

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2024-40**

**AN ORDINANCE GRANTING NON-EXCLUSIVE AUTHORIZATION TO
BALDWIN COUNTY SEWER SERVICE, LLC FOR THE PURPOSE OF
CONSTRUCTING AND MAINTAINING A SANITARY SEWER SYSTEM WITHIN
CERTAIN PUBLIC RIGHTS-OF-WAY WITHIN THE CITY OF DAPHNE,
ALABAMA**

WHEREAS, Baldwin County Sewer Service, LLC (the “Company”) provides sewer service within the City of Daphne, Alabama (the “City”); and

WHEREAS, the Company desires to continue providing sewer service within the City, and to expand at times and maintain its sanitary sewer system within certain public rights-of-way within the City; and

WHEREAS, the City wishes to accommodate the Company’s desire and grant authorization to allow the Company to continue providing sewer service within the City, including the construction and maintenance of new facilities and the maintenance of existing facilities, in accordance with the terms and conditions contained herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, AS FOLLOWS:

The City Council of the City of Daphne does hereby grant to the Company a non-exclusive right to construct and maintain a sanitary sewer system in the City in and along certain rights-of-way, subject to the terms and conditions set forth in the following agreement:

CONSTRUCTION, RIGHT-OF-WAY USE & FRANCHISE AGREEMENT

THIS CONSTRUCTION, RIGHT-OF-WAY USE and FRANCHISE AGREEMENT (this “Agreement”) is entered into on this __ day of _____, 2024 (the “Effective Date”), by and between the CITY OF DAPHNE, ALABAMA (the “City”), and BALDWIN COUNTY SEWER SERVICE, LLC (the “Company”). The City and the Company are sometimes referred to individually herein as a “Party” and collectively as the “Parties.”

WHEREAS, the City is the owner of certain rights-of-way located along streets maintained by and under the control of the City (as further defined herein, the “Rights-of-Way”), and the City is authorized to grant corporations the non-exclusive right to construct, operate, and maintain a sanitary sewer system within the City; and

WHEREAS, the Company is qualified to do business in the State of Alabama and desires to provide sanitary sewer service within the City; and

WHEREAS, the City and the Company desire to enter into this Agreement concerning the installation and maintenance of a sanitary sewer system within the City’s Rights-of-Way, and certain other matters more fully contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the Parties hereto do hereby agree as follows:

1. **Definitions.** For the purposes of this Agreement, the following terms, phrases, words, and abbreviations shall have the following meanings:

- (a) “Control” shall have the meaning set forth in Section 13 of this Agreement.
- (b) “Customer(s)” means a Person who lawfully receives Services with the Company’s express permission within the City.
- (c) “Effective Date” shall have the meaning set forth in the preamble of this Agreement.
- (d) “Facilities” means all structures or systems designed for the collection, transmission, treatment, or disposal of sewage owned or controlled by the Company, including without limitation any pipes, trunk mains, interceptors, manholes, flow monitoring/metering manholes, clean-outs, grease traps, grit traps, oil/water separators, neutralization tanks, wyes, laterals, and any and all other equipment, appurtenances and fixtures as may be reasonably necessary or desirable in the operation of a sanitary sewer system and to provide Services under this Agreement.
- (e) “Franchise” shall have the meaning set forth in Section 2 of this Agreement.
- (f) “Franchise Fee” shall have the meaning set forth in Section 9(b) of this Agreement.
- (g) “Gross Revenues” means all income and revenue directly or indirectly received by the Company from the operation of the System in providing Services to Customers whose property receiving service is located within the City. Gross Revenues shall not include (i) any taxes on Services furnished by the Company by any municipality, state, or other governmental unit and collected by the Company for such governmental unit; (ii) non-operating revenues such as interest income or gain from the sale of an asset; (iii) site acquisition, construction management or supervision fees related to or incurred in support of the installation of the Facilities; (iv) contributions of capital by any third party to reimburse the Company in whole or in part for the installation of the Facilities; and/or (v) any revenues received by the Company for services provided to customers whose property receiving service lies outside the City.
- (h) “License Fee” shall have the meaning set forth in Section 9(a) of this Agreement.
- (i) “Person” shall mean any person, firm, partnership, association, corporation, limited liability company, or organization of any kind.
- (j) “Right-of-Way” or “Rights-of-Way” shall mean the surface of, and the space above and below, any public street, road, highway, alley, sidewalk, parkway, park, skyway, or other public right-of-way, and any other place, area, or real property owned by or under the control of the City for vehicular travel purposes and utility easements.
- (k) “Service Area” means those areas within the corporate limits of the City of Daphne where the Company provides Services.
- (l) “Services” means the offering of sanitary sewer services, including septic tank pumping services, for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of facilities used.

(m) “System” means the sewer Facilities which are owned and operated by the Company.

(n) “Term” shall have the meaning set forth in Section 3 of this Agreement.

2. **Grant.** In consideration of the benefits to accrue to the City and the inhabitants thereof, the City hereby grants the Company the non-exclusive right and license to construct, own, maintain, operate, extend and enlarge in the City a plant or system for the collection, treatment, or disposal of sewage for all purposes whatsoever in and through the City and a non-exclusive franchise to provide sewer services to customers located within the City (the “Franchise”). Subject to the terms of this Agreement and applicable law, the Company may construct, own, maintain, operate, extend and enlarge its sanitary sewer system in any Rights-of-Way. The City will not vacate any public Right-of-Way containing any Facilities without first advising the Company of its intention to vacate the Right-of-Way and cooperating with the Company in reasonable attempts to obtain the necessary property rights to maintain the Facilities in the Right-of-Way. The Company shall have the power and authority, subject to applicable law, to make, adopt and enforce rates, rules and regulations for the furnishing of sewer services and for the reasonable operation of its System. The City will not prohibit the Company from making connections of the Facilities to new customers or providing service to new accounts within the territorial limits of City.

3. **Term.** The franchise granted under this Agreement shall be for an initial term of ten (10) years from the Effective Date, unless otherwise lawfully terminated (the “Term”). Upon the expiration of the initial ten year term, the Company and the City may mutually agree to renew this Agreement for one (1) additional ten (10) year term by executing a renewal of this Agreement prior to the expiration of the Term. Any renewal of this Agreement shall be performed in accordance with applicable laws.

4. **Installation of Facilities.** The Company shall not install any new Facilities in any Right-of-Way without having received a permit from the City, which permit shall be approved, as long as the proposed new Facilities are in compliance with the terms of this Section 4. The Company shall install all Facilities so as to minimize interference with the proper use of Rights-of-Way, public utilities, and with the rights and reasonable convenience of the City and property owners whose property adjoins any Rights-of-Way. The Company agrees to the following conditions, limitations, and restrictions related to the installation of its Facilities in, on or through any portion of the Rights-of-Way:

(a) The Company shall hold a pre-construction meeting with the City at least ten (10) days prior to beginning the installation within the public Right-of-Way of any line extension greater than 1 mile in length to advise the City of its planned activities.

(b) The Company agrees to supply the City with a construction sketch or drawing prepared in GIS format showing the proposed general location of all collection or transmission line extensions to be installed in public Right-of-Way, less than 1 mile in length. For line collection or transmission line extensions 1 mile or greater in length, digital drawings shall be provided in a compatible version of GIS and/or Autocad 2000. For lift stations and grinder pumps installed on private property, no sketch or drawing shall be required to be submitted to the City by the Company. No sketch or drawing shall be required to be submitted to the City by the Company to install a service line to a customer. Any required digital drawings of construction plans shall be submitted ten (10) days prior to construction and digital as-built drawings within six (6) months

of the completion of any construction. Final as-built drawings will be supplied in Autocad 2000 using NAD 83 coordinates, GIS format, or such other digital formats as are reasonably acceptable to the Parties.

(c) The Company agrees to “white-line” its path for planned construction for the day of construction.

(d) The Company lines shall have at least a 12” separation vertically and at least 24” separation horizontally from all utility lines, if any, including gas lines, water lines and sewer lines, unless otherwise approved by the City.

(e) The Company agrees to stay three (3) feet away, measured horizontally, from power poles unless it is utilizing such poles pursuant to a pole attachment arrangement, unless otherwise approved by the City.

(f) The Company or the Company’s contractor will request locates and the City shall provide locates of its Facilities, if any, as required by Alabama’s 811 law and regulations.

(g) The Company shall clear the streets of any drill mud, debris and other obstructions that accumulate as a result of the Company’s construction activities and will not permit its activities to create a hazard to any persons or property. In the event that any such drill mud, debris or other obstruction caused by the Company’s activities encroaches upon the street, the Company shall take immediate corrective action to remove the same.

(h) If streets and other Rights-of-Way are damaged by the Company, its employees, agents or contractors in installation or subsequent maintenance and repair of its Facilities, the Company, upon written notice from the City and at the Company’s sole expense, shall promptly repair and restore such streets or Rights-of-Way to the same or better condition than such streets or Rights-of-Way were in prior to such damage, and to the reasonable satisfaction of the City.

(i) The Company shall contact affected property owners to discuss any repairs, dress-up or clean-up of such owners’ property necessitated by the installation of the Company’s Facilities, and shall perform any necessary repair, dress-up or clean-up to such property at the Company’s sole expense.

(j) At all times, the Company shall be responsible for safety at, about and around its work and shall, at its sole expense, provide safe and adequate traffic control when necessary and at its own expense provide full and complete warnings to safeguard the public and to prevent injury or damage, including, but not limited to, any and all signage, cones, markings, lighting and otherwise, deemed, in the sole discretion of the Company, to be adequate and the Company shall assume all liability for any injury or damage in any way related directly, or indirectly to the provision or non-provision or inadequate provision of such controls, warnings, etc., and shall, at its sole expense, defend, indemnify and hold the City harmless of and from any and all actions in any way related to any injury or damage claimed to be the result of inadequacies in traffic control, warnings, or otherwise.

(k) The decision of when and the location and type of Services provided within the City is solely within the discretion of the Company during the Term.

(l) Throughout the Term of this Agreement, provided the Company complies with the foregoing requirements, the Company shall be entitled to expand and upgrade its System as it

deems reasonably necessary, in accordance with the Company's construction standards and specifications.

5. **Relocation of Facilities.** Upon its receipt of reasonable notice, not to be less than 60 days, the Company shall, at its own expense, protect, support, temporarily disconnect, relocate in the Right-of-Way, or remove from the Right-of-Way, any property of the Company when lawfully required by the City by reason of traffic conditions, public safety, street abandonment, freeway, and street construction, change or establishment of street grade, installation of storm sewers, or any other types of structures or improvements to be constructed by the City, with the exception of competing sewer lines or facilities, within the Right-of-Way, provided that the request to move facilities shall not exceed 2,500 linear feet in any one year. For any relocation of facilities in excess of 2,500 linear feet in any one year, the Company and the City shall enter into a cost sharing agreement whereby the City shall share the relocation, removal, etc. costs by way of a 50/50 actual cost reimbursement agreement with the Company. The City shall give the Company reasonable notice of plans to grade or change the line of any street or Right-of-Way or to construct or reconstruct any drainage, sewer or water system therein or of any demand that the Facilities be relocated for the reasons set forth herein. The Company may also be required to relocate its Facilities where public utilities or other users of the Right-of-Way require access; provided, however, that nothing herein shall be construed as a waiver of the Company's rights under applicable law. Any such movement shall be at the expense of the third party. With respect to location of its existing public utility lines, if any, the City agrees that during the period of the Company's installation of any Facilities pursuant to this Agreement, the City will locate all its public utility lines, if any, as required by Alabama's 811 laws. It shall be the duty of the Company or its contractor(s) to request the City to locate its public utility lines, if any.

6. **Damage to Existing Utilities.** The Company hereby agrees that (a) during the installation process, and (b) at any time after such installation, the Company will immediately notify the appropriate utility provider in the event that the Company, or any of its related entities, employees, agents or contractors damages a utility line, including private service lines. Provided that the party owning the lines has complied with Alabama's 811 law and regulations then any repairs to such utility lines and private service lines must be made immediately, and at the Company's sole expense, and shall only be made by appropriately licensed and bonded contractors.

7. **Compliance with Codes.** All construction, installation, maintenance, and operation of the System or of any Facilities employed in connection therewith shall comply with the provisions of all applicable laws, rules or regulations. The Company shall comply with ordinances, rules, and regulations established by the City pursuant to the lawful exercise of its police powers and generally applicable to all users of the Rights-of-Way. The City reserves the right to lawfully exercise its police powers.

8. **Indemnity to The City.** At all times both during and after installation, so long as the Company's System is located upon any portion of the City's Rights-of-Way, the Company covenants, warrants and agrees to indemnify and hold harmless the City, its elected officials, officers, employees, agents and contractors of and from any and all suits, damages, claims, liabilities, losses and expenses, including reasonable attorneys' fees, directly or indirectly arising from or related to: (a) the installation, operation, repair or maintenance by any Person of the

Company's System within the City; (b) provided that the City has complied with Alabama's 811 law and regulations, any injury, loss or damage to the City's utility lines arising from or related to the installation, operation, repair or maintenance of the Company's System; and (c) provided that the private service line owner has complied with Alabama's 811 law and regulations, any injury, loss or damage to private service lines arising from or related to the installation, operation, repair or maintenance of the Company's System. Without the intent of limiting any of the foregoing, it is agreed that the Company shall indemnify and hold harmless the City, its elected officials, officers, employees, agents and contractors of and from any and all claims for personal injury, wrongful death, property damage, or otherwise alleged to be directly or indirectly attributable, in whole or in part, to the acts or omissions of the Company or its officers, employees, agents, or contractors in connection with the subject of this Agreement, which indemnity shall be at the sole expense of the Company, including the obligation to pay any and all sums required, including any settlement, judgment, attorneys' fees, court costs, or otherwise. In the event the City believes it has a claim subject to indemnification it must promptly give the Company written notice of such claim. Within sixty (60) days of its receipt of written notice of the City's claim, the Company shall notify the City in writing whether it will defend such claim. If the Company assumes the defense of such claim it shall be entitled to defend the claim in any manner it sees fit including settlement, provided no settlement imposes liability on the City without the City's prior written consent.

9. **Fees.**

(a) **License Fee.** As consideration for use of the City's Rights-of-Way as set forth in this Agreement, the Company agrees to pay the City upon execution of this Agreement a one-time License Fee of Five Thousand Dollars (\$5,000).

(b) **Franchise Fee.** The Company shall pay the City a franchise fee equal to three percent (3%) of the Gross Revenues received by the Company from the sale of Services to Customers whose property receiving service is located within the City (the "**Franchise Fee**"). The payment of the Franchise Fee shall be made on a quarterly basis and shall be due and payable no later than forty-five (45) days after the last day of each March, June, September and December throughout the Term of this Agreement. Each Franchise Fee payment shall be accompanied by a certified report from a representative of the Company, which shows the basis for the computation of all Gross Revenues received by the Company from sale of the Services to Customers located within the City limits during the period for which such Franchise Fee payment is made. If the Franchise Fee payment is not actually received by the City on or before the applicable due date set forth in this Section, interest shall accrue on the outstanding amount at the state legal interest rate of six percent (6%) annually (Alabama Code (1975) § 8.8.1).

(c) **Audit.** During the Term of this Agreement, once every twelve (12) months and upon reasonable prior written notice, during normal business hours, the City shall have the right to inspect the Company's financial records used to calculate the City's Franchise Fee, and the right to audit and to re-compute any amounts determined to be payable under this Section at the City's expense; provided, however, that any such audit shall take place within three (3) years from the date the City received such payment, after which period any such payment shall be considered final. If the City believes it is owed any additional compensation from the Company, it will give the Company notice of same along with a calculation of the additional amount. The Parties shall work together in good faith to resolve the matter. Any additional amounts due to either Party shall be promptly paid within thirty (30) days following resolution of the payment dispute.

11. **Liability Insurance.** At all times during the term of this Agreement, the Company shall maintain, at its own cost and expense, a general liability policy in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 general aggregate limit for bodily injury and property damage. Such general liability policy shall designate the City as an additional insured and shall be non-cancellable except upon thirty (30) days' prior written notice to the City. The City shall be provided with a certificate or certificates of such coverage. In addition, the Company shall secure any and all other insurance as the Company, in its sole discretion deems appropriate. Nothing in this paragraph is intended to be a waiver of the City's immunity under State-agent immunity or any other immunity afforded municipalities under Alabama or Federal law.

12. **Books and Records.** Throughout the Term of this Agreement, the Company agrees to keep such books and records regarding the operation of the System and the provision of Services in the City as are reasonably necessary to ensure the Company's compliance with the terms and conditions of this Agreement. All such documents pertaining to financial matters, which may be the subject of an audit by the City, shall be retained by the Company for a minimum period of six (6) years.

13. **Transfer of Ownership or Control**

(a) The Company shall not transfer this Agreement or any of the Company's rights or obligations in or regarding the Agreement without the prior written consent of the City, which shall not be unreasonably withheld. No such consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Company in the Agreement or in the portion of the System located within the City in order to secure indebtedness, (ii) a transfer to any Person controlling, controlled by or under the same common control as the Company, (iii) a transfer to any Person purchasing all or substantially all of the assets or common stock of the Company, or (iv) a transfer of less than 50% of the shares or ownership interest of the Company.

(b) The Company shall give the City prior written notice of any impending transfer of Control of the Company or its assets located within the City under Sections 13 (a)(ii) or (iii). Furthermore, the Company shall ensure that the Person to whom Control of the Company or its assets is transferred is authorized by the applicable state or federal authority to occupy the Rights-of-Way pursuant to this Agreement and assumes in writing all of the obligations of the Company under this Agreement effective as of the date of the transfer of Control or sale. The Company shall provide the City with a copy of such assignment instrument upon request. The transfer of ownership or Control pursuant to this section shall not be deemed to waive any rights of the City to subsequently enforce noncompliance issues relating to this Agreement even if such issues predated the transaction, whether known or unknown to the City.

(c) For purposes of this Section 13, "Control" means ownership of a majority interest or the actual working control and day to day management of the Company.

14. **Compliance with Applicable Law.** The Company shall at all times comply with all laws applicable to its provision of Services in the City. Notwithstanding the foregoing, the Franchise Fees paid pursuant to this Agreement shall replace and be paid in lieu of any business license fees normally assessed to the Company pursuant to City Ordinance and Alabama law.

15. **Enforcement and Termination.**

(a) **Breach.** In addition to all other rights and powers retained by the City under this Agreement or otherwise, the City reserves the right to terminate this Agreement and all rights and privileges of the Company hereunder in the event of a material breach of its terms and conditions.

(b) **Notice of Violation.** In the event the City believes the Company has not complied with the provisions of this Agreement, the City shall make a written demand that the Company comply with any such provision, rule, order, or determination under or pursuant to this Agreement. If the violation by the Company continues for a period of sixty (60) days following the Company's receipt of such written demand without written proof that the corrective action has been taken or is being actively and expeditiously pursued, the City may place the issue of termination of the Agreement before the City Council. The City shall cause to be served upon the Company, at least twenty (20) days prior to the date of such a City Council meeting, a written notice of intent to request such termination, the provisions of this Agreement under which termination is sought, and the time and place of the meeting. Public notice shall be given of the meeting and issues that the City Council is to consider pursuant to the requirements of Alabama law.

(c) **Consideration of Breach.** The City Council shall hear and consider the issue and shall hear any Person interested therein and shall determine whether or not any substantial breach by the Company has occurred.

(d) **Declaration of Forfeiture.** If the City Council shall determine the violation by the Company was the fault of the Company and within its control, the City Council may, by resolution (i) seek specific performance of any provisions which reasonably lends itself to such remedy, as an alternative to damages; or (ii) commence an action at law for monetary damages; or (iii) declare a substantial breach and declare that this Agreement shall be terminated unless there is compliance within such period as the City Council may fix, such period not to be less than sixty (60) days, provided no opportunity for compliance need be granted for fraud or misrepresentation.

(e) **No Forfeiture of Legal Rights or Remedies.** Nothing herein shall be construed as a waiver or forfeiture of any right or remedy that either Party may have concerning or arising out of this Agreement, including the right to seek judicial redress for any breach or violation of the terms of this Agreement.

(f) **[Intentionally Omitted].**

16. **Miscellaneous.**

(a) **Applicable Law.** This Agreement will be deemed to be a contract made under the laws of the State of Alabama and for all purposes will be governed by and interpreted in accordance with the laws prevailing in the State of Alabama, without regard to principles of conflict of laws.

(b) **Entire Agreement.** The terms and provisions of this Agreement constitute the entire agreement between the Parties, and there are no collateral agreements or representations or warranties other than as expressly set forth or referred to in this Agreement.

(c) **Inurement.** This Agreement shall be binding upon, and shall inure to the benefit of, the respective Parties, their successors and assigns, including any and all subsequent owners of the portion of the System located in the City and installed pursuant to this Agreement.

(d) Fees and Costs. In the event of any disputes or controversies arising from the Agreement or its interpretation, the prevailing Party shall be entitled to recover from the non-prevailing Party, in addition to any other relief awarded, the costs and expenses incurred in connection with such dispute or controversy, including reasonable attorneys' fees.

(e) No rights to private property. Nothing in this Agreement shall be construed expressly or impliedly to grant to the Company any rights with respect to any private property.

(f) The Company's repair, inspection, etc. All of the obligations imposed by this Agreement upon the Company with regard to construction shall be equally applicable in the event that the Company or its agents, employees or contractors, repair, inspect, or otherwise, deal with the Rights-of-Way. All obligations, duties and responsibilities imposed upon the Company by this Agreement shall be continuing and not limited solely to the construction period.

(g) Independent contractor. The Parties stipulate and agree that the Company is an independent contractor and neither Party shall take any action or make any statement that could, in any way, suggest a different relationship between the Parties. It is specifically agreed that the Parties hereto are not partners or joint venturers and do not occupy any similar relationship.

(h) No guaranty, etc. by the City. It is hereby agreed that neither the City nor any of its elected officials, officers, employees, agents or contractors have made any guaranty, representation, promise or assurance to the Company or its officers, officials, employees or contractors, other than as expressly contained in writing in this Agreement and the Company stipulates and agrees that it is not relying upon any promise, representation, guaranty or assurance, other than as is contained in writing in this Agreement.

(i) Notice. Any notice or response required under this Agreement shall be in writing and shall be deemed given upon receipt: (i) when hand delivered; (ii) when delivered by commercial courier; or (iii) after having been posted in a properly sealed and correctly addressed envelope by certified or registered mail, postage prepaid, return receipt requested. The addresses of the Parties for notice are as follows:

If to the City: City of Daphne
Office of the Mayor
1705 Main Street
Daphne, Alabama 36526

With copy to: Adams and Reese LLP
Jay M. Ross, Esq.
11 North Water Street, Suite 23200
Mobile, AL 36602

If to the Company: Baldwin County Sewer Service LLC
Gerry McManus, Controller
PO Box 1628
Foley, Alabama 36536

With copy to: Conner Law Firm
David J. Conner, Esquire
23710 Highway 98, Suite B
Fairhope, Alabama 36532

The City and the Company may designate such other address or addresses from time to time by giving notice to the other as provided in this section.

(j) Severability. If the legislature or a court or regulatory agency of competent jurisdiction determines that any provision of this Agreement is illegal, invalid, or unconstitutional, all other terms of this Agreement will remain in full force and effect for the Term of the Agreement and any renewal.

(k) Change of Law. In the event that any effective legislative, regulatory, judicial, or legal action materially affects any material terms of this Agreement, or the ability of the City or the Company to perform any material terms of this Agreement, the Parties agree to amend this Agreement as necessary to comply with the changes in law within thirty (30) days of receipt of written notice of such change in law.

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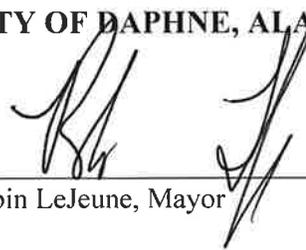
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Publication, Effective Date and Acceptance. This Ordinance shall be published in accordance with applicable laws. This Ordinance and Agreement shall become effective only upon receipt of a written unconditional acceptance by the Company of the terms and conditions contained herein within thirty (30) days of the passage of this Ordinance.

With its acceptance, the Company shall also deliver a certified or cashier's check, approved by the City, in the amount of Five Thousand Dollars (\$5,000) made payable to the City of Daphne, Alabama, as a license fee, and insurance certificates as required herein, that have not previously been delivered. The license fee shall be deposited in an account of the City, and shall serve to recover expenses incurred by the City in the preparation of this Ordinance, including attorneys' fees incurred by the City.

ADOPTED AND APPROVED this 16th day of December, 2024.

CITY OF DAPHNE, ALABAMA



Robin LeJeune, Mayor

ATTEST:



Candace G. Antinarella, MMC, City Clerk

APPROVED AND ACCEPTED:

BALDWIN COUNTY SEWER SERVICE, LLC

Name: _____

Title: _____

Date: _____