

ORDINANCE NO. 372-95

AN ORDINANCE WHEREBY THE CITY OF WILLOW PARK, TEXAS, AND SOUTHWESTERN BELL TELEPHONE COMPANY AGREE THAT, FOR THE PURPOSE OF OPERATING ITS TELECOMMUNICATIONS BUSINESS, THE TELEPHONE COMPANY SHALL MAINTAIN AND CONSTRUCT ITS POLES, WIRES, ANCHORS, FIBER, CABLES, MANHOLES, CONDUITS AND OTHER PHYSICAL PLANT AND APPURTENANCES IN, ALONG, ACROSS, ON, OVER, THROUGH, ABOVE AND UNDER ALL PUBLIC STREETS, AVENUES, HIGHWAYS, ALLEYS, SIDEWALKS, BRIDGES OR PUBLIC PROPERTY IN SAID CITY; PRESCRIBING THE ANNUAL COMPENSATION DUE THE CITY UNDER THIS ORDINANCE; PRESCRIBING THE CONDITIONS GOVERNING THE USE OF PUBLIC RIGHTS-OF-WAY AND THE PERFORMANCE OF CERTAIN CONSTRUCTION WORK ON PUBLIC RIGHTS-OF-WAY FOR THE TELEPHONE COMPANY'S TELECOMMUNICATIONS BUSINESS; PROVIDING AN INDEMNITY CLAUSE; SPECIFYING GOVERNING LAWS; PROVIDING FOR A RELEASE OF ALL CLAIMS UNDER PRIOR ORDINANCES; PROVIDING FOR FUTURE CONTINGENCIES; PROVIDING FOR WRITTEN ACCEPTANCE OF THIS ORDINANCE BY THE TELEPHONE COMPANY; AND PROVIDING FOR A TERM AND AN EFFECTIVE DATE.

WHEREAS, Southwestern Bell Telephone Company (hereinafter referred to as the "TELEPHONE COMPANY") is now and has been engaged in the telecommunications business in the State of Texas and in furtherance thereof, has erected and maintained certain items of its physical plant in the City of Willow Park, Texas (hereinafter referred to as the "CITY") for many years pursuant to such rights as have been granted it by and under the laws of the State of Texas, and subject to the reasonable exercise of the powers granted by and under said laws to the CITY and as reflected in prior Ordinances of the CITY; and

WHEREAS, the TELEPHONE COMPANY has operated its telecommunications business in the CITY under successive ordinances of the CITY, the last of which was Ordinance Number 154, adopted February 19, 1979, which provided compensation to the CITY for that agreement based upon a percentage of gross receipts received by the TELEPHONE COMPANY from certain services rendered within the corporate limits of the CITY; and

WHEREAS, certain disputes have arisen regarding those prior Ordinances and it is recognized by the parties that changes in the telecommunications industry, changes in technology, changes in state and federal law, and changes in the accounting practices mandated by the Uniform System of Accounts promulgated by the Federal Communications Commission ("FCC"), along with regulatory requirements of the Texas Public Utility Commission ("PUC"), have caused the traditional method of determining

the amount of compensation to municipalities to become administratively impractical for telecommunications utilities. In order to resolve these issues in a manner satisfactory to both the CITY and the TELEPHONE COMPANY, the CITY and the TELEPHONE COMPANY have chosen the method of determining the amount of compensation provided for in this Ordinance to eliminate the expense and time related to audits, to achieve administrative simplicity, to provide the CITY with predictable revenues and an opportunity for growth and to avoid the expense and delays of further litigation which otherwise would be necessary to resolve any issues in controversy between the parties; and

WHEREAS, it is to the mutual advantage of both the CITY and the TELEPHONE COMPANY that an agreement should be entered into between the TELEPHONE COMPANY and the CITY establishing the conditions under which the TELEPHONE COMPANY shall maintain and construct its physical plant in the CITY in the future;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS, THAT:

SECTION I - PURPOSE

Pursuant to the laws of the State of Texas and this Ordinance, the TELEPHONE COMPANY has the NON-EXCLUSIVE right and privilege to USE the public RIGHTS-OF-WAY in the CITY for the operation of a telecommunications system subject to the restrictions set forth herein. The TELEPHONE COMPANY may USE such RIGHTS-OF-WAY for its telecommunications FACILITIES. TELEPHONE COMPANY'S FACILITIES and TRANSMISSION MEDIA used in or incident to the provision of telecommunications service and to the maintenance of a telecommunications business by the TELEPHONE COMPANY in the CITY shall remain as now constructed, subject to such changes as under conditions prescribed in this Ordinance may be considered necessary to the public health and safety by the CITY in the exercise of its lawful powers and such changes and extensions as may be considered necessary by the TELEPHONE COMPANY in the pursuit of its telecommunications business. The terms of this Ordinance shall apply throughout the CITY, and to all operations of TELEPHONE COMPANY within the CITY, and shall include all operations and FACILITIES used in whole or in part in the provision of telecommunications services in newly annexed areas upon the effective date of any annexation.

SECTION 2 - ADDITIONAL AUTHORITY REQUIRED

The TELEPHONE COMPANY is not authorized to provide cable television service as a cable operator in the CITY under this Ordinance, but must first obtain a franchise from the CITY for that purpose, under such terms and conditions as may be required by law.

SECTION 3 - DEFINITIONS

Whenever used in this Ordinance, the following words and terms shall have the definitions and meanings provided in this Section:

(a) FACILITIES: all TELEPHONE COMPANY duct spaces, manholes, poles, conduits, underground and overhead passageways, and other equipment, structures and appurtenances and all associated TRANSMISSION MEDIA.

(b) USE: the TELEPHONE COMPANY'S acquisition, construction, reconstruction, maintenance or operation of any FACILITIES in, over, under, along, through or across the public RIGHTS-OF-WAY, for any telecommunications purpose whatsoever.

(c) CITY: The City of Willow Park, Texas.

(d) RIGHTS-OF-WAY: all present and future streets, avenues, highways, alleys, bridges and public ways within the city limits of the CITY.

(e) TRANSMISSION MEDIA: all TELEPHONE COMPANY cables, fibers, wires or other physical devices used to transmit and/or receive communication signals, whether analog, digital or of other characteristics, and whether for voice, data or other telecommunications purposes.

(f) NON-EXCLUSIVE: no rights provided in this Ordinance by the CITY shall be exclusive, and the CITY reserves the right to grant franchises, licenses, easements or permissions to use the public RIGHTS-OF-WAY within the CITY to any person or entity as the CITY, in its sole discretion, may determine to be in the public interest.

(g) TELEPHONE COMPANY: Southwestern Bell Telephone Company.

(h) STIPULATION OF SETTLEMENT: As filed by the Settlement Class and Settling Defendants in connection with Cause No. D-142, 176, in the 136th District Court of Jefferson County, Texas,

SECTION 4 - TERM

(a) Subject to Section 4 (b) below, this Ordinance shall continue for a period of five (5) years from the effective date hereof; provided that at the expiration of the initial period, such term shall be automatically extended for successive period of one (1) year, unless written notice of intent to terminate this agreement is given by either party not less than ninety (90) days prior to the termination of the then current period. When such notice is given, this agreement shall terminate at the expiration of the then current period.

(b) Notwithstanding the term set out in Section 4 (a) above, this Ordinance shall terminate if Final Approval does not occur as set forth in the STIPULATION OF SETTLEMENT.

SECTION 5 - SUPERVISION BY CITY OF LOCATION OF POLES AND

CONDUITS

All poles placed shall be of sound material and reasonably straight, and shall be set so that they will not interfere with the flow of water in any gutter or drain, and so that the same will not unduly interfere with ordinary travel on the streets or sidewalks. The CITY shall have the option, but not the obligation, to exercise any and all lawful, reasonable and proper control related to the location and route of all poles, stubs, guys, anchors, conduits, fiber and cables placed and constructed by the TELEPHONE COMPANY in the construction and maintenance of its telecommunications system in the CITY,

SECTION 6 - ATTACHMENTS TO POLES AND SPACE IN DUCTS

Nothing contained in this Ordinance shall be construed to require or permit any pole attachments for electric light or power wires or communications facilities or systems not provided by the TELEPHONE COMPANY to be attached to the TELEPHONE COMPANY'S poles or other physical plant or placed in the TELEPHONE COMPANY'S conduit. If the CITY desires pole attachments for electric light or power wires or communications facilities or systems not provided by the TELEPHONE COMPANY, or if the CITY desires to place communications facilities or systems not provided by the TELEPHONE COMPANY in any TELEPHONE COMPANY duct, then a further separate, noncontingent agreement shall be prerequisite to such attachment(s) or such use of any duct by the CITY. Nothing contained in this Ordinance shall obligate or restrict the TELEPHONE COMPANY in exercising its rights voluntarily to enter into pole attachment, pole usage, joint ownership or other wire space or facilities agreements with light and/or power companies or with other wire-using companies which are authorized to operate within the CITY.

SECTION 7 - STREETS TO BE RESTORED TO PRE-EXISTING CONDITION

The surface of any street, alley, avenue, highway or public place disturbed by the TELEPHONE COMPANY in building, constructing, renewing or maintaining its telecommunications system shall be restored within a reasonable time after the completion of the work to as good a condition as before the commencement of the work and maintained to the satisfaction of the City Council or of any city official to whom such duties have been or may be delegated for one (1) year from the date the surface of said street, alley, avenue, highway or public place is broken for such construction or maintenance work, after which time responsibility for the maintenance shall become the duty of the CITY; provided, however, that the TELEPHONE COMPANY shall not take up or excavate any pavement at any time without first securing permission, in writing, of the City Manager or his nominee, except in cases of emergencies; and provided further, that all excavation and installation so made shall be performed in such a manner as will cause the least inconvenience to the public. No street, alley, avenue, highway or public place shall be encumbered for a longer period than shall be necessary to execute the work.

SECTION 8 - TEMPORARY REARRANGEMENT OF AERIAL WIRES

Upon request, the TELEPHONE COMPANY shall remove or raise or lower its aerial wires, fiber or cables temporarily to permit the moving of houses or other bulky structures. The expense of such temporary rearrangements shall be paid by the party or parties requesting them, and the TELEPHONE COMPANY may require payment in advance. The TELEPHONE COMPANY shall be given not less than forty-eight (48) hours advance notice to arrange for such temporary rearrangements.

SECTION 9 - TREE TRIMMING

The right, license, privilege and permission is hereby granted to the TELEPHONE COMPANY, its contractors and agents, to trim trees upon and overhanging the streets, avenues, highways, alleys, sidewalks and public places of the CITY so as to prevent the branches of such trees from coming in contact with the aerial wires, fiber or cables of the TELEPHONE COMPANY, and when so directed by the CITY, said trimming shall be done under the supervision and direction of the CITY or of any CITY official to whom said duties have been or may be delegated.

SECTION 10 - INDEMNITY

The TELEPHONE COMPANY shall indemnify and hold the CITY harmless from all costs, expenses (including attorney's fees) and damages to persons or property arising directly or indirectly out of the construction, maintenance or operation of the TELEPHONE COMPANY'S FACILITIES located within public RIGHTS-OF-WAY found to be caused solely by the negligence of the TELEPHONE COMPANY. This provision is not intended to create a cause of action or liability for the benefit of third parties but is solely for the benefit of the TELEPHONE COMPANY and the CITY; nor is this provision intended to abrogate the common law or statutory rights of either the CITY or TELEPHONE COMPANY to indemnify or contribution from the other

SECTION 10 - ADMINISTRATION OF ORDINANCE

(a) The CITY may, at any time, make inquiries pertaining to this Ordinance and the TELEPHONE COMPANY shall respond to such inquiries on a timely basis by providing information which is prepared, maintained and available in the ordinary course of business.

(b) Copies of specifically identified petitions, applications, communications and reports submitted by the TELEPHONE COMPANY to the Federal Communications Commission or the Public Utility Commission of Texas shall be provided to the CITY upon request.

(c) The CITY may establish, after reasonable notice, such rules and regulations as may be appropriate for the administration of this Ordinance and the construction of the TELEPHONE COMPANY'S FACILITIES on CITY property to the extent permitted by

law.

SECTION 12 - COMPENSATION TO THE CITY

(a) As compensation for the use, occupancy, oversight, supervision and regulation of the CITY'S RIGHTS-OF-WAY and for any other consideration provided by the CITY under this agreement, and in lieu of and in full compensation for any lawful tax or license or charge or RIGHT-OF-WAY permit fee or inspection fee, whether charged to the TELEPHONE COMPANY or its contractor(s), or any RIGHT-OF-WAY easement or street or alley rental or franchise tax or other character of charge for use and occupancy of the RIGHTS-OF-WAY within the CITY, except the usual general ad valorem taxes, special assessments in accordance with State law or sales taxes now or hereafter levied by the CITY in accordance with State law, the CITY hereby imposes a Charge upon the Gross Receipts (as hereinafter defined) of the TELEPHONE COMPANY. The amount of the Charge for the first year this Ordinance is in effect shall be \$16,400. *[For the second year, the Charge shall be \$16,400 increased by the Growth Factor as set forth in Paragraph 12 (c), if applicable. For the third and subsequent years, while this Ordinance remains in effect, the above Charge is subject to adjustment by application of the Growth Factor set out in Paragraph 12 (c).]* In no event shall such charge be less than the above amount for each year this Ordinance is in effect, except as provided in the case of disannexation as set forth in paragraph 12 (e), or as provided in Section 16 herein.

The TELEPHONE COMPANY will, according to tariff, bill such Charge to the customers billed the customer services charges included within the term "Gross Receipts", as defined herein. Gross Receipts, for purposes of this Charge, shall include only customer service charges which meet all four of the following conditions: (1) such charges are for TELEPHONE COMPANY services provided within the CITY; (2) such charges are billed through the TELEPHONE COMPANY'S Customer Records Information System ("CRIS"); (3) such charges are the recurring charges for the local exchange access rate element specified in the TELEPHONE COMPANY'S tariffs filed with the PUC; and (4) such charges are subject to an interstate end user common line ("EUCL") charge as imposed by the Federal Communications Commission ("FCC")

For the second and subsequent years while this Ordinance remains in effect, the above Charge is subject to adjustment by application of the Growth Factor set out in paragraph 12 (c). This adjustment for the Growth Factor will be made effective as of each anniversary date of this Ordinance.

The TELEPHONE COMPANY shall adjust its billings to customers to account for any undercollection or overcollection of the Charge due the CITY.

(b) The Charge for each year shall be paid in four (4) equal payments. The first payment under this Ordinance shall be due on the last day of the fifth month following the effective date hereof, with subsequent payments due on the last day of each third successive month thereafter during the term of this Ordinance. In the event of any over or undercollection from customers at the expiration of this Ordinance, the TELEPHONE

COMPANY may make a pro rata one-time credit or charge to the customer billing for affected customers who are billed for a service included within Gross Receipts, as defined in paragraph 12 (a). This will be accomplished within 150 days following the date of expiration of this Ordinance. If however, it is impractical to credit any overcollection to customers, then such overcollection shall be paid to the CITY.

(c) The Growth Factor shall be calculated by dividing the TELEPHONE COMPANY'S revenues within the corporate limits of the CITY subject to state sales taxes ("Sales Tax Revenues") for the twelve month period ending three (3) months prior to the next anniversary date of this Ordinance by the Sales Tax Revenues for the twelve month period ending three (3) months prior to either the initial effective date or the preceding anniversary date of this Ordinance, as applicable. The Growth Factor calculated by the method set forth in the preceding sentence, if greater than one, shall be multiplied by the current year's Charge to determine the dollar amount of the Charge for the next year. If the Growth Factor calculated above is one or less, the Charge for the next year shall be equal to the current year's Charge. The TELEPHONE COMPANY will adjust its customer billing to account for the Growth Factor calculated above.

Once the Growth Factor calculation is completed, the TELEPHONE COMPANY will provide the CITY with the Sales Tax Revenues upon which the Growth Factor calculation was based.

The CITY agrees to rely upon audits by the Texas Comptroller of Public Accounts of state sales taxes as reported by the TELEPHONE COMPANY which are performed in compliance with Sections 151.023 and 151.027 of the Texas Tax Code Annotated. The Growth Factor shall be recomputed to reflect any final, nonappealable adjustments made pursuant to an audit finding by the Texas Comptroller of an inaccuracy in the TELEPHONE COMPANY'S reports of revenues subject to state sales taxes. The Charge shall be recalculated using the Growth Factor recomputed as specified in the preceding sentence, and the recalculated Charge shall be used for all future calculations required by this Ordinance. Any overpayment or underpayment resulting from such recalculation shall be subtracted from or added to the first installment due the following year. If any overpayment or underpayment shall be due during the final year of this Ordinance, then payment shall be made as follows. In the case of overpayment by the TELEPHONE COMPANY, the CITY shall pay such overpayment to the TELEPHONE COMPANY within 150 days following the expiration of this Ordinance and, in the case of underpayment by the TELEPHONE COMPANY, the TELEPHONE COMPANY shall pay such underpayment to the CITY within 150 days following the expiration of this Ordinance.

(d) Such payments shall not relieve the TELEPHONE COMPANY from paying all applicable municipally-owned utility service charges. Should the CITY not have the legal power to agree that the payment of the foregoing Charge shall be in lieu of the taxes, licenses, charges, RIGHTS-OF-WAY permit or inspection fees, rentals, RIGHTS-OF-WAY easements or franchise taxes aforesaid, then the CITY agrees that it will apply so much of such payments as may be necessary to the satisfaction of the TELEPHONE

COMPANY'S obligation, if any, to pay any such taxes, licenses, charges, RIGHTS-OF-WAY permit or inspection fees, rentals, RIGHTS-OF-WAY easements or franchise taxes.

(e) In the event that either (1) territory within the boundaries of the CITY shall be disannexed and a new incorporated municipality created which includes such territory or (2) an entire, existing incorporated municipality shall be consolidated or annexed into the CITY, then notwithstanding any other provision of this Ordinance, the Charge shall be adjusted. To accomplish this adjustment, within thirty days following the action effecting a disannexation/annexation as described above, the CITY shall provide the TELEPHONE COMPANY with maps of the affected area(s) showing the new boundaries of the CITY,

In the event of an annexation as described above, the Charge for the CITY will be adjusted to include the amount of the payment by the COMPANY to the existing incorporated municipality being annexed TELEPHONE In the event that the annexed municipality had no ordinance imposing a Charge or in the event of a disannexation, then the adjustment to the Charge will be calculated using the effective date of the imposition of Local Sales Taxes as determined by the Texas Comptroller of Public Accounts. The adjustment shall be the percent increase/decrease in the TELEPHONE COMPANY'S Gross Receipts as defined herein for the CITY for the first calendar month following the Local Sales Tax effective date compared to the last month prior to such effective date. This adjustment to the Charge will be made on the first day of the second month following the Local Sales Tax effective date and the adjusted Charge shall be prorated from that date through the remainder of the payment year. The Charge as adjusted shall be used for all future calculations required by this Ordinance.

SECTION 13 - ASSIGNMENT OF ORDINANCE

This Ordinance and any rights or privileges hereunder shall not be assignable to any other entity without the express consent of the CITY. Such consent shall be evidenced by an ordinance which shall fully recite the terms and conditions, if any, upon which such consent is given.

SECTION 14 - MUTUAL RELEASES

Upon final approval, as defined in the STIPULATION OF SETTLEMENT, the CITY hereby fully releases, discharges, settles and compromises any and all claims which the CITY has made or could have made arising out of or connected with Ordinance Number 154, adopted February 19, 1979, and renewed or extended from time to time thereafter, and its predecessor ordinances, if any, (hereinafter referred to collectively as "Ordinance No. 154"). This full and complete release of claims for any matters under Ordinance No. 154 shall be for the benefit of Southwestern Bell Telephone Company; its parent; its affiliates; their directors, officers, attorneys and employees; successors and assigns; and includes any and all claims, actions, causes of action and controversies, presently known or unknown, arising directly or indirectly out of or connected with the TELEPHONE COMPANY'S obligations to the CITY pursuant to the provisions of Ordinance No. 154.

Upon Final Approval as defined in the STIPULATION OF SETTLEMENT, Southwestern Bell Telephone Company, its parent, its affiliates, successors and assigns hereby fully release, discharge, settle and compromise any and all claims, actions, causes of action or controversies heretofore made or which could have been made, known or unknown, against the CITY, its officers, attorneys or its employees, arising out of or connected with any matters under Ordinance No. 154.

It is the intent of the CITY and the TELEPHONE COMPANY to enter into the foregoing mutual releases in order to reach a compromise that is acceptable to both the CITY and the TELEPHONE COMPANY. This Ordinance and the mutual releases set forth in this Section represent a compromise of each party's claims as well as each party's defenses, and is not intended to be and is not an admission of liability or vulnerability by either party to the other with respect to either the claims or the defenses asserted against the other.

SECTION 15 - ADOPTION OF STIPULATION OF SETTLEMENT

The CITY hereby adopts, ratifies, confirms, and agrees to be bound by the terms of the STIPULATION OF SETTLEMENT in Cause No. D-142,176 in the 136th Judicial District Court in and for Jefferson County, Texas, (the "Class Litigation"), in its entirety, in all respects as if the CITY were an original signatory thereto. The CITY acknowledges that as a member of the Settlement Class in the Class Litigation it has received and reviewed the STIPULATION OF SETTLEMENT and that the CITY has had access to and/or has consulted counsel, to the extent that it desired to do so, in connection with its evaluation of the STIPULATION OF SETTLEMENT

SECTION 16 REPEAL OF CONFLICTING ORDINANCES AND AGREEMENTS

Ordinance Number 154 adopted February 19, 1979, is hereby repealed, provided however, such repeal shall take effect at 11:59 p.m. on the day immediately preceding the effective date specified in the Section of this Ordinance entitled "ACCEPTANCE OF AGREEMENT AND EFFECTIVE DATE". The final payment (including payment for any partial year) under Ordinance Number 154 shall be due 60 days following the effective date of this Ordinance, as set out in Section 19 herein. All other ordinances and agreements and parts of ordinances and agreements in conflict herewith are also repealed, to the extent of such conflict only, which repeal shall take effect at the time and on the date specified in the preceding sentence

SECTION 17 - FUTURE CONTINGENCY

(a) Notwithstanding anything contained in this Ordinance to the contrary, in the event that (a) this Ordinance or any part hereof, (b) any tariff provision by which the TELEPHONE COMPANY seeks to collect the Charge imposed by this Ordinance, or (c) any procedure provided in this Ordinance, or (d) any compensation due the CITY under this Ordinance, becomes, or is declared or determined by a judicial, administrative or

legislative authority exercising its jurisdiction to be excessive, unrecoverable, unenforceable, void, unlawful or otherwise inapplicable, in whole or in part, the TELEPHONE COMPANY and CITY shall meet and negotiate a new ordinance that is in compliance with the authority's decision or enactment and, unless explicitly prohibited the new ordinance shall provide the CITY with a level of compensation comparable to that set forth in this Ordinance provided that such compensation is recoverable by the TELEPHONE COMPANY in a mutually agreed manner permitted by law for the unexpired portion of the term of this Ordinance.

(b) Notwithstanding anything contained in the preceding paragraph to the contrary, the CITY and TELEPHONE COMPANY agree that in the event this ordinance is submitted for review to any court in which the currently existing case styled City of Port Arthur, et al v. Southwestern Bell Telephone Company, et al, Cause No. D-142,176 in the 136th Judicial Court, Jefferson County, Texas is pending, the CITY and TELEPHONE COMPANY agree to take any and all actions reasonably necessary to obtain approval and ratification of the ordinance by the court.

SECTION 18 - GOVERNING LAW

(a) This Ordinance shall be construed in accordance with the CITY Code(s) in effect on the date of passage of this Ordinance to the extent that such Code(s) are not in conflict with or in violation of the Constitution and laws of the United States or the State of Texas.

(b) This Ordinance shall be construed and deemed to have been drafted by the combined efforts of the CITY and the TELEPHONE COMPANY.

SECTION 19 - ACCEPTANCE OF AGREEMENT AND EFFECTIVE DATE

The CITY shall deliver a properly certified copy of this Ordinance to the TELEPHONE COMPANY within three (3) working days of its final passage. The TELEPHONE COMPANY shall file its written acceptance of this Ordinance in accordance with the STIPULATION OF SETTLEMENT. This Ordinance shall become effective beginning on the first day of the first calendar month which begins not less than thirty (30) days after entry of judgment, as defined in the STIPULATION OF SETTLEMENT.

Passed and approved following the first reading hereof this 16th day of May, A.D., 1995.

William J. Clemens

WILLIAM J. CLEMENS, MAYOR
CITY OF WILLOW PARK, TEXAS

ATTEST:

Barbara Kilough

BARBARA KILOUGH, CITY SECRETARY
CITY OF WILLOW PARK, TEXAS

I, Barbara Kilough, City Secretary of the City of Willow Park, Texas, do hereby certify that the foregoing is a true and correct copy of Ordinance Number 372-95, finally passed and approved by the City Council of the City of Willow Park, Texas, following the _____ reading thereof at a regular meeting held on the 16th day of MAY, 1995.

Barbara Kilough

Barbara Kilough, City Secretary