SECTION 8. This ordinance shall take effect upon its approval and publication as required by law.

Passed and Approved this 26th day of February, 1951.

K. L. Hooper
K. L. Hooper, Mayor
City of Roanoke, Alabama

Attest:
Olin E. Sheppard, Clerk
City of Roanoke, Alabama

I, Olin E. Sheppard, hereby certify that the above and foregoing written acceptance of the term and conditions of Ordinance No. 395, was passed and adopted by the Mayor and City Council of the City of Roanoke Alabama, on the 26th day of February, 1951, and was herein recorded and was published in the Roanoke Leader, a newspaper of general circulation in the City of Roanoke, Alabama, on the 22nd and 29th days of March 1951.

Olin E. Sheppard
Clerk, City of Roanoke, Alabama

ORDINANCE # 396


BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROANOKE ALABAMA, as follows:

SECTION 1. The City Council upon evidence duly submitted and considered by it, hereby finds and determines as follows:

(a) That the Water Works Board of the City of Roanoke, Alabama, is duly incorporated under the provisions of the Alabama
Code of 1940, Title 37, Sections 394-402, inclusive, as amended, and has all of the powers with respect to gas systems provided by Act No. 154, General Laws of Alabama, approved July 22, 1947, Acts of 1947, pp. 48-56, and is authorized to acquire by purchase, construction, condemnation or any combination thereof, a system for the purchase and distribution of natural gas; to receive, acquire, take and hold, either by purchase, sale, gift, lease, devise or otherwise, all such real, personal and mixed property of any nature whatsoever as it may deem necessary or convenient for the purchase, construction, operation, maintenance, enlargement and extension and improvement of a system for the purchase and distribution of natural gas, whether or not the same shall be in existence, and to operate, maintain, enlarge, extend and improve the same and to do all acts necessary to that end. Upon its acquisition of such gas system, the name of the Water Works Board of the City of Roanoke will changed to the "Water Works and Gas Board of the City of Roanoke."

(b) That there is not in existence, within the territory within which it is proposed to furnish natural gas service, a plant or distribution system, either or both, or any parts thereof, furnishing natural gas service.

(c) That engineering reports, detailed cost estimates and drawings, plans and specifications for a natural gas transmission and distribution system in the City of Roanoke, Alabama, have been prepared by Goodwin Engineers, Inc., that a contract for the construction of said natural gas system has been entered into by the City with Seabee Construction Company, that a Supply Contract, for the supply of natural gas for said system has been entered into by the City with Transcontinental Gas Pipe Line Corporation, and that various other steps necessary for the construction
of said gas system have been taken.

(d) That it is to the best interest of the City and its inhabitants that the responsibility for the completion of the construction of the natural gas transmission and distribution system and its operation and maintenance be undertaken by the Water Works Board of the City of Roanoke.

SECTION 2. That the natural gas transmission and distribution system proposed for the City of Roanoke, including all engineering reports, cost estimates and drawings, and plans and specifications, be and the same hereby are transferred, assigned and conveyed to the Water Works (and Gas) Board of the City of Roanoke, together with the aforesaid Construction Contract, the Natural Gas Supply Contract, and all property, real, personal or mixed, of the City to be used in connection therewith.

SECTION 3. That the Mayor be and he hereby is authorized and directed to execute in the name of and on behalf of the City of Roanoke, a transfer, assignment and conveyance in substantially the following form and the City Clerk is hereby authorized and directed to affix thereto the official corporate seal and to attest the same.

STATE OF ALABAMA

RANDOLPH COUNTY

KNOW ALL MEN BY THESE PRESENTS: That the City of Roanoke, Alabama, a municipal corporation, organized and existing under and by virtue of the laws of the State of Alabama, hereby grants, bargains, sells, assigns, transfers and conveys to the Water Works and Gas Board of the City of Roanoke, a public corporation, its successors and assigns, all of its right, title and interest in and to the natural gas transmission and distribution system proposed to be constructed in the City of Roanoke and surrounding territory, together with all engineering reports, detailed cost
estimates and drawings, plans and specifications relating to said plant and system, the contract for the construction of said system entered into by the City with Seabee Construction Company, the contract for the supply of natural gas to said system entered into by the City with Transcontinental Gas Pipe Line Corporation, completion and performance bonds, labor and material bonds, all materials, supplies and equipment on hand or on order, and all other property, real, personal or mixed, of the City of Roanoke, necessary of useful to complete, to operate or to maintain the natural gas transmission and distribution system in the City of Roanoke and surrounding territory.

TO HAVE AND TO HOLD the above described property and all rights, privileges, hereditaments and appurtenances thereunto appertaining unto the Water Works and Gas Board of the City of Roanoke, its successors and assigns forever, subject, however, to provisions and limitations of Article 5, Chapter 7, Title 37 of the Alabama Code of 1940, as amended, and Act No. 154, General Laws of Alabama, approved July 22, 1947 (Acts of 1947, pp. 43-56).

The Water Works and Gas Board of the City of Roanoke, hereby assumed and agrees to perform the aforesaid Construction Contract and the Natural Gas Supply Contract and to undertake the construction and operation of the aforesaid natural gas transmission and distribution system.

IN WITNESS WHEREOF, the City of Roanoke and the Water Works and Gas Board of the City of Roanoke have caused this transfer, assignment and conveyance to be executed in their names and on their behalf by their officers who are thereunto duly authorized and their official corporate seals to be hereunto affixed and attested by their officers who are thereunto duly authorized, this the ___ day of ________________, 1951.

S E A L
Attest: Elm E. Sheppard  
City Clerk  

CITY OF ROANOKE  

By K. L. Cooper  
Mayor  

WATER WORKS AND GAS BOARD OF  
THE CITY OF ROANOKE  

By ____________________________  
Chairman of Board of Directors  

SEAL  

Attest: ____________________________  
Secretary  

STATE OF ALABAMA  

I, the undersigned authority in and for said  

RANDOLPH COUNTY  

County in said State, hereby certify that ____________________________  

whose name as Mayor of the City of Roanoke, Alabama, a municipal  
corporation, and ____________________________, whose name as Chairman  
of the Board of Directors of the Water Works and Gas Board of  
said City, a public corporation, are signed to the foregoing  
transfer, assignment and conveyance and who are known to me to  
be such officers, acknowledged before me on this date that, being  
informed of the contents of the transfer, assignment and convey-  
ance, they, as such officers and with full authority, executed the  
same voluntarily for and as the acts of said municipal corporation  
and said public corporation on the day the same bears date.  

Given under my hand and official seal, this ______day of  

__________________________, 1951.  

__________________________  
Notary Public  

NOTARIAL SEAL  

My commission expires:  

__________________________  

SECTION 4. That the Mayor be and he hereby is authorized  
and directed to execute in the name and on behalf of the City
of Roanoke and the City Clerk be and he hereby is authorized to affix the official corporate seal of the City and to attest the same to a contract assigning the Construction Contract, the Performance Bond and the Labor and Material Bonds in substantially the following form:

STATE OF ALABAMA )
CONTRACT ASSIGNING CONSTRUCTION CONTRACT AND PERFORMANCE AND LABOR AND MATERIAL BONDS

RANDOLPH COUNTY )

This contract by and between the City of Roanoke, Alabama, the Water Works and Gas Board of the City of Roanoke, Alabama, the Seabee Construction Company and the Hartford Accident and Indemnity Company.

W I T N E S S E TH: That

WHEREAS, the City of Roanoke, Alabama (hereinafter referred to as the "City") and The Seabee Construction Company (hereinafter referred to as the "Contractor") duly entered into an agreement dated January 17, 1951, under and pursuant to the terms of which the Contractor undertook to furnish material and equipment and to perform labor in the construction and completion of a natural gas system in accordance with the terms and the provisions of said Contract (hereinafter referred to as the "Construction Contract"); and

WHEREAS, in accordance with the Construction Contract, the Contractor, as principal, and the Hartford Accident & Indemnity Company, as Surety, duly executed on January 17, 1951, their completion and Performance Bond in the sum of $211,088.90 and their Labor and Material Bond in the penal sum of $105,544.45, in each of which Bonds the City was named as obligee; and

WHEREAS, the City Council of the City has found and determined that it is in the best interest of the City and its inhabitants that the responsibility for the completion of the construct-
ion of the natural gas system and its operation and maintenance undertaken by the Water Works and Gas Board of the City of Roanoke, (hereinafter referred to as the "Board"); and

WHEREAS, the Board proposes to issue its revenue bonds to provide for the cost of the construction of said natural gas system.

NOW, THEREFORE, in consideration of the premises and in consideration of the mutual covenants and agreements hereinafter set forth, it is hereby covenanted and agreed by and between the parties hereto as follows:

1. The City does hereby sell, assign, transfer and set over to the Board the Construction Contract, all of its right, title and interest in said Contract and all of its right, title and interest in the Completion and Performance Bond and the Labor and Material Bond.

2. The Board hereby assumes the liabilities of the City under the Construction Contract and agrees to perform and be bound by the terms of said Construction Contract in all respects as if the Board were a party to said Contract in lieu of the City.

3. The Contractor hereby consents to the aforesaid assignments, hereby accepts the liability of the Board upon the Construction Contract in lieu of the liability of the City, hereby agrees to be bound by the terms of the Construction Contract in all respects as if the Board were named in said Contract as a party thereto in place of the City and hereby releases and discharges the City from all claims and demands whatsoever in respect to the Construction Contract.

4. Hartford Accident & Indemnity Company hereby consents to the aforesaid assignments and to this agreement, hereby agrees to be bound by the terms of the Labor and Material Bond and of the Completion and Performance Bond in all respects as if the Board were named as obligee in said Bonds and as if the Board were
named in the Construction Contract as a party thereto, in place of the City.

5. Each of the parties hereto further agree to execute any other or further papers necessary to effectuate this agreement.

6. This agreement will not become binding upon any of the parties hereto until it has been duly executed by all the parties named herein.

IN WITNESS WHEREOF, the City of Roanoke, the Water Works and Gas Board of the City of Roanoke, the Seabee Construction Company and Hartford Accident & Indemnity Company have executed this agreement on the dates set forth following their respective signatures below.

SEAL

CITY OF ROANOKE
By ____________________________
Its Mayor

Dated ______________________, 19____.

WATER WORKS AND GAS BOARD OF THE CITY OF ROANOKE
By ____________________________
Chairman of Board of Directors

Dated______________________, 19____.

SEABEE CONSTRUCTION COMPANY
By ____________________________
Its

Dated______________________, 19____.

HARTFORD ACCIDENT & INDEMNITY CO.
By ____________________________
Attorney in Fact (Certified copy of power of attorney attached)

Dated______________________, 19____.

SECTION 5. That the Mayor and the City Clerk be and they hereby are authorized to assign to the Water Works (and Gas) Board of the City of Roanoke, without recourse against the City,
SECTION 6. That the Mayor and the City Clerk be and they
hereby are authorized to assign to the Water Works (and Gas)
Board of the City of Roanoke, without recourse against the City,
the contract between the City and Berney Perry & Company of
Birmingham, Alabama, dated _____________, 19___, relative
to financing the construction of said natural gas transmission
and distribution system.

SECTION 7. That the Mayor be and he hereby is authorized
and directed to execute the name and on behalf of the City of
Roanoke, and the City Clerk of the City of Roanoke be and he
hereby is authorized to affix the official corporate seal of
the City to the said Contract and to attest the same, an assign-
ment of the natural gas supply contract with Transcontinental
Gas Pipe Line Corporation in substantially the following form:

STATE OF ALABAMA )
RANDOLPH COUNTY )

CONTRACT FOR THE ASSIGNMENT OF GAS SUPPLY AND SERVICE

This Contract entered into by and between the City of
Roanoke, Alabama, the Water Works and Gas Board of the City of
Roanoke, Alabama, and the Transcontinental Gas Pipe Line Corpora-
tion, a corporation,

W I T N E S S E T H: That

WHEREAS, the City of Roanoke and Transcontinental Gas
Pipe Line Corporation duly entered into a Contract (signed on
behalf of the City on _____________, 1950, and on be-
half of Transcontinental Gas Pipe Line Corporation on _____________,
1950) under and pursuant to the terms of which Transcontinental
Gas Pipe Line Corporation undertook to supply natural gas for
use and for resale in the communities and areas supplied by a
gas system to be constructed by the City of Roanoke. (Said
Contract will hereinafter be referred to as the Contract for
Natural Gas Service; and

WHEREAS, the City Council of the City of Roanoke (hereinafter referred to as the City) has found and determined that it
is in the best interest of the City and its inhabitants that re-
sponsibility for the construction of the natural gas system and
its operations and maintenance be undertaken by the Water Works
and Gas Board of the City of Roanoke (hereinafter referred to as
the "Board"); and

WHEREAS, the Board proposes to issue its Gas Revenue Bonds
to provide for the cost of construction of the natural gas system;

NOW THEREFORE, in consideration of the premises and the
mutual covenants and agreements hereinafter set forth, the parties
here to do hereby covenant and agree as follows:

1. The City does hereby sell, assign, transfer and set
over to the Board the Contract for Natural Gas Service and all
of its right, title and interest in said Contract.

2. The Board hereby assumed the liabilities of the City
under said Contract for Natural Gas Service and agrees to per-
form and to be bound by the terms of said Contract in all re-
spects as if the Board were a party to said agreement in lieu
of the City.

3. Transcontinental Gas Pipe Line Corporation hereby con-
sents to the aforesaid assignment, hereby accepts the liability
of the Board upon the Contract for Natural Gas Service in lieu of
the liability of the City, hereby agrees to be bound by the terms
of the Contract for Natural Gas Service in all respects as if the
Board were named in said contract as a party thereto in place of
the City and hereby releases and discharges the City from all claims and demands whatsoever in respect of the Contract for Natural Gas Service.

4. Each of the parties hereto agree to execute any other or further papers necessary or desirable to effectuate this agreement.

5. This agreement will not be binding on any of the parties hereto until it has been duly executed by all of said parties.

IN WITNESS WHEREOF, the City of Roanoke and the Water Works and Gas Board of the City of Roanoke and Transcontinental Gas Pipe Line Corporation, a corporation, have caused this Contract to be executed in their names and on their behalf by their officers who are thereunto duly authorized and their official corporate seals to be hereunto affixed and attested by their officers who are thereunto duly authorized on the dates set forth following their respective signatures below.

SEAL

Attest:  
Dated , 19

CITY OF ROANOKE

By

Dated , 19

WATER WORKS AND GAS BOARD OF THE CITY OF ROANOKE

Attest:

Secretary

Dated , 19

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

Attest:  
Dated , 19

SECRETARY

President

Dated , 19

SECTION 3. This ordinance shall be published one time in the "Roanoke Leader," a newspaper published and of general circulation in the City of Roanoke and shall take effect immediately upon such
SECTION 9. All ordinances, resolutions or orders or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Mayor

Attest: Olin E. Sheppard
City Clerk

I, the undersigned City Clerk of the City of Roanoke, do hereby certify that the foregoing ordinance bearing the approving signature of the Mayor was published by me in the "________
________", in the issue of "________", 1951, in accordance with the requirements of Section 8 of said ordinance.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official corporate seal of the City.

CITY CLERK, ROANOKE, ALABAMA

Olin E. Sheppard

I, Olin E. Sheppard, Clerk of the City of Roanoke, Alabama, hereby certify that the above and foregoing Ordinance No. 396 was passed and adopted by the Mayor and City Council of the City of Roanoke, Alabama, on the 27th day of February 1951, and was herein recorded and was published in the Roanoke Leader, a newspaper of general circulation in the City of Roanoke, Alabama, on the 1st day of March, 1951.

Clerk, City of Roanoke, Alabama

ORDINANCE # 397

AN ORDINANCE GRANTING AN EXCLUSIVE FRANCHISE FOR THE OPERATION OF A NATURAL GAS TRANSMISSION AND DISTRIBUTION SYSTEM IN THE CITY OF ROANOKE TO THE WATER WORKS AND GAS BOARD OF THE CITY OF ROANOKE