

AN ORDINANCE GRANTING TO PEDERNALES ELECTRIC COOPERATIVE, INC., ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC LIGHT, HEAT AND POWER FRANCHISE, REPEALING ALL PREVIOUS ORDINANCES OF THE TOWN OF UHLAND, TEXAS, GRANTING A FRANCHISE FOR SUCH PURPOSE.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF UHLAND, TEXAS:

Section 1. That there is hereby granted to Pedernales Electric Cooperative, Inc., its successors and assigns (herein called "Grantee"), the right, privilege and franchise until June 1, 2005, to construct, maintain and operate in the present and future streets, alleys, and public places of the Town of Uhlend, Texas, and its successors, electric light and power lines, with all necessary or desirable appurtenances (including underground conduits, poles, wires, transmission lines and other structures and telephone lines for its own use), for the purpose of supplying electricity to the said Town, the inhabitants thereof, and persons and corporations beyond the limits thereof, for light, heat, power and other related purposes.

Section 2. Poles, structures and other appurtenances shall be so erected and maintained as not to interfere unreasonably with traffic over streets and alleys. The location of all poles, conduits and other structures shall be fixed under the supervision of the Board of Aldermen of the Town of Uhlend, or to such official or committee to which it may lawfully delegate such authority, or the successors thereto, but <sup>not</sup> so as to interfere unreasonably with the proper operation of said lines.

Section 3. The service furnished hereunder to said Town and its inhabitants shall be first class in all respects considering all circumstances, and shall be subject to such reasonable rules and regulations as Grantee may make from time to time; and shall be subject to such reasonable regulations, promulgated in a lawful manner, as may be imposed by proper authority of said Town. e Grantee may require reasonable security for the payment of its bills.

Section 4. The Grantee shall hold the Town harmless from all expense or liability for any act or neglect of the Grantee hereunder.

Section 5. That on the 31st day of December, 1985, and annually thereafter on December 31 of each succeeding year for the life of this franchise, Grantee, its successors and assigns, shall pay to the Town of Uhlend a sum equal to two percent (2%) of its gross revenue received from the sale of electric power and energy, including fuel adjustment, by Grantee within the corporate limits of said Town for the preceding twelve months ending December 31, in full payment for the privilege of using and occupying the streets, highways, easements, alleys, parks and other public places in the Town of Uhlend whether as rental, supervision, and inspection charges, or otherwise, for twelve months preceding of the year for which payment is due.

Section 6. The Grantee shall file its written acceptance of this franchise within sixty (60) days after its passage and approval.

Section 7. This franchise is not exclusive, and nothing herein shall be construed so as to prevent the Town of Uhland from granting other like or similar rights and privileges to any other person, firm or corporation.

Section 8. When this ordinance shall have become effective, all previous ordinances of the Town of Uhland, Texas, granting a franchise to Pedernales Electric Cooperative, Inc. for electric light, heat and power purposes shall be repealed, and this ordinance shall be effective from and after the date of its passage.

Section 9. This franchise shall be a privilege to be held in personal trust by the original grantee, and cannot in any event be sold, transferred, leased, assigned or disposed of, in whole or in part, without prior consent of the Board of Aldermen of the Town; shall consent shall not be unreasonably withheld, however, the proposed Assignee must show financial responsibility and must agree to comply with this ordinance.

Section 10. In addition to all other rights and powers pertaining to the Town by virtue of this franchise or otherwise, the Town reserves the right to terminate this franchise and all rights and privileges of the Grantee hereunder in the event that the Grantee: (1) violates any provision of this franchise or any rule, order, of determination of the Town or Board of Aldermen made pursuant to this franchise, except where such violation is without knowledge or through excusable neglect. (2) Becomes insolvent, unable or unwilling to pay its debts, or is adjudged bankrupt. (3) Attempts to evade any of the provisions of this franchise, or practices any fraud or deceit upon the Town.

Such termination and cancellation shall be by ordinance duly adopted after thirty (30) days notice to the Grantee, and shall in no way affect any of the Town's rights under this franchise or any provisions of law. In the event that such termination and cancellation depends upon a finding of fact, such finding of fact as made by the Board of Aldermen or its lawful representative shall be conclusive. Provided, however, that before this franchise may be terminated and cancelled under this Section, the Grantee must be provided with an opportunity to be heard by the Board of Aldermen.

Section 11. Grantee shall pay to the said Town a percentage of gross receipts as set forth above; and if Grantee is paying a greater percentage to other Cities, Towns and Villages then the figure contained herein shall be adjusted upward to equal such percentage; such adjustment shall be reduced to writing and signed by the Mayor, or other authorized official of the Town, and by an authorized representative of Grantee.

PASSED AND APPROVED THIS 12th DAY OF AUGUST, 1985.

  
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Mayor

ATTEST:

  
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City Secretary

