

ORDINANCE NO. 126

AN ORDINANCE GRANTING TO "GDRA" THE RIGHT, PRIVILEGE AND FRANCHISE TO FURNISH AND DISTRIBUTE A SUPPLY OF RAW WATER TO AN AREA (NORTH OF UNITED STATES HIGHWAY NO. 80 AND EAST OF THE CLEAR FORK OF THE TRINITY RIVER) IN THE TOWN OF WILLOW PARK, TEXAS, UNDER CERTAIN TERMS, DUTIES AND RESTRICTIONS.

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

SECTION I

Subject to the terms and conditions mentioned in this ordinance, the right, privilege and franchise is hereby granted to General Dynamics Recreation Association, its successors and assigns, until January 1, 1975, to use the highway and street easements within 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 water mains, pipes, and other distributing appliances for the purpose of conducting, transporting and furnishing a raw water supply for the private use of the General Dynamics Recreation Association.

SECTION II.

Grantee shall lay, maintain, construct, operate and replace its pipes, mains, 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 systems 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, alley, or public place shall be encumbered for a longer period than shall be necessary to execute the work.

SECTION III

Grantee, its successors and assigns, shall pay to the City a sum equal to \$1,000.00 in full payment for the privilege of using and occupying the streets, highways, easements, alleys and other public places in the City, 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.

SECTION IV.

Grantee agrees to coordinate plans for the installation of all pipes, lines and equipment used in connection with said water system with other firms, persons or parties holding franchises permitting use of the City's streets and highways, to ensure installation of said system in a manner and at depths and locations that will not obstruct the operation, extension and maintenance of City authorized utility systems of said franchise holders. Further, the Grantee agrees to provide, upon request, to each said franchise holder and to the City at least two (2) copies of an engineering drawing showing the as-installed location, depth, size and type of all lines and equipment installed within any and all streets and highways inside the City's boundaries, with specific reference to the right-of-way boundaries of said streets and highways.

SECTION V

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, or other public places within the City. The surface of any street, highway, 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 a condition as it was in before the commencement of the work of removal. No Street, highway, easement, 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 City guaranteeing the faithful performance of the terms of this section.

SECTION VI.

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

SECTION VII.

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 City.

SECTION VIII.

The Grantee shall within 30 days from the approval of this ordinance notify the Mayor of the City of its consent and acceptance of the provisions of this ordinance.

Construction of the water system will begin within 12 months after the acceptance of this franchise.

SECTION IX.

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.

PASSED AND APPROVED THIS THE 21ST DAY OF FEBRUARY, 1970.

R. E. Darling

Mayor, Town of Willow Park, Texas

ATTEST:

Edna Grace

Town Secretary