch iron rod located in the Southeast line of State Highway No. 35 and at the North corner of a 0.0573 acre 10 foot wide utility easement described in Deed recorded in Volume 378, Page 72 of the Official Records of Matagorda County, Texas and at the West corner of a 0.0114 10 foot wide utility easement described in Deed recorded in Volume 378, Page 79 of the Official Records of Matagorda County, Texas and at the West corner of a 0.34 acre tract described in Deed recorded in File No. 20173611 of the Official Records of Matagorda County, Texas;

THENCE South 58° 08' 00" West [deed call = South 58° 08' 00" West], with the Southeast line of State Highway No. 35 and the Northwest line of the said 0.0573 acre 10 foot wide easement and the Northwest line of the said 1.72 acre tract, a distance of 78.46 feet to a 5/8 inch iron rod with plastic cap set for the Northwest corner and **PLACE OF BEGINNING** of this 0.08 acre being described;

THENCE South 31° 52' 00" East a distance of 30.00 feet to a 5/8 inch iron rod with plastic cap set for an interior corner of this 0.08 acre being described;

THENCE North 58° 08' 00" East a distance of 78.58 feet to a 5/8 inch iron rod with plastic cap set in the common line between the said 0.34 acre tract and the said 1.72 acre tract for the West corner of a 0.04 acre tract also surveyed on this day and for the North corner of this 0.08 acre being described;

THENCE South 32° 05' 33" East [deed call = South 32° 05' 33" East], with the common line between the said 0.34 acre tract and the said 1.72 acre tract and the Southwest line of the said 0.04 acre tract, a distance of 25.00 feet to a 5/8 inch iron rod with plastic cap set for the South corner of the said 0.04 acre tract and for the East corner of this 0.08 acre being described;

THENCE South 58° 08' 00" West a distance of 108.67 feet to a 5/8 inch iron rod with plastic cap set for the South corner of this 0.08 acre being described;

THENCE North 31° 52' 00" West, crossing the said 0.0573 acre 10 foot wide utility easement, a distance of 55.00 feet to a 5/8 inch iron rod with plastic cap set in the Southeast line of State Highway No. 35 and in the Northwest line of the said 0.0573 acre 10 foot wide utility easement and in the Northwest line of the said 1.72 acre tract for the West corner of this 0.08 acre being described;

THENCE North 58° 08' 00" East [deed call = North 58° 08' 00" East], with the Southeast line of State Highway No. 35 and the Northwest line of the said 0.0573 acre 10 foot wide utility easement and the Northwest line of the said 1.72 acre tract, a distance of 30.00 feet to the **PLACE OF BEGINNING**, containing within these metes and bounds 0.08 acre.

This property description and a plat were prepared from a survey made on the ground under my direction on May 18, 2018.


G & W ENGINEERS, INC.
TBPLS Firm No. 10022100
Henry A. Danysh
Registered Professional
Land Surveyor, No. 5088







CITY OF BAY CITY VARIANCE REQUEST

1901 5th Street
Bay City, TX 77414
(979) 245-5311
(979) 323-1681 fax

All requests for a variance shall be filed with the City Secretary. Each request shall be accompanied by a \$25.00 filing fee, a drawing/illustration depicting the property affected by the request, and any additional supplemental documentation that you want the Variance Committee to consider. **Incomplete requests will not be accepted.**

Date: 08-22-2018

Name of Requestor (please print): Michael Kravetz A.I.A.

Address of Requestor: 1111 North Loop West, Suite 800 Phone Number: 713 299-4520 (cell)
Houston, TX 77008 281-854-6106 (desk)
Email Address: michael.kravetz@hva.cc

Address of subject property: 6500 7th Street

Legal description of subject property: Development Plat Pending - AB339

Section(s) of the City's Code of Ordinances from which the variance is being sought:

Sec. 98-192 of the Code of Ordinances

Sec. _____ of the Code of Ordinances

Sec. _____ of the Code of Ordinances

In detail, please state the reason for the request: _____

We request a variance for the side yard building setback from 20' to 2' (or zero). Our building is actually 2' and a few inches from property line.

The reason we can request a variance is because we have additional 28' of fire lane easement along our property line, recorded (to be recorded in the current development plat under review) fBecause we have the easement, my understanding is that this request is supported by the City permit Assistant Director.

The Variance Committee will consider variance requests from the following: (a) Ch. 22 (Buildings and Building Regulations); (b) Ch. 46 (Flood Damage Prevention); (c) Ch. 54 (Mobile Homes, etc.); (d) Ch. 78 (Off Street Parking (Angle Parking)); (e) Ch. 94 (Streets, Sidewalks and Other Public Places); (f) Ch. 98, Sec. 98-122 – Subdivision Streets; and (g) Ch. 110, Sec. 110-178 (Traffic and Vehicles (Angle Parking)). Otherwise, the Planning Commission will consider the variance request.

Decisions of the Variance and Planning Committees shall be filed with the City Secretary's Office and promptly reported to the requestor. All decisions may be appealed to the City Council.

Michael Kravetz A.I.A.
Requestor Signature

Attachment: Variance Application (3316 : Plaza setback variance)



City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

AGENDA ITEM (ID # 3305)

Meeting: 08/30/18 05:30 PM
Department: City Secretary
Category: Policy
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 3305

~ DISCUSS, CONSIDER AND/OR APPROVE THE BAY CITY BUDGETARY AND FINANCIAL POLICY.

COMMENTS - Current Meeting:

Finance Director, Scotty Jones presented the annual review of the City's Budgetary and Financial Policy. She reviewed specific changes. Councilman, Bill Cornman praised the annual review of these policies, and commended, Finance Director Jones.

The policies were approved by motion. The motion was made by Councilman, Jason Childers and seconded by Councilman, Bill Cornman.

RESULT:	APPROVED [4 TO 0]
AYES:	William Cornman, Becca Sitz, Chrystal Folse, Julie Estlinbaum
RECUSED:	Jason Childers



Budgetary & Financial Management Policies

The goal of formally adopting financial management and budgetary policies is to provide sound guidelines in planning the City's financial future. The adoption and adherence to these policies will help ensure long-term financial stability and a healthy financial position for the City of Bay City.

General Budgetary Policies

Budget Preparation

The City Budget shall be prepared in accordance with all applicable Charter requirements and State laws. The goal each year shall be to present the Proposed Budget to Council no later than six weeks prior to the end of the fiscal year and for the final approval of the Budget to be ready for Council action no later than two weeks before the end of the fiscal year. The Budget shall be comprehensive in nature and address all major funds of the City.

Government Finance Officer Association Distinguished Budget Program

The goal this year and each year following will be for the City's Budget to conform to the requirements of the Distinguished Budget Program of the G.F.O.A. and be submitted thereto for peer review.

Balanced Budget

It shall be a requirement each year for the budget of each fund to be balanced. This means that total resources available, including prior year ending resources plus projected revenues, shall be equal to or greater than the projected expenditures for the coming year. In a case where a deficit fund balance does occur, the goal shall be to limit deficits to only those amounts representing one-time capital expenditures and/or to adjust revenues and/or expenses so that the deficit is eliminated in no more than two budget years.

Public Hearings, Availability of Budget to Public

Upon completion of the Proposed Budget to Council, the City holds public hearings in August. A copy of the Proposed Budget is made available in the City Secretary's Office, the Bay City Library, and on the City's website. These hearings provide the Citizens of Bay City a chance to ask questions as well as an opportunity for Council to hear any recommendations before final approval of the budget.

Cost Center Accounting and Budgeting

It shall be the policy of the City to allocate cost, and budget accordingly, to the various funds to the extent practical. This includes such items as utility costs, fuel costs, vehicle lease charges, overhead manpower and insurance fees.

Bond Ratings

It shall be the City's long-term goal to improve its bond ratings for general obligation bonds and revenue bonds. The City's policy shall be to manage its budget and financial affairs in such a way so as to promote enhancement of its bond ratings. This financial management includes the following:

- *Develop and maintain a multi- year operating budget*
- *Develop and maintain a multi-year capital improvements plan*
- *Implement financial procedures to quickly identify financial problems & limit budget shortfalls*
- *Review projected revenue methodologies annually*
- *Review method of determining appropriate cash reserve levels annually*

Administrative Overhead Fee to Enterprise Funds

It shall be the budgetary policy of each enterprise fund to pay to the General Fund an amount as set by the Budget each year. This charge shall be set as a percent of fund revenues and shall be construed as a payment for general administrative overhead, including management, accounting, legal, and personnel services. From an accounting perspective, such fee shall be treated as a fund operating transfer.

Budget Projections for Revenues and Expenditures

Most individual budget projections are a collaborative effort between the Division Heads, the Director of Finance, and the Mayor. The Director of Finance will note the methodology for estimating each major revenue or expense item budgeted; taking into consideration the insight of the respective Division Head. Revenue and expense estimates are always to be conservative so as to reduce any potential for budget shortfalls.

Maintenance of Plant and Equipment

The operating budget will provide for the adequate maintenance and replacement of the capital plant, building, infrastructure, and equipment. Deferral of such costs on a long-term continued basis will not be an acceptable policy to use in balancing the budget.

Financial Management Policies

Fund Balance Policy

Purpose

The purpose of this policy is to establish a key element of the financial stability of the City of Bay City by setting guidelines for fund balance in accordance with Governmental Accounting Standards Board (GASB) Statement No. 54. Unassigned fund balance is an important measure of economic stability and it is essential that the City maintain adequate levels of unassigned fund balance to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, and other similar circumstances. This policy will ensure the City maintains adequate fund balances in the operating fund with the capacity to:

1. Provide sufficient cash flow for daily financial needs,
2. Secure and maintain investment grade bond ratings,
3. Offset significant economic downturns or revenue shortfalls, and
4. Provide funds for unforeseen expenditures related to emergencies.

Definitions

Fund Equity – A fund's equity is generally the difference between its assets and its liabilities.

Fund Balance – The fund equity of a governmental fund for which an accounting distinction is made between the portions that are spendable and nonspendable.

Fund Balance reporting in governmental funds: Fund balance will be reported in governmental funds under the following categories using the *definitions* provided by GASB Statement No. 54:

- 1) **Nonspendable fund balance** – includes the portion of net resources that cannot be spent because of their form (i.e. inventory, long-term loans, or prepaids) or because they must remain in-tact such as the principal of an endowment.
- 2) **Restricted fund balance** – includes the portion of net resources on which limitations are imposed by creditors, grantors, contributors, or by laws or regulations of other governments (i.e. externally imposed limitations). Amounts can be spent only for the specific purposes stipulated by external resource providers or as allowed by law through constitutional provisions or enabling legislation. Examples include impact fees, grants, and debt covenants.
- 3) **Committed fund balance** – includes the portion of net resources upon which the Council has imposed limitations on use. Amounts that can be used only for the specific purposes determined by a *formal action* of the council. Commitments may be changed or lifted only by the Council taking the same *formal action* that originally imposed the constraint. The formal action must be approved before the end of the fiscal year in which the commitment will be reflected on the financial statements. An example would be committing hotel/motel tax funds for future consideration of a reconstruction project. (i.e. Visitor' Center)

- 4) **Assigned fund balance** – includes the portion of net resources for which an *intended* use has been established by the City Council or the City Official authorized to do so by the City Council. Assignments of fund balance are much less formal than commitments and do not require formal action for their imposition or removal. In governmental funds other than the general fund, assigned fund balance represents the amount that is not restricted or committed which indicates that resources are, at a minimum, intended to be used for the purpose of that fund. An example would be encumbrances (i.e. Purchase Orders) for purchase of goods and/or supplies and/or construction services.

Authority to Assign - The City Council delegates the responsibility to assign funds to the Mayor or their designee to be used for specific purposes. City Council shall have the authority to assign any amount of funds to be used for specific purposes. Such assignments cannot exceed the available (spendable, unrestricted, uncommitted) fund balance in any particular fund. The assignments may occur subsequent to fiscal year-end.

- 5) **Unassigned fund balance** – includes the amounts in the general fund in excess of what can properly be classified in one of the other four categories of fund balance. It is the residual classification of the general fund and includes all amounts not contained in other classifications. Unassigned amounts are technically available for any purpose.

Minimum Unassigned Fund Balance

General Fund - Being a City on the Gulf Coast, it shall be the goal of the City to maintain a fund balance in the General Fund equal to 120 days of the operating expenditures and a policy to maintain a **unassigned** fund balance of no less than 90 days of operating expenditures and outgoing transfers as to provide operating liquidity and contingency funding for non-specific unscheduled expenditures such as natural disasters or major unexpected expenditures. In the event that the unassigned fund balance is calculated to be less than the policy stipulates, the City shall plan to adjust budget resources in subsequent fiscal years to restore the balance.

Hotel/Motel Tax Fund – Since the City’s Convention Center qualifies for use of Hotel/Tax, it shall be the goal of the City to maintain a fund balance in the Hotel/Motel Fund to support the annual cost for repairs and maintenance of the Civic Center. The proper level of this unassigned fund balance will be based on the most recent three-year average cost of building maintenance plus the most recent insurance payment for the Civic Center or \$50,000 whichever is greater.

Committed Fund Balances

Fixed or Capital Asset Replacement- The City Council commits an additional portion of the General Fund Reserve for fixed asset replacement related to machinery and equipment. On an annual basis, the City strives to commit dollars equal to one year’s depreciation expense of machinery and equipment for assets on record as of the previous fiscal year end. The balance at year end in this account will be the committed fund balance.

Replenishment of Minimum Fund Balance Reserves

If unassigned fund balance unintentionally falls below 90 days or if it is anticipated that at the completion of any fiscal year the projected unassigned fund balance will be less than the minimum requirement, the Mayor shall prepare and submit a plan to restore the minimum required level as soon as economic conditions allow. The plan shall detail the steps necessary for the replenishment of fund balance as well as an estimated timeline for achieving such.

These steps may include, but are not limited to, identifying new, nonrecurring, or alternative sources of revenue; increasing existing revenues, charges and/or fees; use of year end surpluses; and/or enacting cost saving measures such as holding capital purchases, reducing departmental operating budgets, freezing vacant positions, and/or reducing the workforce. The replenishment of fund balance to the minimum level shall be accomplished within a three to four-year period. If restoration of the reserve cannot be accomplished within such a period without severe hardship to the City of Bay City, then the Council shall establish an extended time line for attaining the minimum balance.

Order of Expenditure of Funds

When multiple categories of fund balance are available for expenditure (for example, a construction project is being funded partly by a grant, funds set aside by the Council, and unassigned fund balance), the Council will first spend the most restricted funds before moving down to the next most restrictive category with available funds.

Appropriation of Unassigned Fund Balance

Appropriation from the minimum unassigned fund balance shall require the approval of the City Council and shall be utilized only for one-time expenditures, such as capital purchases, and not for ongoing operating expenditures unless a viable revenue plan designed to sustain the expenditure is simultaneously adopted.

The Council may appropriate unassigned fund balances for emergency purposes, as deemed necessary, even if such use decreases the fund balance below the established minimum.

Monitoring and Reporting

The Director of Finance shall be responsible for monitoring and reporting the City's reserve balances. The Mayor is directed to make recommendations to the Council on the use of reserve funds both as an element of the annual operating budget submission and from time to time throughout the fiscal year as needs may arise.

Compliance with the provisions of the policy shall be reviewed as a part of the annual operating budget adoption process and subsequent review will be included in the annual audit and financial statement preparation procedures.

Fund Balance Policy for Component Units

Each Component Unit (i.e. Bay City Community Development, Bay City Gas Company) shall create a fund balance/reserve policy that shall be approved by the City Council.

Revenue Management Policy

The City strives for the following optimum characteristics in its revenue system:

- ***Simplicity and Certainty.*** The City shall strive to keep the revenue classification system simple to promote understanding of the revenue sources. The City shall describe its revenue sources and enact consistent collection policies to provide assurances that the revenue is collected according to budgets and plans.
- ***Equity.*** The City shall make every effort to maintain equity in its revenue system structure. The City shall minimize all forms of subsidization between entities, funds, services, utilities, and customers.
- ***Realistic and Conservative Estimates.*** Revenues are to be estimated realistically. Revenues of volatile nature shall be budgeted conservatively.
- ***Centralized Reporting.*** Receipts will be submitted daily to the Finance Department for deposit and investment. Daily transaction reports and supporting documentation will be prepared.
- ***Review of Fees and Charges.*** The City shall review all fees and charges annually in order to match fees and charges with the cost of providing that service.
- ***Aggressive Collection Policy.*** The City shall follow an aggressive policy of collecting revenues. Utility services will be discontinued (i.e. turned off) for non-payment in accordance with established policies and ordinances. The Matagorda County Tax Office is responsible for delinquent tax collection, through the central collection agency, shall be encouraged to collect delinquent property taxes using an established tax suit policy and sale of real and personal property to satisfy non-payment of property taxes. A warrant officer in the Police Division will aggressively pursue outstanding warrants, and the Court will use a collection agency to pursue delinquent fines.

Use of Fund Balance and Non-Recurring Revenues

The City will use non-recurring revenues and excess fund balance for capital expenditures or for non-recurring expenditures. These non-recurring revenues will not be used to fund recurring type maintenance and operating costs. *For example, the City receives annual contributions from the City's two component units- the Bay City Gas Company and the Bay City Community Development Corporation. These appropriations are treated as non-recurring in the sense that they are committed for capital expenditures (i.e. park amenities and/or street projects).*

Property Tax Revenue

All real and business personal property located within the City shall be valued at 100% of the fair market value based on the appraisal supplied by the Matagorda County Appraisal District. Reappraisal and reassessment is provided by the Appraisal District. A ninety-seven percent (97%) collection rate shall serve each year as a goal for tax collections and the budgeted revenue projection shall be based in average collection rate calculated by the Matagorda County Appraisal District. Property tax rates shall be maintained at a rate adequate to fund an acceptable service level. Based upon taxable values, rates will be adjusted to fund this service level. Collection services shall be contracted out with a collection agency, currently the Matagorda County Tax Office.

Interest Income

Interest earned from investment of available monies, whether pooled or not, shall be distributed to the funds in accordance with the equity balance of the fund from which monies were invested.

User Based Fees and Service Charges

For services associated with a user fee or charge, the direct and indirect costs of that service shall be offset wholly or partially by a fee where possible. There shall be an annual review of fees and charges to ensure that the fees provide adequate coverage of costs of services.

Water and Wastewater Rates and other fees for Services

Water and wastewater shall be set to generate revenues required to cover operating expenditures, meet the legal requirements of applicable bond covenants, and provide for an adequate level of working capital. It is the goal of the City that the Water and Wastewater Fund, and other enterprise funds, not be subsidized by property tax revenue.

Intergovernmental Revenues/Grants/Special Revenues

Grant revenues and other special revenues shall be spent for the purpose(s) intended. The City shall review grant match requirements and include in the budget all grant revenues and expenditures.

Collection of Charges

The City will follow a policy of collecting, on a timely basis, all fees, charges, taxes and other revenues properly due to the City. The City will follow an aggressive policy of collecting all delinquencies due to the City.

Revenue Monitoring

Revenues actually received are to be regularly compared to budgeted revenues (at least monthly) with a formal report to City Council at least quarterly. If revenue estimates are down, the Director of Finance shall recommend to Council a corrective action to minimize the impact on the budget at the next available Council Meeting.

Expenditure Control Policy

Appropriations

The responsibility for budgetary control lies with the Department Head. Department Heads may not approve expenditures that exceed monies available at the departmental budget level excluding personnel and capital expenditures. Capital expenditures are approved by the City Council on a per project basis normally during the annual budget process. Personnel allocations may not be changed without the approval of Mayor.

Amendments to the Budget

In accordance with the City Charter, under Article 10.14 (Transfer of Appropriations) provides, with approval of the City Council, the Mayor may transfer any unencumbered appropriated balance within any office, department, or agency at any time. At the request of the Mayor, and within the last three months of the fiscal year, the Council may by resolution transfer any unencumbered appropriation balance or portion thereof from an office, department or agency, to another.

Central Control

Unspent funds in salary and capital allocation object codes may not be spent for any purpose other than their specifically intended purpose without prior authorization of Mayor.

Mayor's Authority to Amend the Budget

The Mayor is authorized to transfer budgeted amounts within and among departments; however any revisions that alter the total expenditures/expenses must be approved by the City Council.

Purchasing

All purchases shall be made in accordance with the Purchasing Policies approved by the City Council.

Prompt Payment

All invoices approved for payment by the proper City authorities shall be paid by the Finance Department within thirty (30) calendar days of receipt, in accordance with the provisions of state law. Proper procedures shall be established that enables the City to take advantage of all purchase discounts, except in the instance where payments can be reasonably and legally delayed in order to maximize the City's investable cash.

Long-Term Debt Policy

Revenue Bond Debt Service Account

It shall be the policy of the City to always be in strict compliance with the requirements of the ordinance that created the Revenue Bond Debt Service Fund. Monthly transfers are to be made to this account each year in accordance with the bond debt service payment schedule. The balance in the account must be adequate to cover semi-annual payments as they become due.

General Obligation Bond Debt Service Account

It shall be the policy of the City to always be in strict compliance with the requirements of the ordinance that created the General Obligation Bond Interest and Sinking Fund Account. Taxes, as applicable shall be distributed to this account monthly as received. Utility Revenues transferred to the Interest and Sinking Fund Account shall occur, as needed prior to the semi-annual payment dates. The balance in the account must be adequate to cover semi-annual payments as they become due.

Capital Improvement Plan (CIP)

The City will develop a multi-year plan to present to Council each year for approval. The City will provide a list of proposed capital improvements, funding recommendations, and prospective timing of projects. CIP projects shall be for **equipment over \$100,000**, infrastructure over \$50,000 and facilities over \$25,000. Any maintenance and operational cost shall be disclosed that could impact future operating budgets.

Debt Policy Guidelines

- The City will limit long-term debt to only those capital projects that cannot be financed from current revenues.
- The City will not use long-term debt to finance recurring maintenance and operating costs.
- The City will not issue long-term debt for a period longer than the estimated useful life of the capital project.
- Decisions will be made based on long term goals rather than a short- term fix.
- Debt Service Funds will be managed and invested according to all federal, state, and local laws
- Coverage Ratios of Revenue Bonds will always be in compliance with the minimum coverage ratio required by the revenue bond ordinances. It shall be the goal of the City to achieve a budgeted coverage ratio of 1.60.

Other Fund Use Information

Governmental Funds

Most government functions are financed through governmental funds. The acquisition, use, and balances of the City's expendable resources and related current liabilities are accounted for through governmental funds. Long-term liabilities and fixed assets are not accounted for through governmental funds.

Proprietary Funds

These funds listed below are used to account for the ongoing activities of the City that are similar to those found in the private sector. These funds are financed through user charges to recover costs of services provided. Proprietary funds use accrual accounting, which means revenues are recognized when they are earned by the City and expenses are recognized when they are incurred. Enterprise funds are considered proprietary funds and are used to account for operations for the City's Public Utility Fund and Airport Fund.

Working Capital Position- the goal shall be to maintain a working capital position equal to 120 days of the operating budget and a policy to maintain a working capital position no less than 90 days of the operating budget.

Public Utility Fund

It shall be the general policy of the City to commit a portion of the reserve for fixed asset replacement as it strives to budget for revenue to cover depreciation.

Airport Fund

It will be the general policy of the City that the fees collected will be spent on maintenance of the facilities grounds, and other structures. The goal shall be to reduce the reliance of the general fund tax dollars for this purpose.

Implementation and Review

Upon adoption of this policy the City Council authorizes the Mayor to establish any standards and procedures which may be necessary for its implementation. The Director of Finance shall review this policy at least annually and make recommendations for changes to the Mayor and City Council.



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 08/30/18 05:30 PM
Department: City Secretary
Category: Ordinance
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 3313

ORDINANCE (ID # 3313)

**~ DISCUSS, CONSIDER AND/OR APPROVE THE CITY OF BAY
CITY FEE ORDINANCE.**

This Fee Ordinance has been developed by all departments. It is an ordinance that outlines all fees charged by the City's various departments. It simplifies the location of all fees into one ordinance. When fees change, this one ordinance can be amended by Council, instead of multiple ordinances.

COMMENTS - Current Meeting:

Finance Director, Scotty Jones presented the Fee schedule, which has been worked on by all City Departments. This ordinance will eventually have all City fees in one place, making it easier for the end-user to find fees easily.

Council questioned sewer tap fees and the animal impound fees, which Finance Director Jones will report on at a later Council meeting, after her research.

Appendix A- FEES, RATES AND CHARGES**Color Codes:****=NEW****=REMOVE**

Section Number	Subject	Fee Amount
Chapter 2 - Administration		
2-53(c)	Fine for disrupting council meetings	\$25 to \$100 per offense
2-216	Request for records fee	\$0.10 per page (Standard size) \$0.15 per page (Legal Size)
2-268	Variance filing fee	\$25 (Proposed \$50)
Chapter 10 – Amusements and Entertainments		
<i>Sexually oriented business permit</i>		
10-39(a)	Application fee	\$500
10-39(b)	Renewal – adult service provider permit	\$100

10-39(c)	Renewal – business manager permit	\$150
10-39(d)	Duplicate / copy – license, permit, identification card	\$10
10-39(e)	Fingerprinting	\$25
14-	Animal impound	\$25 first day, \$10 each additional day
14-44	Animal Quarantine – Rabies	\$30 Processing fee \$15 per day
Chapter 18 – Aviation		
18-6(a)	Aerial Advertising – city limits permit	\$15 per flight
18-6(a)	Aerial Advertising – city limits, 7 day permit	\$25
18-	Aerial Applicator Operating Permit	\$500 per aircraft (30 day period) \$250 for each additional aircraft
18-135	Fuel Flowage Fee	\$0.15 per gallon

Daily Tie Down Fees		
18-	Single Engine	\$10.00
18-	Twin Engine	\$20.00
18-	Turbo/Jet Engine	\$30.00
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.)</i>		
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.		

Main Hangar Daily Fees		
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
Main Hangar Monthly Fees		
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 rent
Ramp Fees		
18-	Single Engine	\$10.00
18-	Twin Engine	\$20.00
18-	Turbo/Jet Engine	\$30.00
<i>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.</i>		
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) <i>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.</i> b) <i>The overnight use of the vehicle may be approved at the cost of a flat rate fee of \$100.00 (after 5pm until 8am). The charges as stated above will then apply between the hours of 8am to 5pm.</i>		

18-	After Hour's Services	\$55.00/hour (2 hour minimum)
18	Full Service Fees	.40 cents per gallon of fuel
18	Fuel additive	.05 cents per gallon plus posted fuel price
Chapter 22 – Building and Building Regulations		
22-50	Plan Review Fee	50% of the building permit fee
22-50	Building Permit Fees	
	Valuation: \$1,000 or less	\$20.00
	Valuation: \$1,001 to \$50,000	\$20.00 for the first \$1,000.00 + \$5.50 for each additional \$1,000.00 fraction thereof
	Valuation: \$50,001 to \$100,000	\$289.50 for the first \$50,000.00 + \$4.50 for each additional \$1,000.00 fraction thereof

	Valuation: \$100,001 to \$500,000	\$514.50 for the first \$100,000.00 + \$3.50 for each additional \$1,000.00 fraction thereof
	Valuation: \$500,001 and up	\$1,914.50 for the first \$500,000.00 + \$2.50 for each additional \$1,000.00 fraction thereof
22-50	Demolition Permit	\$50.00
22-50	Re-inspection Fee	\$25.00
22-50	After-hours inspection Fee	\$25.00
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	\$157.50
22-50	Certificate of Occupancy/Change in Name	\$157.50
22-50	Temporary Certificate of Occupancy (TCO)	\$100.00
22-50	Copy of Certificate of Occupancy	No Charge
22-50	Certificate of Occupancy/Tenant Space (no work)	\$157.50
22-50	Life Safety Inspection (foster homes, etc.)	\$157.50
22-50	Storage of Impounded Sign	\$25.00 per sign

22-163	Electrical Base Permit Fee	Minimum \$20.00 Based on Building Permit Fees & Valuation of Project
22-297	Plumbing Base Permit Fee	Minimum \$20.00 Based on Building Permit Fees & Valuation of Project
22-383	Mechanical Base Permit Fee	Minimum \$20.00 Based on Building Permit Fees & Valuation of Project
22-465	Moving Permit (Building or structure)	\$50.00
22-502	House Moving License	\$100.00 per year
<i>Chapter 26 – Businesses</i>		
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
Chapter 42 – Fire Prevention and Protection		
42-77	Sprinkler Systems (Valuation based on construction valuation for project)	
	Plan Review Services	Based on 3 rd party contract fees
42-77	Fire Alarm Systems (Valuation based on construction valuation for project)	Based on 3 rd party contract fees
42-77	Annual Fire Inspection	\$157.50
42-77	Fire Certificate of Occupancy Inspection	\$157.50 per hour, per location
42-77	Fire Re-inspection	\$157.50
42-81(1)	Additional inspections	\$157.50 per location

42-81(2)	Fire certificate of occupancy	\$157.50
Chapter 58 – Municipal Court		
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)	Security fee charged for cost of court (Building Security Fund)	\$3.00 per misdemeanor offense
58-96(1)	Juvenile case manager fee	\$5.00 (not to exceed)
58-122(a)	Municipal Court Technology Fee	\$4.00

Chapter 62 – Natural Resources		
62-7b	Drilling permit fee	\$1,500.00 \$2,500.00
62-7b	Re-entering plugged well to operate	\$1,500.00 \$2,500.00
62-7b	Amendment to permit	No Charge \$500.00
62-7b	Extension of permit	\$200.00 \$500.00
62-7b	Permit for seismic surveys	\$200.00 \$500.00
Chapter 66 – Offenses		
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
Chapter 70 – Parks and Recreation		
70-XX	Facility- Train Depot	\$100.00/day + \$100.00 Deposit
	Facility- Service Center	See separate approved schedule
	Pavilion- Amistad Park	\$50.00/day + \$50.00 Deposit
	Pavilions- 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/hour+ \$50.00 Deposit
	Sports Complex: Per Field	\$25/hour + \$75.00 Deposit
	Sports Complex: All three (3) fields	\$70/hour + \$200.00 Deposit
	Sports Complex: All three (3) fields including press box	\$85/hour + \$250.00 Deposit
	Sports Complex: All three (3) fields including press box and concession stand	\$100/hour + \$300.00 Deposit
	Sports Complex: Concession Stand	\$15/hour + \$100.00 Deposit
	Other Baseball Fields: City Field or Joe Davis Field	\$20/hour + \$100.00 Deposit
	Football Field (Non YSA Use): Hardeman Football Field	\$15/hour + \$100 Deposit
	Park: Duncan Park	\$250/day + \$100 Deposit

	Park: Liberty Park	\$150/day + \$100 Deposit
	Pools: Admission	Adult- \$2.00/day Child (Under 18)- \$1.00/day
	Pools: Lap Swim (16 th Pool only)	\$1.00/day or \$10.00/month
	Pools: Season Passes	Individual- \$40/season Family of 5- \$100/season
	Pool Rental (Limited times available)	\$250 (4 hours)
	Riverside Park: Admission	\$8.00/car or \$80.00 Yearly Pass
	Riverside Park: Pavilion	\$100/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/Month plus \$35.00 Deposit
	Wilderness Camping- RV or Tent (Electric & Water)	\$25.00 Daily, \$150.00/Week, \$350/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 restrictions. (d) Camping fees include 1 vehicle per site per day		
Chapter 74 – Peddlers and Solicitors		
74-39(a)	License Permit fee	\$50.00 + \$5.00 administrative fee
	License permit fee – 12 month	\$70.00 + \$5.00 administrative fee
Chapter 82 – Police		
82-2	Copies of records fee	\$6.00 per document for certified copies
Chapter 86 – Secondhand Goods		
86-20(b)	Junkyard license fee	\$20.00
86-20(b)	Inspection renewal fee	\$10.00

Chapter 90 – Solid Waste

90-28 (3)	Residential Trash	\$20.53/month
	Residential- Extra Toter	\$10.28/month
	Small Commercial	\$36.42/month
	Small Commercial- Extra Toter	\$18.21/month
	Large Commercial:	
	2 Yard 1 time per week	\$57.99/month
	2 Yard 2 times per week	\$116.95/month
	2 Yard 3 times per week	\$174.15/month
	2 Yard 4 times per week	\$229.56/month
	2 Yard 5 times per week	\$283.23/month
	2 Yard 6 times per week	\$341.22/month
	3 Yard 1 time per week	\$81.74/month
	3 Yard 2 times per week	\$163.57/month
	3 Yard 3 times per week	\$242.76/month
	3 Yard 4 times per week	\$319.30/month
	3 Yard 5 times per week	\$393.20/month
	3 Yard 6 times per week	\$473.81/month
	4 Yard 1 time per week	\$101.11/month
	4 Yard 2 times per week	\$201.39/month
	4 Yard 3 times per week	\$298.16/month
	4 Yard 4 times per week	\$391.42/month

	4 Yard 5 times per week	\$481.15/month
	4 Yard 6 times per week	\$582.24/month
	6 Yard 1 time per week	\$139.82/month
	6 Yard 2 times per week	\$277.03/month
	6 Yard 3 times per week	\$409.00/month
	6 Yard 4 times per week	\$535.67/month
	6 Yard 5 times per week	\$657.05/month
	6 Yard 6 times per week	\$794.17/month
	8 Yard 1 time per week	\$169.69/month
	8 Yard 2 times per week	\$334.82/month
	8 Yard 3 times per week	\$493.40/month
	8 Yard 4 times per week	\$644.69/month
	8 Yard 5 times per week	\$788.96/month
	8 Yard 6 times per week	\$919.21/month
	Additional Haul- 2 Yard	\$19.34/month
	Additional Haul- 3 Yard	\$27.28/month
	Additional Haul- 4 Yard	\$33.73/month
	Additional Haul- 6 Yard	\$46.65/month
	Additional Haul- 8 Yard	\$56.62/month
	Lock Fee- Installation (1-time fee)	\$75.00
	Lock Fee	\$5.00/month
<i>(customers outside of city limits pay 1.5 times inside city limit rate)</i>		

Chapter 94 – Streets, Sidewalks and Other Public Places

94-204	Street Closure Application Fee	\$25.00
94-229(c)	Street Name Application Fee	\$100.00

Chapter 98 – Subdivisions

Platting Fees

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 – 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 – 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
<i>Chapter 99 – Downtown Bay City Land Development Code</i>		
99-9	Penalty Fine	\$2,000.00
<i>Chapter 102 – Taxation</i>		
102-70(a)	Hotel – Motel Occupancy Tax Rate	\$2.00 or more per day

Chapter 106 – Telecommunications		
106-80	Penalty Fee	\$500.00 per day
110 – Traffic and Vehicles	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
Chapter 114 – Utilities		
114-	Return Check Fee	\$30.00
114-22 Water & Sewer Deposits		
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	\$250.00 Up to 60-day average bill
114-22 (1)	Multi Unit Multi units connected to one water meter	\$150.00 per unit Up to 60-day average bill
114-22 (1)	Commercial accounts Washaterias, carwashes, and other high volume users	Two months' historical or estimated usage at the discretion of the director of public works or designee Up to 60-day average bill
114-22(4a1)	Reconnection Fee Upon disconnection at curb stop	\$50.00
114-22(4a2)	Reconnection Fee Upon meter removal	\$100.00
114-22(4a3)	Reconnection Fee Upon locking meter	\$100.00
	<i>Residential</i>	

114-22(4b)	Required deposit (restoration of service due to non-payment)	\$50.00 per occurrence (not to exceed \$300.00)
114-22 (4b)	<i>Commercial</i> 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)
114-27	Annual Consumer Price Index Adjustment	Based on the most recent 12 month average of the Consumer Price Index (Remove)
114-55	Water Tapping Charges	
114-55 (a)	1-inch or less	Actual cost plus 15 percent \$1,250
114-55 (a)	1.5-inch or greater	Based on 3 rd party contractor cost plus cost of meter and inspection fee (\$100.00)
114-57	Connection Fees	
114-57 (1)	Connection Fee- 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)	\$50.00 \$100.00
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	Monthly Rate Schedule (Water)	
<u>Residential</u>		
114-88	Base Charge 0-2,000 gallons 0.625-10 inch meter	\$21.48
Volumetric Rate		
114-88	2,001 – 5,000 Gallons	\$2.00 per 1,000 gallons

114-88	5,001 – 10,000 Gallons	\$2.51 per 1,000 gallons
114-88	Over 10,000 Gallons	\$3.02 per 1,000 gallons
<u>Non-Residential (Commercial)</u>		
<i>Base Monthly Bill</i>		
114-88	0.625-inch meter	\$21.48
114-88	0.75-inch meter	\$21.48
114-88	1-inch meter	\$26.86
114-88	1.5-inch meter	\$53.70
114-88	2-inch meter	\$85.91
114-88	3 -inch meter	\$161.09
114-88	4-inch meter	\$268.48

114-88	6-inch meter	\$536.97
114-88	8-inch meter	\$859.15
114-88	10-inch meter	\$1,235.02
<i>Volumetric Rate</i>		
114-88	0-10,000 Gallons	\$2.51 per 1,000 gallons
114-88	Over 10,000 Gallons	\$2.51 per 1,000 gallons
<u>Industrial</u>		
<i>Base Monthly Bill</i>		
114-88	0.625-inch meter	\$21.48
114-88	0.75-inch meter	\$21.48
114-88	1-inch meter	\$26.86

114-88	1.5-inch meter	\$53.70
114-88	2-inch meter	\$85.91
114-88	3-inch meter	\$161.09
114-88	4-inch meter	\$268.48
114-88	6-inch meter	\$536.97
114-88	8-inch meter	\$859.15
114-88	10-inch meter	\$1,235.02
<i>Volumetric Rate</i>		
114-88	0 – 900,000 Gallons	\$4.46 per 1,000 gallons
114-88	900,001 to 4,500,000 Gallons	\$4.01 per 1,000 gallons
114-88	Over 4,500,000 Gallons	\$3.56 per 1,000 gallons

<i>(customers outside of city limits pay 2 times inside city limit rates)</i>		
Bulk Water (Metered Water)	<i>Base Charge 0-2,000 gallons</i>	<i>\$75.00</i>
114-88	<i>2,001-10,000 gallons</i>	<i>2 times commercial rate per 1,000 gallons</i>
114-88	<i>Over 10,000 gallons</i>	<i>2 times commercial rate per 1,000 gallons</i>
Article 4 Sewer and Sewer Surcharge Rates		
114-109	<i>Fees and Sewer Taps</i>	
114-109 (1a)	<i>4-inch connection or less</i>	\$350.00 \$1,250
114-109 (1b)	<i>Over 4-inch</i>	Actual cost of the tap Based on 3rd party contractor plus inspection fee (\$100.00)
114-109 (2)	<i>Line Locate</i>	\$200.00 Additional charges of \$50.00/hour after the first 4 hours
114-134	Monthly Rate Schedule (Sewer)	
114-134	<i>Base Charge 0-2,000 gallons 0.6250-10 inch meter</i>	<i>\$19.69</i>

<i>Volumetric Rate</i>		
114-134	<i>2,001 – 5,000 Gallons</i>	<i>\$4.86 per 1,000 gallons</i>
114-134	<i>5,001 - 10,000 Gallons</i>	<i>\$4.86 per 1,000 gallons</i>
114-134	<i>Over 10,000 Gallons</i>	<i>\$4.86 per 1,000 gallons</i>
<u>Non-Residential (Commercial)</u>		
<i>Base Monthly Bill</i>		
114-134	<i>0.625-inch meter</i>	<i>\$19.69</i>
114-134	<i>0.75-inch meter</i>	<i>\$19.69</i>
114-134	<i>1-inch meter</i>	<i>\$24.62</i>
114-134	<i>1.5-inch meter</i>	<i>\$49.22</i>
114-134	<i>2-inch meter</i>	<i>\$78.75</i>

114-134	3-inch meter	\$147.67
114-134	4-inch meter	\$246.10
114-134	6-inch meter	\$492.23
114-134	8 -inch meter	\$787.55
114-134	10 -inch meter	\$1,132.11
<i>Volumetric Rate</i>		
114-134	0 – 10,000 Gallons	\$4.86 per 1,000 gallons
114-134	Over 10,000 Gallons	\$4.86 per 1,000 gallons
<u>Industrial</u>		
<i>Base Monthly Billing</i>		
	0.625-inch meter	\$19.69

	<i>0.75 -inch meter</i>	<i>\$19.69</i>
	<i>1-inch meter</i>	<i>\$24.62</i>
	<i>1.5-inch meter</i>	<i>\$49.22</i>
	<i>2-inch meter</i>	<i>\$78.75</i>
	<i>3-inch meter</i>	<i>\$147.67</i>
	<i>4-inch meter</i>	<i>\$246.10</i>
	<i>6-inch meter</i>	<i>\$492.23</i>
	<i>8-inch meter</i>	<i>\$787.55</i>
	<i>10-inch meter size</i>	<i>\$1,132.11</i>
<i>Volumetric Rate</i>		
	<i>0 – 900,000 Gallons</i>	<i>\$4.46 per 1,000 gallons</i>

	900,001 to 4,500,000 Gallons	\$4.01 per 1,000 gallons	
	Over 4,500,000 Gallons	\$3.56 per 1,000 gallons	
(customers outside of city limits pay 2 time inside city limit rates)			
<u>Quantity Cost Recovery Fee (Surcharge)</u>			
Source Classification	Remarks	Quantity Variable Daily Sewage Flow - Gallons/Person	Capital Cost Recovery Rate
Municipality	Residential (3 persons)	$\times 100 \times \$2.06=$	\$618.00 per home
Subdivision	Residential (3 persons)	$\times 100 \times \$2.06=$	\$618.00 per home
Trailer park transient	2½ Persons per trailer	$\times 50 \times \$2.06=$	\$257.50 per home
Mobile home park	3 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

<i>Hospitals</i>	<i>Per bed</i>	$\times 200 \times \$2.06 =$	<i>\$412.00 per bed</i>
<i>Nursing homes</i>	<i>Per bed</i>	$\times 90 \times \$2.06 =$	<i>\$185.40 per bed</i>
<i>Drive-in theater</i>	<i>Per car space</i>	$\times 5 \times \$2.06 =$	<i>\$ 10.30 per space</i>
<i>Restaurant</i>	<i>Per meal served</i>	$\times 5 \times \$2.06 =$	<i>\$ 10.30 per customer</i>
<i>Apartments</i>	<i>3 Persons</i>	$\times 100 \times \$2.06 =$	<i>\$618.00 per apartment</i>
<i>(Code 1985, § 30-87; Code 2000, § 114-127; Ord. No. 1337, § VII, 11-9-2006)</i>			

Chapter N/A -Bay City Public Library		
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 st 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)/\$.030 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
<i>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.</i>		

Chapter N/A – Civic Center		
Fee Schedule with Room Dimensions	Rm #102: Diagonal Entrance/West Side (18'X23')	\$100.00 + \$50.00 Deposit
	Rm #104: Small West Conference Room (20'X23')	\$100.00 + \$50.00 Deposit
	Rm #106: Large West Conference Room (30'X73')	\$300.00 (\$225.00) + \$50.00 Deposit
	Rm #108: Catering Kitchen	\$200.00 (\$125.00) + \$50.00 Deposit
	Rm #100: Main Exhibit Hall (100'X120')	\$825.00 (\$750.00) + \$200.00 Deposit
	Rm #103: Large East Conference Room (44'X73')	\$375.00 (\$300.00) + \$50.00 Deposit
	Rm #109: Small East Conference Room (20'X30')	\$150.00 (\$100.00) + \$50.00 Deposit

	Rm #107: Small East Conference Room (18'X30')	\$150.00 (\$100.00) + \$50.00 Deposit
	Rm #111: Harvest Room-South Side (20'X30')	\$175.00 (\$125.00) + \$50.00 Deposit
	Rm #113: Harvest Room-North Side (30'X30')	\$175.00 (\$125.00) + \$50.00 Deposit
	Chamber Corporate Boardroom (Availability determined by Chamber usage)	\$200.00/4 hours (\$100.00/4 hours) + \$50.00 Deposit
Combination Prices	Rooms 100, 103, 106 combined	\$1400.00 (\$1175.00) + \$300.00 Deposit
	Entire Civic Center (excluding chamber offices)	\$1600.00 (\$1350.00) + \$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 8am-12am. (b) An individual can pay an \$80 hourly decorating fee to use the room the day before their event between the hours of 8am-4pm, as long as that room and date are available. (c) Failure to submit a floor plan before the deadline will result in a \$60 late fee. Any changes requested by the renter after the deadline will be subject to a \$60 change fee.		

	<i>Chapter 118 – Vehicles for Hire</i>	
118-61(a)	Taxi Application Permit 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)	Taxi rates and fees	
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
118-95	State Class C License Annual permit Fee	\$20.00 per driver