

ORDINANCE NO. 116

AN ORDINANCE GRANTING TO CLEAR FORK SERVICE COMPANY THE RIGHT, PRIVILEGE AND FRANCHISE TO FURNISH AND DISTRIBUTE AN ADEQUATE SUPPLY OF WATER TO AN AREA SOUTH OF UNITED STATES HIGHWAY NO. 80 AND WEST OF WILLOW PARK, TEXAS, AND THE INHABITANTS THEREOF UNDER CERTAIN TERMS, DUTIES AND RESTRICTIONS, AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF WILLOW PARK, TEXAS:

SECTION 1.

Subject to the terms and conditions mentioned in this ordinance, the right, privilege and franchise is hereby granted to Clear Fork Service Company, its successors and assigns, until July 1, 2014, to use the highways, streets, alleys, easements and all public land, within the area outlined above in the corporate limits of the Town of Willow Park, Texas, as the same may from time to time exist, for the purpose of laying, constructing, operating and maintaining its mains, pipes, conduits, service lines and other distributing appliances for the purpose of conducting, transporting and furnishing an adequate water supply for the public and private use of the inhabitants of the area outlined above in the Town of Willow Park, Texas.

SECTION II.

The Grantee shall furnish an adequate supply of pure and potable water at adequate pressure under the conditions herein prescribed to all applicants not in arrears for prior water bills for service, pipe, or other materials, provided such applicants own or occupy premises abutting on streets, highways, alleys or other public places in which water lines are laid, furnish to the Town of Willow Park, Texas, water for fire fighting services free of charge and furnish adequate service to the public at reasonable rates and charges and may make and enforce reasonable rules and regulations in the conduct of its business and may require, before furnishing service, the execution of a contract therefore. All such rates and charges shall be subject to the approval of the Town of Willow Park, Texas, as provided in the laws of the State of Texas.

SECTION III.

Grantee shall lay, maintain, construct, operate and replace its pipes, mains, laterals, service lines and other equipment in conformity with good engineering and business practices and shall comply with all present or future laws pertaining to the construction, operation and maintenance of water systems within the State of Texas. The surface of any highway, street, alley or public place disturbed by the Grantee in erecting, building, constructing, extending or maintaining its water system and appurtenances thereto shall be restored within a reasonable time after completion of the work to substantially as good condition as before the commencement of the work. No highway, street, alleys or public place shall be encumbered for a longer period than shall be

necessary to execute the work.

SECTION IV.

Grantee, its successors and assigns, shall pay to the Town of Willow Park, Texas, a sum equal to 2% of its gross revenues received from the sale of water by the Grantee within the corporate limits of the Town of Willow Park for the preceding calendar year in full payment for the privilege of using and occupying the streets, highways, easements, alleys and other public places in the Town of Willow Park, Texas, whether as rental, supervision or inspection charges or otherwise. This payment shall be in lieu of any other tax or increased rate of tax, assessment or other charges, except ad valorem taxes. Grantee shall on the day the payments are made, file a sworn report with the City Secretary showing the gross receipts received from the sale of water during the calendar year within the corporate limits of the Town of Willow Park, Texas. The Town of Willow Park may have the books and records of the Grantee examined by a representative to verify the correctness of the sworn reports filed.

SECTION V.

Upon payment of a connection fee, Grantee shall install for each customer a 3/4 inch service line to the property line of said customer along with a meter in a meter box. The length of this service line shall not be in excess of 100 feet, except, however should the distance exceed 100 feet, the customer shall pay the cost of such distance in excess of 100 feet. In the event any customer desires a larger line or a larger meter, then such customer shall pay to the Grantee the total cost of such installation in lieu of all other connection charges. Grantee agrees at its cost to extend the water lines for a distance of 100 feet per connection but shall not be required to extend lines more than 100 feet for any one customer. Should a customer desire service who is greater than 100 feet away, the remaining cost shall be paid by the customer requesting service. If additional customers are tied to this particular section of line between such customer and the point where the extension began, the Grantee agrees to refund to the customer originally making payment, the tap fee of such additional customer until the full amount advanced by the original customer for extra lines has been repaid in full. Should the customer so desire, he shall have the option of taking bids from contractors for this extension work and if such bids are satisfactory to the customer, such independent contractor shall be privileged to install the desired extension under the supervision of Grantee, its successors or assigns.

SECTION VI.

At the termination of this franchise or any renewal thereof, either by the terms of the franchise or by operation of law, the Grantee, its successors or assigns, shall have the right to remove all pipe and other equipment of every kind and character used in connection with or pertaining to said water system from the streets, highways, easements, alleys or other public places within the Town of Willow Park, Texas. The surface of any street, highway, alley, easement, or public place disturbed by the Grantee in removing its system or the appurtenances thereto shall be restored within a reasonable time after completion of the work of removal to substantially as good of condition as it was in before the commencement of the work of removal. No street, highway, easement, alley or public place shall be encumbered for a longer period than shall be necessary to execute

the removal, provided, however, that no operation shall be commenced under this section until the Grantee shall have given satisfactory evidence to the Town of Willow Park guaranteeing the faithful performance of the terms of this section.

SECTION VII.

In the event the Grantee shall breach any of the terms and conditions of this franchise, the Town of Willow Park shall give written notice thereof pointing out the particular terms and conditions which have been breached. The Grantee shall have 20 days after the receipt of the notice in which to cure the default. Should Grantee fail to cure the default within a reasonable time, the Town of Willow Park may terminate the franchise without any liability on the part of the Town of Willow Park.

SECTION VIII.

Grantee agrees to indemnify and hold harmless the Town of Willow Park, Texas, of and from the negligent acts and omissions of Grantee in any way growing out of Grantee's construction, operation or maintenance of its water system in the Town of Willow Park,

SECTION IX.

The rights, privileges and franchises granted by this ordinance are not exclusive and nothing herein contained shall be construed so as to prevent the Town of Willow Park from granting other, like or similar rights and privileges to any other person, firm or corporation.

SECTION X.

The Grantee shall within 30 days from the approval of this ordinance notify the Mayor of the Town of Willow Park of its consent and acceptance of the provisions of this ordinance. Construction of the water system will be begun within six months after the acceptance of this franchise.

SECTION XI.

If any section, sentence, clause or phrase of this ordinance is for any reason held to be illegal, ultra vires or unconstitutional, such invalidity shall not affect the validity of the remaining portions of the ordinance. All ordinances and agreements and parts of ordinances and agreements in conflict herewith are hereby repealed.

SECTION XII.

The fact that the Town of Willow Park is a growing community and having a new development opening up without a public water system and fire protection in the outlined area, creates an imperative public necessity that provisions be made for the construction of such water system and providing for fire protection within this portion of the Town of Willow Park without delay and the rule requiring the reading of this ordinance on three successive meeting dates is hereby suspended, and this ordinance is put upon its third and final reading and finally passed at the meeting on this date, and it shall take effect and be

in full force from and after its passage and approval by the Mayor and the acceptance in writing as herein provided and stipulated.

PASSED AND APPROVED, this the 21st day of February, 1966.

G W Stevens

Mayor, Town of Willow Park, Texas

ATTEST:

Mrs. Mary Ann Boubel

Town Secretary