

CITY OF LOG CABIN
ORDINANCE 78X WATER/SEWER

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOG CABIN, TEXAS THAT ORDINANCE 78W SHALL BE UPDATED AND ORDINANCE 78X SHALL TAKE ITS PLACE AT THE DATE AND TIME AT WHICH IT WAS SIGNED BELOW AND SHALL READ AS FOLLOWS:

SECTION I: REQUIREMENTS AND POLICIES

Due to the welfare and safety concerns of the council for the Citizens of Log Cabin, it will be required that every inhabited family dwelling or business establishment inside the incorporated city limits of Log Cabin, regardless of ownership, have water and sewer service connected and turned on if services are available. It is also hereby declared anyone that lives outside the incorporated city limits and chooses to obtain water services from Log Cabin City Water department must also obtain Sewer services from Log Cabin City Sewer Department, where available.

All water and sewer services shall be furnished on a metered basis and a separate water meter shall be installed for each family dwelling, business establishment, or property served, i.e., there shall be no dual connection, or more than one user of water and sewer service on a single meter. No family dwelling, business establishment, or property served will have gray water, (water from sinks, bathtubs, washing machines) disposed of on said property.

The installation and/use of septic tanks is strictly prohibited within the city limits of Log Cabin. Existing septic tanks shall be removed or filled to render the tanks useless, in compliance with Texas Administrative Code §285.36 and any other applicable county, state, or federal regulation.

A. SERVICE REQUIREMENTS All persons or businesses receiving treated water from the City of Log Cabin, Texas shall pay a charge to cover all costs for providing this service. The following is required in order to obtain service: Completed Application, Valid Driver's License, deed of ownership of the property, and applicable deposits.

- 1. RENTAL PROPERTIES** The property owner will be responsible for keeping the water service in their name and also be responsible for the payment of the monthly bill, if renter fails to pay. **Should the owner of the property decide to sell, service at the residence will not be transferred to the new owner's name until such time as the bill for the previous owner is satisfied in full.**

Renters will need to provide a valid ID and an Alternate Billing Agreement, signed by the renter and property owner, to start an account. Renters will also need a copy of their lease agreement, and a certified copy of the property deed from Henderson County, obtained from the property owner.

- B. WATER TAPS** The one time tap fee for water service (in-side or out-side city limits) where adequate water mains exist shall be a minimum of one thousand seven hundred dollars (\$1,700.00) for ¾" inch meter and tap plus the cost of any deep taps, bores, or line extensions needed for each individual family residence, or business establishment, or property.

Each meter is considered a separate account and is treated as such regarding tap fees, deposit requirements, and monthly billing.

The property owner will be responsible for the maintenance of the water line from the individual family residence, business establishment or property to the property line or meter (known as the customer side). The property owner is responsible for tying into the tap in accordance with this ordinance and any applicable state or federal law.

- C. SEWER TAPS** The one-time sewer tap fee, where adequate sewer mains exist, shall be a minimum of two thousand nine hundred dollars (\$2,100) for 1.25" or 4" Gravity meter and tap plus the cost of any deep taps, bores, or line extensions needed for each individual family residence, business establishment, or property.

The property owner will be responsible for the maintenance of the sewer line from the individual family residence, business establishment or property to the property line or tap (known as the customer side). The property owner is responsible for tying into the tap in accordance with this ordinance and any applicable state or federal law.

If a property requires a grinder pump the property owner will be solely responsible for the installation and maintenance of the pump and all parts that are associated with it.

- D. DISCONNECTION FOR NON-PAYMENT** A water and sewer bill shall be delinquent if the current charges are not paid by the 10th of each month, in accordance with Section II.E.4, and thereafter shall automatically incur a late charge of twenty-five dollars (\$25.00). If a customer fails to make payment arrangements with department by the 21st day of the month, the City's water department shall promptly disconnect services. A reconnect fee of one hundred dollars (\$100.00) plus the full amount of the water bill shall be paid prior to reconnection of services. Reconnections will occur during City Hall business hours (Monday-Thursday 8:00am to 5:00pm).

E. DEPOSIT REFUND POLICY

Upon written notification from a resident that they want water disconnected, there will be a final meter reading taken. After the full account balance due has been deducted from the deposit, the remaining balance will be sent to the resident at the forwarding address provided within thirty (30) days of disconnect date, if any.

F. BILLING COMPLAINTS

In the event of a water billing complaint, the city's Water Department will arrange for a re-read of the water meter within 24 hours. If the meter reading is registering correctly, the customer will be notified and the billing amount due shall be considered correct. An additional trip fee, detailed in Section II.E.3 below, will be applied to the account.

If the meter proves to be malfunctioning, the city's Water Department shall have the meter replaced and the billing department shall adjust the customer's bill. The customer's bill shall be adjusted based on the annual computed average billed to the customer's account, less the disputed amount.

SECTION II: FEES

The following rates and regulations are hereby established and shall be enforced by the City of Log Cabin. **The City Council of Log Cabin shall evaluate rates annually and the rates may be increased, by ordinance, as appropriate taking into account for inflation, planned capital improvements/projects.**

A. BASE RATES

1. **WATER** – Base water rate, or monthly minimum, is determined by the size of the water meter, as follows:

Meters by Size	Base Rate/Monthly Min.
5/8" X 3/4"*	\$ 35.00
3/4"	\$ 70.50
1"	\$ 117.50
1-1/2"	\$ 235.00
2"	\$ 376.00

2. **SEWER** – Base sewer rate, or monthly minimum, is \$45.00 per connection.

B. USAGE RATES (Per Thousand)

Water – Base (<i>does not include first 1,000</i>)	See Above
Per thousand (0 to 1,000)	\$ 5.00
Per thousand (1,001 to 3,000)	\$ 9.00
Per thousand (3,001 to 6,000)	\$10.00
Per thousand (6,001 to 10,000)	\$11.00
Per thousand (10,001 to 20,000)	\$12.00
Per thousand (20,001 to 40,000)	\$13.00
Per thousand (40,001 and up)	\$14.00
Road (\$8.00) and Infrastructure (\$2.00)	\$10.00
Infrastructure (outside city limits)	\$10.00
Sewer – Base Rate per connection	See Above
Per thousand	\$5.39
Garbage	\$19.00
Trash Container, each (Optional)	\$5.28
Sales Tax of 8.25% collected for Garbage and Trash Containers, as applicable**	

**Sales Taxes and Reports will be remitted to the Texas State Comptroller, by the 20th of each month.

C. Water Tap (Ready for Customer Connection) ¾ inch \$1,700.00*

* does not include separate costs for bores, deep taps, or line extensions

D. Sewer Tap (Ready for Customer Connection) 1.25" or 4" Gravity \$2,100.00*

* does not include separate costs for bores, deep taps, or line extensions

E. MISCELLANEOUS RATES

1. DEPOSITS:

	Residential Owner	Residential Renter	Commercial
Water	\$200.00	\$325.00	\$275.00
Sewer	\$150.00	\$225.00	\$175.00

2. CONNECT FEES:

Connect Fee	\$50.00
Reconnect Fee	\$100.00

3. ADDITIONAL TRIP FEE: \$35.00 per trip to re-read meters or to shut off service.

For customer requests due to suspected inaccurate readings and it is determined after the re-read is performed that the meter is reading correctly, the additional fee will apply. If the meter is determined, after the re-read, to be malfunctioning or that there was a reading error, there will be no additional fee charged.

If the customer disputes the accuracy of the meter after an additional re-read, the Customer can request that the meter be pulled and sent to the nearest licensed laboratory for calibration testing. If requested, fifty percent (50%) of the amount currently due and all past due amount shall be paid prior to pulling the meter. Additionally, the costs of testing, including shipping and handling, will be paid by the customer prior to pulling the meter.

If the meter is defective, the city shall return monies paid for testing, including the shipping and handling, and will replace the customer's meter free of charge and the Board shall adjust the customer's account per Section I.F.

- 4. LATE FEE:** \$25.00; Water bills are due on the 10th of each month. Late fees will be assessed on payments made after the 10th unless the 10th falls on a holiday, Friday, Saturday, or Sunday. In those instances, late fees will be after 8:00am the next business day.
- 5. EXTENSION FEES:** \$35.00; **An Extension fee will be allowed if a resident is unable to pay their water bill by the 21st of the month and will only be for the month that is due. Residents must request this extension. There must be a zero balance for the previous months.** The extension will apply to the period between the 21st of the month to the 1st of the following month. If the bill has not been paid on or before the 1st of the following month, the water will be turned off and a reconnect fee of one hundred dollars (\$100.00) must be paid. If a resident moves and leaves an outstanding bill and then moves back into the city, they will not be allowed to have an extension on their water bill for one year from the date they move back into the city.
- 6. INSUFFICIENT FUNDS CHECK CHARGE:** \$45.00; Any customer who pays his/her utility bill with a check which is returned from the financial institution due to, but not limited to, insufficient funds and /or closed account shall be assessed a forty-five dollar (\$45.00) fee. If a check is returned unpaid due to the financial institution error, the financial institution

shall submit written verification of such error. In this situation, the fee shall be waived. Any customer who renders more than three (3) insufficient funds checks for payment of services shall be required to pay for all future services by cashier's check or money order.

7. **AFTER HOURS CALL OUT:** \$120.00; Service call outs/workorders occurring outside of City Hall operating hours, Monday-Friday 8:00-5:00pm, or on holidays, will incur a fee of \$120.00 if the problem is on the customer's side.
8. **CUSTOMER SERVICE INSPECTION (CSI):** \$150.00; Any person or persons who is in the process of building a new home, building or similar structure, performing major renovation (75% renovations or anything to do with plumbing), or existing service where contaminant hazards are suspected shall require a CSI before utilities are turned on and prior to occupancy or use of the building/structure. This is in accordance with TCEQ Title 30 of the Texas Administrative Code (30TAC) 290.46(j)(4). The State requires a CSI Inspection be performed and the document be filed with the City of Log Cabin Water Department. If the CSI Inspection is performed by an outside source other than Log Cabin Water Department Personnel, a copy of the source's plumber's license number and driver's license must accompany the form.
9. **CERTIFICATE OF OCCUPANCY (CO):** \$100.00; A Certificate of Occupancy is performed on: 1) any new construction or major renovation (75% renovations or anything to do with plumbing) of a home or building; 2) if a home/building has been vacant for more than 90 days; and/or 3) after a renter moves out/ before the next renter moves in prior to occupancy or use of the building/structure.
10. **BACKFLOW PREVENTION INSPECTION FEE:** \$125.00; Customers required to have a backflow prevention device, as determined by a CSI or upon the recommendation of the Water Department, must have an annual backflow prevention inspection to ensure compliance with Texas Commission on Environmental Quality regulations. Customers may hire their own license inspector and submit a copy of the inspector's completed BACKFLOW PREVENTION ASSEMBLY TEST AND MAINTENANCE REPORT prior to June of each year. Customers required to have the inspection that do not supply proof of inspection will have an inspection fee of \$125.00 added to their account and the Water Department will arrange for the inspection to be performed. Copies of the inspection will be mailed to customers, as applicable.
11. **TEMPORARY SERVICE (Limited to 72 hours and non-refundable)** **\$75.00; if services are available**

SECTION III: TERMS AND CONDITIONS

The User shall hold the City of Log Cabin ("City") harmless from any and all claims or demands for damage to real or personal property occurring upstream from the point the User ties on to the sewer line and downstream from the water meter. The City will cooperate with the User's Insurance Agency or company regarding such claims. Such assistance shall, in no manner, imply that the City has any liability or responsibility for damage to the Customer's property.

The User agrees to grant to the City an easement of right-of-way for the purpose of installing, maintaining and operating such pipe lines, meters, valves, and any other equipment which may be deemed necessary by the City and to not construct within said easement any structures, buildings, or other facilities that would interfere with the operation, repair, replacement, or removal of said pipe lines, meters, valves and other equipment.

The User shall be responsible for protection from damage of all lines and equipment owned by the City and installed on the property of the User. This will include, but is not limited to, meters, valves, water lines, and sewer lines. Damage will include stoppage caused by User flushing items into the sewer that cannot be conveyed by the system. Examples of these items are plastic bags, wash rags, towels, cat litter, saw dust, excess grease and any other type of solid waste that normally would be disposed of through garbage collection. Should User damage City equipment or fail to provide adequate protection, all costs of repair will be at the expense of the User.

If there is not a cut-off valve and/or vacuum breakers on the outside faucets, they will need to be installed before the Water Department will issue service.

SECTION IV: WATER BOARD

A. WATER BOARD

The purpose of the Water Board shall be to review and investigate all of the facts related to a customer dispute and to render a decision based on the findings. After a thorough review of all evidence presented, the Board reserves the right to exercise discretion and waive or adjust applicable fees in the best interest of the customer. Waivers or adjustments of fees are restricted to water services only and limited to either 10% of the related fee/s or the average of 3-month water billing cycle, whichever is greater.

The Water Board shall consist of the Public Works Superintendent, Water Clerk, two (2) citizens of Log Cabin, and a member of the Zoning and Building Standards Commission. The Board shall be chaired by the Water Clerk. If a majority decision cannot be reached, or the customer wishes, the issue will go to the City Council.

The Board shall meet as needed or by customer request at the City Hall Council Chambers. The Water clerk shall record the meeting. The Water Clerk provides all pertinent information regarding the customer's account. The customer shall provide any additional information for the Board to review.

B. WATER BOARD HEARING

A customer may request a Water Board Hearing for any water billing complaint at any time prior to the 10th of the month.

In the event the Water Clerk and customer cannot resolve a billing complaint, the Water Clerk shall automatically contact the Mayor and/or a City Councilperson to schedule a Water Board Hearing.

If the customer disputes the accuracy of the meter after an additional re-read, the Board can request that the customer's meter be pulled and sent to the nearest licensed laboratory for calibration testing. If requested, fifty percent (50%) of the amount currently due and all past due amount shall be paid prior

to pulling the meter. Additionally, the costs of testing, including shipping and handling, will be paid by the customer prior to pulling the meter.

If the meter is defective, the city shall return monies paid for testing, including the shipping and handling, and will replace the customer's meter free of charge and the Board shall adjust the customer's account per Section I.F.

If the customer is not present during the hearing, the Water Clerk shall notify the customer of the Water Board's decision. The customer shall have the right to appeal to the City Council within ten (10) business days of the Water Board's decision.

The City Council shall review the matters of the complaint and take action at the earliest scheduled Council meeting. The decision of the City Council shall be final.

SECTION V: RETAIL SERVICE AGREEMENT

- I. **PURPOSE.** The City of Log Cabin Water Department is responsible for protecting the drinking water supply from contamination or pollution which could result from improper system construction or configuration on the retail connection owner's side of the meter. The purpose of the service agreement is to notify each customer of the restrictions which are in place to provide this protection. The public water system enforces these restrictions to ensure the public health and welfare. Each retail customer must sign this agreement before the city of Log Cabin Water Department will begin service. In addition, when service of an existing retail connection has been suspended or terminated, the water system will not re-establish service unless it has a signed copy of this agreement.
- II. **RESTRICTIONS.** The following unacceptable practices are prohibited by State Regulations.
 - A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.
 - B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
 - C. No connection which allows water to be returned to the public drinking water supply is permitted.
 - D. No pipe or pipe fitting which contains more than 0.25% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.
 - E. No solder or flux which contains more the 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.
- III. **SERVICE AGREEMENT.** The following are the terms of the service agreement between the city of Log Cabin Water Department and _____ (the customer).
 - A. The Water/Wastewater System will maintain a copy of this agreement as long as the Customer and/or the premises is connected to the System.

- B. The customer shall allow his property to be inspected (CSI or CO) for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the Water System or its designated agent, prior to initiating new water service; when there is reason to believe that cross-connections or other potential contamination hazards exist; or after any major changes to the private water distribution facilities. The inspections shall be conducted during the Water System's normal business hours. See Ordinance 78 for more details.
 - C. The Water System shall notify the Customer in writing of any cross-connection or other potential contamination hazard which has been identified during the initial inspection or the periodic re-inspection.
 - D. The Customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on his premises.
- IV. **ENFORCEMENT.** If the Customer fails to comply with the terms of the Service Agreement, the Water System shall, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the customer.


CUSTOMER'S SIGNATURE: _____ DATE: _____

SECTION VI: VIOLATIONS AND PENALTIES

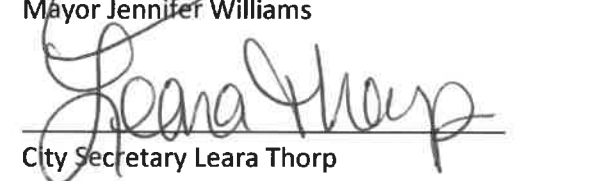
A water meter turned on or by-passed by any customer after being turned off for non-payment, or for which an account has not been established, will constitute a violation of this ordinance and is punishable as a Class C Misdemeanor, up to a Felony. For the purpose of this ordinance, by-passed will mean "causes to be diverted in whole, in part impairment or interruption of any public water supply, or causes to be diverted in whole, in part, or in manner, including installation or removal of any device for any such purpose of the ordinance, it shall be presumed that a person who is receiving any economic benefit of service being turned on or restored has knowingly turned on or by-passed the meter."

Any person who violates any of the provisions of this ordinance or other sections of this ordinance, shall be guilty of a Class C Misdemeanor, punishable by a fine up to \$500.00 for each violation, unless pre-empted by a State or Federal Law penalty provision. Each and every day that the provisions of this ordinance are violated shall constitute a separate and distinct offense.

PASSED AND APPROVED THIS THE 21st DAY OF SEPTEMBER 2023.



Mayor Jennifer Williams



City Secretary Leara Thorp