

ORDINANCE NO. 149

AN ORDINANCE GRANTING TO WILLOW WOOD WATER WORKS, INC., RIGHT, PRIVILEGE AND FRANCHISE TO FURNISH AND DISTRIBUTE AN ADEQUATE SUPPLY OF WATER TO THE CITY OF WILLOW PARK, TEXAS, AND THE INHABITANTS THEREOF, UNDER CERTAIN TERMS, DUTIES, AND RESTRICTIONS.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY 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 Willow Wood Water Works, Inc., its successors and assigns, until January 1, 2028, to use the highways, streets, alleys, easements and public land, within the corporate limits of the City of Willow Park, Texas, as the same way from time to time exists, for the purpose of laying, construction, 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 City of Willow Park, Texas.

SECTION II.

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, alley, or public place shall be encumbered for a longer period than shall be necessary to execute the work.

SECTION III.

The Grantee shall furnish an adequate and dependable supply of pure and potable water at a minimum pressure of 20 pounds at meter, under the conditions herein prescribed to all applicants, provided such applicants own or occupy premises abutting on streets, highways, alleys or other public places in which water lines are laid. Grantee shall furnish to the City of Willow Park, Texas, water for fire fighting services free of charge.

SECTION IV.

Grantee shall 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 City of Willow Park, as provided in the laws of the State of Texas.

SECTION V.

Upon payment of a connection fee, Grantee shall install 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 shall not be in excess of 50 feet, except, however, should the distance exceed 50 feet, the customer shall pay the cost of such distance in excess of 50 feet. In the event that any customer desires a larger service line or a larger meter, then such customer shall pay to the Grantee the total cost of such installation in lieu of other connection charges.

Grantee agrees at its cost to extend the water lines for a distance of 50 feet per connection but shall not be required to extend lines more than 50 feet for any one customer.

SECTION VI.

Should a customer desire service who is greater than 50 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.

SECTION VII.

Grantee, its successors and assigns, shall pay to the City of Willow Park, Texas a sum equal to 2% (4% when Tarrant Utility Company's franchise is raised to that amount) of its gross revenues received from the sale of water by the Grantee within the corporate limits of the City 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 City of Willow Park, Texas, whether as rental, supervision or inspection charges or otherwise. This payment shall be in lieu of any other tax or increase 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 City of Willow Park, Texas. The City 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 VIII.

In the event the Grantee shall breach any of the items and conditions of the franchise, the City of Willow Park shall give written notice thereof pointing out the particular terms and conditions which have been breached. The Grantee shall have 60 days after the receipt of the notice in which to cure the default or commence in good faith to cure the default. Shall Grantee fail to cure the default within a reasonable time, the City of Willow Park may terminate the franchise without any liability on the part of the City of Willow Park

SECTION IX

At the termination of this franchise or any renewal thereof, either by operation of law or by the terms of the franchise, 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 City of Willow Park, Texas.

The surface of any street, highway, alley easement or public place disturbed by the Grantee in removing its systems 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, alley or public 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 of Willow Park guaranteeing the faithful performance of the terms of the section

SECTION X.

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

SECTION XI.

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

SECTION XII.

Grantee agrees to indemnify and hold harmless the City 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 of Willow Park.

SECTION XIII.

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 XIV.

The fact that the City of Willow Park is a growing community without a public water system and fire protection in some areas creates an emergency and an imperative public necessity that provisions be made for the construction of such water system and providing for fire protection within portions of the City 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 this 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 hereby provided and stipulated.

Passed and Approved this 21st day of August, 1978

F. C. Baker

Mayor, City of Willow Park

Ernest W. McGraw

E.W. McGraw, City Clerk