

ORDINANCE NO. 2904


AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING ENTRY INTO AN AMENDMENT TO AN AGREEMENT BETWEEN THE SAID CITY AND SHADY GROVE WATER SUPPLY CORPORATION RELATING TO THE QUANTITY OF WATER RECEIVED FROM CITY UNDER SAID AGREEMENT AND THE PRICE AND TERMS THEREOF; AND, PROVIDING THAT SAID ORDINANCE SHALL TAKE EFFECT AND BE IN FULL FORCE IMMEDIATELY UPON ITS PASSAGE AND APPROVAL

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS:


SECTION 1. That the Mayor of the City of Greenville, Texas, be and he is hereby authorized and directed to execute, and the City Clerk of said City be, and she is hereby, authorized and directed to attest, for and on behalf of said City, a certain amendment to an agreement entered into on the 22nd day of October, 1981, by and between said City and Shady Grove Water Supply Corporation, which such amendment relates to the quantity of water received by said corporation from the City and the price and terms thereof, a copy of which said amendment being attached hereto marked Exhibit "A," and reference to which being here made for all purposes as if the same were copied in its entirety herein.

SECTION 2. This ordinance shall take effect and be in full force immediately upon its passage and approval, and it is so ordained.

PASSED AND APPROVED, this the 26th day of April, 1983.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:


  
\_\_\_\_\_  
City Attorney

EXHIBIT "A"

AMENDMENT TO AGREEMENT FOR PURCHASE OF WATER

STATE OF TEXAS )

COUNTY OF HUNT )

THIS AMENDMENT, to that Contract for the purchase of water entered into on the 22nd day of October, 1981 by and between the CITY OF GREENVILLE, TEXAS, a municipal corporation of Hunt County, Texas, acting under the laws of the State of Texas hereinafter called "City" and the Shady Grove Water Supply Corporation, in Hunt County, Texas, hereinafter called "Corporation" made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 1983 for purposes of amending Paragraph number one entitled "Quantity" and number six entitled "Price and Terms" of said contract:

W I T N E S S E T H

I.

Said paragraph number one is amended to read as follows:

1. QUANTITY. Subject to the further provisions hereof, City shall, during the period this contract shall remain in force and effect, tender and make available to Corporation for the uses aforesaid, and at the point of delivery hereinafter specified, treated water in the volume required by Corporation, provided that the maximum amount of water so required shall not exceed Three Hundred Thousand (300,000) gallons per day, with City reserving and having the right to limit the delivery of such water to a rate not exceeding Six Hundred (600) gallons per minute. City will use its best efforts to remain in a position to furnish water as herein contracted to be sold to Corporation, but its liabilities shall be limited in accordance with other conditions herein contained. In the event drought conditions create a shortage of water so that it becomes necessary for City to impose restrictions upon water usage upon its other customers, City may serve written notice upon Corporation and upon receipt of such notice corporation shall immediately impose the same restrictions with respect to the use of water upon its customers. City shall have the expressed right at such time to prohibit the use of water by Corporation's customers for the purpose of supplying livestock

water or watering lawns and gardens. In the event the total water supply available to City shall be insufficient to meet all of the needs of customers of City, and the customers of Corporation, the City may prohibit the use of water by Corporation's customers for any purpose other than purely domestic uses, as set out above, and then may pro rate the water available among the customers of City and Corporation. In the event of such shortage, Corporation shall be furnished water in the quantity which bears the same proportions to the total water available to City as the average amount of water used per day by Corporation bears to the average amount of water used per day by all other customers of City for the preceding thirty (30) day period. City shall use all means within its disposal to resume normal water supply to Corporation as quickly as possible.

II.

Said paragraph number six is amended to read:

6. PRICE and TERMS. The service to be performed under this contract by City consists of the readiness of the City to deliver to Corporation, upon its demand, water in accordance with the provisions of Section 1 hereof.

In return for such service, Corporation agrees to compensate City by payment of certain monthly sums of money for each of which said sums City agrees, if required by Corporation, to deliver all or so much thereof as Corporation may desire, of a certain corresponding volume of water as set forth below in the following schedule;

First 1,500 gallons	\$4.24
Next 3,500 gallons @1.34 per thousand	4.69
Next 5,000 gallons @1.23 per thousand	6.15
Next 5,000 gallons @1.10 per thousand	5.50
All additional, per thousand	1.00

Payment of the monthly service charge listed above shall be made each month by the Corporation to the City and shall be due and payable on or before the 10th day of the month following the service. City will have the right, as with its own customers, to discontinue water service upon the failure of Corporation to pay the monthly service charge on or before the 10th day of the month following the service.

In the event the City raises or lowers its minimum rate for metered service within the city limits of the City, then the above rate shall be automatically adjusted to reflect said change and the Corporation shall be notified within ten (10) days of such change.

IN WITNESS WHEREOF, the parties hereto, acting under authority in their respective governing bodies, have caused this amendment to said contract to be duly executed in several counterparts, each of which shall constitute an original, and to be affixed to said original contract all as of the day and year first above mentioned.

CITY OF GREENVILLE

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

SHADY GROVE WATER SUPPLY CORPORATION

By: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary