

**TOWN OF LAKEWOOD VILLAGE
UTILITY ORDINANCE 15-10**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, REQUIRING WATER, SEWER AND GARBAGE COLLECITON SERVICES IN THE CORPORATE LIMITS OF THE TOWN AND WATER FOR PROPERTIES SERVICED BY THE TOWN OF LAKEWOOD VILLAGE IN THE EXTRA TERRITROIAL JURISDICTION OF THE TOWN OF LAKEWOOD VILLAGE; PROVIDING FOR REPEAL; PRESCRIBING CERTAIN POLICIES, RULES AND REGULATIONS IN CONNECTION THEREWITH; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, heretofore, the Town of Lakewood Village, Texas (“Town”), owns and operates water and sewer systems in and for the Town and portions of the Extra Territorial Jurisdiction (“ETJ”);

WHEREAS, the Town Council of the Town has found, determined and declares that it is necessary and expedient to prescribe certain policies, rules and regulations in connection herewith;

WHEREAS, the Town Council believes it is in the best interest of the citizens of the Town and ETJ to have the ability to impose a lien on eligible properties as a means of securing payment of delinquent bills; and

WHEREAS, Section 402.0025 of the Texas Local Government Code gives municipalities authority to impose a lien on certain owner’s property for delinquent bills for utility services;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, THAT:

Section 1: Findings

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2: Savings / Repealing Clause

Water / Wastewater Rates & Fees 12-13 and Solid Waste Rates 07-04 are hereby repealed in their entirety.

Section 3: Adoption

The Utility Ordinance attached hereto as Exhibit A is hereby adopted as the utility ordinance for the Town.

Section 4: Penalty Clause

A. Violation

A person who knowingly violates any provision of this chapter is guilty of separate offences for each day during which the violation is continued after notification.

B. Fine

Each offense is punishable by a fine of not more than two-thousand (\$2,000) nor less than two-hundred (\$200), imprisonment, or both. The minimum fine established in this paragraph shall be doubled for the second conviction of the same offense within any 24-month period and tripled for the third and subsequent convictions of the same offense within any 24-month period. At no time shall the minimum fine exceed the maximum fine established in this paragraph.

C. Legal Rights

The penal provision imposed under this Ordinance shall not preclude the Town of Lakewood Village from filing suit to enjoin the violation. The Town of Lakewood Village retains all legal rights and remedies available to it pursuant to local, state, and federal law.

Section 5: Severability

A. Unconstitutional or Invalid Section

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect.

B. Independent Sections

The Town hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and/or phrases be declared unconstitutional or invalid.

Section 6: Estoppel / Waiver

The failure of the Town to enforce any term or condition of this Ordinance shall not constitute a waiver or estoppel or any subsequent violation of this Ordinance.

Section 7: Effective Date

The amendments to this Ordinance shall become effective from and after its date of passage and publication as provided by law.

PASSED AND APPROVED by the Town Council of the Town of Lakewood Village, Texas this the 09 day of July, 2015.

Dr. Mark Vargus
Mayor

ATTEST:

Linda Asbell
Town Secretary, TRMC

Exhibit A



Utility Ordinance

Adopted: July 9, 2015



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SECTION 1: PROVISIONS

1.1. SERVICE REQUIRED

All properties within the corporate limits of the Town and properties in the ETJ which receive water service from the Town are required to comply with the Town’s Utility requirements.

1.1.1. Water

All water services within the areas covered by the Town’s Certificate of Convenience and Necessity (CCN) shall be provided by the Town. Water wells within in the Town’s corporate limits shall be prohibited.

1.1.2. Sewer

All wastewater services within the areas covered by the Town’s Certificate of Convenience and Necessity (CCN) shall be provided by the Town. Onsite sewage systems (e.g., septic, aerobic) are prohibited within the Town’s corporate limits.

1.1.3. Garbage Collection

All properties within the corporate limits of the Town are required to receive garbage collection services from the firm contracted by the Town.

1.1.4. Water Exception

Lakefront properties with permission from the City of Dallas and consent permits issued by the United States Corps of Engineers may obtain water from Lewisville Lake for the purposes of irrigation only.

1.1.5. No Free Service

No free water, sewer or garbage collection services shall be provided to any person, firm or corporation.

1.2. UTILITY ACCOUNT

1.2.1. Initiation of Service

Customers who wish to open a utility account with the Town shall complete an application form. If the applicant has outstanding delinquent accounts with other municipal utilities, as a condition of new service, the Town may require proof of payment. The Town may also provide information on delinquent accounts to other utilities as provided by law and in accordance with relevant inter-local agreements.

1.2.2. Deposit

A deposit in the amount prescribed in the Consolidated Fee Ordinance shall be held by the Town until the account is closed by the customer. The Town shall not pay interest on money held for deposit. The deposit is due with the submission of the account application.

1.2.3. Termination of Service

The deposit shall be applied to unpaid balances upon termination of service. If the balance is less than the balance, the remainder shall be refunded to the customer by means of:

- 1) A refund check available for pickup at Town hall during normal business hours; or
- 2) Forwarding to the customer via USPS with an address provided by the customer.

If a deposit refund is unclaimed after one year, then the amount shall become property of the Town.

1.3. UTILITY TAPS

1.3.1. Existing Service Area

Only with properly issued permits, a licensed plumber contractor that is registered with the Town shall perform all work connecting to the Town utilities. No plumber or person, except an employee or agent of the Town, will be allowed to tap any street main or pipes belonging to the Town or do any work in the street or public grounds in connection with the laying of street service connections and in connection with their mains without the consent of the Town.

1.3.2. Future Service Area

The cost of extending service lines to property outside of the existing service area shall be at the expense of the property owner and/or customer.

1.3.3. Meter Specifications

One (1) inch meters shall be prohibited on water mains less than six (6) inches in diameter.

1.3.4. Irrigation

Any irrigation system that is connected to the potable water supply shall be connected through a backflow prevention method approved by the Texas Commission on Environmental Quality (TCEQ). The backflow prevention device shall be approved by the American Society of Sanitary Engineers, the Foundation for Cross-Connection Control and Hydraulic Research or the Uniform Plumbing Code.

The backflow prevention device shall be tested by a licensed Backflow Prevention Assembly Tester prior to being placed into service and the test results provided to the Building Inspector within ten (10) days of test.

All new irrigation systems shall include an isolation valve between the water meter and the backflow prevention device. There shall be no interconnection between Irrigation lines drawing non-potable water directly from the lake with the Town's municipal water supply.

1.3.5. Inspections

Inspections shall be performed by the Building Inspector in accordance with the requirements defined in the Residential and/or Building Codes adopted and amended by the Town.

The property owner shall be responsible for fees associated with the required inspections and re-inspections as established in the Town's Fee Ordinance.

1.3.6. Damaged Utilities

The property owner and/or agent employed by a property owner shall be financially responsible for all costs incurred with the repair and/or replacement of damaged utilities that are attributed to actions of the owner and/or agent.

1.3.7. Fees

Applicable tap and/or impact fees are established in the Town's Consolidated Fee Ordinance.

1.4. BILLING PROCEDURES

1.4.1. Meter Reading

The Town shall read all water meters once each month and render a combined monthly utility bill for water, sewer and garbage collection services. The Town will make every effort to read meters within one day of the fifteenth of each month. Due dates for each bill shall be the fifth day of the subsequent month with a penalty established in the Consolidated Fees Ordinance for payments received on or after the sixth day of the month.

1.4.2. Deferred Payment Plans

If requested by the customer, the Town shall offer a deferred payment plan to any residential customer if the owed amount is in excess of three (3) times the average monthly bill for that customer for period of twelve (12) months and if the customer has not been issued any disconnection notices at any time during the previous twelve (12) months. A deferred payment plan may include a one-time finance charge that shall not exceed ten (10) percent of the gross water charges.

1.4.3. USPS Mail Delivery

Failure to receive the monthly bill via the US Postal Service does not alleviate the customer's responsibility to pay the bill on time. Billing information may be obtained and payments made at Town Hall during regular business hours.

1.5. DISCONTINUATION OF SERVICE

1.5.1. Failure to Pay

The Town may discontinue water service by means of locking the water meter for failure to pay an outstanding balance within forty-five (45) days from the date the bill was mailed to the customer or when an overdue balance exceeds the deposit.

1.5.2. Dishonored Checks/Debit or Credit Charges

Payments dishonored by banking institution shall constitute non-payment and water service shall remain discontinued.

1.5.3. Resumption of Service

The outstanding account balance, reconnect fees and any other applicable fees shall be paid in full prior to service being restored.

1.5.4. Liens

The Town may file a lien against the real property to which service was provided when delinquent charges imposed by this ordinance remain unpaid. The lien shall include and secure the delinquent charges, penalties, collection and interest costs. The Town shall perfect the lien by filing a notice of lien containing a legal description of the property and the utility account number for the delinquent charges in the real property records of Denton County.

Exceptions to the lien process:

- 1) The lien shall not apply to outstanding balances for service connected in a tenant's name after notice by the property owner the property is rented;
- 2) The lien shall not apply to homesteaded properties; and
- 3) The lien shall be filed a minimum of fifteen (15) days after service has been discontinued.

1.6. WATER SERVICE

1.6.1. Construction / Maintenance

The Town reserves the right at any time to temporarily interrupt water service for the purpose of cleaning, repairing, connecting or extending service connections. When possible, the Town will provide notice of planned service outages and areas affected.

1.6.2. Indemnity of Town

The Town shall not be liable for any damages as result of leaks or breaks of plumbing on any privately owned property.

1.6.3. Pressure / Quantity

The Town does not guarantee a specified quantity, minimum water pressure or maximum water pressure to any connection made to the water system.

1.7. SUPPLEMENTAL SEWAGE BACKUP INSURANCE

The Town of Lakewood Village, for the benefit of the citizens, currently provides for supplemental sewage backup insurance. This insurance is provided for citizens through the Town's insurance carrier. Citizens may utilize this insurance coverage in the event of a sewage backup within a town sewer line that causes damage to the citizen's private property. In order to benefit from this insurance coverage the citizen must pay any deductibles associated with the claim. This ordinance does not require the Town to maintain supplemental sewage backup insurance and the Town may discontinue the coverage at any time and without prior notice to the public.

1.8. EASEMENT REQUIRED

Where recorded public utility easements on the service applicant's property do not exist or public road right-of-way easements are not available to access the applicant's property, the Town may require the applicant to provide it with a permanent recorded public utility easement, on and across the applicant's real property sufficient to provide service to that applicant. Such easement(s) shall not be used for the

construction of production, storage, transmission or pressure facilities unless they are needed for adequate service to that applicant.

SECTION 2: DEFINITIONS

2.1. GENERAL

Terms which are used in this Ordinance and are not specifically defined shall be given their ordinary meaning, unless the context requires or suggests otherwise. In the case of ambiguity or uncertainty concerning the meaning of a particular term, whether or not defined, the Town staff shall have the authority to assign an interpretation which is consistent with the intent and purpose of this Ordinance, or an interpretation which is consistent with previous usage or interpretation.

2.2. WORDS OR TERMS DEFINED

Customer: a person or corporation that receives utility service from the Town.

Deferred Payment Plan: an agreement between the utility provider and a customer in which an outstanding bill shall be paid in installments.

System: the network of pipes that provide the supply of fresh water and the removal of waste water.



End of Exhibit A

ADOPTION AND SUMMARY OF AMENDMENTS

Ordinance Number	Date	Summary
15-10	July xx, 2015	<ul style="list-style-type: none">• Removed fees• Added authorized person to perform utility taps (1.3.1)• Added easement language (1.8)
12-13	May 17, 2012	<ul style="list-style-type: none">• Repealed
07-04	April 2, 2007	<ul style="list-style-type: none">• Repealed