

ORDINANCE NO. 647

AN ORDINANCE TO AUTHORIZE A FRANCHISE AGREEMENT WITH THE
WATER WORKS AND SEWER BOARD OF THE CITY OF HANCEVILLE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HANCEVILLE,
ALABAMA:

ARTICLE I

Definitions

For purposes hereof:

2010 Franchise Agreement means the Franchise Agreement dated August 1, 2010 by the City and the Board.

2022 Franchise Agreement means the Franchise Agreement dated May 1, 2022 by the City and the Board attached hereto as Appendix A.

Alabama Constitution means the Constitution of Alabama of 1901, as amended.

Board means The Water Works and Sewer Board of the City of Hanceville.

City means the City of Hanceville, Alabama.

System means and includes collectively all facilities for the gathering, collecting, impounding, treatment, transmission and distribution of water for domestic and industrial use and all facilities for the collection, treatment and disposal of sewage, which are owned and operated by the Board, together with all improvements hereafter made thereto, including all plants, systems, buildings, facilities or properties used or useful in or having the present capacity for future use in connection with the production, supply or distribution of water or the collection, treatment and disposal of sewage, and any integral part thereof.

ARTICLE 2

Representations

The City has found and determined:

(a) The City has heretofore:

(1) authorized the incorporation of the Board as a public corporation of the City for the construction and operation of the System to serve the commercial, industrial and residential users of the City and surrounding area; and

(2) authorized and permitted the Board to use the streets, avenues, alleys and public places of the City for the construction and operation of the System in accordance with Sections 22, 220, and 228 of the Alabama Constitution and pursuant to the 2010 Franchise Agreement.

(b) The term of the 2010 Franchise Agreement expires on August 1, 2040.

(c) For the purpose of the acquisition and construction of required capital improvements to the System, the Board has requested the City to extend the term of the 2010 Franchise Agreement to August 1, 2051 pursuant to the terms and provisions of the 2022 Franchise Agreement.

(d) The terms and provisions of the 2022 Franchise Agreement are substantially the same as the terms and provisions of the 2010 Franchise Agreement.

(e) The best interests of the taxpayers and citizens of the City are served by the extension of the term of the 2010 Franchise Agreement until August 1, 2051 pursuant to the 2022 Franchise Agreement.

ARTICLE 3

Authorizations

The City does hereby:

(a) approve, authorize and confirm the representations of fact, agreements, and obligations of the City in, and the terms and provisions of, the 2022 Franchise Agreement;

(b) authorize and direct the Mayor and City Clerk of the City to execute, under seal, and deliver the 2022 Franchise Agreement in form and of content as set forth on Appendix A hereto with such changes (by addition or deletion) as will not create, extend or increase any existing obligation of the City thereunder and as such officers shall conclusively approve by execution and delivery thereof and (ii) take such action, and execute and deliver such certificates and documents, at such times and in such form and manner as shall be required by applicable law, legal counsel to the City, or otherwise necessary to establish the validity, or effect the purposes, of the 2022 Franchise Agreement;

(c) ratify and confirm all actions within the scope of the approval and authorization of this Ordinance which were taken by any officer or legal representative of the City prior to the date of this meeting.

ARTICLE 4

General

(a) If any one or more of the provisions of this Ordinance shall, for any reason, be held illegal or unenforceable, such illegality or unenforceability will not affect the other provisions of this Ordinance and this Ordinance will be construed and enforced as if such illegal or unenforceable provision had not been contained herein or therein.


(b) This Ordinance shall take effect upon publication as provided by law.

(c) The City repeals each provision of any resolution, ordinance or order of the City to the extent such provision is inconsistent, or in conflict, with any provision of this Ordinance.

The foregoing Ordinance is adopted on this 26th day of MAY 2022.


Mayor

SEAL

Attest: 
City Clerk