

ORDINANCE NO. 180

AN ORDINANCE GRANTING TO CASTLE WATER, INC. RIGHT, PRIVILEGE AND FRANCHISE TO FURNISH AND DISTRIBUTE AN ADEQUATE SUPPLY OF WATER TO THE WILLOW SPRINGS ADDITION OF THE CITY OF WILLOW PARK, TEXAS, UNDER CERTAIN TERMS, DUTIES, AND RESTRICTIONS.

BE IT ORDAINED BY THE BOARD OF ALDERMEN 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 CASTLE WATER, INC., its successors and assigns, until January 1, 2050, 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 appurtenances for the purpose of conducting, transporting and furnishing an adequate water supply for the public and private use of the inhabitants of the Willow Springs Addition and adjacent areas thereto, within 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 and 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 in accordance with current City ordinances. No highway, street, alley, or public place shall be encumbered for a longer period than shall be absolutely necessary to execute the work required.

SECTION III.

The Grantee shall furnish an adequate and dependable supply of pure and potable water at a minimum pressure of 20 pounds at the 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, within the Willow Springs Addition of the City of Willow Park. 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, Texas, 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 from the water main 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 all other connection charges except tap fee.

SECTION VI.

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

Should a customer desire service who is greater than 50 feet away, the remaining cost shall be paid by the customer requesting the 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 shall be privileged to install the desired extension under the supervision of Grantee, its successors or assigns.

SECTION VII.

Grantee, its successors and assigns, shall pay to the City 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 City of Willow Park, Texas, 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 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 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 terms and conditions of the franchise, the City of Willow Park shall give written notice thereof pointing 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. Should Grantee 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 system or the appurtenances thereto shall be accomplished and completed in accordance with current City ordinances applicable.

No street, highway, easement, alley or public place shall be encumbered for a longer period than shall be absolutely necessary to execute the removal, provided however, that no operation shall be commenced under this section until the Grantee has 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 similiar rights and privileges to any other person, firm or corporation.

SECTION XI.

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.

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 this ordinance. Grantee agree to comply with all City ordinances in the process of doing business within the corporate limits of the City of Willow Park, Texas.

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 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 by the Board of Aldermen of the City of Willow Park, Texas, this 24th day of March, 1983.

Stephen C. Kerr

Stephen C. Kerr, Mayor

ATTEST:

Lynn E. Turley

Lynn E. Turley
City Secretary

We, the Applicant, do hereby formally accept the terms and conditions fo this ordinance and by the acceptance thereof obligate ourself to comply with each and every position contained therein.

Date: 3-24-83

Donald L. Dickens

Donlad L. Dickens, President
CASTLE WATER, INCORPORATED