

MINUTES OF AN ADJOURNED REGULAR MEETING
OF THE MAYOR AND CITY COUNCIL OF THE CITY
OF CORCOVA, ALABAMA, HELD ON THE 25th DAY
OF FEBRUARY, 1969.

①
106

The Mayor and City Council of the City of Cordova, Alabama convened in regular session at the City Hall in said City at 6:30 P.M., on Tuesday, February 25, 1969, pursuant to adjournment of the regular meeting held on February 18, 1969. The meeting was called to order by J. A. Poe, the Mayor of the City, and upon roll call the following were found to be present: Mayor Poe and Councilmen, Mrs. Bennie Fine, Clarence Franklin, J. Westley Short, Guy Tatum, and Rayborn Nations; absent: none. The Mayor presided as Chairman of the meeting and Mary M. Kelly, the City Clerk, acted as clerk thereof. The Chairman stated that a quorum was present and declared that the meeting was open for the transaction of business.

* * * *

Councilman Franklin introduced the following ordinance in writing, which was read to the meeting:

ORDINANCE NO. 201-69

AN ORDINANCE AUTHORIZING THE ISSUANCE OF ONE \$110,000 GENERAL OBLIGATION WARRANT OF THE CITY OF CORCOVA, ALABAMA, FOR THE PURPOSE OF RAISING FUNDS WITH WHICH TO PAY COSTS OF CONSTRUCTING A SEWAGE DISPOSAL PLANT

BE IT ORDAINED by the Mayor and City Council (herein together called "the Council") of the City of Cordova, Alabama (herein called "the City"), as follows:

Section 1. Findings. The Council has ascertained and found, and does hereby declare as follows:

(a) In order to provide adequate sewage disposal facilities for the City, it is necessary that the City construct a sewage disposal plant consisting of a sewage treatment plant together with an inter-connecting plant influent sewer, a plant out-fall sewer, access roadway a sewer lift station, and appurtenant cast iron, ductile iron and vitrified clay sewers (the said plant being herein called "the Disposal Plant") for the purpose of treating and disposing of sewage collected by the existing sanitary sewer system (herein called "the System") of the City; plans and specifications for the Disposal Plant having been prepared by Woodwin Engineers for the South, Inc, Birmingham, Alabama, consulting engineers for the City (herein called, "the Construction Engineering"); the estimated cost of the Disposal Plant is in excess of \$448,000; the council proposes to authorize, in addition to the warrant hereinafter authorized, the issuance of the \$135,000 General Obligation Sewer Warrant of the City (herein called "the \$135,000 Warrant") for the purpose of paying a portion of the costs of constructing the Disposal Plant;

107

(b) The City has accepted offers of grants in the approximate aggregate principal amount of \$313,000 from the United States of America, acting through the Appalachian Regional Commission and the Federal Water Pollution Control Administration to be used to pay a portion of the costs of constructing the Disposal Plant (the said grants being herein together called "the Federal Grants"); none of the proceeds from the Federal Grants will be available to pay costs of the construction of the Disposal Plant until the said construction is fifty percent (50%) completed, and a portion of the proceeds from the Federal Grants may not be paid to the City until such time as the construction of the Disposal Plant is completed;

(c) The City will not have available prior to the receipt of the proceeds from the Federal Grants from the general revenues of the City or from any other available sources, moneys sufficient to pay costs of the said construction in excess of the costs to be paid from the proceeds of the \$135,000 Warrant; the period of usefulness of the Disposal Plant is hereby estimated to be in excess of thirty (30) years; and it is in the best interest of the City and its inhabitants that the Warrant hereinafter authorized be issued for the purpose of providing funds to pay a portion of the costs of acquiring, providing and constructing the Disposal Plant.

Section 2. Authorization of the Warrant

Pursuant to the application provisions of the constitution and laws of the State of Alabama, including particularly Section 466 of Title 37 of the Code of Alabama of 1940, and for the purpose of raising funds with which to pay a portion of the costs of acquiring, providing and constructing the Disposal Plant for the city, there is hereby authorized to be borrowed from Exchange Security Bank, the principal sum of \$110,000, and in evidence of the sum so borrowed there is hereby authorized to be issued to the said lender one General Obligation Warrant (herein called "the Warrant") of the City, drawn on the city treasurer, and in the principal amount of \$110,000. The Warrant shall be dated on the date of its issuance, shall be payable eighteen months from the date of its issuance, and shall bear interest from the date of its issuance until its maturity at the rate of 4-1/4% per annum payable at its maturity. The City reserves and shall have the privilege of paying the Warrant prior to its maturity by paying to the holder thereof at any time prior to maturity the principal thereof plus the interest thereon that shall have accrued to the date of such payment.

Section 3. Execution and Registration of the Warrant.

The Warrant shall be executed and the corporate seal of the City shall be affixed thereto by the Mayor of the City, and the city clerk of the City shall attest the same by affixing thereto the signature of the said city clerk. The warrant shall be registered by the city treasurer of the City, in the records maintained by the said treasurer as a claim against the City. Said officers are hereby authorized so to execute and attest the Warrant and to affix the said seal thereto and make such registration.

Section 4. General Obligation. The indebtedness evidenced and ordered paid by the Warrant is and shall be a general obligation of the City for the payment of which the full faith and credit of the City are hereby irrevocably pledged.

Section 5. Form of Warrant. The Warrant shall be in substantially the following form:

(Form of Warrant)

\$110,000

\$110,000

UNITED STATES OF AMERICA

STATE OF ALABAMA

CITY OF CORDOVA

GENERAL OBLIGATION WARRANT

Eighteen months from the date hereof, the City Treasurer of the City of Cordova (herein called "the city"), a municipal corporation in the State of Alabama, is hereby ordered to pay to the Exchange Security Bank, or assigns, the principal sum of

ONE HUNDRED TEN THOUSAND DOLLARS

with interest thereon from the date hereof until the maturity hereof at the rate of 4-1/4% per annum, payable at the maturity hereof. Both the principal hereof and interest hereon shall be payable in lawful money of the United States of America at the principal office of the Exchange Security Bank in the City of Birmingham in the State of Alabama. The city reserves the privilege of paying this Warrant at any time prior to its maturity by paying the principal hereof plus the interest hereon accrued to the date of such payment.

By the execution of this warrant, the city acknowledges that it is indebted to the payee hereof in the principal amount hereof. This warrant evidences a valid general obligation of the city. For the payment of the principal of and interest on this warrant the city hereby irrevocably pledges its full faith and credit.

This warrant has been issued pursuant to the applicable provisions of the constitution and laws of the State of Alabama, including particularly Section 466 of Title 37 of the Code of Alabama of 1940, and an ordinance of the governing body of the city duly and legally adopted, for the purpose of raising funds to pay costs to be incurred by the town in constructing additions to the sanitary sewer system of the city. It is hereby certified that the indebtedness evidenced hereby has been duly and legally incurred and will at the maturity hereof become lawfully due without condition, abatement or offset of any description; that all conditions, actions and things required by the constitution and laws of the State of Alabama to exist, be performed or happen precedent to and in the issuance of this warrant exist, have been performed and have happened; and that the indebtedness evidenced by this warrant, together with all other indebtedness of the city, was at the time the same was incurred and is now within every debt and other limit prescribed by the constitution and laws of the State of Alabama.

109
This warrant is nonnegotiable but is transferable by assignment. Each taker, owner, purchaser or holder hereof, by receiving or accepting this warrant shall consent and agree and shall be estopped to deny that whenever and so long as this warrant may be assigned in blank by written assignment by the original payee hereof or by any subsequent assignee hereof in the chain of title to whom written assignment is made, the city and the bank at which this warrant is payable may treat any person in possession of this warrant, regardless of how such possession may have been acquired and regardless of the genuineness or effectiveness of any assignment, as the absolute owner hereof for all purposes, and payment to any such person shall discharge all obligations hereunder.

IN WITNESS WHEREOF, the city has caused this warrant to be executed and its official seal to be hereunto affixed by its mayor and has caused the same to be attested by its city clerk, both of whom have hereunto subscribed their signatures, and has caused this warrant to be dated Februar _____, 1969.

CITY OF CORDOVA

By _____

Mayor

ATTEST:

City Clerk

ASSIGNMENT

The within warrant and the indebtedness thereby ordered paid are hereby transferred and assigned, without recourse or warranty, to _____

Section 6. Sale of the Warrant and Disposition of the Proceeds. The Warrant is hereby sold to Exchange Security Bank, Birmingham, Alabama, at and for a purchase price equal to the principal amount thereof. The Mayor of the City is hereby authorized and directed to deliver the Warrant, when executed, sealed, attested and registered as herein provided, upon payment to the City of the said purchase price for the Warrant. The proceeds from the sale of the Warrant shall be paid into a special construction account, designated "the City of Cordova Sewer Construction Account" (herein called "the Construction Account"). The moneys in the Construction Account shall be paid out from time to time for the following purposes only and in the following manner:

- (a) Payment of all lawful fees and expenses (including reasonable fees and expenses of engineers and attorneys and fiscal fees) in connection with the construction of the Disposal Plant or the issuance and sale of the Warrant or the \$135,000 Warrant;
- (b) Payment of the principal, or any part of the principal of the Warrant or the \$135,000 Warrant; and
- (c) Payment of any moneys remaining on deposit in the Construction Account after any payments made pursuant to the provisions of the next preceding clauses (a) and (b) into any construction fund or funds created in the proceedings authorizing the issuance of any securities of the City authorized to be issued for the purpose of refunding the Warrant or the \$135,000 Warrant.

Any payment authorized to be made by the provisions of the next preceding sentence may be made upon presentation of a check drawn on the Construction Account and signed by the mayor of the City. The Exchange Security Bank, Birmingham, Alabama, is hereby designated the depository, custodian, and paying agent for the Construction Account. The said bank shall be fully protected in making payments from the Construction Account on checks drawn on the said account and signed by the mayor of the City.

ADOPTED and APPROVED this 25th day of February, 1969.

Mayor

Attest:

City Clerk

144
Councilman Tatum Moved that unanimous consent be given for immediate consideration of and action on said ordinance, which motion was seconded by Councilman Short, and, upon the said motion being put to vote, the following vote was recorded: Yeas: Mayor Poe and Councilmen Fine, Franklin, Short, Tatum and Nations; Nays: None. The chairman thereupon declared that the notion for unanimous consent for immediate consideration of and action on said ordinance had been unanimously carried. Councilman Short thereupon moved that the said ordinance be finally adopted, which motion was seconded by Councilman Franklin, and upon the said motion being put to vote, the following vote was recorded: Yeas: Mayor Poe and Councilmen Fine, Franklin, Short, Tatum and Nations; Nays: None. The chairman then announced that the motion for adoption of said ordinance had been unanimously carried.

Councilman Short introduced the following ordinance in writing, which was read to the meeting:

ORDINANCE NO. 202-69

AN ORDINANCE AUTHORIZING THE ISSUANCE OF ONE \$135,000 GENERAL OBLIGATION SEWER WARRANT OF THE CITY OF CORDOVA, ALABAMA FOR THE PURPOSE OF RAISING FUNDS WITH WHICH TO PAY COSTS OF CONSTRUCTION THE SEWAGE DISPOSAL PLANT.

BE IT ORDAINED by the Mayor and City Council (herein together called "the Council") of the city of Cordova, Alabama (herein called "the City"). as follows:

Section 1. Findings. The Council; has ascertained and found, and does hereby declare as follows:

(a) In order to provide adequate sanitary sewage disposal facilities for the City, it is necessary that the City construct a sewage disposal plant consisting of a sewage treatment plant together with an inter-connecting plant influent sewer, a plant outfall sewer, access roadway, a sewer lift station, and appurtenant cast iron, ductile iron and vitrified clay sewers (the said plant being herein called "the Disposal Plant") for the purpose of treating and disposing of sewage collected by the existing sanitary sewer (herein called "the system") of the City; plans and specifications for the Disposal Plant having been prepared by Goodwin Engineers of the South, Inc., Birmingham, Alabama, consulting engineers for the City (herein called "the Construction Engineer"); the estimated cost of the Disposal Plant in the excess of \$448,000;

(b) The City has accepted offers of grants in the approximate aggregate principal amount of \$313,000 from the United States of America, acting through the Appalachian Regional Commission and the Federal Water Pollution Control Administration and the Federal Water Pollution Control Administration,

112
to be used to pay a portion of the costs of constructing the Disposal Plant (the said grants being herein together called "the Federal Grants")/ the proceeds from the Federal Grants will not be available to pay costs of the construction of the Disposal Plant until the said construction is fifty percent (50%) completed; in order to pay a portion of the said costs that will be incurred prior to the receipt of proceeds from the Federal Grants, the City has authorized the issuance of its \$110,000 General Obligation Warrant (herein called "the \$110,000 Warrant"); and

(c) The City does not have available and will not have available prior to completion of the construction of the Disposal Plant from the general revenues of the City or any other available sources, moneys sufficient to pay costs in excess of the costs to be paid from the proceeds of the Federal Grants of the said construction; the period of usefulness of the Disposal Plant is hereby estimated to be in excess of thirty (30) years; and it is in the best interest of the City and its inhabitants that the warrant hereinafter authorized to be issued for the purpose of providing funds to pay a portion of the costs of acquiring, providing and constructing the Disposal Plant.

Section 2. Authorization of the Warrant

Pursuant to the application provisions of the constitution and laws of the State of Alabama, including particularly Section 466 of Title 37 of the Code of Alabama of 1940, and for the purpose of raising funds with which to pay a portion of the cost of acquiring, providing and constructing the Disposal Plant for the City, there is hereby authorized to be borrowed from R.W. Knight Company, Inc. the principal sum of \$135,000, and in evidence to be issued to the said lender one General Obligation Sewer Warrant (herein called "the Warrant") of the City, drawn on the city treasurer, and in the principal amount of \$135,000. The Warrant shall be dated on the date of its issuance. Shall be payable three years from the date of its issuance, and shall bear interest from the date of its issuance until its maturity at the rate of 6% per annum payable annually. The City reserves and shall have the privilege of paying the Warrant prior to its maturity by paying to the holder thereof at any time prior to maturity the principal thereof plus the interest thereon that shall have accrued to the date of such payment.

Section 3. Execution and Registration of the Warrant.

The Warrant shall be executed and the corporate seal of the City shall be affixed thereto by the mayor of the City, and the city clerk of the city will attest the same by affixing thereto the signature of the said city clerk. The Warrant shall be registered by the city treasurer of the City in the records maintained by the said treasurer as a claim against the City. Said officers are hereby authorized so to execute and attest the Warrant and to affix the said seal thereto and make such registration.

113
Section 4. General Obligation. The indebtedness evidenced and ordered paid by the Warrant is and shall be a general obligation of the city for the payment of which the full faith and credit of the City are hereby irrevocably pledged.

Section 5. Form of Warrant. The Warrant shall be in substantially the following form:

(Form of Warrant)

\$135,000

\$135,000

UNITED STATES OF AMERICA

STATE OF ALABAMA

CITY OF CORDOVA

GENERAL OBLIGATION SEWER WARRANT

Thirty-six months from the date hereof, the City Treasurer of the City of Cordova (herein called "the City"), a municipal corporation in the State of Alabama, is hereby ordered to pay to R. W. Knight & Company, Inc. of assigns, the principal sum of

ONE HUNDRED THIRTY-FIVE THOUSAND DOLLARS

with interest hereon from the date hereof until the maturity hereof at the rate of 6% per annum, payable annually on each anniversary of the date of this warrant until and at its maturity. Both the principal hereof and interest hereon shall be payable in lawful money of the United States of America at the principal office of the Exchange Security Bank in the City of Birmingham, in the State of Alabama. The City reserves the privilege of paying this Warrant at any time prior to its maturity by paying the principal hereof plus the interest hereon accrued to the date of such payment.

By the execution of this warrant, the city acknowledges that is is indebted to the payee hereof in the principal amount hereof. This warrant evidences a valid general obligation of the city. For the payment of the principal of and interest on this warrant the city hereby irrevocably pledges its full faith and credit.

This warrant has been issued pursuant to the applicable provisions of the constitution and laws of the State of Alabama, including particularly Section 466 of Title 37 of the Code of Alabama of 1940, and an ordinance of the governing body of the city duly and legally adopted, for the purpose of raising funds to pay costs to be incurred by the city in constructing additions to the sanitary sewer system of the city. It is hereby certified that the indebtedness evidenced hereby has been duly and legally adopted, for the purpose of raising funds to pay costs to be incurred by the city in constructing additions to the sanitary sewer system of the city. It is hereby certified that the indebtedness evidenced hereby has been duly and legally incurred and will at the maturity hereof become lawfully due without condition, abatement or offset of any description; that all conditions, actions and things required by the constitution and laws of the State of Alabama to exist, be performed or happen precedent to and in the issuance

114
of this warrant exist, have been performed and have happened; and that the indebtedness evidenced by this warrant, together with all other indebtedness of the city, was at the time the same was incurred and is now within every debt and other limit prescribed by the constitution and laws of the State of Alabama.

This warrant is nonnegotiable but is transferable by assignment. Each taker, owner, purchaser or holder hereof, by receiving or accepting this warrant shall consent and agree and shall be estopped to deny that whenever and so long as this warrant may be assigned in blank by written assignment by the original payee hereof or by any subsequent assignee hereof in the chain of title to whom written assignment is made, the city and the bank at which this warrant is payable may treat any person in possession of this warrant, regardless of how such possession may have been acquired and regardless of the genuineness or effectiveness of any assignment, as the absolute owner hereof for all purposes, and payment to any such person shall discharge all obligations hereunder.

IN WITNESS WHEREOF, the city has caused this warrant to be executed and its official seal to be hereunto affixed by its mayor and has caused the same to be attested by its city clerk, both of whom have hereunto subscribed their signatures, and has caused this warrant to be dated February _____, 1969.

CITY OF CORDOVA

By _____
Mayor

ATTEST:

City Clerk

ASSIGNMENT

The within warrant and the indebtedness thereby ordered paid are hereby transferred and assigned, without recourse or warranty, to _____

113
Section 6. Sale of the warrant and Disposition of the Proceeds. The Warrant is hereby sold to R. T. Knight & Company, Inc., at and for a purchase price equal to 97% of the face value thereof. The Mayor of the City is hereby authorized and directed to deliver the Warrant, when executed, sealed, attested and requested as herein provided, upon payment to the City of the said purchase price for the Warrant. The proceeds from the Warrant shall be paid into the City of Cordova Sewer Construction Account created in Section 6 of Ordinance No. 201-69 of the City adopted on February 25, 1969.

ADOPTED and APPROVED this 25th day of February, 1969.

Mayor

ATTEST:

City Clerk

Councilman Short moved that unaminour consent be given for immediate consideration of and action on said ordinance, which motion was seconded by Councilman Franklin, and, upon the said motion being put to vote, the following vote was recorded: Yeas: Mayor Poe and Councilmen Fine, Franklin, Short, Tatum and Nations; Nays: None. The chairman thereupon declared that the motion for unanimous consent for immediate consideration of and action on said ordinance had been unanimous consent for immediate consideration of and action on said ordinance had been unanimously carried. Councilman Tatum thereupon moved that the said ordinance be finally adopted, which motion was seconded by Councilman Short, and upon the said motion being put to vote, the following vote was recorded: Yeas: Mayor Poe and Councilmen Fine, Franklin, Short, Tatum and Nations; Nays: None. The chairman then announced that the motion for adoption of said ordinance had been unanimously carried.

Councilman Tatum introduced the following ordinance in writing, which was read to the meeting:

ORDINANCE NO. 203-69

AN ORDINANCE TO REQUIRE SANITARY SEWER CONNECTIONS TO STRUCTURES IN THE CITY OF CORDOVA, ALABAMA WITHIN 200 FEET OF A PUBLIC SANITARY SEWER

MAKE a
Copy. Need.
Copy of City
Sewer

X

116

BE IT ORDAINED by the Mayor and City Council of the City of Cordova, Alabama as follows:

Section 1. Definitions and Use of Phrases. The following words and phrases shall have the following respective meaning wherever used in this ordinance:

"The City" means the City of Cordova in the State of Alabama, as it now exists or as it may be enlarged or extended.

"Council" means the governing body of the city, as the said governing body may at any time be constituted.

"Public sewer system" means the public sanitary sewer system of the city, including all sanitary sewer facilities heretofore or hereafter constructed in the city by either the city or the Water Works Board of the Town of Cordova, a public corporation, and all sanitary sewer facilities that may hereafter be operated in the city by either the city or said The Water Works Board of the Town of Cordova.

"Public sanitary sewer" means any sanitary sewer forming a part of the public sewer system.

"Property available to sewers" means any house, tenement, building or other structure which is located within the corporate limits of the city and within 200 feet of a public sanitary sewer, together with the lot or parcel of land constituting the curtilage of such house, tenement, building or other structures is located.


The definitions set forth in this section shall be deemed applicable whether the words defined are used herein in the singular or the plural. Any pronoun or pronouns used herein shall be deemed to include both singular and plural and to cover all genders.

Section 2. Findings. The board hereby finds and determines that it is essential to the proper sanitation of the city and to the health of its inhabitants that all property available to sewers be connected with the public sewer system.

Section 3. Requirements for Connection with Public Sewer System. The owner of person in control of any property available to sewers shall be and hereby is required, within one year after the adoption of this ordinance, to connect with the public sewer system all water closets, urinals, sinks, lavatories, laundry tubs, bath tubs, and other fixtures from which water is wasted on such premises; provided, however, that if the mayor of the city or his delegate finds that any connection required by the provisions of this section to be made to the public sewer system would be harmful to the system, or would create an unhealthful or hazardous condition in the city, then such connection shall not be made. After the expiration of the said period of one year, it shall be unlawful for the owner or person in control of any property available to sewers (a) to keep or maintain any surface closets, dry closets, or crsspools upon such property or (b) to keep or maintain upon any such property any fixture from which water is wasted and which

117

is not connected with the public sewer system, unless the mayor of the city, or his delegate, shall have found with respect to such property that any connection required by the provisions of this section to be made to the public sewer system would be harmful to the system, or would create an unhealthful or hazardous condition in the city. Any person violating the provisions of this section shall be deemed guilty of a misdemeanor.

 Section 4. Notice Requiring Connection to the Public Sewer System; City May Make Connection, if Owner Fails to Connect. In the event the owner of any property available to sewers does not cause the required connection of such property to the public sewer system to be made within the time required by this ordinance, the city clerk (who is a bonded officer of the city) shall give written notice to such owner to connect such property to the public sewer system. In the event that such owner fails or refuses to connect such property to the public sewer system within ten days following such date the notice is given, the city may make such connection, or cause such connection to be made, at the expense of such owner. The cost of making such connection shall constitute a lien upon such property in favor of the city, prior and superior to all liens other than liens for taxes, to be collected as other debts are collected and liens enforced.

Section 5. Returns and Notices. The city clerk shall make returns upon the notices required to be given by such officer pursuant to the provisions of Section 4 hereof, and such returns shall be prima facie evidence of such notice. In the event the owner of any property to whom the notice provided in said Section 4 is required to be given is a non-resident, notice shall be given to such owner (a) by publication once a week for three consecutive weeks in a newspaper published in the city or, if no newspaper is at the time being published in the city, by postin for three weeks in three public places within the corporate limits of the city; (b) by mailing a copy of such notice to such owner at his last known address, and (c) by delivering a copy of such notice to the agent or occupant of such property. Whenever any notice to a resident owner of property available to sewers is returned "not found", the council may prescribe alias notices to be served as in the case of the original notice; two returns of "not found" to such a resident owner shall authorize the council to proceed to give notice to such resident owner in the manner provided in the preceding sentence for non-resident owners of property available to sewers.

Section 6. Making of Assessment and Filing of Lien Notices. In the event property available to sewers is connected to the public sewer system by the city pursuant to the provisions of the preceding Section 4 hereof, the council shall thereafter adopt a resolution or ordinance assessing the cost of expense of making such connection against property. Promptly after the adoption of such ordinance or resolution, the mayor of the city shall prepare a statement in writing setting forth the name of the owner of such property and a description of such property and stating the cost of connecting such property with the public sewer system. Such statement shall be signed by the mayor of the city in his official capacity and filed with the Judge of Probate of the county in which the property is located. The filing of such statement shall operate as notice of such lien from the date of its filing.

118

Section 7. Drains and Water Closets to be Kept in Good Condition. It shall be unlawful for the owner or person in control of any premises to permit any drain or water closet on such premises to remain connected with the public system if such drain or water closet is not in good and sanitary operating condition; it shall be unlawful for the owner or person in control of any premises to permit any water closet on such premises that is connected with the sanitary sewer system to be used or remain connected therewith without a proper supply of water being available at all times to flush such water closet; and when any drain or water closet is out of repair the same shall be put in good order and repair without delay. Any person violating the provisions of this section shall be deemed guilty of a misdemeanor.

Section 8. Severability. The provisions of this ordinance are severable. In the event any section, sentence, provision or portion of this ordinance should be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other section, sentence, provision or portion of this ordinance.

Adopted this 25th day of February, 1969.

Mayor

Authenticated:

City Clerk

CERTIFICATE AS TO PUBLICATION

I, Mary M. Kelly, as City Clerk of the City of Cordova, Alabama hereby certify that the foregoing ordinance was published in The Mountain Eagle, a newspaper having general circulation in the said City of Cordova in the issue of the said newspaper dated and published on the _____ day of _____, 1969.

Dated this _____ day of _____, 1969.

City Clerk

Councilman Tatum moved that unanimous consent be given for immediate consideration of and action on said ordinance, which motion was seconded by Councilman Short, and, upon the said motion being put to vote, the following vote was recorded: Yeas: Mayor Poe and Councilmen Fine, Franklin, Short, Tatum and _____; Nays: None. The chairman thereupon declared that the motion for unanimous consent for immediate consideration of and action on said ordinance had been unanimously carried. Councilman Short thereupon moved that the said ordinance be finally adopted, which motion was seconded by Councilman Franklin, and upon the said motion being put to vote, the following vote was recorded: Yeas: Mayor Poe and Councilmen Fine.

119
Franklin, Short, Tatum and Nations. Nays: None. The chairman then announced that the motion for adoption of said ordinance had been unanimously carried.

Councilman Nations introduced the following ordinance in writing, which was read to the meeting:

ORDINANCE NO. 204-69

AN ORDINANCE ESTABLISHED A SCHEDULE OF RATES AND REGULATIONS FOR SEWAGE DISPOSAL SERVICE FURNISHED BY THE SANITARY SEWER SYSTEM OF THE CITY OF CORDOVA, ALABAMA

BE IT ORDAINED, by the Mayor and City Council of the City of Cordova, Alabama, as follows:

Section 1. Definitions. Unless the context clearly indicates otherwise, the following words and phrases, whenever used in this ordinance shall have the following respective meanings:

"Water Board" means The Water Works Board of the Town of Cordova.

"The City" means the City of Cordova in the State of Alabama.

"Sewage disposal system" means the sanitary sewer system of the city, consisting of a treatment plant, intercepting sewers, transfer sewers, sewage force mains, and sewage pumping stations, all of which together comprise a complete sewage disposal system.

"Public sewers" means the public sanitary sewers in the city in which sewers in the city in which sewage is collected from residence and business establishments and from which sewage is discharged into the sewage disposal system.

"Water system" means the water works distribution system of the Water Works Board of the Town of Cordova.

"Billing period" means the period intervening between the periodic reading of meters forming a part of the water system. The billing period shall constitute a period of approximately thirty days and shall occur once during each calendar month.

"Month", not occurring in the phrase "calendar month", refers to a billing period.

"Establishment" means any dwelling house, apartment, motel, hotel, trailer park, commercial establishment (including cafes, retail stores, wholesale stores, laundries, dry cleaners, and all other establishments of a commercial nature), each manufacturing or industrial establishment, and each manufacturing or industrial plant, school, church or any other store located in the city and serviced by the public sewers or the sewage disposal system.

"Occupied unit" means (A) a separate dwelling house designed for occupancy by one family, (b) a residential unit located in an apartment, a duplex, or other multiple residence, (c) each room or suite of rooms designed for occupancy by one family in a hotel or motel, (d) each space in a trailer court at which there is provided a connection to the public sewers, (e) each commercial establishment including motels, vsgrd, trysil dyotrd, eholrdsr dyotrd, lsunfries, dry cleaners, and all other establishments of a commercial nature; (f) each manufacturing and industrial establishment; and (g) each school, church, and each institution or place of business not otherwise specifically classified herein.

"Monthly water service charge" means the charge imposed with respect to an establishment in any month by the water board.

"Sewage disposal service" means the sewage treatment and disposal service rendered by the sewage disposal system.

"Sewage disposal service charge" means a charge herein imposed for sewage disposal service.

Section 2. Sewage Disposal Service Charges. The following charges for sewage disposal service are hereby established; The sewage disposal service charge to each establishment serviced by the public sewers or the sewage disposal system in each billing period shall be the sum of (a) the total number of occupied units located or contained in such establishment multiplied by One Dollar and Seventy-Five Cents (\$1.75), and (b) fifty per centum (50%) of the amount by which the monthly water service charge to each such establishment exceeds Three Dollars and Fifty Cents (\$3.50).

Section 3. Special Classification for Establishments Discharging Burdensome Sewage. In any case where the character of the sewage from any establishment is such that it is more difficult and expensive to treat and dispose of than is the sewage normally discharged into public sewers or if, for any reason, sewage from any establishment is of such character as to impose an unreasonable burden upon the sewage disposal system, the sewage disposal service rendered to such establishment or establishments shall be given a special classification or classifications and the city shall (a) impose an additional charge for each such special classification of service., (b) require such sewage to be treated before it is discharged into public sewers, or (c) both impose an additional charge and also require treatment prior to discharge.

Section 4. Billing, Delinquency, and Discontinuance of Service. Each bill for sewage disposal service shall be in the amount of the applicable charge, based on rates herein specified, for the then prededing billing period. All bills for sewage disposal service shall be rendered on the same statement with bills for water furnished from the water system during the same billing period. Each bill for sewage disposal service shall be due when rendered and shall become delinquent if not paid on or before the 12th day after the date on which such bill is rendered; and a delinquency charge equal to 10% of the bill shall be added to each bill that becomes delinquent. Payment of any sewage disposal service shall remain delinquent for a period of eithteen days, sewage disposal service shall thereupon be discontinued to the consumer whose bill is so delinquent. In the event of discontinuance of service because of any such delinquency, the delinquent

121
bill for both water and sewage disposal service 'plus the aforesaid delinquency charge, and any delinquency charge or penalty with respect to the water system) must be paid before sewage disposal service shall again be furnished to such customer. Any deposit that may at the time be required as a prerequisite for water service must also be restored if it has been applied for payment of delinquent water charges, before sewage disposal service is again furnished to the said customer.

Section 5. Adjustment of Rates in Case of Special Inequity. The city reserves the right to adjust any sewage disposal charge when the city deems that an adjustment is necessary to correct any special inequity resulting from the making and collection of such charge, whether any such inequity shall arise from the fact that a substantial quality of water used by a customer did not enter the public sewer, or from some other special cause.

Section 6. Effective Date of Sewage Disposal Service Charges and Regulations. The sewage disposal service charges established and the regulations prescribed by this ordinance shall become effective on January 1, 1970.

Section 7. Severability. The various provisions of this ordinance are severable. In the event any section, sentence, provision or portion hereof shall be held invalid by any court of competent jurisdiction such holding shall not invalidate, render unenforceable, or otherwise affect any other sentence, provision or portion of this ordinance.

ADOPTED AND APPROVED this 25th day of February, 1969.

Mayor

Attest:

City Clerk

PUBLICATION CERTIFICATE

I, Mary M. Kelly, as City Clerk of the City of Cordova, Alabama, hereby certify that the foregoing ordinance was published in The Mountain Eagle, a newspaper having general circulation in the said City of Cordova in the issue of the said newspaper dated and published on the ____ day of _____, 1969.

Dated this ____ day of _____, 1969.

City Clerk

122

Councilman Short moved that unanimous consent be given for immediate consideration of and action on said ordinance, which motion was seconded by Councilman Fine, and, upon the said motion being put to vote, the following vote was recorded: Yeas: Mayor Poe and Councilmen Fine, Franklin, Short, Tatum and Nations. Nays: None. The chairman thereupon declared that the motion for unanimous consent for immediate consideration of and action on said ordinance has been unanimously carried. Councilman Short thereupon moved that the said ordinance be finally adopted, which motion was seconded by Councilman Tatum, and, upon the said motion being put to vote, the following vote was recorded: Yeas: Mayor Poe and Councilmen Fine, Franklin, Short, Tatum and Nations; Nays: None. The chairman then announced that the motion for adoption of said ordinance had been unanimously carried.

The following resolution was introduced in writing by Councilman Nations and read to the meeting:

RESOLUTION NO. 205-69

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF
AN AGREEMENT BETWEEN THE CITY AND THE WATER WORKS
BOARD OF THE TOWN OF CORDOVA

BE IT RESOLVED by the Mayor and City Council (herein together called "the Council") of the City of Cordova, Alabama (herein called "the City"), that the mayor of the City is hereby authorized and directed to execute and deliver, for and in the name and behalf of the City, and agreement with the Water Works Board of the Town of Cordova is substantially the following form, and that the city clerk of the City be authorized and directed to affix the official seal of the City to the said agreement and to attest the same:

AGREEMENT between the Water Works Board of the Town of Cordova, a public corporation organized pursuant to Sections 394 to 402, inclusive, of Title 37 of the Code of Alabama of 1940, as amended (herein called "the Water Board"), and City of Cordova, a municipal corporation in the State of Alabama (herein called "the City");

R E C I T A L S:

The City owns and operates a sanitary sewer system located within the corporate limits of the City and consisting of sewage disposal facilities, including intercept sewers, transfer sewers, and sewage mains (herein called "the Sewer System"). The City proposes to construct a sewage disposal plant consisting of a sewage treatment plant together with inter-connecting plant influent sewer, plant outfall sewer, access roadway, sewer lift station, and appurtenant cast iron, ductile iron and vitrified clay sewers (the said plant being herein called "the Disposal Plant") Plans and specifications for the Disposal Plant have been prepared by Goodwin Engineers of the South, Inc., consulting engineers for the City.

123
The Water Board owns and operates a water distribution system (herein called "the Water System") which renders water service in the City and in unincorporated territory in Walker County, Alabama. The service area of the Sewer System lies within a portion of the territory that receives water service from the Water System.

The Water Board has heretofore established charges for the water furnished from the Water System; and the City proposes to establish charges for sewage collection, treatment and disposal service rendered by the Sewer System and the Disposal Plant (such service and charges being herein called "Sewage Disposal Service and Sewage Disposal Charges"). The City has requested the Water Board to act as the agent of the City for the management, maintenance and operation of the Disposal Plant, and for the collection of the Sewage Disposal Service Charges, and the Water Board is willing so to do on the conditions hereinafter stated. To that end, the parties have entered into this agreement.

NOW, THEREFORE, in consideration of the respective agreements of the parties herein contained, it is hereby agreed by and between the said parties as follows:

(1) Appointment of Water Board as Agent. The City hereby designates and appoints the Water Board as the agent of the City for the purposes and with the duties and powers herein set out. The Water Board accepts such appointment and agrees to use its best efforts in performing the duties herein imposed on it.

(2) Duties of Water Board as Agent. Acting as agent for the City, the Water Board will operate the Disposal Plant upon the completion of the construction of the said plant, and maintain it in good repair and good operating condition, and on and after January 1, 1970, will render bills for the Sewage Disposal Service Charges as the same may be established from time to time by the City to the occupants of all properties receiving Sewage Disposal Services, will use every reasonable effort to collect such bills, and will employ such personnel as will be necessary for the aforesaid purposes.

(3) Billing and Collection of Sewage Disposal Service Charges. All bills for Sewage Disposal Service Charges rendered during the month of January, 1970, and bills for water service rendered by the Water Board to the customers of the Water System. Each bill shall become delinquent if not paid on or before the twelfth (12th) day after the date on which it is rendered, and if any such bill for water service and Sewage Disposal Service, or either; shall remain delinquent for a period of eighteen (18) days, then both water service and Sewage Disposal Service to such customer shall be discontinued, and the property with respect to which such bill is delinquent shall be disconnected from both the Water System and the Sewer System. The Water Board shall not accept payment of any charge made for either such service or for Sewage Disposal Service unless the charge made for the other of the said services is also paid. No Collections of Sewage Disposal Service Charges shall be made by the City except

124

through the Water Board, and all such bills shall be payable at the office of the Water Board. Separate records shall be kept by the Water Board with respect to the collection made for the said water service and the said Sewage Disposal Service.

(4) Disposition of Revenues. On or before the 10th of each successive calendar month commencing with the month of February, 1970, and continuing each month thereafter during which this agreement is in effect, the Water Board will apply the Sewage Disposal Service Charges collected by it during the then preceding calendar month for the following purposes and in the following order:

(a) As compensation for acting as agent hereunder and in lieu of any reimbursement in respect of the expenses of operating and maintaining the Disposal System or of billing and collecting the Sewage Disposal Service Charges, the Water Board will ~~retain the greater in amount of (i) 5% of the gross collections made by it during the then preceding calendar month of Sewage Disposal Service Charges, or (ii) Eighty-Three Dollars (\$83);~~

(b) The Water Board will pay to the city, out of the Sewage Disposal Service Charges remaining after the deduction of the amount provided to be deducted by the provisions of the next preceding paragraph (a), the sum of One Thousand Dollars (\$1000); provided that in the event the Sewage Disposal Service Charges remaining after the deduction of the amount provided to be deducted by the provisions of the next preceding paragraph (a) shall be insufficient to make any monthly payment required by this paragraph (b) to be made to the City, then a delinquency shall be deemed to exist with respect to the payments provided in this paragraph (b) to be made to the City, and an amount equal to the deficiency in any such monthly payment shall be added to the monthly payment provided by this paragraph (b) to be made to the City on or before the 10th day of each calendar month thereafter until the delinquency shall have been cured; and

(c) The balance of the Sewage Disposal Service Charges collected by the Water Board during any calendar month remaining after the deductions and payments provided for in the next preceding paragraphs (a) and (b) shall be retained by the Water Board as additional compensation for acting as agent hereunder.

(5) Monthly Reports to City; Reimbursement of Water Board. On or before the tenth (10th) day of each successive calendar month, beginning with the month of February, 1970, the Water Board shall render to the City an itemized statement of account showing in reasonable detail the following:

(a) The amount of Sewage Disposal Service Charges collected by the Water Board during the then preceding calendar month: and

125
✓ (b) The total expenses incurred by the Water Board in operating and maintaining the Sewage Disposal System (other than expenses of billing and collection) during the then preceding calendar month).

(6) Beneficiaries of this Agreement. ~~This Agreement shall be binding upon, and shall inure to the benefit of, each of the parties hereto and their respective successors.~~ In addition, the City and the Water Board hereby acknowledge that this Agreement is made for the benefit of (a) holder at any time of the \$135,000 General Obligation Sewer Warrant of the City of Cordova authorized by an ordinance of the City adopted by the Mayor and City Council of the City on February 25, 1969, and (b) the holders of any securities that may hereafter be issued by the City for the purpose of refunding the said \$135,000 General Obligation Sewer Warrant. This Agreement shall not be subject to revocation or amendment without the consent of (a) the holders of the said \$135,000 General Obligation Sewer Warrant, or (b) the holders of all securities at any time issued by the City for the purpose of refunding the said \$135,000 General Obligation Sewer Warrant.

(7) Effective Date; Term of Agreement. This agreement shall become effective as of January 1, 1970 (the date of beginning of the first month during which the Sewage Disposal Service Charges proposed to be established by the City will be in effect), and shall continue effective for a period of twenty-two (22) years from the date hereof

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in their respective names attested by their respective duly authorized officers in five counterparts, each of which shall be deemed an original, and have caused this agreement to be dated February 1, 1969.

THE CITY OF CORDOVA

By _____
Mayor

ATTEST:

City Clerk

THE WATER WORKS BOARD OF THE
TOWN OF CORDOVA

By _____
Chairman of its Board of Directors

ATTEST:

Secretary

(continued)

126
ADOPTED AND APPROVED this 25th day of February, 1969.

Mayor

ATTEST:

City Clerk

CERTIFICATE AS TO PUBLICATION

I, Mary M. Kelly, as City Clerk of the City of Cordova, Alabama, hereby certify that the foregoing resolution was published in The Mountain Eagle, a newspaper having general circulation in the said City of Cordova in the issue of the said newspaper dated and published on the ____ day of _____, 1969.

DATED this ____ day of _____, 1969.

City Clerk

Councilman Franklin moved that unanimous consent be given for immediate consideration of and action on said resolution, which motion was seconded by Councilman Short, and, upon the said motion being put to vote, the following vote was recorded: Yeas: Mayor Poe and Councilmen Fine, Franklin, Short, Tatum and Nations; Nays: None. The chairman thereupon declared that the motion for unanimous consent for immediate consideration of and action on said resolution had been unanimously carried. Councilman Short thereupon moved that the said resolution be finally adopted, which motion was seconded by Councilman Nations, and, upon the said motion being put to vote, the following vote was recorded: Yeas: Mayor Poe and Councilmen Fine, Franklin, Short, Tatum and Nations; Nays: None. The chairman then announced that the motion for adoption of said resolution had been unanimously carried.

The following resolution was introduced in writing by Councilman Nations and read to the meeting:

127

★

BE IT RESOLVED by the Mayor and City Council (herein together called "the Council") of the City of Cordova, Alabama (herein called "the City") that the city clerk of the City is hereby authorized and directed to cause to be published one time in The Mountain Eagle, a newspaper having general circulation in the City, Resolution No. 205-69 of the City entitled " A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT BETWEEN THE CITY AND WATER WORKS BOARD OF THE TOWN OF CORDOVA", heretofore adopted at the meeting at which this resolution is adopted; Ordinance No. 203-69 of the City entitled "AN ORDINANCE TO REQUIRE SANITARY SEWER CONNECTIONS TO STRUCTURES IN THE CITY OF CORDOVA, ALABAMA WITHIN 200 FEET OF A PUBLIC SANITARY SEWER" heretofore adopted at the meeting at which this resolution is adopted, and ORDINANCE NO. 204-69 p of the City entitled "AN ORDINANCE ESTABLISHED SCHEDULE OF RATES AND REGULATIONS FOR SEWAGE DISPOSAL SERVICE FURNISHED BY THE SANITARY SEWER SYSTEM OF THE CITY OF CORDOVA, ALABAMA", heretofore adopted at the meeting at which this resolution is adopted.

APPROVED and ADOPTED this _____ day of _____ 1969.

Mayor

City Clerk

Councilman Short moved the adoption of the said resolution, which was seconded by Councilman Franklin, and upon said motion being put to vote, the following vote was recorded: Yeas: Mayor Poe and Councilmen Fine, Franklin, Short, Tatum and _____; Nays: None. The chairman then announced that the motion for the adoption of the said resolution had been unanimously carried.

* * * * *

There being no further business to come before the meeting, the same was, on motion duly made, seconded and unanimously carried, adjourned.

Mayor

City Clerk