

ORDINANCE NO. 2009-12-28-A

AN ORDINANCE OF THE CITY OF RANGER, TEXAS REPEALING ALL ORDINANCES, OR PARTS OF ORDINANCES, OR AMENDMENTS THERETO THAT CONFLICT WITH THE TERMS OR CONDITIONS OF THIS ORDINANCE AND ENACTING IN LIEU THEREOF A NEW ORDINANCE; PRESCRIBING RATES AND CHARGES TO BE ASSESSED FOR WHOLESALE WATER SERVICES FURNISHED BY THE CITY OF RANGER WATER SYSTEM; PROVIDING FOR PAYMENT OF RATES AND CHARGES AND PENALTIES FOR LATE OR NON-PAYMENT; REQUIRING MAINTENANCE OF WHOLESALE WATER CUSTOMER FACILITIES; PROVIDING DEFINITIONS; PROVIDING OPEN MEETINGS, PENALTY, AND SEVERABILITY CLAUSES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Ranger (the "City") owns and operates a water distribution system;

WHEREAS, the City provides water to Morton Valley Water Supply Corporation (the "Corporation") pursuant to a water supply contract;

WHEREAS, the above-referenced water supply contract expired on November 30, 2009;

WHEREAS, the City and the Corporation have not entered into another water supply contract or executed any amendment or extension of the previous water supply contract;

WHEREAS, in the absence of a contract that sets forth a wholesale water rate for the provision of wholesale water service to the Corporation it is necessary for the City to establish a wholesale water rate by ordinance;

WHEREAS, in consideration of a wholesale rate study as well as the City facilities necessary to provide wholesale water service to the Corporation, the City has determined the cost of service for the provision of wholesale water service and has established rates designed to cover the total cost of providing such services;

WHEREAS, the City Council determined that it is appropriate and justified, based on the rate study and the expiration of the water supply contract, to adopt said rates for wholesale water provided to the Corporation to be applied monthly to the Corporation to offset the cost of service for supplying wholesale water service to the Corporation; and in addition, to consolidate, in one Ordinance, the appropriate prescriptions, charges, fees and processes related to the provision of wholesale water to the Corporation: and

WHEREAS, after conducting a public meeting at which the public has had an opportunity to comment, the City Council finds the rates and policies stated herein to be reasonable and necessary;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RANGER, TEXAS:

Section 1. Findings. That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are adopted as part of this Ordinance for all purposes.

Section 2. Definitions. The following definitions shall be applicable to this Ordinance and to each of the other respective definitions in this Ordinance:

(1) *Facilities* shall mean and refer to all of the plant and equipment of a Wholesale Customer, including all tangible and intangible real and personal property without limitation, and any and all means and instrumentalities in any manner owned, operated, leased, licensed, used, controlled, furnished, or supplied for, by, or in connection with the business of any Wholesale Customer.

(2) *Meter or Related Measuring Equipment* shall mean and refer to any meter or device used to measure the amount of water sold to the wholesale customer.

(3) *Wholesale Customer* shall mean and refer to Morton Valley Water Supply Corporation.

(4) *Wholesale Water Service* shall mean and refer to potable water service, provided to a person, corporation, political subdivision, or municipality who is not the ultimate consumer of the service.

Section 3. Metering.

(a) *Meters.* Meters shall be required to measure the consumption of water for all water accounts connected to the City's water system. Wholesale customers shall be responsible for the installation and maintenance of all meters and associated measuring equipment. Any meters or related measuring equipment shall be the property of the wholesale customer, but shall be under the supervision and control of the City. The reading, calibrating, and adjustment of any meters or related measuring equipment shall only be performed by qualified city personnel, or under the direction of qualified City personnel.

(b) *Calibration of Meters or Related Equipment.* Upon the City's own request or that of the Wholesale Customer, any meter or related measuring equipment be calibrated. The City may give the Wholesale Customer up to 48 hours notice of a proposed calibration. The Wholesale Customer may have a representative present at the calibration and adjustment of any meter or related measuring equipment. If the calibration is performed pursuant to the Wholesale Customer's request, the Wholesale Customer shall be charged based upon the man hours and material expended for the calibration and adjustment.

(c) *Out of Service Meters.* If for any reason any meter or related measuring equipment is not working properly or out of service so that the amount of water cannot be ascertained or computed from the reading of the meter or related measuring equipment, the water delivered through the periods such meters are out of service shall be estimated based

upon the City's best available data which shall include the City's own metering system to calculate the amount of water sold to the Wholesale Customer.

Section 4. Compliance with Law and Regulations. The Wholesale Customer is responsible for complying, following, and adhering to all applicable Federal, State, County statutes, rules, requirements and policies.

Section 5. Construction and Maintenance of Facilities; Right of Entry and Inspection.

(a) *Construction and Maintenance of Facilities.* The Wholesale Customer shall have the sole obligation and duty to construct, build, operate, repair, or maintain any necessary facilities to receive Wholesale Water Service from the City and to keep such facilities in good repair. The City shall have no obligation or duty to construct, maintain, or inspect the Facilities of any Wholesale Customer.

(b) *Right of Entry and Inspection.* The City shall have the right to enter upon the property of the Wholesale Customer's property for the purpose of inspecting any and all connections made by such Wholesale Customer to any water lines wherein any such connection could pose a risk or condition that could result in contamination of the City's water supply.

Section 6. Notice of Inspection Findings; Cessation of Wholesale Service.

(a) *Notice of Inspections and Findings.* If the City ascertains the existence of any conditions that threatened the City's water supply or violate a Federal, State or local statute, rule, or policy, then the City shall notify the Wholesale Customer of such violation. The Wholesale Customer shall immediately correct such violation or threat to the City's water supply.

(b) *Cessation of Service.* For any Wholesale Customer who fails to correct said violation or remediate any noticed threat to the City's water supply, the City may cease Wholesale Service to the Wholesale Customer without further notice.

Section 7. Rates and Charges for Wholesale Water Service; Emergency Interconnections; and Pass Through Rates.

(a) *Wholesale Rate.* The rates and charges for Wholesale Water Service provided by the City shall consist of a rate based upon the city's costs to provide Wholesale Water Service per 1,000 gallons. The current wholesale water rate per 1,000 gallons for the provision of Wholesale Water Service is as follows:

Rate (per 1,000 gallons)	\$3.12
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(b) *Emergency Interconnect Wholesale Water Rate.* In the event an emergency interconnect system is established with any other water service provider for the receipt of wholesale water from that entity, the rate shall be set in accordance with the wholesale rate or additional charges attributable to such emergency interconnection charged to the City.

(c) Additional charges, rates, and costs imposed upon the City for not meeting minimum water consumption requirements under any provisions of any water supply contract under which the City obtains water to supply to the Wholesale Customer, where such failure to meet any minimum water consumption requirements is attributable to the Wholesale Customer, shall be passed through to the Wholesale Customer. Any such charges, rates, and costs shall constitute a component of the City's cost of service to provide Wholesale Water Service to the Wholesale Customer.

Section 8. Payment of Monthly Rates and Charges; Penalties for Late or Non-Payment; Monthly Billing.

All charges shall be paid by Wholesale Customer to the City on or in advance of the fifteenth (15th) day of each month. In the event payment is not made by the fifteenth (15) day of each month, a ten (10) percent penalty may be added to the amount past due. In the event payment is not made within ten (10) days from the due date, the Director of Public Works is directed to discontinue Wholesale Water Service and when the amount past due and delinquent is paid, such service may be resumed.

Section 9. Water Shortages; Rationing. In the event of drought or other reasons for water shortages, the City may reduce the water available to its Wholesale Customers and ration and reduce the amount of available water to all Wholesale Water Customers.

Section 10. Amendment Of Ordinances. All ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance as adopted and amended herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other code or ordinance of the City, the terms and provisions of this Ordinance shall govern.

Section 11. Savings Clause. All rights and remedies of the City of Ranger are expressly saved as to any and all violations of the provisions of any ordinances affecting utility fees which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

Section 12. Enforcement. The provisions of this Ordinance shall be enforced by the persons or agencies designated by the City, including, but not limited to, the Mayor, City Manager, the Building Official, and the Code Enforcement Officer.

Section 13. Penalties. Any person convicted of violating any provision of this ordinance shall be guilty of a misdemeanor and shall be subject to a fine in an amount not to exceed Five Hundred dollars (\$500.00).

Section 14. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof

ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

Section 15. Effective Date. This Ordinance shall take effect beginning **January 11, 2010** after its passage and publication in accordance with the provisions of §52.013 of the *Tex. Loc. Gov't Code* and the City Charter.

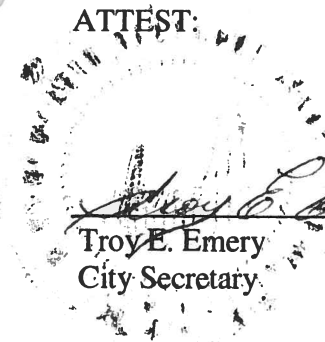
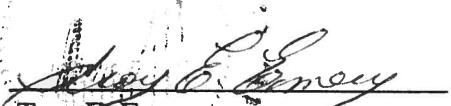
Section 16. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the *Open Meetings Act, Chapt. 551, Tex. Gov't. Code.*

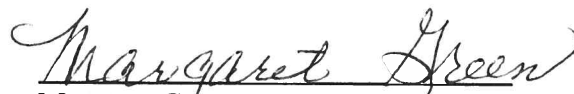
PASSED AND APPROVED on First Reading this 28th day of December, 2009.

FINALLY PASSED AND APPROVED on this the 11th day of January, 2010.

ATTEST:

CITY OF RANGER, TEXAS



Troy E. Emery
City Secretary


Margaret Green
Mayor, City of Ranger

