

WHEREAS, it is hereby found and determined by the City Council of the City that it is in the best interest of the City that a franchise be granted to the Cooperative, stating the agreement between the Cooperative and the City under which the Cooperative may use the streets, alleys and other public rights-of-way to maintain and construct its physical plant in the City; and

WHEREAS, the City Council finds that this Cooperative fully meets all the legal, character, financial, and technical qualifications, as well as all other qualifications necessary to assure adequate and reliable electric utility service is provided to its customers within the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HAWK COVE, TEXAS THAT:

SECTION. 1 DEFINITIONS

For the purpose of this Ordinance the following terms, phrases, words, abbreviations and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory, and "may" is permissive.

1. "Anniversary Date" shall mean the date on which this franchise is accepted by the Cooperative.
2. "City" shall mean the City of Hawk Cove, Texas, a general law municipal corporation.
3. "Electric System" shall mean the Cooperative's system of cables, wires, lines, poles, towers, anchors, guy wires, insulators, transformers, substations, conduits, ducts, and any associated equipment, or plant, or other facilities designed and constructed for the purpose of producing, transmitting or distributing electricity to or from customers or locations within the City, as the same now exists and may from time to time be placed, removed, constructed, reconstructed, extended and maintained.
4. "Cooperative" shall mean Farmers Electric Cooperative, Inc., a Texas corporation, its successors and assigns.
5. "Gross Receipts" shall mean the annual receipts collected by the Cooperative from its customers for the sale of electric energy to business and residential customers within the corporate boundaries of the City.
6. "Public Utility Commission Of Texas" or "PUC" shall mean that agency as presently constituted by the laws of the State of Texas, or any successor agency.

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ground shall conform to the basic standards of the National Electrical Safety Code, National Bureau of Standards, U.S. Department of Commerce, as promulgated at the time of erection thereof.

8. The Cooperative, its successors and assigns, is hereby granted the right, license, privilege and/or permission needed to trim or cut trees upon and overhanging the streets, avenues, alleys, roads, parkways, highways, sidewalks, rights-of-way, easements and other public grounds and places of the City, as necessary, in order to prevent the branches from coming into contact with the Cooperative's Electric System and to keep the rights-of-way, easements, and other public grounds and places clear and accessible for operations, maintenance and repair of the Cooperative's Electric System. The Cooperative shall be responsible for trimming any such tree, which may potentially interfere with the Cooperative's Electric System, located within the rights-of-way, easements and other public grounds and places being used by the Cooperative at the request of the City or its legally designated representative, and the City shall have the right to supervise and direct any such request. The City Council may, from time to time, pass ordinances regulating the trimming or removal of trees on or along City property, however, reasonable tree trimming and vegetation control by the Cooperative shall be allowed.

9. The Cooperative shall not place poles, towers or similar fixtures where the same will unduly interfere with any gas, electric, or telephone fixture, water hydrant or main, drainage facility or sanitary sewer, and all such poles, towers and similar facilities shall be placed in such manner as not to unreasonably interfere with the usual travel or use of the streets. or

10. Nothing contained in this franchise shall be construed to require or permit any pole or other type of attachments, not provided by the Cooperative, for electric light or power wires, communications facilities or for any other types of uses and facilities to be attached to the Cooperative's poles or other physical plant by the City, or for the City, nor to require or permit any electric light or power wires, communications facilities, or any other types of items and facilities not provided by the Cooperative to be placed in any duct in the Cooperative's conduit by the City or for the City. If the City, or any other third party, desires pole or any other type of attachments, uses and facilities, not provided by the Cooperative, for electric light or power wires, communications facilities or any other type of uses and facilities or if the City, or any other third party, desires to place electric light or power wires, communications facilities or any other type of items and facilities, not provided by the Cooperative, in any Cooperative duct, then a further separate, noncontingent agreement shall be prerequisite to such attachments or such use of any Cooperative pole, duct or other physical plant by the City, or any other third party.

SECTION 6. INDEMNIFICATION AND LIABILITY FOR DAMAGES

The Cooperative shall pay, and by its acceptance of this franchise specifically agrees that it will pay, the following:

1. All damages and penalties which the City, its officers, agents or employees, may legally be required to pay as a result of damages arising out of the installation, maintenance, or operation by it

SECTION 18. PASSAGE AND EFFECTIVE DATE

This franchise shall take effect and be in force immediately following its final passage and approval.

PASSED first reading this 14th day of ~~January~~ ^{FEB.}, A.D. 2002

APPROVED this 14th day of ~~January~~ ^{FEB.}, A.D. 2002

APPROVED:

Ava Havens
AVA HAVENS
Mayor of the City of Hawk Cove, Texas

ATTEST:

SEAL

Letta Gossky
City Secretary

ACCEPTANCE:

FARMERS ELECTRIC COOPERATIVE, INC.

By: Lawson White
Its: CEO

Address:
2000 Interstate 30 East (or) P.O. Box 6037
(Street Address)
Greenville, Texas 75403-6037
(City, State, Zip)

THE STATE OF TEXAS §
 §
COUNTY OF HUNT §

This instrument was acknowledged before me on the 26th day of February, 2002, by Lawson White, CEO of FARMERS ELECTRIC COOPERATIVE, INC., a Texas corporation, on behalf of said corporation.



DENISE DEEL, Notary Public
In and for the State of Texas
My Commission Expires 4/28/2004

Denise Deel
Notary Public Signature