

City of Cottonwood Shores, Texas

ORDINANCE 13001

**AN ORDINANCE OF THE CITY OF COTTONWOOD SHORES, BURNET COUNTY, TEXAS (the "City"), PROVIDING RULES, REGULATIONS AND REQUIREMENTS FOR WATER AND WASTEWATER SERVICE WITHIN THE JURISDICTION OF THE CITY; PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, PENALTIES, SEVERABILITY, APPENDIX A AND OTHER RELATED MATTERS.**

1) History

1. Ordinance No 042888-1A established regulations for the wastewater disposal via Septic systems;
2. Ordinance No. 092889-1A amended 042888-1A by adding inspection requirements;
3. Ordinance No. 022891-1A Amended all previous by defining terms of Maintenance and Repair;
4. Ordinance 031992 established Sewer System rates;
5. Ordinance No. 062493-1A regulated Sewer Connection and Land Acquisition by Eminent Domain;
6. Ordinance No. 111606 set increases in Service Deposits;
7. Ordinance No. 012491-1A regulated Maximum Flows or Discharges for Plumbing;
8. Ordinance No. 062091 established Water Service Fees and their Collection;
9. Ordinance No. 121991-A Set Water Vacation Rates;
10. Ordinance No. 062493-1B mandated Water and Sewer Connections;
11. Ordinance No. 041494 amended Water Service Fees and their Collection;
12. Ordinance No. 051195 amended Water Service Fees and their Collection;
13. Ordinance No. 101295 amended Water Service Fees and their Collection;
14. Ordinance No. 092106 set forth Landlord Deposit Accounts for Water and Wastewater Services;
15. Ordinance No. 122097 amended all previous regulating Water and Wastewater Services, Garbage Collection, Sewer System Fees and their Collection;
16. Ordinance No. 021998 amended Garbage Collection Fees, Sewer System Fees and their Collection;
17. Ordinance No. 031899 amended Garbage Collection Fees, Sewer System Fees and their Collection;
18. Ordinance No. 021501 established a Water I&S Fund;
19. Ordinance No. 041201-A amended Water Service and Sewer System Fees;
20. Ordinance No. 091604 amended Garbage Collection Fees, Sewer System Fees and their Collection;
21. Ordinance No. 091505-B amended Garbage Collection Fees, Sewer System Fees and their Collection;
22. Ordinance No. 062507 amended Wastewater and Solid Waste Rules;
23. Ordinance No. 062507-A amended Tap Fees, Garbage Collection Fees and Sewer System Fees and their Collection;
24. Ordinance No. 011008 amended to correct error of omission in the calculation of water as well as wastewater rates based on CPI and to reflect the resulting rate changes.
25. Amendment of Late Fee from 10% to \$10.00.
26. March 19, 2009 amended to clarify administrative issues and update rate schedules.
27. October 1, 2009 amended delinquent fees and grinder pump policy included.
28. November 9, 2009 amendment naming the 2 master meters. 1<sup>st</sup> being at Plaza del sol & 2<sup>nd</sup> at Bay Marine.
29. May 13, 2010 amended Water Service Fees and their Collection.
30. November 18, 2010, amendment to correct the second master meter being at LBJ Yacht Club instead of Bay Marina as originally voted on and to update cost of repair of damaged sewer clean out caps. Also added in conflicting ordinance section.
31. April 21, 2011, amended water/wastewater rates to .5% base rate.
32. May 5, 2011, amended line extensions for developers, change to strengthen meter tampering and access laws, strengthened the grinder pump risk pool rules, and changed service deposit rates for residential renters.
33. July 21, 2011 amended Exhibit 1, Section 3 Service Deposits, adding \$25.00 to each classification.
34. September 1, 2011, amended the grinder pump risk pool monthly fee from \$10.00 to \$15.00.
35. October 20, 2011, amended Ordinance number to 13001 for proper codification.

36. December 15, 2011, amended: At Risk Customers added; deposits increased, depending on risk assessment; amended the Grinder Pump Maintenance Fee to reflect that only the grinder pump would be covered by the pool and that the fee would be adjusted quarterly, removed percentages of participation; added the fee for on-demand payment processing; changed "Mayor's discretionary powers", to "Administrative Powers" and added the deviation clause.
37. January 11, 2012: Adjusted the rates to reflect the rounding-up as was intended by Council on May 13, 2010.
38. February 02, 2012: Adjusted Grinder Pump Maintenance Pool to reflect a \$20.00 monthly contribution.
39. July 5, 2012: Designate Landlord Deposits of \$100 and add to Exhibit I, Section 3, Service Deposits
40. July 19, 2012: Updated water rate usage cost per gallon with a 2,000 minimum usage; revised content eliminating grinder pump fund.
41. August 2, 2012: Updated Waste Water rates and dates
42. November 15, 2012: Amended Exhibit I, Section 5, Item D, adding Water Meter Consumption Audit and fee. Added definitions for Water Meter Test and Water Meter Audit.
43. April 18, 2013: Amended Exhibit I, Section 5, Item e) Billing rates for labor (and equipment).
44. June 20, 2013: Amended inconsistencies regarding water shutoff and clarified water usage billing rates.
45. January 2, 2014: Amended reconnect fees to re-establishment fees
46. March 20, 2014: Amended Tap Fees
47. April 17, 2014: Amended water rates for Commercial and Residential water service customers inside and outside the City
48. August 21, 2014: Amended to include Vacation rate info and sewer clean out cap repair charge
49. February 5, 2015: Amended to include graywater, LCRA surcharge and enforcement
50. April 2, 2015: Raised Water and Wastewater rates to CIP rate.
51. July 7, 2016: Added reimbursement of Fees and retention period
52. April 6, 2017: Amended water and wastewater rates

**Whereas**, the provision of Water and Wastewater Services within the jurisdiction of the City is necessary for the public health of the citizens of the City and the protection of the environment and natural resources of the City;

**Whereas**, the City provides, or causes to be provided, Water and Wastewater Service to all residences and businesses within the City limits and certain other properties located outside the City; and,

**Whereas**, the City desires to establish the rates and conditions under which Water and Waste water Service should be provided;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COTTONWOOD SHORES, TEXAS THAT:**

### **Article I. Authority and Definitions**

#### **Section 1. Authority.**

This ordinance is adopted pursuant to the policing powers and authority given general law cities by the constitution, codes and general laws of the State of Texas, including but not limited to Chapters 51 and 402 of the Tex. Loc. Gov't. Code, as amended.

#### **Section 2. Definitions.**

For the purposes of this ordinance, the following terms, phrases, words and their derivations shall have the meaning ascribed to them in this section; provided that, unless specifically defined below,

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words and/or phrases used in this ordinance shall be interpreted so as to give them the same meaning as they have in common usage, and so as to give this ordinance its most reasonable application.

- 1) **City** shall mean the City of Cottonwood Shores, Burnet County, Texas.
- 2) **City's Operator** shall mean the person, firm, corporation, Municipal Corporation or political subdivision which the City has designated to operate and maintain the City's Water and Wastewater facilities.
- 3) **Commercial Site** shall mean and include any establishment rendering a service or offering a product for sale to the public.
- 4) **Connection** shall mean the initial or first connection ("tap") or any subsequent additional connection of a residential or commercial site to the City's water facilities.
- 5) **Connect Fee** shall mean a nonrefundable fee assessed at the time of application for water service in addition to the Customer service account deposit.
- 6) **Consumer Price Index – Urban (CPI-U)** is a program by the Bureau of Labor Statistics that produces monthly data on changes in the prices paid by urban consumers for a representative basket of goods and services.
- 7) **Contractor** shall mean the person, corporation or partnership performing supply, collection and disposal services under contract with the City.
- 8) **Customer** shall mean shall mean the occupant of any residential or commercial or other unit or other property within the jurisdiction of the City, whether the owner, renter or lessee thereof who is or receiving or proposes to receive water and/or wastewater service from the City.
- 9) **Delinquent Bill** shall mean any Customer service bill not paid by the 20<sup>th</sup> day of any month.
- 10) **Delinquent Handling Fee** shall mean an administrative handling fee in addition to the service bill and late charge applicable to a Customer service account.
- 11) **Demand Factor** shall mean a factor used to multiply the base rate for water services to compensate for the additional demand put on the City's Water Facilities with meters larger than the standard ¾" meters installed for normal residential service.
- 12) **Due Date** shall mean on or before 8:00 a.m. on the 11<sup>th</sup> day of any month, or post marked by the 10<sup>th</sup> day of the month.
- 13) **Facilities** shall mean the Water and/or Wastewater Facilities of the City.
- 14) **Graywater** is defined as wastewater from: (1) showers; (2) bathtubs; (3) hand washing lavatories; (4) sinks that are not used for disposal of hazardous or toxic ingredients; (5) sinks not used for food preparation or disposal; and (6) clothes-washing machines.
- 15) **Grinder Pump System.** Individual lift station(s) located at any commercial building or residence, including but not limited to a pump, a tank, controls, a control panel, valves, piping, electric wiring and related facilities.

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- 16) **Hazardous Waste** shall mean waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency, TCEQ or other appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law, including but not limited to motor oil, gasoline, paint and Freon.
- 17) **Late Fee** shall mean a fee as set forth in Appendix A.7 assessed on any Customer service account not paid by the Due Date of the month in which a Customer service bill is due.
- 18) **Living Unit Equivalent ("LUE")** shall mean the flow volume of water and wastewater that is equivalent to the average requirements of one (1) Single Family Residential Unit served by a ¾" water meter, modified by the capacity of the water meter size actually installed.
- 19) **Past Due** shall mean the status of a Customer service account if payment for services is not at City Hall on or before the due date.
- 20) **Re-establishment Fee** shall be a fee assessed in addition to the service bill, Late Fee and Delinquent Handling Fee when a payment is received after initiation of the termination procedure (i.e., City Staff has initiated a work order to shut off a Customer's service, whether or not a service technician has been dispatched from City Hall to disconnect services for non-payment) and before services can be re-established.
- 21) **Residential Unit** shall mean a dwelling within the corporate limits or service area of the City intended for occupancy by a person or group of persons comprising not more than one (1) family. Duplex Residences and multifamily apartment complexes shall be deemed as Multiplex Residential. Each dwelling unit therein may be either individually metered or gang-metered as determined and agreed to with the Development Committee and City. A dwelling shall be deemed occupied when either water and/or electrical power services are being supplied thereto.
- 22) **Separate Connection** shall mean the individual metering facility for any residential, commercial or industrial unit for which City services have been connected, whether occupied or not.
- 23) **Service** shall mean the delivery of Water or collection of Wastewater for a Customer by the City.
- 24) **TCEQ** shall mean the Texas Commission on Environmental Quality.
- 25) **Wastewater** shall mean any waste or effluent collected by the City's Wastewater Facilities, together with such infiltration water as may be present.
- 26) **Wastewater Facilities** shall mean a facility for the collection, transport, disposal, and treatment of wastewater and any and all related appurtenances owned or/operate by the City.
- 27) **Water** shall mean water treated in the City's Water Facilities serving its Customers as potable water.

- 28) **Water Facilities shall mean** a facility for the transport and treatment of water and any water pumps and motors, storage and/or pressure tanks, booster pumps, controls, computer systems, pipelines, meters, and related appurtenances owned and/or operated by the City.
- 29) **Water Meter Test** shall mean a physical test of the meter to insure it is measuring properly.
- 30) **Water Meter Audit** shall mean providing data from an individual meter as to how much water flowed through meter per hour/day/month and to check the parameters of the meter head.

## **Article II. Water and Wastewater Service**

### Section 1. Mandatory Connection to City Water and Wastewater Facilities.

- 1) Except as otherwise provided in this ordinance, any building or structure within the corporate limits or service area of the City, shall be connected to the City Water and Wastewater Facilities by a connection dedicated solely to one residential or commercial site, whether or not the unit is occupied or in use for any purpose.
- 2) Each commercial site within the corporate limits or service area of the City shall be connected by separate connection to the City Water and/or Wastewater Facilities, as soon as the connection has been approved by the City, except as otherwise provided/approved by Council.
- 3) Any two or more single family residential units that are found to be using water service through a single meter shall be required to connect each individual unit by a separate connection to the City's Water Facilities within 30 days.
- 4) Any two or more residential units (unless an approved multi-plex unit) that are found to be discharging wastewater through a single connection to the City's Wastewater Facilities shall be required to connect each individual unit by a separate connection within 30 days.
- 5) Any source of wastewater, including Grinder Pump Systems, connected to the City's Wastewater Facilities, shall be approved by the City on a case-by-case basis.
- 6) Any residential unit within the corporate limits or service area of the City being served by a privately owned water well (effective 1/24/1993) shall be connected to the City's Water Facilities by a separate connection at such time as:
  - a) the water well fails to meet annual permit testing, TCEQ regulations, or any other laws of this State; or
  - b) upon a change in ownership of the property where the residential unit is located.
- 7) No one shall be permitted to provide Water and/or Wastewater services to another person or entity or to obtain Water except through a master meter as provided for herein.
- 8) Commercial establishments located within a single building and currently served by a master meter may continue to receive Water through such master meter as further outlined in Article III, Section 4.4.

- 9) Existence of a water well or septic tank on the premises does not exempt the premises from compliance with this Section.
- 10) Use of any property as a residence for any period exceeding 10 days without legal connection to the City's Facilities shall be cause for the City to pursue eviction proceeding against any person residing on the property in question.

Section 2. Application for Water and/or Wastewater Connection.

- 1) Any person desiring water service and/or wastewater service shall be required to complete an application for such service and pay such fees as set forth in Appendix A. No service shall be rendered until such fees are paid.
- 2) Owners that wish to lease their property may establish a Landlord's Service Account with the City to ensure continuity of Water and Wastewater service when such property is not occupied or upon change of tenants. The deposit will be as set forth in Section 3 of Appendix A. Service to the property shall automatically revert to the property owner's name upon termination of service by tenant.

Alternatively, landlords are required to notify the City of any change in occupant(s) by submitting a copy of the landlord/tenant agreement to the City.

Unless the property owner assumes responsibility for the payment of Service by setting up a Landlord's Service Account, the new occupant(s) is/are required to apply for Service and pay all applicable fees and deposits.

- 3) A Customer Service Inspection ("CSI") shall be required when a change of occupant(s) takes place following a period exceeding 2 years of occupancy by prior occupant.
- 4) Extension of Water and Wastewater Services.
  - a) In the event that a property owner wishes to build in an undeveloped area, all costs associated with extending Service to the property shall be payable in accordance with the fees set forth in Appendix A. The property owner shall pay estimated costs of extending Service prior to the start of any construction; any difference between the actual cost and the estimated cost for extension of Service shall be payable prior to connection.
  - b) Absent any other agreement for reimbursement of costs associated with extension of Services from the City, any property owner that has paid the cost of facilities required to extend Service shall be reimbursed for the costs incurred from any new connection made to the City's Facilities using those facilities based on a pro rata basis. Upon the expiration of 10 years after construction of the aforementioned facilities, there will be no reimbursement for additional connections.
  - c) Pro rata charges shall be collected prior to connection to the City's Facilities, unless otherwise agreed to by the City in writing. Any money received shall be reimbursed to the property owner that bore the cost of extension of necessary facilities within ten years.
  - d) All Water and Wastewater Facilities, excluding grinder pumps, shall be owned and operated by the City except the customer owns all facilities after the water meter, before the sewer intersection within the right of way, and is responsible for all costs and repairs thereto. No extension of the City's Facilities shall be accepted prior to review and approval of plans and

construction of facilities by the City. Any facilities accepted by the City shall have a minimum 1 year warranty on construction.

Section 3. Connections and Taps to Water and Wastewater Facilities.

- 1) Certification. Connections shall not be made to the City's Facilities until the City or a party designated by the City has certified that the respective system, or applicable portion thereof is adequate and operational. Water service shall not be provided to any residential or commercial site not in compliance with rules and regulations of the City, the TCEQ, and all other applicable laws of the State of Texas.
- 2) Right to Inspect. All non-residential connections to the City Wastewater Facilities and any source of commercial Wastewater shall be approved and inspected by the City prior to the discharge of such waste by such entity into the City's Facilities. The City shall maintain a right to inspect such connection at all times.
- 3) Unauthorized Connections. Unauthorized connections to the City's Facilities are prohibited. All unauthorized connections to the City's Facilities shall be terminated by the City at the expense of the owner of the property where the unauthorized connection is found.
- 4) Grease Traps. The City shall require grease traps and/or sampling ports for all non-residential connections that engage in food preparation or commercial activities that may create a chemical or grease discharge, i.e., carwashes, paint shops, etc. The City shall determine the necessity for a grease traps and/or sampling ports for non-residential connections not engaged in food preparation shall be determined on a case-by-case basis prior to connection of such to the City's Water and Wastewater Facilities.

The City is authorized to collect samples from grease traps and sampling ports for analysis to determine effective operation. If the City determines that the Wastewater introduced into the City's Wastewater Facilities does not meet the qualitative parameters set forth herein, the City shall require the offending Customer to immediately cease discharging until such time as the appropriate pre-treatment has been implemented or the Wastewater otherwise meets the qualitative parameters set forth herein in Appendix A, Paragraph 6.

- 5) Service Access. The City shall retain, unless specifically relinquished by what is commonly known as a lot combination, a 5 foot utility easement along all side and rear property lines within the City and designated building set back along the street side(s) of all lots according to plats of record of the subdivision sections of the City and the official City Map recorded at the Burnet County Clerk's office unless abandoned by the City.

Upon submission to the City of an application for connection to the City's Facilities, the applicant shall be deemed to have granted a permanent easement of ingress and egress to and from the meter or point of connection for such installation, maintenance, repair, to facilitate billing for services, or any other cause, as the City may deem necessary. Access to the City water meters shall be unobstructed at all times. If it is determined that access to the meter is has been obstructed and that the Customer is responsible for that obstruction, water usage will be estimated at five (5) times the base rate. Failure to provide such access for a consecutive period of three (3) months may result in a fine between \$50.00 and \$200.00 as determined by the judge, termination of services, the installation of an automatic reading meter at the Customer's expense, and/or other penalties as provided by law.

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- 6) City Property. All water meters, fittings, valves and related appurtenances installed by City personnel shall remain the property of the City. City maintenance of Water Facilities ends at the water meter. Maintenance of Wastewater Facilities ends at the tap or point of connection of the lateral line into the City Wastewater line. It is a violation to tamper with City Facilities. Those guilty of tampering will incur a minimum one hundred (\$100.00) dollar fine and up to two thousand (\$2000.00) dollar fine per occurrence. Additionally, any cost to repair damage to City property caused by the tampering will be charged to the owner.
- 7) Connections. All connections to Facilities shall be made by the City unless otherwise provided for by City Council. Dual or multiple connections to a single meter are prohibited. No person(s), other than those authorized by the City, shall be permitted to make any connections to the Facilities, except for emergency fire fighting purposes or emergency repairs.
- 8) Requirements for Connection and Tap Services. An application for Service must be completed in full and submitted to the City, with all applicable fees, subject to the following:
  - a) Information required with the application shall include:
    - i) a general description of the type of requested service with
    - ii) one (1) set of drawings showing details of the site plumbing, including the building plumbing, location, size and number of proposed connections to the City's facilities
  - b) The City operator or other party designated by the City shall make a best effort to review any application within 10 days of receipt by the City.
  - c) The City may request additional information before providing Service.
  - d) Customer shall be notified in writing in the event Service cannot be provided.
  - e) Failure to construct site plumbing on the Customer's side of the point of connection in accordance with approved drawings shall constitute a basis for denial of Service.
  - f) The City shall not be held responsible for project delays caused by the permitting process.
  - g) Fees paid with the application do not signify approval of an application and are refundable only in the event of the rejection of an application.
  - h) Incomplete applications will not be considered.
- 9) Water Conservation Provisions.
  - a) All new construction, whether residential or otherwise, shall use plumbing fixtures which are compatible with the plans of the Texas Water Development Board (TWDB) and/or the Texas Commission on Environmental Quality (TCEQ).
  - b) The City shall be supplied with a schedule of fixtures to be incorporated in all new construction and manufacturers or laboratory certification that the fixtures meet the conservation criteria set forth herein.



- c) All Service to new connections, subsequent to the adoption of this Ordinance, are subject and conditioned upon compliance with these provisions.

10) Wastewater Facilities Maintenance.

- a) Wastewater Clean-Out (the "Clean-Out"). All Customers are responsible for keeping the Clean-Out located on their property free of obstructions.
  - i. The City shall be responsible for keeping Wastewater Facilities clear from the Clean-Out located in the utility easement through the main Wastewater line.
  - ii. The maintenance of the Clean-Out and Grinder Pump System lids are the property owner's responsibility. If a property owner reports a Clean-Out to the City, they will receive a free replacement. If damage is detected by the City, a charge for labor and materials shall be assessed to replace any damaged Clean-Out Caps. (see Appendix A). Any lids to Grinder Pump Systems that are below surface grade shall be protected from storm water infiltration.
- b) Grinder Pump Systems. Certain areas within the City may require the installation of a Grinder Pump System to assist in the transport of wastewater into the City's Facilities.
  - i. Property owners are responsible for the cost of purchasing, installation, labor, supplies, rental, repairs and maintenance, or other related expenses for Grinder Pump Systems. Property owners may elect to install one of the following 2 horsepower pumps: either an E1 or a Liberty Omnivore or equivalent.
  - ii. In emergency situations only, the City may repair a non-functioning unit, but the property owner will be charged the current hourly rate for labor, as well as for parts and materials. The Director of Public Works shall determine when an emergency situation exists.
  - iii. The property owner shall be responsible for the purchase and installation of new pumps at any new construction.
  - iv. The property owner shall be responsible for the costs of any ancillary equipment such as the tank, control panel or electrical wiring of grinder pumps. ~~such~~

Section 4. Interconnections and Graywater.

- a) Interconnections. Any interconnections or cross connection to the City's Facilities, whether directly or through the Customer's private system to another source of water or otherwise, is strictly prohibited. Customers shall maintain water connections and related appurtenances so as to avoid infiltration of any other substance into the City's Facilities. The City shall have access to all connections and related appurtenances to inspect for unauthorized connections upon notification.

The City reserves the right to immediately and without notice disconnect water services to any Customer who has been found to be interconnected or cross connected. Penalties shall be assessed as provided by law and as provided herein, in addition to any costs incurred by the City to repair any damage to the system.

- b) Graywater. Any discharge of graywater other than into the City's Wastewater Facilities, is prohibited and subject to penalties under all applicable State and Federal law unless otherwise provided for in this Section.

Graywater used for landscape irrigation is allowed through above-ground release provided that it is not visible from the street and/or through underground French Drain or other available technologies/methodologies (i.e., pressure dosed systems and others). Graywater systems plans must be reviewed by CWS Director of Public Works and approved by CWS Building Inspection Official in conjunction with new construction or remodel permitting procedures before installation.

### **Article III. Deposits, Rates and Fees for Service**

#### **Section 1. Application for Service.**

Each Customer desiring Service shall provide appropriate information for billing, accounting, and rate classification purposes in order to obtain such service and shall pay applicable fees, deposits, and monthly charges as set forth in this ordinance.

#### **Section 2. Connection Fees.**

- 1) Fees for connection to the City's Facilities are detailed in Appendix A. Connection fees may be amended from time to time, at the discretion of City Council, by applying the Standard Calculation for Living Unit Equivalents and the Consumer Price Index.
- 2) Appendix A provides minimum charges for connection fees. Additional charges may apply in the event additional cost of materials and labor are required as a result based of unforeseen site conditions on a Customer's property. Customers shall be made aware of these additional charges prior to any work and billed for any additional amounts owed with payment required prior to the connection of service unless otherwise agreed upon by the City Administrator.

#### **Section 3. Reimbursement of Applicable Fees.**

- 1) All utility service or tap fees collected by the City of Cottonwood Shores will be considered valid for a time period of eighteen (18) months from the date obtained. Any refund requests for utility service or tap fees not utilized within the eighteen (18) month period shall be reimbursed to the permit holder at 60% of the original amount paid.

#### **Section 4. Service Deposits.**

- 1) Each Customer shall pay a deposit as detailed in the Appendix A. Separate deposits are required for each active meter.
- 2) Deposits are refundable at the time service is terminated at the Customer's request, providing all monies owed to the City are paid in full.
  - a) If all or any portion of the Customer's bill is delinquent at the time the Customer requests termination of Service, the City shall apply any deposits as payment for delinquent amounts.
  - b) The City shall refund any remaining balance of the deposit to the Customer or shall bill such Customer for any sum(s) remaining past due.

Section 5. Determining Rates.

- 1) Water usage shall be calculated and billed as follows:
  - a) Residential and Commercial Customers shall be charged the applicable minimum monthly rate set forth in the Appendix A per account as long as such meter is connected.
  - b) The base charge shall be based for 2,000 gallons of water. Additional usage is billed in at rates set forth in Appendix A.
- 2) Wastewater usage for Residential and Commercial Customers shall be calculated and billed at a fixed rate as determined by the City Council and as may be amended from time to time.
- 3) Rates shall be determined by type of business and number of LUEs. Rates are recalculated annually on the basis of:
  - a) Water: Changes to water rates are determined by the Consumer Price Index – Urban (CPI-U), rounded up to the nearest nickel.
  - b) Wastewater: Changes to the wastewater rates are determined by:
    - i. the percentage increase in Consumer Price Index – Urban (CPI-U) as reported by the Bureau of Labor Statistics for the previous year, rounded up to the nearest nickel; or
    - ii. as necessary based on City Council’s determination of alternate criteria.
- 4) Nonresidential and Commercial Customer accounts and any account outside the corporate City limits are not averaged.
- 5) No free service or reduced rates for Service shall be allowed unless otherwise approved by the City Council.
- 6) Vacation rates: Should a residential Customer be away from the City for one (1) month or more, a request to have Service disconnected until they return will be allowed. Upon return, a \$25 re-establishment fee will be charged.
- 7) All Customers receiving Service shall be subject to the provisions of this Ordinance and shall be charged at the rates established herein.

Section 6. Lower Colorado River Authority ("LCRA") Fees

Due to the City's obligation to comply with LCRA rules and regulations, the City may impose additional charges based on fees that are charged to the City by the LCRA for any water used.

**Article IV. Billing, Payment for and Termination of Services**

Section 1. Billing and Payment for Services.

- 1) Bills for Services shall be mailed monthly on or before the 1<sup>st</sup> day of each month for the Service provided during the preceding service period.

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- 2) The billing date shall be the 1<sup>st</sup> day of the month and failure of the Customer to receive any such bill shall in no way relieve the Customer of the duty to pay for Services on or before the due date.
- 3) The bill shall, at a minimum, include the following information:
  - a) Date of meter reading;
  - b) The due date as the 10<sup>th</sup> of each month;
  - c) The notice that service is subject to disconnection if not paid by the 20<sup>th</sup> day of month at 1:00 p.m.
- 4) Payments shall be made in cash, by money order, cashier's check, or credit card (Visa, Master Card, or Discover) at the City.
- 5) Payments received at the City on or before 8:00 a.m. on the 11<sup>th</sup> day of the month or payments postmarked the 10<sup>th</sup> day of the month will be considered paid on time.
- 6) Any payments not meeting the criteria of Article IV, Section 1.5. shall be deemed past due and subject to additional charges as set forth in Appendix A.
- 7) The City reserves the right to charge a convenience fee to cover costs associated with processing credit cards.

### Section 2. Termination of Services and Related Charges.

- 1) Service is subject to termination at any time after 8:00 a.m. on the next workday following the 20<sup>th</sup> day of the month. The City's failure to shut off service as called for shall NOT negate its right to do so as long as a payment delinquency exists. If the day following the 20<sup>th</sup> is a holiday or a Saturday, termination will occur take the next business day.
- 2) There will be no notice of intent to disconnect sent to Customers. The notice on the bill is considered sufficient notice to the Customer of the consequence of nonpayment.
- 3) Delinquent accounts are subject to a delinquent handling fee, per Appendix A.
- 4) Once the City employee has received the notice of disconnect at 8:00 a.m. on the next workday following the 20<sup>th</sup> day of the month, and initiated the termination process, a fee for restoration of service, outlined in Appendix A, shall apply whether or not Services is actually terminated and before services can be restored.
- 5) Termination from nonpayment may be forestalled for 2 weeks 1 time per year by the Customer's execution of a promissory note. Such promissory note also carries a surcharge set forth in the Appendix A.

### Section 3. Administrative Powers.

- 1) If a request is presented to the City Administrator by a Customer and it is determined that infrequent and extenuating circumstances exist, an alternate special arrangement to pay may be made (i.e. by executing a promissory note).

- 2) Such special arrangements must be requested no later than 5:00 p.m. on the nineteenth (19th) day of the month.
- 3) Deviation from the rules of this Section shall be determined by the City Administrator.

**Section 4. Disposition of Delinquent Bills and Clarification of Rules.**

- 1) Customers with unpaid bills over 1 month past due without prior arrangements made for payment shall be mailed a written final warning to the Customer's mailing address before the balance owed, plus a collection fee, is turned over to a collection agency.
- 2) Balances remaining unpaid past 12 months shall be written off and reported to the City Council in the monthly financial statement.
- 3) Bills are mailed between the 20<sup>th</sup> and the last day of each month.
- 4) Bills are due and payable no later than 5 p.m. on the 10<sup>th</sup> of each month.
- 5) Payment received at City Hall on or before 8:00 a.m. on the 11<sup>th</sup> day of month or post marked by the 10<sup>th</sup> of the month count as paid on time.
- 6) Payment must be received at City Hall by 1:00 p.m. on the 20<sup>th</sup> day of the month, regardless of means of delivery, to avoid shut-off of services.
- 7) After 1:00 p.m. on the 20<sup>th</sup> day of the month, the account incurs the delinquent handling fee outlined in Appendix A, in addition to the amount owed and including the late charges.
- 8) After the City has begun termination (generally at 8:00 a.m. on the next workday following the 20<sup>th</sup> day of the month, but based on workload, time permitting), any applicable late charges and re-establishment fees, as outlined in Appendix A, shall be due.
- 9) Alternate payment arrangements shall be considered until 5:00 p.m. on the 19<sup>th</sup> day of each month.

**Article V. WATER THEFT**

The following schedule of penalties for the theft or unauthorized use of water by any residential, commercial or temporary water user as defined in this Order shall be assessed:

- |                 |   |
|-----------------|---|
| First Offense:  | \$1,500 plus the cost of the water taken and attorneys' fees. |
| Second Offense: | \$2,500 plus the cost of the water taken and attorneys' fees. |
| Third Offense:  | \$5,000 plus the cost of the water taken and attorneys' fees. |

**Article VI. Penalties**

**Section 1.** Civil and criminal penalties. The City shall have the power to administer and enforce the provisions of this article as may be required by governing law. Any person violating any provision of this article is subject to suit for injunctive relief as well as prosecution for criminal violations. Any violation of this article is hereby declared to be a nuisance.

Section 2. Criminal prosecution. Any person violating any provision of this article shall, upon conviction, be fined a sum not exceeding five hundred dollars (\$500.00), except as may be otherwise expressly provided herein or by State law. Each day that a provision of this article is violated shall constitute a separate offense. An offense under this article is a misdemeanor.

Section 3. Civil remedies. Nothing in this article shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this article and to seek remedies as allowed by law, including, but not limited to the following:

- (1) Injunctive relief to prevent specific conduct that violates this Ordinance or to require specific conduct that is necessary for compliance with this Ordinance;
- (2) A civil penalty up to \$2,000.00 a day when it is shown that the defendant was actually notified of the provisions of this Ordinance and after receiving notice committed acts in violation of this Ordinance, failed to take action necessary for compliance with this Ordinance; and
- (3) Other available relief.

#### **Article V. Appeal**

Any determination by the City, regarding the terms and provisions of this Ordinance may be appealed to the City Board of Adjustment and Appeals which shall conduct a hearing on the matter as prescribed by Texas Local Government Code.

#### **Article VI. General Provisions**

Section 1. Damages to City Facilities.

- 1) No person other than a duly authorized agent of the City shall work on the meter box, meter, water service line, wastewater service line, or other Water or Wastewater Facilities.
- 2) The City reserves the right to immediately and without notice remove the meter or shut off water service to any Customer and assess damages as necessary or advisable to protect the public health or the operation and function of the City's Facilities when apparent damage is occurring to the City system.
- 3) The City further reserves the right and authority to proceed immediately and without notice to shut off or to repair, when and as necessary and appropriate, any pipe, line or other appurtenance connected to the City Facilities if damage or leaks occur, and if such repair is made to any such line, pipe, or other facilities owned by the Customer or private property owner to assess the actual costs of repair to the Customer who owns or controls such property.

Section 2. Notification of Construction.

- 1) The City requires notification prior to the commencement of any construction activity on any City easement so that the City may identify the location of any City Facilities.
- 2) Charges will be assessed if City Facilities are damaged as a result of digging, excavation, planting, etc done with the City's easement.

## ORIGINAL

- 3) Any charges assessed for damages to City Facilities are payable within 30 days from the date of invoice.
  - a) If not paid within 30 days from date of invoice, the City reserves the right to immediately and without notice remove the meter or terminate Service to any Customer responsible for any damages to District Facilities until all repairs have been paid in full.
  - b) Labor charges, equipment and supplies shall be billed as set forth in Appendix A, Section 5.e or 7.g, as applicable.

### Section 3. No service guarantee.

- 1) Customers are not guaranteed a specific quality, volume or pressure of water except as mandated by Federal and State law.
- 2) Wastewater volume capacities are not guaranteed.
- 3) In no instance shall the City be liable for inability, failure or refusal to furnish water or wastewater services or for any interruption of such services as a result of causes outside of City influence or control.

### Section 4. Effective date.

This Ordinance shall be in full force and effect from and after publication of the caption in the manner and for the time provided by the Texas Local Government Code.

### Section 5. Conflicting Ordinances.

All ordinances or parts of ordinances in conflict with this ordinance are hereby amended to the extent of such conflict and shall hereinafter read and be interpreted as provided herein. To the extent necessary to accomplish the purposes of this ordinance any term, condition or provision of any other ordinance of the City that is in conflict herewith is hereby repealed to the extent of such conflict.

### Section 6. Severability.

- 1) It is hereby declared to be the intention of the that the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable and if any phrase, sentence, paragraph, or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and Sections of this ordinance since the same would have been enacted by the without the incorporation in this ordinance of any such invalid phrase, clause, sentence, paragraph, or Section.
- 2) If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given without the invalid provision and, to this end, the provisions of this ordinance are declared to be severable.

**AMENDED ORDINANCE PASSED THE 7<sup>TH</sup> DAY OF JULY, 2016, AT A MEETING OF THE CITY COUNCIL OF THE CITY OF COTTONWOOD SHORES, TEXAS, THERE BEING A QUORUM PRESENT, BY 3 YEAS, 0 NAYS AND 0 ABSTAINS.**

ORIGINAL

  
Donald Ort, Mayor



Attest:

  
Sheila C. Moore  
City Administrator/City Secretary



**APPENDIX A**

**1. TAP FEES:**

Type of Service	Meter Type	Inside City \$	Outside City \$	Demand Factor
Water-Residential	¾"	1,500.00	2,000.00	0
Water-Residential	1"	2,000.00	2,500.00	1.2
Water-Residential	2"	3,000.00	4,000.00	1.6
Water-Commercial	¾"	1,500.00	2,000.00	0
Water-Commercial	1"	2,000.00	2,500.00	1.2
Water-Commercial	2"	3,000.00	4,000.00	1.6
Wastewater-Residential	-	1,500.00	2,500.00	

The above fees represent minimums which may be exceeded due to site conditions.

Construction of additional lines required will be billed at the following rates:

Pipe Size (Inches)	\$/Lin. Foot
2	3.50
4	5.00
6	6.50
8	8.00

When additional pipe must cross a road for a connection, the following fees apply:

Dirt Road: \$400.00  
 Paved Road: \$800.00

**2. Water Service Rates (Effective May 1, 2017).**

**Base Rate:**

Tier	Residential	Residential	Commercial	Commercial
Gallons	Inside City - \$	Outside City - \$	Inside City - \$	Outside City - \$
Up to 2,000	37.00	56.20	55.40	65.30

**Usage Rates billed in addition to the Base Rate:**

Tier	Residential	Residential	Commercial	Commercial
Gallons*	Inside City - \$ (per 1000)	Outside City - \$ (per 1000)	Inside City - \$ (per 1000)	Outside City - \$ (per 1000)

2,001 - 5,000	6.45	8.30	6.95	8.30
5,001 - 8,000	7.35	9.15	7.70	9.15
8,001 +	7.85	10.05	8.20	10.05

**3. Service Deposits**

<b>Connection</b>	<b>Inside City Limits</b>	<b>Outside City Limits</b>
Residential Owners	\$225.00	\$250.00
Residential Renters	\$325.00	\$350.00
Commercial	\$250.00	\$275.00
Landlord	\$100.00	\$100.00

**4. Standard Calculation of Living Unit Equivalent ("LUE")**

- a) A single-family residence shall always be considered as one (1) LUE.
- b) ¾" water meters are commonly used in residential taps and are used as reference in this calculation.
- c) Meter size/capacity shall be used to determine the number of LUEs for any connection.
- d) The number of LUEs other than single-family residences will be determined by the ratio of the installed water meter size to the capacity of a three-quarter-inch meter.
- e) If a water meter smaller than ¾" is installed, the connection shall be considered 1 LUE.
- f) Meter sizes and their corresponding LUEs shown in the table below.

<b>Water Meter Size (inches)</b>	<b>Number of LUEs</b>
¾	1.00
1	1.65
2	5.30
4	20.00

- g) The number of LUEs indicated in the above table shall be used to calculate the connection costs for both water and wastewater, except in the case of meters installed only for sprinkler systems or meters installed for improvements that are not served by the City's Wastewater Facilities.
- h) Wastewater service rates are based on a fixed rate, based on potable water usage, effective May 1, 2017, as follows:

<b>Service Type</b>	<b>Potable Water Usage, Gallons</b>	<b>Inside City</b>	<b>Outside City</b>
Residential	0 - 9,999	49.46	60.83
Residential	10,000 +	11.40*	11.40*
Commercial	0 - 9,999	60.83	72.20
Commercial	10,000 +	11.40*	11.40*

\*Monthly Excessive Use Surcharge

**5) Special Rates:**

2,001 - 5,000	6.45	8.30	6.95	8.30
5,001 - 8,000	7.35	9.15	7.70	9.15
8,001 +	7.85	10.05	8.20	10.05

**3. Service Deposits**

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- e) If a water meter smaller than ¾" is installed, the connection shall be considered 1 LUE.
- f) Meter sizes and their corresponding LUEs shown in the table below.

Water Meter Size (inches)	Number of LUEs
¾	1.00
1	1.65
2	5.30
4	20.00

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Residential	10,000 +	11.40*	11.40*
Commercial	0 - 9,999	60.83	72.20
Commercial	10,000 +	11.40*	11.40*

\*Monthly Excessive Use Surcharge

**5) Special Rates:**

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- a) Two-Week Clean-Up \$75.00 (does not require a deposit) - includes 2-week water & wastewater service, and a maximum of 2,000 gallons of water volume. Additional volume used will be billed additionally, at the prevailing rate.
- b) The minimum monthly charge for each business, office, commercial site, or entity served by the master water meter, without regard for the number of units actually occupied shall be \$49.25 up to 2,000 gal and \$3.95 per 1,000 gal thereafter for inside City, and \$57.90 up to 2,000 gal and \$4.75 per 1000 gal thereafter for outside City.
- c) A water meter test or water meter consumption audit shall be performed at the request of the Customer:
  - i) Water Meter Test
    - a. If the water meter is found to be registering over 101% (fast), there will be no charge for the test.
    - b. If found to be registering less than 101%, the Customer will be billed \$50.00 for the testing service.
  - ii) Water Consumption Audit
    - a. If the water meter consumption audit indicates an error in the water usage, there will be no charge for the audit.
    - b. If the consumption audit indicates the correct usage was registered, the Customer will be billed \$50.00 for the audit.
- d) Billing rate for emergency labor and equipment in relationship to water and wastewater issues (Customer side of the meter):
  - i) Straight time (during normal work hours): \$40.00/hr., per person.
  - ii) **For Emergencies Only:** Overtime (outside of normal work hours incl. weekends & holidays): \$60.00/hr., per person.
  - iii) Heavy equipment charge (i.e. backhoe): \$100.00/hr., (includes authorized City operator) minimum one (1) hour.
  - iv) Non-payment of labor and equipment fees: If fees are not paid within 30 days of billing date, the City reserves the right to, immediately and without notice, place a lien on relevant property plus charge for any associated court costs and/or filing fees.
- 6) Items prohibited from disposal through the Wastewater Facilities, including but not limited to, are:
  - a) Glass, metal, wood, seafood shells
  - b) Papers, socks, rags, feminine hygiene, or cloth of any kind
  - c) Plastic objects (toys, eating utensils, etc.)
  - d) Any strong chemical, toxic, caustic, or poisonous substance
  - e) Degreasing solvents
  - f) Any explosive or flammable material
  - g) Gasoline, kerosene, fuel oil, paint thinner, and antifreeze
  - h) Lubricating oil or grease
  - i) Cooking fat (lard, oil, grease)

- j) Hair clippings or dental floss
- 7) Penalties, Late - Connect - Disconnect - Shutoff - and Surcharges
- a) Promissory Notes Charge: \$25.00.
  - b) Delinquent Handling Fee: \$25.00 (Payments received after the shutoff date and time (20<sup>th</sup> @ 1:00 p.m.) but before a shutoff has been initiated)
  - c) Collection fee: \$30.00.
  - d) Service Re-establishment Fee: (payable after 8:00 a.m. on the next workday following the 20<sup>th</sup> day of the month and/or before re-establishment) \$45.00
  - e) Damage done to City's Facilities shall be billed at 1.35 times the prevailing rates for labor, materials and equipment.
  - f) Late Charge due if paying in full after the 10<sup>th</sup> day but before the 20<sup>th</sup> day of any month: \$10.00 added to the amount of the utility bill.
  - g) Repair costs caused by Customers (on the City side of the meter):
    - i) Labor charges - Regular Time for repairs needed during normal business hours:
    - ii) 200% of regular time for repairs after 5:00 p.m. and on weekends and holidays:
    - iii) Equipment and supplies rental: Actual cost to City.
  - h) If not paid within 10 days from date of invoice, the City reserves the right to immediately and without notice remove the meter or shut off water service until all repair charges including the delinquent handling and re-establishment fees are paid in full.