

2. **Point of Delivery and Pressure.** That water will be furnished at a reasonably constant pressure from an existing 12" main supply at a point located at the intersection of SH 31 and County Road 0070. If a greater pressure than that normally available at the point of delivery is required by the Purchaser, the cost of providing such greater pressure shall be borne by the Purchaser. Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake or other catastrophe shall excuse the Seller from this provision for such reasonable period of time as may be necessary to restore service.

3. **Metering Equipment.** To operate and maintain, at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the purchaser and to calibrate such metering equipment whenever requested by the Purchaser but not more frequently than once every 12 months. A meter registering not more than 2.0% above or below the test result shall be deemed to be accurate. The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the 12 months previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless Seller and Purchaser shall agree upon a different amount. The metering equipment shall be read on a date selected by the City of Corsicana. An appropriate official of the Purchaser at all reasonable times shall have access to the meter for the purpose of verifying its readings.

4. **Billing Procedure.** To furnish the Purchaser, not later than the 10th day of the following month, with an itemized statement of the amount of water furnished the Purchaser during the preceding month.

The Purchaser agrees:

1. **Rates and Payment Date.** To pay the Seller, not later than the 20th day following each monthly billing cycle for water delivered in accordance with the "schedule of rates" as hereinafter defined, said rates not be altered or amended more often than yearly as provided hereinafter. The said "schedule of rates", as hereinafter defined, shall be the then prevailing rate in effect at the time of initial delivery of water to Purchaser's meter, said rate yearly established by the City Commission of the City of Corsicana. The rates shall include a base rate and a volume rate (per 1,000 gallons rate).

2. **Metering Equipment.** To furnish and install, at its own expense, the necessary metering equipment, including a meter house or pit, at the point of delivery.

3. **Connection Fee.** To pay as an agreed cost, a connection fee to connect the Seller's system with the system of the Purchaser, the sum of \$1.00.

IT IS FURTHER MUTUALLY AGREED BETWEEN THE SELLER AND THE PURCHASER AS FOLLOWS:

1. **Term of Contract.** That this contract shall extend for a term of 20 years from the date of the initial delivery of any water as shown by the first bill submitted by the Seller to the Purchaser and thereafter may be renewed or extended for such term, or terms, as may be agreed upon by the Seller and the Purchaser.

2. **Delivery of Water.** That 30 days prior to the estimated date of completion of construction of the Purchaser's water supply distribution system, the Purchaser will notify the Seller in writing the date for the initial delivery of water.

3. **Water for Testing.** When requested by the Purchaser, the Seller will make available to the contractor at the point of delivery, or other point reasonably close thereto, water sufficient for testing, flushing, and trench filling the system of the Purchaser during construction, irrespective of whether the metering equipment has been installed at that time at the normal charge for such water which will be paid by the contractor or, for his failure to pay, by the Purchaser.

4. **Failure to Deliver.** That the Seller will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the Purchaser with quantities of water required by the Purchaser. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water or the supply of water available to the Seller is otherwise diminished over an extended period of time the supply of water to Purchaser's consumers shall be reduced or diminished in the same ratio or proportion as the supply to Seller's consumers is reduced or diminished.

5. **Modification of Contract.** That the provisions of this contract pertaining to the "schedule of rates" to be paid by Purchaser to Seller for water are subject to modification at the end of every one year period, by Seller, with said one year period construed to be the anniversary date from date of inception of the delivery of water to point of delivery at Purchaser's clear-well. Any increase or decrease shall be based on system-wide rates for the consumers of Seller within the corporate limits of the City of Corsicana, subject to the definition of "schedule of rates" as hereinafter set forth. Other provisions of this contract may be modified or altered by mutual agreement.

6. **Regulatory Agencies.** That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in this State and the Seller and Purchaser will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

7. **Successor to the Purchaser.** That in the event of any occurrence rendering the Purchaser incapable of performing under this contract, any successor of the Purchaser, whether the result of legal process, assignment or otherwise, shall succeed to the rights of the Purchaser hereunder.

8. **Schedule of Rates.** Rates shall be interpreted, for all purposes under this contract, as meaning the rates being charged general consumers of Seller, within the City of Corsicana, Texas.

IN WITNESS THEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in six (6) counterparts, each of which shall constitute an original.

SELLER:
CITY OF CORSICANA

By: Wilson Griffin
Wilson Griffin, Mayor

ATTEST:

Nelda J. Neal
Nelda J. Neal, City Secretary

PURCHASER:
CITY OF KERENS

By: Otis Ray Spurlock
Otis Ray Spurlock, Mayor

ATTEST:

Susan Dockery
Susan Dockery, City Secretary

1959
Contract
4/12/59



TRINITY RIVER AUTHORITY OF TEXAS - CITY OF CORSICANA

WATER STORAGE CONTRACT

(Navarro Mills Reservoir)

STATE OF TEXAS :

COUNTY OF NAVARRO :

THIS CONTRACT (hereinafter called the "Authority-City Contract") made and entered into as of this the 30th day of June, 1959, by and between TRINITY RIVER AUTHORITY OF TEXAS, an Agency of the State of Texas and a Conservation and Reclamation District, created under the provisions of the Acts of the Regular Session of the 54th Legislature of the State of Texas in 1955, page 1314, Chapter 518, Article 8280-188 Vernon's Annotated Civil Statutes of Texas, (hereinafter called the "Authority"), and the CITY OF CORSICANA, TEXAS, a municipal corporation created under the laws of the State of Texas and operating under its Home Rule Charter (hereinafter called the "City"),

W I T N E S S E T H:

WHEREAS, construction of the Navarro Mills Dam and Reservoir on Richland Creek, Texas (hereinafter called the "Project") has been authorized by Section 203 of the Flood Control Act approved 3 September, 1954 (Public Law 780, 83rd Congress, 2nd Session) substantially in accordance with the recommendations of the Chief of Engineers in his report dated 28 May, 1954, as modified by Section 203 of the Flood Control Act of 1958, approved 3 July, 1958 (Public Law 85-500, 85th Congress, 2d Session); and

WHEREAS, Authority created by the Legislature with the power to effectuate flood control and the conservation and use, for all beneficial purposes, of storm and flood waters and unappropriated flow waters in the Trinity watershed, has been designated by the Board of Water Engineers as the agency with which the Corps of Engineers should negotiate with respect to water conservation facilities in the Project; and

WHEREAS, the United States of America (hereinafter called the "Government") is authorized by the Water Supply Act of 1958, Title III of the Act, approved 3 July 1958, Public Law 85-500, 85th Congress, 2nd Session, to include storage in any reservoir project to be constructed by the Corps of Engineers to impound water for present and anticipated future demand or need for municipal or industrial water; and

WHEREAS, storage space has been included in the Project for municipal and industrial water below elevation 424.5 feet above mean sea level; and

WHEREAS, under Contract No. DA-41-443-CIVENG- 59-671 between the Government and the Authority (hereinafter called the "Government-Authority Contract"), the Authority has acquired the right to utilize all of the storage space in the Project below elevation 424.5 feet above mean sea level; and

WHEREAS, the approximate total of the storage space in the Project below such 424.5 elevation is approximately 63,300 acre feet, of which amount 53,200 acre feet is designated as water supply, and 10,100 acre feet as an estimated amount which will be utilized by siltation during the life of this contract; and

WHEREAS, the Authority has undertaken in the Government-Authority Contract to fulfill the local interest requirements of the law, including the payment of the cost of the provision of the water supply, prescribed by the Water Supply Act of 1958, and the cost attributable to increase in net returns from higher utilization of the downstream valley land as prescribed by Section 203 of the Flood Control Act of 1958; and

WHEREAS, it is now proper that this Authority-City Contract be executed to define the respective rights and objectives of the parties;

NOW, THEREFORE, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:

1. Adoption of Preamble. That the recitals and declarations contained in the preamble to this instrument are hereby made a part of the Contract.

2. Adoption, by Reference, of Government-Authority Contract. The Government-Authority Contract, by reference, is hereby made a part of this instrument as if copied herein in its entirety.

3. Authority to Provide Funds for Downstream Benefits. Authority agrees and binds itself to pay to Government the sum of \$300,000, as required by Government, to reimburse the Government for certain downstream benefits.

4. Reimbursable Estimated Total Cost of Project. That the Authority will be required to pay 25.0% of the total estimated cost of the Project, including interest during construction, said reimbursable portion of the estimated cost of the Project being \$2,260,800.00, and Authority will be required under the Government-Authority Contract to repay such amount, with interest at the rate of 2.67% per annum from the date that interest is effective.

5. Operation and Maintenance Expense. That the annual payments which Authority will make to the Government for its share of the expense of operation and maintenance of the project will be 25% of the total operation and maintenance expense, now estimated to be \$16,300.00. Such pro rata share of the operation and maintenance shall be payable by Authority on January 1st of the years 1970 through 2009, unless such payments, as provided in Section 8(a) hereof, shall be accelerated, as provided in Section 8(b) of this contract.

6. First Year Use of Water Required. That City will first require use of water from the project in 1970, but that as required of Authority in the Government-Authority Contract, in the event water is first used from said storage space prior to January 1, 1970, payments as provided in Section 8(a) hereof shall be accelerated in accordance with the provisions of Section 8(b).

7. Division of Storage Space. Under the Government-Authority Contract Authority is acquiring the right to utilize the storage space in the Project below elevation 424.5 feet above mean sea level as deemed necessary by the Authority, to impound water in the Project and make such diversions as the Authority is authorized to make under a water permit issued by the Board of Water Engineers of the State of Texas, to the extent that such storage will provide. Authority hereby assigns and grants to City the right to utilize 90% of such storage space and the yield therefrom. The remaining 10% of the storage space and the yield therefrom are reserved by and will remain available for use by Authority.

The Authority's portion of such water will be utilized under and in accordance with the provisions of Section 9 of this Contract.

8. Payments to Authority. Since the Authority is a State Agency having power to control, store, preserve, use, distribute and sell the waters of the Trinity River and its tributaries and in exercising such powers to acquire the use of the storage space in the Project primarily for the benefit of the City, and since the Authority has assumed all responsibilities both financial and otherwise required of local interests under Public Law 85-500 85th Congress, 2d Session, including obligations to the Government under the Government-Authority Contract for the benefit of the City, the City hereby agrees to make payments, in advance of their need, to Authority sufficient to meet all of Authority's pecuniary obligations under the Government-Authority

Contract as set out in Sections 3, 4, 5, 6, and 8 (c) and (d) hereof, all such payments to be made in the manner and at the times set forth hereinafter in this Section. After taking into consideration all of such obligations assumed by the Authority to the Government under the contract involved, City especially agrees to make payments to the Authority at times and in amounts as follows, to-wit:

(a) Monthly Payments: City will, out of the revenues of and as operating expense of City's waterworks system, make payments monthly to Authority in accordance with the following schedule, the first payment to be made on November 1, 1961 and subsequent payments on or before the first day of each month thereafter. The amount of the monthly payments to be made are to be in accordance with the following schedule:

November 1, 1961 through October 1, 1962 - \$ 700.00 per month

November 1, 1962 through October 1, 1964 - \$ 1,400.00 per month

November 1, 1964 through October 1, 1969 - \$ 3,350.00 per month

November 1, 1969 through October 1, 1979 - \$ 9,550.00 per month

November 1, 1979 through October 1, 2008 - \$10,850.00 per month

The payments due January 1, 2008 through October 1, 2008 shall be adjusted upward or downward to assure the repayment by January 1, 2009 of all capital costs as required of Authority by Government.

(b) In the event water is first used from the storage space by City prior to January 1, 1970, the monthly payment for the month next succeeding the month in which City commences taking water shall be increased to \$9,550.00 per month, and shall continue for a period of 120 months, at which time the payments hereunder shall become \$10,850.00 per month and shall continue through October 1, 2008, or until such time as Authority has from payments received from City paid to Government the reimbursable cost, including interest plus accrued expenses of operation and maintenance of the Project.

During the life of this Contract, when all payments required of Authority to reimburse the Government for the reimbursable cost of the Project (plus all other amounts which shall have accrued under Article 5, Sections (1), (2), (3), (4) and (5), of the Government-Authority Contract), the amounts of payments to be made by City in the future, will be renegotiated to take into consideration the fact that the Authority's obligation to the Government for

the total reimbursable capital cost and all other accrued costs of the Project will have been paid by funds received from City, to the end that such future payments by the City will be reduced to take into consideration the fact that the total reimbursable capital cost will have been repaid.

(c) Additional Payments: In addition to the above required payments, City will pay out of City's waterworks system revenues to Authority, within 15 days after receipt of statement therefor, any charge which may be made to Authority by the Government for Authority's portion of the cost of sedimentation resurveys and for major capital improvements when such costs are incurred by the Government, as provided in Article 5, Section (3) of the Government-Authority Contract.

(d) Modification of Payments: The Parties hereto recognize the fact that any one or more of said several assumptions and the assumptions as to the date of completion of the Project, dates water is first used therefrom by City, and the final cost of the Project may be revised by the Parties from time to time. Any revision upward or downward in the estimated total cost of the project or in the estimated expense of operation and maintenance shall cause a modification of the schedule of payments shown in Section 8(a) and (b) to reflect actual cost. Both Parties agree that they will be bound by such changes. With reference to Authority's pecuniary obligations to the Government under the Government-Authority Contract the following procedure in reference thereto will be followed. After receipt of notification by Government, Authority will certify to City each such revision as it occurs. Such certificate shall be forwarded by Authority to City by Registered or Certified Mail, with Return Receipt Requested. Upon delivery to Authority of the Registered or Certified Mail Receipt the Notice of Change shall be effective as to both Parties.

The specification of payments by City hereinabove set forth in this Section 8 is intended to encompass all of the payments which are to be made by the City to Authority, but in the event that some additional payment is exacted of Authority by the Government under the Government-Authority Contract, Authority will immediately notify City of such demand by the Government. Whereupon, City may ask Authority to request a conference with the Contracting Officer (as the term is defined in the Government-Authority Contract) at which City

may be represented, if the conference is so arranged, but at all events City will make such additional payment to Authority not less than 15 days before Authority is finally required to make such remittance to the Government. No error in calculations or in the estimates contained above in this Section 8 shall relieve the City of its obligation to pay to Authority such amounts as are necessary to enable Authority to fulfill its obligations to the Government under the Government-Authority Contract.

9. Payments to City. Whenever Authority sells and receives payment for any of the water stored in Authority's 10% of the storage space in the Project, it will on or before the 15th day of the month following such action make payment to City of an amount equivalent to three cents (3¢) per 1,000 gallons of water thus sold by Authority.

10. Special Covenants of City. In consideration of the services which Authority will perform and the payments it will make for the benefit of the City under the terms of this Contract, City covenants to do the following:

(a) To so exercise its rights under this Contract as to respect the obligations of Authority under Article 1 of the Government-Authority Contract entitled "Water Storage Space", and to recognize City's liability to the extent fixed by law, because of the exercise of City's rights to require release of water from such storage space, and to assume responsibility for defending any controversy which may occur by reason of the release for City or for City's use of such water;

(b) That it will respect the right reserved by the Government in Article 1 to take such measures as may be necessary in the operation of the Project to preserve life and/or property;

(c) That it will provide the funds necessary to install such metering devices as are required under Article 2 of the Government-Authority Contract;

(d) That it will utilize the water it receives from such storage space in a manner consistent with Federal and State laws, and the permit issued by the State Board of Water Engineers as required under Article 3 of the Government-Authority Contract;

(e) That it recognizes the obligations of responsibility for use of stored water, assumed by the Authority under Article 4 of the Government-Authority Contract, and that City will indemnify Authority against loss incurred by Authority because of the regulation of the use of water stored for the benefit of the City;

(f) That it has followed the procedure prescribed in Vernon's Civil Statutes 1109-a in executing this Contract, after an authorizing election held and carried on the 23rd day of June, 1959. The City represents that all payments to be made by it hereunder will constitute "Operating Expenses" of its waterworks system, and shall be made from the revenues of such system;

(g) That it will fully respect the provisions of sub-section (5) of Article 5 of the Government-Authority Contract which requires the payment of interest at the rate of 2.67% on past due payments required to be made by the Authority to the Government under Article 5 of such Contract. In the event that any such default is occasioned by the failure of the City to make corresponding payments, on time, to the Authority, City will reimburse to the Authority any amounts which it may be required to pay by way of interest because of such transaction.

11. Special Covenants of Authority. In consideration of the payments to be made by the City as prescribed in Section 8 and the performance of the Special Covenants of City as prescribed in Section 11, and the performance by City of its other obligations under this Contract, Authority covenants to do the following:

(a) That it will well and truly perform all of its obligations under the Government-Authority Contract, and without limitation including its obligations to respect the provisions of Article 1 of such Contract in reference to the use and regulation of the water stored in the Project for the benefit both of City and Authority;

(b) That it will utilize the water it takes for its own purposes from such storage space in a manner consistent with Federal and State laws as required in Article 3 of the Government-

Authority Contract;

(c) That it will so exercise its rights to utilize and regulate the use of water from such storage space as to avoid insofar as practicable loss to others, thus reducing insofar as practicable liability under Article 4 of the Government-Authority Contract;

12. Under Article 11 of the Government-Authority Contract, Authority holds and saves the Government, its officers, agents and employees, harmless from liability of any nature or kind, for or on account of any claim for damages which may be filed or asserted as a result of withdrawal or release of water from the Project made or ordered by the Authority, or as a result of the construction, operation or maintenance of the features or appurtenances owned and operated by the Authority. Likewise, the City holds and saves harmless the Authority, its officers, agents and employees, from, liability of any nature or kind, for or on account of any claim for damages which may be filed or asserted as a result of withdrawal, or release of water from the Project made or ordered to be made by the City, or as a result of the construction, operation or maintenance of the features or appurtenances owned and operated by the City. If such loss or claim for damages arises because of water to be utilized by Authority from its 10% of the water stored in the Project, City shall have no liability to Authority or otherwise. This provision is effective only as between the parties to this Contract and is not for the benefit of third parties.

13. The City shall not be required to do any act which would impair, alter or endanger the City's existing water rights and nothing herein shall be deemed to constitute any abandonment or waiver of any right to appropriate and divert waters now held by the City. The Authority shall file with the State Board of Water Engineers of Texas an application for a permit to impound, appropriate and divert water from the Project and City agrees to

cooperate fully with the Authority in the presentation of such application or applications to the State Board and in obtaining the necessary permits. If requested by Authority or by the State Board of Water Engineers, City will join in such application or will file a supplemental application for permit. As between the Parties to this Contract but not for the benefit of others, the City shall have full responsibility for the incidents resulting from the storage of water under this Contract and under such permit, except as to the incidents resulting from the water stored in the 10% of storage space owned by Authority, for which Authority assumes full responsibility.

14. Right to Negotiate for Renewal of Contract. To the extent that Authority is able to negotiate the extension of Authority's Contract with the Government for the continued future use of storage space beyond the fifty (50) year term of the Contract, Authority will for the like period of time extend its Contract with City. Authority agrees that if it should be unwilling or unable to negotiate with the Government for the continued future use of storage space at the expiration of the 50-year term of the Government-Authority Contract, as contemplated under Article 7 of the Government-Authority Contract, City is hereby given the right to do so.

15. Covenant Against Default. The parties recognize the existence of Article 8 of the Government-Authority Contract which provides that in the event the Authority refuses or fails to comply with any and all of the terms of the Contract with respect to payments, transfers and assignments, the Government reserves the right to terminate such Contract. Each of the parties agrees that it will not cause or suffer any act of its own which will give rise to such default.

16. Operation and Maintenance of Facilities-Liability. The parties recognize the obligation of Authority under Article 9 of the Government-Authority Contract for proper operation and maintenance of all features and appurtenances which may be provided and owned by the Authority. Both parties hereto agree that, respectively, they shall operate and maintain the facilities which are under their respective care and custody, but that the City shall be responsible to the Authority for reimbursement of Authority's expenses in connection with the operation and maintenance of any part of the Project. Provisions for payment by the City for such items which can now be anticipated in advance have

been made in Section 8 hereof. In the event that during the term of the Government-Authority Contract, the Government should be unable to complete construction, or for a period to perform its obligations to operate the Project through the lack of appropriated funds or for any other reason, the parties to this Contract shall, after negotiation, agree upon the necessary modification of this Contract because of such failure of the Government.

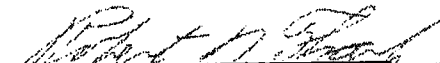
17. Notices. Notices to Authority, until further notice in writing, shall be mailed to or delivered to it at its offices at 808 Trans-American Life Building, Fort Worth, Texas. Notices to City shall be mailed to or delivered to City Hall, Corsicana, Texas.

18. Both parties respectively agree that each will do all things permitted by applicable law and Charter provisions necessary or convenient to carry out their obligations under this Contract.


19. Effective Date and Term of Contract. This Contract shall become effective when executed by the parties hereto and shall continue in full force and effect thereafter so long as the Government-Authority Contract and any renewal thereof is effective. However, the City's right to use water from the storage space in the Project as set forth in Section 7 of this Contract shall continue so long as the Authority has the right, however acquired, to use such storage space.

EXECUTED as of the 30th day of June, 1959, pursuant to a Resolution adopted by the Board of Directors of the Authority and pursuant to a Resolution passed by the City Commission of the City, after the election resulting favorably to the authorization of this Contract, held in the City of Corsicana on the 23rd day of June, 1959.

ATTEST:


Secretary

TRINITY RIVER AUTHORITY OF TEXAS

By 
President

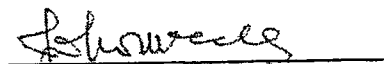
ATTEST:


City Secretary

CITY OF CORSICANA

By 
Mayor

APPROVED AS TO FORM:


Bond Counsel
Trinity River Authority of Texas


City Attorney
City of Corsicana, Texas

THE STATE OF TEXAS :

COUNTY OF :

BEFORE ME, the undersigned Notary Public in and for Dallas County, Texas, on this day personally appeared Ben H. Carpenter, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be the President of Trinity River Authority of Texas, and acknowledged to me that he executed said instrument for the purposes and considerations therein expressed and in the capacity stated and as the act and deed of Trinity River Authority of Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30th day of June, 1959.

Cornelia Kampersman
Notary Public, Dallas County, Texas

(SEAL)

THE STATE OF TEXAS :

COUNTY OF NAVARRO :

BEFORE ME, the undersigned Notary Public in and for Navarro County, Texas, on this day personally appeared R. S. Reading known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be the Mayor of the City of Corsicana, Texas, and acknowledged to me that he had executed the same for the purposes and considerations therein expressed and in the capacity therein stated as the act and deed of the City of Corsicana, Texas.

EXECUTED under my hand and seal of office, this the 30 th day of June, 1959.

Mrs. Dorothy Riley Mrs. Dorothy Riley
Notary Public, Navarro County, Texas

(SEAL)

TRINITY RIVER AUTHORITY OF TEXAS - CITY OF CORRIDADA

Modification No. 1

to

Authority-City Contract

(Water Storage Contract - Navarro Mills Reservoir)

THE STATE OF TEXAS :

COUNTY OF NAVARRO :

WHEREAS, as of 31 March 1959 a contract was executed by and between the United States of America (hereinafter called the "Government") and Trinity River Authority, an agency of the State of Texas, with its principal office in the City of Dallas, Texas (hereinafter called the "Authority"), being Contract No. DA-41-443-CIVENG - 59-671 (hereinafter called the "Government-Authority Contract"), under the terms of which, in consideration of the payments therein undertaken Authority obtained the right to utilize the storage space below Elevation 424.5 feet above mean sea level in Government-Owned Navarro Mills Dam and Reservoir on Richland Creek (hereinafter called the "Project"), authorized by Section 203 of the Flood Control Act approved 3 September 1954 (Public Law 780, 83rd Congress, 2d Session) as modified by Section 203 of the Flood Control Act of 1958, approved 3 July 1958 (Public Law 85-500, 85th Congress, 2d Session); and

WHEREAS, thereafter as of 30 June 1959 a contract was executed by and between the Authority and the City (hereinafter called "Authority-City Contract") under the terms of which City is obligated to make certain payments, including those prescribed in Section 8 thereof, to the Authority in consideration of the services performed by the Authority thereunder and for the right to make diversions of water from the storage space thus controlled by the Authority; and

WHEREAS, as of 3 January, 1961, the Government and the Authority propose to execute Modification No. 1 to Contract No. DA-41-443-CIVENG- 59-671, being a supplemental agreement (hereinafter called "Modification No. 1 of Government-Authority Contract") under the terms

of which the payment by Authority to the Government has been increased because of the inclusion in the structure to be built by the Government of an intake structure to be built by the Government for the use of the City in the left abutment of the spillway of the dam, estimated to cost \$28,300.00, which includes the estimated cost of interest during construction; and

WHEREAS, the payments to be made by the City to the Authority should be increased correspondingly to the added obligation assumed by the Authority in consideration of the inclusion of the intake structure in the left abutment to the dam; and

WHEREAS, because of the fact that the outlet pipe which will be used in connection with the intake will have an invert elevation below Elevation 400, which is the bottom of the conservation pool of the Project, it is necessary that Modification No. 1 to the Government-Authority Contract clarify the exercise of the right of the Authority, and correspondingly the right of the City, to make withdrawals of water from said storage space below Elevation 400 mean sea level;

NOW, THEREFORE, the parties do mutually agree as follows:

1. Adoption of Preamble. That the recitals and declarations contained in the preamble to this instrument are hereby made a part of the contract.

2. Adoption, by reference, of the "Modification No. 1 to Government-Authority Contract." Modification No. 1 to the Government-Authority Contract, by reference, is hereby made a part of this instrument as if copied therein in its entirety.

3. Survival of Obligations. All obligations of the parties under the Authority-City Contract are hereby confirmed, except as expressly modified by the provisions of this "Modification No. 1 to the Authority-City Contract."

4. Increase of Construction Cost. Section 4 of the Authority-City Contract is hereby amended so as to change the figure representing the estimated reimbursable portion of the cost of the Project from \$2,260,000.00 to \$2,289,100.00.

5. Payments to Authority. The provisions of Section 8 of the Authority-City Contract shall remain unchanged until later modified by a supplemental contract between the parties so as to reflect the increased cost of the project as occasioned by Modification No. 1 of Government-Authority Contract and to take into consideration at the same time any other changes to give effect to the Government's final costs of the project. The parties will execute a further modification of the Authority-City Contract at such time as the Government notifies Authority of the final costs of the project.

6. Effective Date and Term of Contract. This Modification No. 1 to Authority-City Contract shall become effective when executed by the parties hereto and as soon thereafter as Modification No. 1 to the Government-Authority Contract has been executed by the Government and by the Authority, and shall continue in full force and effect thereafter so long as the Government-Authority Contract, all modifications thereof, and any renewal thereof are effective. However, the City's right to use water from the storage space in the Project as set forth in Section 7 of the City-Authority Contract shall continue as long as the Authority has the right, however acquired to use such storage space.

EXECUTED as of 3 January 1961, pursuant to a Resolution adopted by the Board of Directors of the Authority and pursuant to a Resolution adopted by the City Commission of the City authorizing such action.

ATTEST:

Robert W. Frank
Secretary

ATTEST:

William W. Dickson
City Secretary

APPROVED AS TO FORM:

W. H. [unclear]
Board Counsel
Trinity River Authority of Texas

TRINITY RIVER AUTHORITY OF TEXAS
BY Jack B. Butler
President

CITY OF CORSIKANA

BY [unclear]
Mayor

Chas. P. [unclear]
City Attorney
City of Corsicana, Texas

TRINITY RIVER AUTHORITY OF TEXAS - ~~CITY OF CORSICANA~~

Modification No. 2

to

Authority-City Contract

(Water Storage Contract - Navarro Mills Reservoir)

THE STATE OF TEXAS :

COUNTY OF NAVARRO :

WHEREAS, as of 31 March 1959 a contract was executed by and between the United States of America (hereinafter called the "Government") and Trinity River Authority, an agency of the State of Texas, with its principal office in the City of Fort Worth, Texas (hereinafter called the "Authority"), being Contract No. DA-41-443-CIVENG -59-671 (hereinafter called the "Government-Authority Contract"), under the terms of which, in consideration of the payments therein undertaken Authority obtained the right to utilize the storage space below Elevation 424.5 feet above mean sea level in Government-Owned Navarro Mills Dam and Reservoir on Richland Creek (hereinafter called the "Project"), authorized by Section 203 of the Flood Control Act approved 3 September 1954 (Public Law 780, 83rd Congress, 2d Session) as modified by Section 203 of the Flood Control Act of 1958, approved 3 July 1958 (Public Law 85-500, 85th Congress, 2d Session); and

WHEREAS, thereafter as of 30 June 1959 a contract was executed by and between the Authority and the City (hereinafter called "Authority-City Contract") under the terms of which City is obligated to make certain payments, including those prescribed in Section 8 thereof, to the Authority in consideration of the services performed by the Authority thereunder and for the right to make diversions of water from the storage space thus controlled by the Authority; and

WHEREAS, as of 8 May 1961 the Authority executed Modification No. 1 to Contract No. DA-41-443-CIVENG- 59-671, and the same was executed on behalf of the Government on 8 August 1961 being a supplemental agreement (hereinafter called "Modification No. 1 of Government-Authority Contract") under the terms of which the payment by Authority to the Government was increased because of the inclusion in the structure to be built by the Government of an intake structure to be built by the Government for the use of the City in the left abutment of the spillway of the dam, estimated to cost \$28,300.00, which includes the estimated cost of interest during construction; and

WHEREAS, under date of 3 January 1961 the Authority and the City entered into Modification No. 1 of the Authority-City Contract; and

WHEREAS, under the Water Supply Act of 1958, as amended by the Federal Water Pollution Control Act Amendments of 1961, the Government is now authorized to impound water for present or anticipated future need for municipal or industrial water; and

WHEREAS, the Authority, at the request of the City, has negotiated a supplement to the Government-Authority Contract (herein called "Modification No. 2 to Government-Authority Contract") to specify the amount of storage space for its needs as a source of present water supply (herein called "Present Water Supply") and the amount thereof for its needs as a source of future water supply (herein called "Future Water Supply") in order to make more favorable terms for the City to pay for its water supply;

NOW, THEREFORE, it is agreed between the parties as follows:

1. Adoption, by reference, of the "Modification No. 2 to Government-Authority Contract." Modification No. 2 to the Government-Authority Contract, by reference, is hereby made a part of this instrument as if copied therein in its entirety.

2. Survival of Obligations. All obligations of the parties under the Authority-City Contract and Modification No. 1 of the Authority-City Contract are hereby confirmed, except as expressly modified by the provisions of this "Modification No. 2 to the Authority-City Contract."

3. Current Estimate of Time When Water Will be Required. Section 6 of the Authority-City Contract is hereby repealed.

4. Sub-sections (a) and (b) of Section 8 of the Authority-City Contract are hereby amended to be as follows:

"(a) Monthly Payments: City will, out of the revenues of and as operating expense of City's waterworks system, make payments monthly to Authority (in addition to payments made before the date of this Modification No. 2) in accordance with the following schedule:

August 10, 1965	\$10,000
September 1, 1965 through December 1, 1965,	\$10,000 each month;
January 1, 1966 through December 1, 1969,	\$ 7,000 each month;
January 1, 1970 through December 1, 1979,	\$12,000 each month;
January 1, 1980 through October 1, 2008,	\$ 9,600 each month.

"The payments due January 1, 2008 through October 1, 2008 shall be adjusted upward or downward to assure the repayment by January 1, 2009 of all capital costs as required of

Authority by Government.

"(b) During the life of this Contract, when all payments required of Authority to reimburse the Government for the reimbursable cost of the Project (plus all other amounts which shall have accrued under Article 5, Sections (1), (2), (3), (4) and (5), of the Government-Authority Contract), the amounts of payments to be made by City in the future, will be renegotiated to take into consideration the fact that the Authority's obligation to the Government for the total reimbursable capital cost and all other accrued costs of the Project will have been paid by funds received from City, to the end that such future payments by the City will be reduced to take into consideration the fact that the total reimbursable capital cost will have been repaid."

5. Since the only resource which the Authority has to enable it to provide the water supply to the City will be the payments to be received by the Authority from the City for providing the water supply for the City, it is agreed and understood that the amount of the payments to be made by the City to the Authority shall at all times be sufficient to enable the Authority to comply with the Government-Authority Contract and the two Modifications thereof and to pay principal of and interest on Trinity River Authority of Texas Water Revenue Bonds, (Navarro Mills Reservoir Series) as they become due. No error in the table of monthly payments above set out shall affect the obligation of the City as expressed in this section.

6. Effective Date and Term of Contract. This Modification No. 2 to Authority-City Contract shall become effective when executed by the parties hereto and as soon thereafter as Modification No. 2 to the Government-Authority Contract has been

executed by the Government and by the Authority, and shall continue in full force and effect thereafter so long as the Government-Authority Contract, all modifications thereof, and any renewal thereof are effective. However, the City's right to use water from the storage space in the Project as set forth in Section 7 of the City-Authority Contract shall continue as long as the Authority has the right, however acquired to use such storage space.

EXECUTED as of AUGUST 17, 1965,
pursuant to a Resolution adopted by the Board of Directors of the Authority and pursuant to an ordinance adopted by the City Commission of the City authorizing such action.



TRINITY RIVER AUTHORITY OF TEXAS

BY *[Signature]*
President

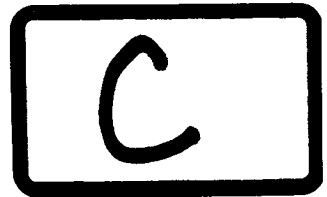
ATTEST
[Signature]
Secretary
Robert D. Frantz
CITY OF CORSICANA

Dr. C. David Campbell
Mayor

ATTEST
[Signature]
City Secretary

APPROVED AS TO FORM:
Michael Karkhant
Bond Counsel
Trinity River Authority of
Texas

APPROVED:
Don Perchouse
City Attorney
City of Corsicana, Texas.



CITY OF CORSICANA, TEXAS

September 9, 2014

M.E.N. Water Supply
P.O. Box 3019
Corsicana, TX 75151-3019

RE: Water Rate Change Notification – Increase in Water Fee
Via USPS Certified Mail, No. 7013263000097801933

Dear Wholesale Customer:

This letter is official notification of a water rate change adopted by the City Council on September 8, 2014. This rate change is effective December 1, 2014 and will impact the December 2014 billing(s). A copy of the new rates has been enclosed.

This official notification complies with the contractual requirement for notice (60 day rate adjustment notice). Please direct any questions regarding this matter to me at 903-654-4889 or the City Manager, Ms. Connie Standridge at 903-654-4803.

Sincerely,

Charles H. Leist II, P.E.
Environmental Services Director

Cc: Connie Standridge, City Manager
Virginia Richardson, Finance Director
Sherry Gullatt, Utility Billing

enclosures

CITY OF CORSICANA, TEXAS

CHAPTER 13
FEES AND COST OF SERVICES

THE FOLLOWING SHALL BE THE SCHEDULE OF FEES AND COST OF SERVICES

DIVISION	TYPE	RATE	PER (UNIT)	OTHER INFORMATION
UTILITIES - WATER AND WASTEWATER				
NEW RATES WILL BE EFFECTIVE 12/01/2014				
	After Hours Turn On Fee	30.00	Each	
Class I - Residential and Commercial (Inside City Limits)		17.00	5/8" OR 3/4"	First 1,000 gals + Volumetric Use
		17.00	5/8" OR 3/4"	Age 65 & older-3,000 gals + Volumetric Use single family residence only
		28.49	1"	First 1,000 gals + Volumetric Use
		52.52	1 1/2"	First 1,000 gals + Volumetric Use
		84.12	2"	First 1,000 gals + Volumetric Use
		157.85	3"	First 1,000 gals + Volumetric Use
		269.30	4"	First 1,000 gals + Volumetric Use
		526.06	6"	First 1,000 gals + Volumetric Use
		947.13	8"	First 1,000 gals + Volumetric Use
		1,356.42	10"	First 1,000 gals + Volumetric Use
				Volumetric Rate
				1-10,000 gals - \$3.45/per 1,000 gals
				10,001 - 25,000 gals - \$3.60/per 1,000 gals
				25,000 + gals - \$3.70/per 1,000 gals
Class II - Residential and Commercial (Outside City Limits)		19.36	5/8" OR 3/4"	First 1,000 gals + Volumetric Use
		32.30	1"	First 1,000 gals + Volumetric Use
		64.20	1 1/2"	First 1,000 gals + Volumetric Use
		102.82	2"	First 1,000 gals + Volumetric Use
		192.93	3"	First 1,000 gals + Volumetric Use
		321.80	4"	First 1,000 gals + Volumetric Use
Wholesale Contract Customers	Same as Class I		Same as Class I	Up to contract limit @ Volumetric Rate; after contract limit - \$3.76 per 1,000 gals
Commercial Wastewater Rates		18.00	5/8" - 3/4"	Plus \$4.00/per 1,000 gals
		40.00	>3/4"	Plus \$4.00/per 1,000 gals
Residential Wastewater Rates		18.00	5/8" - 2"	Plus \$4.00 per 1,000 gal. up to 12,000 gal.
		40.00	>2"	Plus \$4.00 per 1,000 gal. up to 12,000 gal.
Multi-Family Rates				80% Base Rate of meter x 80% of units + Volumetric Use
Customer Deposit		100.00	Residential	Plus \$10/trip charge
		150.00	Commercial	Plus \$10/trip charge
		250.00	Industrial	Plus \$10/trip charge
		1,000.00	Fire Hydrant	Plus water usage
Tampering, Damaged, Broken Lock		100.00	Per Incident	Damaged or broken lock plus cost of replacement and possible prosecution
		100.00	Per MXU	If MXU must be replaced plus cost of replacement and possible prosecution
Late Penalty		10%	Unpaid balance	

CITY OF CORSICANA, TEXAS
CHAPTER 13
FEE S AND COST OF SERVICES

THE FOLLOWING SHALL BE THE SCHEDULE OF FEES AND COST OF SERVICES

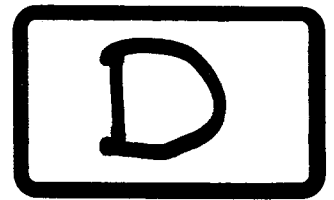
DIVISION	TYPE	RATE	PER (UNIT)	OTHER INFORMATION
	Meter Calibration	15.00	Per general calibration test	
		30.00	Certified meter calibration test	
	Cut-off List - Fee	25.00	Each	
	Trip Charge	10.00	Per trip	
	Sewer Tap Fee	700.00	Per tap	6" or less with street cut
		500.00	Per tap	6" or less without street cut
		800.00	Per tap	Larger than 6" with street cut
		600.00	Per tap	Larger than 6" without street cut
	Water Tap Fee	300.00	3/4" with existing tap	
		650.00	3/4" tap	Without street cut
		1,050.00	3/4" tap	With street cut
		900.00	1" tap	Without street cut
		1,100.00	1" tap	With street cut
		1,200.00	1 1/2" tap	Without street cut
		1,400.00	1 1/2" tap	With street cut
		1,350.00	2" tap	Without street cut
		1,550.00	2" tap	With street cut
	Moderate Drought Surcharges			
	Residential	2.00	Per 1,000 Gallons	Usage in excess of 7,000 gallons
		5.00	Per 1,000 Gallons	Usage in excess of 10,000 gallons
	Wholesale Water Systems	2.00	Per 1,000 Gallons	Usage in excess of 7,000 gallons per meter based upon # of connections reported to TCEQ
		5.00	Per 1,000 Gallons	Usage in excess of 10,000 gallons per meter based upon # of connections reported to TCEQ
	Irrigation Meters	2.00	Per 1,000 Gallons	Usage 0-10,000 gallons
		5.00	Per 1,000 Gallons	Usage 10,000 - 20,000 gallons
		7.00	Per 1,000 Gallons	Usage 20,000 gallons or more
	Severe Drought Surcharges			
	Residential	2.00	Per 1,000 Gallons	Usage in excess of 5,000 gallons
		5.00	Per 1,000 Gallons	Usage in excess of 7,000 gallons
		10.00	Per 1,000 Gallons	Usage in excess of 10,000 gallons
	Commercial			
	Surcharge per Connection	100.00	Per meter	
	Wholesale Water Systems	2.00	Per 1,000 Gallons	Usage in excess of 5,000 gallons per meter based upon # of connections reported to TCEQ
		5.00	Per 1,000 Gallons	Usage in excess of 7,000 gallons per meter based upon # of connections reported to TCEQ
		10.00	Per 1,000 Gallons	Usage in excess of 10,000 gallons per meter based upon # of connections reported to TCEQ
	Tap Inspection	25.00	Each	
	Industrial Pretreatment	100.00	Permit Fee	Minor User
	(Permit Fee)	250.00	Permit Fee	Significant and Categorical User (permits valid for 5 years)
	Industrial Pretreatment	30.00	Inspection Fee	Minor User
	(Inspection Fee)	60.00	Inspection Fee	Significant and Categorical User

CITY OF CORSICANA, TEXAS

CHAPTER 13
FEES AND COST OF SERVICES

THE FOLLOWING SHALL BE THE SCHEDULE OF FEES AND COST OF SERVICES

DIVISION	TYPE	RATE	PER (UNIT)	OTHER INFORMATION
Industrial Pretreatment (Fees for Sampling and Testing)		30.00	B.O.D.	Fees for Sampling and Testing
		17.00	T.S.S.	Fees for Sampling and Testing
		15.00	pH/temp	Fees for Sampling and Testing
		23.00	C.O.D.	Fees for Sampling and Testing
		23.00	Ammonia	Fees for Sampling and Testing
		50.00	Fats, Oil & Grease	Fees for Sampling and Testing
		100.00	Petroleum Based Oil	Fees for Sampling and Testing
		40.00	Trip Charge	Fees for Sampling and Testing
		160.00	Equipment Rental	Fees for Sampling and Testing
		25.00	Per Hrl Hr Minimum	Fees for Labor to Sample and Inspect
Industrial Pretreatment (Outside Lab Charges)			Outside Lab Charges	The actual fees, as charged to the City for outside laboratory services relating to an Industrial User, will be passed on to the Industrial User. All other related costs as required to collect, preserve, ship, etc., will also be charged to the Industrial User.
Industrial Pretreatment (Industrial Waste Surcharges)		0.12	per lb. (B.O.D.)	In excess of the industry's wastewater discharge permit limit. (Biochemical Oxygen Demand)
		0.12	per lb. (T.S.S.)	In excess of the industry's wastewater discharge permit limit. (Total Suspended Solids)
		0.12	per lb. (C.O.D.)	In excess of the industry's wastewater discharge permit limit. (Chemical Oxygen Demand)
		1.00	per lb. (F.O.G.)	In excess of 100 mg/l (Fats, Oils and Grease)
Irrigation Permit		40.00	Permit	
		10.00	Connection Fee	
Temporary Water Fee		25.00 + Usage	Temporary for residents	
Service Transfer Fee		15.00	Per transfer	Transfer of service
Backflow Prevention Fees				
Backflow Assembly Testing		80.00	Each	Per each Backflow Assembly tested at site
Backflow Assembly Retest		80.00	Each	Per each Backflow Assembly retested after repairs or maintenance
Backflow Assembly Registration Fee		16.00	Each	Initial Fee to register each new non-residential unit with the City
Backflow Tester Registration		26.00	Individual	Tester must register with City of Corsicana
Backflow Assembly Inspection		26.00	Each	Basic inspection to verify proper operation



CHAPTER 13 - MUNICIPAL FEES

CITY OF CORSICANA, TEXAS

CHAPTER 13 FEES AND COST OF SERVICES

THE FOLLOWING SHALL BE THE SCHEDULE OF FEES AND COST OF SERVICES

<u>DIVISION</u>	<u>TYPE</u>	<u>RATE</u>	<u>PER (UNIT)</u>	<u>OTHER INFORMATION</u>
<u>ADMINISTRATIVE</u>				
	Copies	0.10	Page	Letter/Legal Size
		0.10	Over 50 pages	Plus **Labor chg prorated + overhead chg
	Note: Any other charges for public information not listed will be defined in Chapter III, Subchapter C of the Texas Administrative Code.	0.10	Page	Computer
		1.00	Each	Diskette (See **)
		2.50	Each	VHS video (See **)
		1.00	Each	Audio cassette (See **)
		1.00	Per Clock Hour	CD
		0.50	Each	Oversize paper (11 x 17)
	**When applicable, labor cost will be added to Open Records Requests and will be billed at \$15/hr plus 20% overhead chg.	2.00	Sheet paper	Maps/D size
		3.00	Sheet film	Maps/D size
		3.00	Sheet paper	Maps/E size
		4.00	Sheet film	Maps/E size
	Returned Checks	25.00	Per returned check	
<u>Fee Payments by Credit Card or Electronic Means</u>				
	Fee for internet and telephone payments by credit card	Actual Fee + 2.7% of actual Fee + \$0.60 per transaction fee		
	Electronic Check Payments	Actual Fee + \$1.75 per transaction		
	Face to face credit/debit card payment	1.50	Per transaction	
	Charges not honored by 3rd party vendor same as insufficient funds	25.00	Per transaction	
<u>MUNICIPAL COURT</u>				
	Technology Fees	4.00	Case	
	Building Security Fees	3.00	Case	
	Special Expense Fee	25.00	Warrant	
<u>POLICE</u>				
	Accident Report Copies	4.00	Report	3rd party pick-up
		-	Report	If involved in the accident
		5.00	Report	3rd party fax
		5.00	Report	Mailed/3rd party
	Fingerprints and Copies	15.00	Each	2 cards
	Criminal History	15.00	Each	
	Burglar Alarm Permits/Fees	25.00	Permit	Annual renewal
		15.00	Permit	Charged after 3rd alarm
		50.00	False Alarm	Charge for 6-7 alarms
		75.00	False Alarm	

	100.00	False Alarm	Charge for 8 alarms or more
Garage Sale Permits	10.00	Each	2-day permit - 1 per calendar quarter
Wrecker Permits	100.00	Each wrecker	Annually

Last Revision: Ord. 2819 09-08-2014

**CITY OF CORSICANA, TEXAS
CHAPTER 13
FEES AND COST OF SERVICES**

THE FOLLOWING SHALL BE THE SCHEDULE OF FEES AND COST OF SERVICES

<u>DIVISION</u>	<u>TYPE</u>	<u>RATE</u>	<u>PER (UNIT)</u>	<u>OTHER INFORMATION</u>
	Taxi Permits	30.00	Driver permit	Annually
		100.00	Franchise Permit	Annually
		3% gross receipts	Franchise	Monthly
	Solicitor Permits	100.00	Per permit each year	Primary vendor
	40.00	Per each additional vendor	Add'l vendors working for primary vendor	
	Circus/Carnival Permits	225.00	Permit	No charge for non-profit
		225.00	Maintenance deposit	Refundable
	Metal Recycling License	250.00	License	
		250.00	License Renewal / Biannual	Biannual
<u>FIRE</u>				
	Incident Report Copies	2.00	Report	Fire or E.M.S. Incidents
	Burn Permits	25.00	Per burn	
		25.00	Per site	Trench burn only
	Oil and Gas Wells-Permits and Inspection Fees	135.00	Per application	Operator permit application
		80.00	1-14 wells	Annual inspection fee
		135.00	15-29 wells	Annual inspection fee
		185.00	30-44 wells	Annual inspection fee
		265.00	45-74 wells	Annual inspection fee
		475.00	75+ wells	Annual inspection fee
		150.00	Processing fee	Expenses to alleviate a hazard of oil/gas leak found will be billed to the lease owner/operator, with a \$100 processing fee to city
	Storage Tank Permit	100.00	Per tank installation or removal	Underground fuel storage tank
		100.00	Per site repair or upgrade	Underground fuel storage tank or lines
		100.00	Per tank installation	Above ground waste oil tank
		100.00	Per tank installation	Above ground fuel storage tank
	Fire Suppression System Permit	50.00	Per system	Installation of fixed fire suppression system
		50.00	1-19 heads	Sprinkler systems
		75.00	20-59 heads	Sprinkler systems
		100.00	50-150 heads	Sprinkler systems
		125.00	Over 150 heads	Sprinkler systems
		100.00	Per site	Underground (vault & lateral)
		45.00	Per system	Standpipe system
		100.00	Each	Fire pump
		45.00	Per system	Residential sprinkler system
		Fire Alarm System Installations	50.00	1-10 devices
		75.00	11-25 devices	Fire alarm system-one time fee at installation

	150.00	26-100 devices	Fire alarm system-one time fee at installation
	200.00	101-200 devices	Fire alarm system-one time fee at installation
	400.00	201 or more devices	Fire alarm system-one time fee at installation
Blasting Permits	150.00	Per site	Blasting (14-day permit) no weekends/holidays
L.P. Portable Cylinder Rack	45.00	Per site	Installation
Extrication	720.00	Per Incident	(Billed as an EMS Charge)

E. M. S. (EMERGENCY MEDICAL SERVICES)

**CITY OF CORSICANA, TEXAS
CHAPTER 13
FEES AND COST OF SERVICES**

THE FOLLOWING SHALL BE THE SCHEDULE OF FEES AND COST OF SERVICES

<u>DIVISION</u>	<u>TYPE</u>	<u>RATE</u>	<u>PER (UNIT)</u>	<u>OTHER INFORMATION</u>
	Copy of EMS Report	2.00		
	Lawyer's Requests for Reports on Patients	2.00		
	Reports w/Affidavit	2.00		
	Reports w/Subpoena	10.00		
	BLS-Non Emergency	525.00	Base Rate	Non Emergency
	BLS-Emergency	575.00	Base Rate	Emergency
	ALS-Non Emergency	625.00	Base Rate	Non Emergency
	ALS-Emergency	675.00	Base Rate	Emergency
	ALS-Level 2	725.00	Base Rate	Level 2
	Specialty Care Transport	750.00		
	Treatment No Transport	180.00		
	Mileage	12.00	Per Mile	
	Mileage	12.00	Per Mile	Non Emergency
	Waiting Time	108.00	Per Hour	
	Overnight Transfer	216.00		
	Extra Attendant	144.00		
	BLS-Non Emergency	787.50		Non Emergency/Non Resident
	BLS-Emergency	862.50		Emergency/Non Resident
	ALS-Non Emergency	937.50		Non Emergency/Non Resident
	ALS-Emergency	1,012.50		Emergency/Non Resident
	ALS-Level 2	1,097.50		Level 2/Non Resident
	Specialty Care Transport	1,500.00		Non Resident
	Treatment No Transport	270.00		Non Resident
	Mileage	18.00		Non Resident
	Oxygen	21.80		
	O2 Mask/Cannula	20.00		
	BVM	36.00		
	Oropharyngeal Airway	6.00		
	Nasopharyngeal Airway	6.00		
	Endotracheal Tubes	21.80		
	Suction Catheter	8.40		
	EOA/PTL	72.00		
	Airway Maintenance	72.00		
	Cardiac Monitoring	50.40		
	Defibrillation	72.00		
	Cervical Collars	36.00		
	Head Immobilizer	14.40		
	Cold/Heat Pack	12.00		
	Bandages	12.00	Each	
	Burn Sheets	180.00		
	OB Kit	43.20		
		

iv therapy	43.20		
Extra Fluid	28.80	Per Bag	
Medications	36.00	Per Dose	
Gloves	4.80	Per Pair	
PPE	36.00	Per Set	
Special Handling	36.00		
Normal Saline 1000CC	28.80		
Normal Saline 500CC	28.80		
ECG Electrodes	20.00	Per Set	
Glucose Stick	2.40		
CPR - Chest Band	125.00		
Defib Pads	30.00		
Extrication	720.00		(Fire Department Fee)
King Airway	48.00	Per Airway	
EZ-IO	100.00	Per Use	
CPAP	90.00	Per Device	
BLS Routine Disposables	45.00		
ALS Routine Disposables	45.00		
Glucogen Medication	125.00	Per Dose	

Last Revision: Ord. 2819 09-08-2014

CITY OF CORSICANA, TEXAS
CHAPTER 13
F E E S A N D C O S T O F S E R V I C E S

THE FOLLOWING SHALL BE THE SCHEDULE OF FEES AND COST OF SERVICES

<u>DIVISION</u>	<u>TYPE</u>	<u>RATE</u>	<u>PER (UNIT)</u>	<u>OTHER INFORMATION</u>
<u>LIBRARY</u>				
Library Fines		0.10	Overdue book, per day	Max \$2.00
		0.10	Overdue audio, per day	Max \$3.00
		1.00	Overdue video, per day	Max \$5.00
		5.00	Lost library card	
		5.00	Damaged books	If book can be repaired
		cost	Other lost items	Cost of item
E-Reader and iPod Fines		5.00	Overdue device, per day	Max \$25.00
		25.00	Lost Kindle Case	
		6.00	Lost iPod Wallet	
		180.00	Lost iPod Touch 16GB	
		120.00	Lost Kindle Paperwhite	
Nancy Roberts Meeting Room		15.00	Per hour/2 hr minimum	
		20.00	Set up fee (optional)	
Library Card Fee - County		20.00	Per Card	County Residents
<u>PARKS AND RECREATION</u>				
Rentals and Usage Fees		30.00	Resident Fee/Per Reservation	* BUNERT PARK: Bunert Park Pavilion
		50.00	Resident Fee/All day	
		40.00	Non-resident Fee/Per Res.	
		60.00	Non-resident Fee/All day	
		50.00	All Day	Bunert Park Concession Stand
		125.00		Bunert Softball League
		125.00 + 50.00 deposit		Bunert Softball Tournament
		25.00		Water Slide
		20.00		Bounce Houses
				* COMMUNITY PARK:

Corsicana, TX Code of Ordinances

25.00	Resident Fee/Per Reservation	Community Park Pavilion
40.00	Resident Fee/All day	
35.00	Non-resident Fee/Per Res.	
50.00	Non-resident Fee/All day	
40.00	Resident Fee/Per Reservation	Community Park Gazebo
70.00	Resident Fee/All day	
50.00	Non-resident Fee/Per Res.	
80.00	Non-resident Fee/All day	
25.00		Water Slide
20.00		Bounce Houses

* CUNNINGHAM SOUTH HILL PARK		
25.00	Resident Fee/Per Reservation	Pavillion
40.00	Resident Fee/All day	
35.00	Non-resident Fee/Per Res.	
50.00	Non-resident Fee/All day	
25.00		Water Slide
20.00		Bounce Houses

* FULLERTON GARITY PARK:		
40.00	Resident Fee/Per Reservation	Fullerton Garitty Park Pavilion
70.00	Resident Fee/All day	
50.00	Non-resident Fee/Per Res.	
80.00	Non-resident Fee/All day	
		Fullerton Garitty Park Amphitheater

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CITY OF CORSICANA, TEXAS

CHAPTER 13

F E E S A N D C O S T O F S E R V I C E S

THE FOLLOWING SHALL BE THE SCHEDULE OF FEES AND COST OF SERVICES

DIVISION	TYPE	RATE	PER (UNIT)	OTHER INFORMATION
		50.00 + 150.00 deposit		Class I (local, civic, church)
		100.00 + 150.00 deposit		Class II (professional / private)
		125.00 + 150.00 deposit		Class III (commercial)
		40.00		Additional for kitchen use
		40.00		Prior night rental for decorating, etc.
		25.00		Water Slide
		20.00		Bounce Houses

* IOOF PARK:				
		40.00	Resident Fee/Per Reservation	IOOF Keeney Pavilion
		70.00	Resident Fee/All day	
		50.00	Non-resident Fee/Per Res.	
		80.00	Non-resident Fee/All day	
		50.00	Per Reservation	IOOF Concession Stand
		4.00	Per player per season	IOOF Soccer Fields
		25.00		Water Slide
		20.00		Bounce Houses

* JESTER PARK:				
		40.00	Resident Fee/Per Reservation	Jester Park Pavilion
		70.00	Resident Fee/All day	
		50.00	Non-resident Fee/Per Res.	
		80.00	Non-resident Fee/All day	
		25.00		Water Slide
		20.00		Bounce Houses

* LAKE HALBERT:				
		25.00	Resident Fee/Per Reservation	Metal Pavillion
		40.00	Resident Fee/All day	
		35.00	Non-resident Fee/Per Res.	
		50.00	Non-resident Fee/All day	
		40.00	Resident Fee/Per Reservation	Ice Pavilion

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40.00	Resident Fee/Per Reservation	Log Pavilion
70.00	Resident Fee/All day	
50.00	Non-resident Fee/Per Res.	
80.00	Non-resident Fee/All day	
300.00		Lake Halbert Softball League
200.00 + 50.00 deposit		Lake Halbert Softball Tournament
100.00 + 50.00 deposit		Lake Halbert Ball Field Rental
15.00	Per night	Lake Halbert RV Camp Site
10.00	Per night	Lake Halbert-Tent Camping
75.00	All Day	Lake Halbert-Soccer/day
25.00		Water Slide
20.00		Bounce Houses
50.00	All Day	Concession Stand
		* PIONEER VILLAGE
free		Children under 4 years
3.00		Children 5-17
5.00		Adults
1.00		Scheduled School Tours/Students & Teachers
<hr/>		
75.00	Resident Fee/Per Reservation	* POCKET PARK
100.00	Resident Fee/All day	
100.00	Non-resident Fee/Per Res.	
125.00	Non-resident Fee/All day	
<hr/>		
100.00 + 100.00 deposit	Resident Fee/Per Reservation	* TEMPLE BETH-EL
150.00 + 100.00 deposit	Non-resident Fee/Per Res.	Class I-Service Clubs
250.00 + 100.00 deposit	Resident Fee/Per Reservation	Class II-Weddings
300.00 + 100.00 deposit	Non-resident Fee/Per Res.	Class III-Profit Making Business
300.00 + 100.00 deposit	Resident Fee/Per Reservation	
350.00 + 100.00 deposit	Non-resident Fee/Per Res.	
75.00		Additional for kitchen use

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FEES AND COST OF SERVICES

THE FOLLOWING SHALL BE THE SCHEDULE OF FEES AND COST OF SERVICES

DIVISION	TYPE	RATE	PER (UNIT)	OTHER INFORMATION
		75.00		Prior night rental for decorating, etc.
				* K-WOLENS BUILDING
		0.20	Per square foot	For second floor
		0.20	Per square foot	For first floor
				* ANNEX: FLAME ROOM
		50.00	Per day	West Meeting Room
		75.00	Per day	Flame Room Rental
Swimming Pool Entrance Fees		1.50	12 & Under	Bunert Park Pool-Entrance
		2.00	13 & up	Bunert Park Pool-Entrance
		50.00	Party	Maximum occupancy of 50 individuals
		2.50	For ages 12 and under	Jester Park Pool-Entrance
		3.00	For ages 13 and over	Jester Park Pool-Entrance
		3.00	Per person	Jester Park Pool-Lap Swim
		2.00	Per child	Jester Park Pool-Day Care
Swimming Pool Rental		100.00	For 75 or less	Jester Park Pool-Rental
		125.00	For 76 or more	Jester Park Pool-Rental
Swimming/Aquatic Lessons		25.00	Per person	Jester Park Pool-swimming lessons
MERTZ TENNIS CENTER				
Court Rental/Tournaments				
CISD		50.00	Per day	First tournament no charge

Outside school districts	100.00	Per day
Use of Lobster Tournament	8.00	Per half hour
Model Ball Machine	12.00	Per hour

PLANNING AND ZONING

Preliminary Plat	150.00	Per plat	
	10.00	Per lot	Fee plus \$10 per lot
Final Plat	250.00	Per plat	
Administrative Plat	150.00	Per plat	
Rezoning Application	315.00	Per application	
Special Use Permit Application	315.00	Per application	
Variance Application	315.00	Per application	
Zoning Board Appeal	315.00	Per appeal	
Easement Closure and Abandonment	75.00	Per application	
Alley or ROW Closure and Abandonment	75.00	Per application	
	30.00	Per adjacent property	\$75.00 application fee plus \$30 for each adjacent property
Private Club Application	525.00	Per application	Private Club license is valid for one year.
	210.00	Per renewal	Annual renewal fee
Dance Hall/Social Club Application	110.00	Per application	Dance Hall/Social Club license is valid for one year

CITY OF CORSICANA, TEXAS
CHAPTER 13
F E E S A N D C O S T O F S E R V I C E S

THE FOLLOWING SHALL BE THE SCHEDULE OF FEES AND COST OF SERVICES

DIVISION	TYPE	RATE	PER (UNIT)	OTHER INFORMATION
		55.00	Per renewal	Annual renewal fee
		55.00	Per transfer	Transfer fee
Filming/Associated Fees				
	Application Fee	25.00	Per application	Waived if non-profit or as City Mgr deems appropriate
	Total or disruptive use (reg hrs) of a public bldg, park, r-o-w, or public area	500.00	Per Day	
	Partial non-disruptive use of a public bldg, park, r-o-w or public area	250.00	Per Day	
	Total closure or obstruction of pub street or r-o-w, including parking lots and on-street	50.00	Per Block	

parking lots and on-street parking (for filming purposes)

Partial closure or obstruction of pub street or r-o-w, including parking lots and on-street parking (for filming purposes)

25.00 Per Block

Use of City parking lots, parking areas & City streets (for the purpose of parking film trailers, buses, catering trucks and other large vehicles)

50.00 Per Block or Lot

INSPECTIONS

Building Code Board Appeal	315.00	Per appeal	Residential/Commercial
Building Permit Fee	20.00		Residential/Commercial-total valuation
	25.00	\$6 per additional thousand	\$2,000 or less
	103.00	\$5 per additional thousand	\$2,001-\$15,000 (\$25 for 1st \$2,002 + \$6 for ea. add'l \$1,000 or fraction thereof)
	285.00	\$4 per additional thousand	\$15,001-\$50,000 (\$103 for 1st \$15,001 + \$5 for ea. add'l \$1,000 or fraction thereof)
	490.00	\$2 per additional thousand	\$50,001-\$100,000 (\$285 for 1st \$50,001 + \$4 for ea. add'l \$1,000 or fraction thereof)
	1,550.00	\$1.50 per additional thousand	\$100,001-\$500,000 (\$490 for 1st \$100,001 + \$2 for ea. add'l \$1,000 or fraction thereof)
	65.00	Per sq. ft.	\$500,001 and up (\$1,550 for 1st \$500,001 + \$1.50 for ea. add'l \$1,000 or fraction thereof)
	45.00	Per sq. ft.	New resident valuation (brick)
	35.00	Per sq. ft.	New resident valuation (wood)
			New resident valuation (unheated)
Certificate of Occupancy	100.00	Each	Commercial, Manufactured Homes and New Residential
Electrical Service Inspection	25.00		
Electrical Permit		<u>New</u> <u>Square footage</u>	
	25.00	1 - 440	
	29.00	441 - 562	

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FEES AND COST OF SERVICES

THE FOLLOWING SHALL BE THE SCHEDULE OF FEES AND COST OF SERVICES

<u>DIVISION</u>	<u>TYPE</u>	<u>RATE</u>	<u>PER (UNIT)</u>	<u>OTHER INFORMATION</u>
		33.00	563 - 687	
		37.00	688 - 812	
		41.00	813 - 937	
		45.00	938 - 1,062	
		49.00	1,063 - 1,187	
		53.00	1,188 - 1,312	
		57.00	1,313 - 1,437	
		61.00	1,438 - 1,562	
		65.00	1,563 - 1,687	
		69.00	1,688 - 1,812	
		73.00	1,813 - 1,937	
		77.00	1,938 - 2,062	
		81.00	2,063 - 2,187	

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81.00	2,003 - 2,101
85.00	2,188 - 2,312
89.00	2,313 - 2,437
93.00	2,438 - 2,562
97.00	2,563 - 2,687
101.00	2,688 - 2,812

\$105.00 plus \$4.00 for each additional 125 sq.ft. over 2,813 sq.ft.

105.00 2,813 and up

Renovations

25.00	Per permit
0.85	Per opening & fixture

Base fee of \$25.00 plus \$0.85 per each opening & fixture

Excavation/Grading Permit

55.00 Each

Grading plan if site is greater than 0.5 acres

Fencing Permit
Dumpster Enclosure Permit

From: 15.00 To: 25.00
25.00

Each
Each

Mechanical (HVAC) Permit

20.00
25.00

103.00

285.00

\$2,000 or less
\$2,001-\$15,000 (\$25 for 1st \$2,002 + \$6 for each add'l \$1,000 or fraction thereof)
\$15,001-\$50,000 (\$103 for 1st \$15,001 + \$5 for each add'l \$1,000 or fraction thereof)
\$50,001-\$100,000 (\$285 for 1st \$50,001 + \$4 for each add'l \$1,000 or fraction thereof)

Moving Permit

110.00 Per unit
110.00 Per unit/per hour

Two-hour time limit (requires inspections)
Police charge

Plumbing Permit

25.00 Initial permit
4.25 Each fixture or trap

4.25 Water/Sewer

4.25 Water heater or vent
8.50 Gas pressure test

\$25 permit fee + 4.25 for each fixture or trap

\$25 permit fee + 4.25 for each water and/or sewer connection
\$25 permit fee + 4.25 for ea. water heater or vent
\$25 permit fee + 8.50 for each gas pressure test

Sign Permit

25.00 Per sign valued \$0-\$15,000
55.00 Per sign valued \$15,001-\$50,000
235.00 Per sign \$50,001-\$100,000
435.00 Per sign \$100,001 and up

55.00 plus \$5.00 for each add'l thousand dollars over \$50,001
Plus \$4.00 for each add'l thousand dollars over \$50,001
Plus \$2.50 for each add'l thousand dollars over \$100,001

Banner Permit

35.00 Per banner

See sign ordinance for banner regulations

Swimming Pool Permit

Same as building permit

CITY OF CORSICANA, TEXAS
CHAPTER 13
FEES AND COST OF SERVICES

THE FOLLOWING SHALL BE THE SCHEDULE OF FEES AND COST OF SERVICES

DIVISION	TYPE	RATE	PER (UNIT)	OTHER INFORMATION
	Sidewalk and Drive Approach Permit	25.00	Per permit	
	Contractor Registration	110.00	Per registration	Initial registration application is valid for one year. Registration fee not required for plumbing

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	55.00	Per renewal	contractors per State law. \$55 to renew registration. Must renew no later than 30 days after expiration date or full amount is required to re-register.
Demolition Permit	60.00	Per permit	
Re-inspection fee	35.00	Per re-inspection	
Irrigation System Fees			
Irrigation Permit	25.00	Per permit	Base fee \$25.00 base fee plus \$4.25 for 5 or fewer sprinkler heads \$25.00 base fee plus \$0.65 for each sprinkler head over 5
	4.25	5 or fewer sprinkler heads	
	0.65	6 or more sprinkler heads	
	35.00	Per reinspection	
Backflow Assembly Testing	80.00	Each	Per each Backflow Assembly tested at site
Backflow Assembly Retest	80.00	Each	Per each Backflow Assembly retested after repairs or maintenance
Backflow Assembly Registration Fee	16.00	Each	Initial Fee to register each new non-residential unit with the City
Backflow Tester Registration	26.00	Individual	Tester must register with City of Corsicana
Backflow Assembly Inspection	26.00	Each	Basic inspection to verify proper operation
After hours, holiday or weekend inspection fee	75.00	Per inspection/Per hour	

ENGINEERING

Developer Participation in Street Construction	100%	Cost	
After hours, holiday or weekend inspection fee	75.00	Per inspection/Per hour	

PUBLIC WORKS

Street Closure Fee	40.00		
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ANIMAL CONTROL

Animal Adoption	55.00	Per animal	
Quarantine	20.00	Per day	
Rabies Processing Fee	50.00	Per animal	

CITY OF CORSICANA, TEXAS
CHAPTER 13
F E E S A N D C O S T O F S E R V I C E S

THE FOLLOWING SHALL BE THE SCHEDULE OF FEES AND COST OF SERVICES

DIVISION	TYPE	RATE	PER (UNIT)	OTHER INFORMATION
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Dog and Cat Licenses	10.00	Per Animal/1 year	Not spayed or neutered
	30.00	Per Animal/3 year	Not spayed or neutered
	5.00	Per Animal/1 year	Spayed or neutered
	15.00	Per Animal/3 year	Spayed or neutered
	3.00	Per Animal/1 year	Duplicate license
	9.00	Per Animal/3 year	Duplicate license
Licensing for Kennels	40.00	6-9 animals	Spayed or neutered
	100.00	6-9 animals	Not spayed or neutered
	60.00	10-14 animals	Spayed or neutered
	125.00	10-14 animals	Not spayed or neutered
	100.00	15 or more	Spayed or neutered
	175.00	15 or more	Not spayed or neutered
	125.00	Per animal	Failure to disclose information
Ferrets/over limit	50.00	Per animal	
Rabbits/over limit	50.00	Per animal	
Dangerous Animal Registration	50.00	Per animal/annually	
Animal Redemption	10.00	Per day	To purchaser + other costs incurred
	15.00	Per day	To City + other costs incurred
Impoundment	Dogs/Cats and all other pet animals (spayed or neutered):		
	15.00	1st impoundment	Within 12 months
	30.00	2nd impoundment	Within 12 months
	50.00	3rd impoundment	Within 12 months
	75.00	4th impoundment	Within 12 months
	10.00	per day	Daily handling fee

	Dogs/Cats and all other pet animals (not spayed or neutered):		
	40.00	1st impoundment	Within 12 months
	60.00	2nd impoundment	Within 12 months
	90.00	3rd impoundment	Within 12 months
	120.00	4th impoundment	Within 12 months
	10.00	per day	Daily handling fee

	Small Livestock:		
	40.00	1st impoundment	Within 12 months
	60.00	2nd impoundment	Within 12 months
	90.00	3rd impoundment	Within 12 months
	120.00	4th impoundment	Within 12 months
	10.00	per day	Daily handling fee

Large Livestock:			
100.00	1st impoundment	Within 12 months	
150.00	2nd impoundment	Within 12 months	
175.00	3rd impoundment	Within 12 months	
225.00	4th impoundment	Within 12 months	
15.00	per day	Daily handling fee	

Drop-Off/Owned Animals Only - City	15.00	Per day	Plus daily handling fee
	25.00	Per day	Plus daily handling fee
Drop-Off/Litters - City Puppies/Kittens	15.00	Per animal	Inside City limits
	50.00	4 or more	If impounding more than one litter, each will be charged separately. Litters must be brought in at the same time or individual fees will be charged.
Drop-Off/Litters - County Puppies/Kittens	25.00	Per animal	Outside City limits
	75.00	4 or more	If impounding more than one litter, each will be charged separately. Litters must be brought in at the same time or individual fees will be charged.

CITY OF CORSICANA, TEXAS
CHAPTER 13
FEES AND COST OF SERVICES

THE FOLLOWING SHALL BE THE SCHEDULE OF FEES AND COST OF SERVICES

DIVISION	TYPE	RATE	PER (UNIT)	OTHER INFORMATION
	Drop-Off/Sick/Aggressive Animal	50.00	Per animal	
	Drop-Off/Other Agencies	80.00	Per animal	Outside city limits but within Navarro County

UTILITIES - WATER AND WASTEWATER

NEW RATES WILL BE EFFECTIVE 12/01/2014

After Hours Turn On Fee	30.00	Each	
Class I - Residential and Commercial (Inside City Limits)	17.00	5/8" OR 3/4"	First 1,000 gals + Volumetric Use
	17.00	5/8" OR 3/4"	Age 65 & older-3,000 gals + Volumetric Use single family residence only
	28.49	1"	First 1,000 gals + Volumetric Use
	52.52	1 1/2"	First 1,000 gals + Volumetric Use
	84.12	2"	First 1,000 gals + Volumetric Use
	157.85	3"	First 1,000 gals + Volumetric Use
	263.30	4"	First 1,000 gals + Volumetric Use
	526.06	6"	First 1,000 gals + Volumetric Use
	947.13	8"	First 1,000 gals + Volumetric Use
1,356.42	10"	First 1,000 gals + Volumetric Use	
Volumetric Rate			
			1-10,000 gals - \$3.45/per 1,000 gals
			10,001 - 25,000 gals - \$3.60/per 1,000 gals
			25,000 + gals - \$3.70/per 1,000 gals
Class II - Residential and Commercial (Outside City Limits)	19.36	5/8" OR 3/4"	First 1,000 gals + Volumetric Use
	32.30	1"	First 1,000 gals + Volumetric Use
	64.20	1 1/2"	First 1,000 gals + Volumetric Use
	102.82	2"	First 1,000 gals + Volumetric Use
	192.93	3"	First 1,000 gals + Volumetric Use
	321.80	4"	First 1,000 gals + Volumetric Use
Wholesale Contract Customers	Same as Class I	Same as Class I	Up to contract limit @ Volumetric Rate; after contract limit - \$3.76 per 1,000 gals
Commercial Wastewater Rates	18.00	5/8" - 3/4"	Plus \$4.00/per 1,000 gals
	40.00	>3/4"	Plus \$4.00/per 1,000 gals
Residential Wastewater Rates	18.00	5/8" - 2"	Plus \$4.00 per 1,000 gal. up to 12,000 gal.
	40.00	>2"	Plus \$4.00 per 1,000 gal. up to 12,000 gal.
Multi-Family Rates			80% Base Rate of meter x 80% of units + Volumetric Use
Customer Deposit	100.00	Residential	Plus \$10/trip charge
	150.00	Commercial	Plus \$10/trip charge
	250.00	Industrial	Plus \$10/trip charge
	1,000.00	Fire Hydrant	Plus water usage
Tampering, Damaged, Broken Lock	100.00	Per incident	Damaged or broken lock plus cost of replacement and possible prosecution
	100.00	Per MXU	If MXU must be replaced plus cost of replacement and possible prosecution