

**ORDINANCE NO. 1717**

**AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO SOUTHERN LIGHT, LLC, FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A FIBER-OPTIC TRANSMISSION LINE WITHIN CERTAIN PUBLIC RIGHTS-OF-WAY WITHIN THE CITY OF FAIRHOPE, ALABAMA**

**WHEREAS** SOUTHERN LIGHT, LLC (hereinafter referred to as the "Franchisee") desires to construct a fiber-optic transmission line within certain public Rights-of-way within the City of Fairhope, Alabama; and

**WHEREAS** the Franchisee agrees and recognizes that it is required to obtain consent in the form of a franchise from the City of Fairhope in order to construct the proposed fiber-optic transmission line within the corporate limits of the City of Fairhope; and

**WHEREAS** the City Council wishes to grant a franchise for the construction of the proposed fiber-optic transmission line in accordance with the terms and conditions contained herein.

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

The City Council of the City of Fairhope does hereby grant to SOUTHERN LIGHT, LLC a non-exclusive franchise granting the limited authority to construct a fiber-optic transmission line in the City of Fairhope in and along its Rights-of-way subject to the terms and conditions set forth below.

**WITNESSETH:**

The City does hereby grant to Southern Light, L.L.C., an Alabama Limited Liability Company, a non-exclusive franchise as set out below to operate and construct a fiber-optic transmission line:

**SECTION 1. Defined Terms.** For purposes of this Franchise, the following terms, words and phrases shall have the meanings set forth below. When not inconsistent with the context, words used in the singular number shall include the plural number, and words in the plural number shall include the singular.

1.1. "City" means the City of Fairhope, Alabama.

1.2. "Governing Body" or "City Council" means the City Council of the City of Fairhope, Alabama.

1.3. "Gross Revenue" means all local revenues, in whatever form and from all sources, determined in accordance with generally excepted accounting principles that are received or accrued by Company from customers to the company's services within the City. Gross Revenue shall include all local revenues received from customers for the Company's services within Fairhope, with a deduction for Company's uncollectible accounts, but without deduction for operating expenses, accruals, or any other expenditure. Notwithstanding the foregoing, Gross Revenue shall not include any taxes on services furnished by Company imposed by any municipality, state, or other governmental unit and collected by Company for such governmental unit, nor shall it include taxes of general applicability imposed on the customer or the transactions (but not on Company or any of its affiliates) by federal, state, or local law and required to be collected and remitted by the Company or any of its affiliates to the governmental unit, including sales, use and utility taxes. Gross Revenues shall not include revenues arising from or relating to services provided by the Company that both originate and terminate outside the corporate limits of the City. Gross Revenues on services that originate in another municipality and terminate in the City shall be evenly apportioned among the two for the purposes of calculating the fee owed to each by the Company, such that the aggregate use fee paid by the Company shall not exceed five percent (5%) of the Gross Revenue on said services.

1.4. "Person" means any natural or corporate person, business association or other business entity including, but not limited to, a partnership, sole proprietorship, political subdivision, public or private agency of any kind, utility, successor or assign of any of the foregoing, or any other legal entity.

1.5. "Rights-of-way" means the surface and space above and below any public street, boulevard, road, highway, freeway, lane, alley, sidewalk, parkway, driveway, public ways, or other public rights of way, including, public utility easements, dedicated utility strips or rights of way dedicated for compatible uses held by the City or located within the City and the police jurisdiction if allowed by law which shall entitle the City and other Franchisees and the Franchisee to use the same for the purpose of installing, operating, repairing and maintaining the System so long as such use does not interfere with other previously placed facilities by the City or any other Franchisee.

1.6. "System" shall mean a system of pipes, transmission lines, meters, equipment and all other facilities associated with the operation of fiber-optic transmission lines by the Franchisee in accordance with the terms and conditions contained herein.

**SECTION 2. Procedure for Granting Franchise.** Any person desiring a franchise shall apply to the City for such a grant. The application for a franchise shall be in writing, in the form approved by and containing such information as required by the City and must be accompanied by a nonrefundable application fee of Two Thousand Five Hundred Dollars (\$2,500.00) by cashier's check, certified check or money order payable to City of Fairhope.

**SECTION 3. Grant of Authority.** The City hereby grants to the Franchisee the non-exclusive and limited authority to construct, install and maintain a fiber-optic transmission line in and along the Rights-of-way in the City of Fairhope from time to time as approved and for a period of fifteen years from the day this franchise agreement is signed by both parties. The Franchisee shall not expand or extend the System installed or constructed within the City pursuant to this Franchise without approval from the Building Department of the City of Fairhope.

**SECTION 4. Compensation.** The Grantee shall pay to the City as a franchise fee of Five percent (5%) of its Gross Revenues during each calendar year of operation under this franchise. Such payments shall be made quarterly during each calendar year, within fifteen (15) days of the close of each quarter. An annual financial statement shall be furnished to the City by the Grantee on or before April 1<sup>st</sup> of each year, or at any time upon request of the City after thirty (30) days written notice, such report to show Gross Revenues received by the Grantee from its operations with the City for the previous year. However, at any time, upon request by the City and after sixty (60) days written notice, an annual certified audit report shall be furnished to the City by the Grantee, showing Gross Revenues received by the Grantee from its operations within the City for the previous year. The City shall be allowed to conduct its own audit of the financial books and records of the Grantee at least every three years. Acceptance of any fee payment shall not be deemed a waiver or release of any claims the City may have for additional sums, nor construed as an accord or Franchise that the amount paid is correct.

**SECTION 5. Duration and Term.** The franchise granted hereunder shall be for an initial term of ten (10) years (the "Initial Term") commencing on the effective date of this Ordinance and Franchise, unless otherwise lawfully renewed, revoked, or terminated as herein provided. Upon the expiration of the Initial Term, the Franchisee or the City shall have the option to renew this Franchise for one additional term of the time of which is not yet determined subject to the terms and conditions contained herein, by giving written notice, sixty (60) days before the expiration of the Initial Term, to the other party of that party's intent to renew this Franchise for the additional term.

**SECTION 6. Grant of Non-Exclusive Authority.** The right to use and occupy the Rights-of-way for the purposes herein set forth shall not be exclusive, and the City reserves the right to grant the use of said Rights-of-way to any person, firm, or corporation at any time and for any lawful purpose. This Franchise shall not be construed to create any rights beyond the terms, conditions and periods set forth, except as provided herein. The City does not warrant any of the rights granted by this Franchise.



**SECTION 7. Reservation of Regulatory and Police Powers.** The City, by the granting of this franchise does not surrender or to any extent lose, waive, impair or lessen the lawful powers and rights now, or which may be hereafter, vested in the City under the Constitution and the statutes of the State of Alabama to regulate the use of its Rights-of-way by the Franchisee or any person or to charge reasonable compensation for such use, and the Franchisee, by its acceptance of this franchise, agrees that all lawful powers and rights, regulatory power, police power or otherwise that may be from time to time vested in or reserved to the City, shall be in full force and effect and subject to the exercise thereof by the City at any time. The Franchisee is deemed to acknowledge that its rights are subject to the regulatory and police powers of the City to adopt and enforce ordinances necessary for the safety and welfare of the public and agrees to comply with all applicable laws and ordinances enacted by the City pursuant to such powers. The parties agree that this franchise shall be subject to the City's new Right-of-Way Ordinance. Further, Grantee shall comply with the City Tree Ordinance, Right of Way Ordinance, all City ordinances, state laws and federal laws whether now existing or later enacted. Any conflict between the provisions of this Franchise and any other present or future lawful exercise of the City's police powers shall be resolved in favor of the latter.

**SECTION 8. Standards of Service.**

8.1. Conditions of Street Occupancy. All portions of the System and all associated equipment installed or erected by the Franchisee pursuant to this Franchise shall be located so as to cause minimum interference with the proper use of the Rights-of-way and with the rights and reasonable convenience of property owners who own property that adjoins any of such Rights-of-way. As the City upgrades its electrical system and places power lines underground, Franchisee will also place its fiber optic lines underground and this will be done at no cost to the City. No open trenching shall be allowed in developed areas without the prior written approval of the City.

8.2. Restoration of Rights-of-way. If during the course of the Franchisee's construction, operation, or maintenance of the System a disturbance of any Rights-of-way by the Franchisee occurs, it shall, at its expense, replace and restore such Rights-of-way to a condition comparable to the condition of the Rights-of-way existing immediately prior to such disturbance to the satisfaction of the City. The work to be done under this Franchise, and the restoration of Rights-of-way as required herein, must be completed within the date specified in any permits authorizing the work. The Franchisee shall perform the work according to the standards and with the materials specified or approved by the City, or in the case of state or federal highways within the City in accordance with the appropriate Department of Transportation standards.

8.3 Relocation at Request of the City. Upon its receipt of reasonable notice, not to be less than forty-five (45) days, except where emergency conditions require shorter notice, the Franchisee shall, at its own expense, protect, support, temporarily disconnect, relocate in the Rights-of-way, or remove from the Rights-of-way, any property of the Franchisee 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 sewers, drains, gas or water pipes, electrical or telecommunications lines, when such installation or construction is being done directly by or for the City, the state or federal government. Should the Franchisee refuse or fail to remove its equipment or plant as provided for herein within forty-five (45) days after written notification, the City shall have the right to do such work or cause it to be done, and the reasonable cost thereof shall be chargeable to the Franchisee.

8.4. Trimming of Trees and Shrubbery. The Franchisee shall reasonably compensate the City for any damages, in such amounts as determined by the City, caused by trimming, cutting or removing trees or shrubbery, or shall, at its own expense, replace all trees or shrubs damaged as a result of any construction, installation, repair or maintenance of the System undertaken by the Franchisee to the satisfaction of the City.



8.5. Safety and Permit Requirements. Construction, installation, repair and maintenance of the System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial compliance with applicable federal, state, and local laws, rules and regulations, including all permit requirements and ordinances adopted by the City which are now in effect or are hereafter adopted. The System or parts thereof shall not unreasonably endanger or interfere with the safety of persons or property in the area.

8.6. Minimum Standards. All of the construction by the Franchisee shall conform, at a minimum, to the minimum standards of the Franchisee. In the event there is a conflict between the standards adopted by the Franchisee and any applicable federal, state or local standards, including ordinances adopted by the City, the stricter standard shall apply.

8.7. Obstructions of Rights-of-way. Except in the case of an emergency, or with the approval of the City Public Works Department with the consent of the Fairhope Police Department, which consent shall not be unreasonably withheld, no Rights-of-way obstruction or excavation may be performed when seasonally prohibited or when conditions are unreasonable for such work. The Franchisee shall not so obstruct the Rights-of-way so as to interfere with the natural, free and clear passage of water through the gutters, drains, ditches or other waterways.

8.8. Safety Requirements.

- a) The Franchisee shall at all times employ the highest degree of care as is commensurate with the practical operation of its business and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public.
- b) The Franchisee shall install and maintain the System in accordance with the requirements of all applicable regulations of the City, which may be amended from time to time, and in such manner that its operations will not interfere with any installations of the City or of a public utility serving the City.
- c) All structures and all lines, equipment, and connections in, over, under and upon the Rights-of-way, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.
- d) The Franchisee shall maintain a force of employees at all times sufficient to provide safe, adequate and prompt service for the System.

8.9. Least Disruptive Technology. The Franchisee is encouraged to perform construction and maintenance of the System in a manner resulting in the least amount of damage and disruption to the Rights-of-way. The Franchisee will be required to use trenchless technology for any portion of construction or maintenance projects which lie beneath the paved or improved portion of any roadway to which this Franchise applies, unless otherwise approved by the City Council. The City Public Works Department may require trenchless technology in other locations, where circumstances prevent or make open-cut methods impractical. The Franchisee may use either the open-cut method or trenchless technology for construction outside the paved or improved portion of any roadway to which this Franchise applies.

**SECTION 9. Enforcement and Termination of Franchise.**

9.1. Notice of Violation. In the event the Franchisee has not complied with the terms of this Franchise, the City shall notify the Franchisee in writing of the nature of the alleged noncompliance.

9.2. Right to Cure or Respond. The Franchisee shall have 30 days from receipt of the notice described in Section 8.1: (a) to respond to the City by contesting the assertion of noncompliance, (b) to cure such default, or (c) in the event that, by the nature of default, such default cannot, for reasons beyond the control of the Franchisee, be cured within the 30-day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed.

9.3. Public Hearing. In the event the Franchisee fails to respond to the notice described in Section 8.1 or contests the assertion of noncompliance pursuant to the procedures set forth in Section 8.2, or in the event the alleged default is not remedied within 30 days or by the date projected pursuant to 8.2 above, the City shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the City which is scheduled at a time not less than five business days there from. The City shall notify the Franchisee in writing of the time and place of such meeting and provide the Franchisee with an opportunity to be heard.

9.4. Enforcement. In the event the City, after such meeting, determines that the Franchisee is in default of any provision of this Franchise, the City may pursue any or all of the following remedies:

- a) Seek specific performance of any provision which reasonably lends itself to such a remedy; or
- b) Make a claim against any surety or performance bond which may be required to be posted; or
- c) Restrain by injunction the default or reasonably anticipated default by the Franchisee of any provision of this Franchise; or
- d) Seek any other available remedy permitted at law or equity.
- e) In the case of a material default of this Franchise, declare the Franchise to be revoked in accordance with the following:
  - i. The City shall give written notice to the Franchisee of its intent to revoke the Franchise on the basis of noncompliance by the Franchisee. The notice shall set forth the exact nature of the noncompliance. The Franchisee shall have 30 days from such notice to object in writing and to state its reasons for such objection. In the event the City has not received a satisfactory response from the Franchisee, it may then seek termination of this Franchise at a public meeting. The City shall cause to be mailed to the Franchisee, by regular mail, at least 10 days prior to such public meeting, a written notice specifying the time and place of such meeting and stating its intent to seek such termination.
  - ii. At the designated meeting, the City shall give the Franchisee an opportunity to state its position on the matter, after which it shall determine whether or not this Franchise shall be terminated. The Franchisee may appeal such determination to the Circuit Court of Baldwin County, which shall have the power to review the decision of the City and to modify or reverse such decision as justice may require. Such appeal must be taken within 30 days of the issuance of the determination by the City.
  - iii. The City may, in its sole discretion, take any lawful action which it deems appropriate to enforce the City's rights under this Franchise in lieu of revocation of the Franchise.

9.5. Impossibility of Performance. The Franchisee shall not be held in default or noncompliance with the provisions of this Franchise, nor suffer any enforcement or penalty relating thereto, where such noncompliance or alleged defaults are caused by strikes, acts of God, power outages or other events reasonably beyond its ability to control, but not the payment of fees or damages as a result of its business or operations practices.

**SECTION 10. Default.** Each of the following shall constitute a material default by the Franchisee:

10.1. Failure to make any payments to the City required to be made as set forth in this Franchise.

10.2. Failure to maintain a liability insurance policy, cash or other bond that is not cured within thirty (30) days following written notice to the Franchisee.



10.3. Failure to provide or furnish any information required under this Franchise to the City that is not cured within thirty (30) days following written notice to the Franchisee.

10.4. Any breach or violation of any ordinance, rule or regulation or any applicable safety or construction requirements or regulations that present a threat to health or safety that has not been cured within thirty (30) days written notice.

10.5. The occurrence of any event relating to the financial status of the Franchisee which may reasonably lead to the foreclosure or other judicial or non-judicial sale of all or any material part of the System or the assets of the Franchisee.

10.6. The condemnation by a public authority, other than the City, or sale or dedication under threat or in lieu of condemnation, of all or substantially all of the facilities; or

- a) If the Franchisee shall make an assignment for the benefit of creditors, shall become and be adjudicated insolvent, shall petition or apply to any tribunal for, or consent to, the appointment of, or taking possession by, a receiver, custodian, liquidator or trustee or similar official pursuant to state or local laws, ordinances or regulations of any substantial part of its property or assets, including all or any part of the System; or
- b) a writ of attachment, execution, distraint, levy, possession or any similar process shall be issued by any tribunal against all or any material part of the Franchisee's property or assets; or
- c) any creditor of the Franchisee petitions or applies to any tribunal for the appointment of, or taking possession by, a trustee, receiver, custodian, liquidator or similar official for the Franchisee or for any material parts of the property or assets of the Franchisee under the law of any jurisdiction, whether now or hereafter in effect, and a final order, judgment or decree is entered appointing any such trustee, receiver, custodian, liquidator or similar official, or approving the petition in any such proceeding; or
- d) any final order, judgment or decree is entered in any proceedings against the Franchisee decreeing the voluntary or involuntary dissolution of the Franchisee.

**SECTION 11. Permits.** Prior to any excavation within the Rights-of-way, the Franchisee shall obtain a permit from the City pursuant to this Franchise, and the work shall be performed in accordance with all applicable ordinances and codes and any subsequent ordinances or regulations that may be adopted by the City. Repair and replacement of the Rights-of-way due to the Franchisee's installation, removal, relocation, maintenance and repair of its System or facilities shall be accomplished to the satisfaction of the City.

**SECTION 12. Insurance and Bonds.** The Franchisee shall maintain in full force and effect, at its own cost and expense, a comprehensive general liability insurance policy in the amount of \$1,000,000.00 for bodily injury and property damage per person and \$3,000,000.00 as to each occurrence, satisfactory to the City. In addition, the Franchisee shall obtain worker's compensation coverage as required by the laws of the State of Alabama. The City shall be named as an additional insured on all insurance policies, and the Franchisee shall provide the City with a certificate of insurance designating the City as an additional insured on each policy and extension or renewal thereof. An endorsement shall be included with the policy that states that the policy shall not be cancelled without giving thirty (30) days written notice of such cancellation to the City. Additionally, upon application for a permit to construct or repair any portion of the system the City may require the posting of a cash or corporate bond in an amount in the Building Department's discretion is necessary to ensure the prompt payment for any damage that may be caused by Franchisee or for the prosecution of the work in the event it is not completed, or completion is substandard.



**SECTION 13. Indemnity and Hold Harmless.** The Franchisee agrees to indemnify, defend, and hold harmless the City, its elected officers, employees, agents, and representatives, against all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney's fees and other costs and expenses of litigation, which may be asserted against or incurred by the City or for which the City may be liable, which arise from the negligence or willful misconduct, of the Franchisee, its employees, agents, or subcontractors arising out of the construction, operation, maintenance, upgrade, repair or removal of Facilities except for those claims, costs, losses, expenses, demands, actions, or causes of action which arise solely from the negligence, willful misconduct, or other fault of the City. The City does not and shall not waive any rights against the Franchisee which it may have by reason of this indemnification, or because of the acceptance by, or the Franchisee's deposit with the City of any of the insurance policies, cash or bond described in this Franchise. The indemnification by the Franchisee shall apply to all damages, penalties and claims of any kind, regardless of whether any insurance policy shall have been determined to be applicable to any such damages or claims for damages.

**SECTION 14. Disclaimer of Warranties.** The City makes no representation or warranty regarding its rights to authorize the installation or operation of the System on any particular right-of-way, and the burden and responsibility for making such determination in advance of the installation shall be upon the Franchisee. This Franchise shall not be construed to deprive the City of any rights or privileges which it now has, or may hereafter have, to regulate the use and control of its streets.

**SECTION 15. Warranties and Representations.** The Franchisee hereby agrees, represents and warrants that it is legally authorized to accept this Franchise in accordance with all applicable laws, rules and regulations. Furthermore, the Franchisee further agrees, represents and warrants that this Franchise is legal, valid and binding, and that it is required to obtain authorization and consent from the City prior to the construction, installation, operation or maintenance of the System.

**SECTION 16. Other Obligations.** Obtaining a franchise does not relieve the Franchisee of its duty to obtain all other necessary permits, licenses, authority and the payment of fees required by any other City, county, state or federal rules, laws or regulations, and the Franchisee is responsible for all work done in the Rights-of-way pursuant to this Franchise, regardless of who performs the work.

**SECTION 17. Payment of Costs.** The Franchisee shall be responsible for all costs associated with the installation, repair and maintenance of the System and all associated equipment including, but not limited to (1) the costs to repair the Rights-of-way due to the installation, repair and maintenance of the System, and (2) the costs incurred in removing or relocating any portion of the System or facilities constructed when required by the City. Additionally, the Franchisee agrees to be solely responsible for any and all damages to other users of the Rights-of-way within the City caused by Franchisee's use of said Rights-of-way.

**SECTION 18. Priority of Use.** This Franchise does not establish any priority for the use of the Rights-of-way by the Franchisee or any present or future Franchisees or permit holders. In the event of any dispute as to the priority of use of the Rights-of-way, the first priority shall be to the public generally, the second priority to the City, the third priority to the State of Alabama and its political subdivisions in the performance of their various functions, and thereafter, as between Franchisee's and other permit holders, as determined by the City in the exercise of its powers, including the police powers and other powers reserved to and conferred on it by the State of Alabama.

**SECTION 19. Notice.** Every notice or response required by this Franchise to be served upon the City or the Franchisee shall be in writing and shall be deemed to have been duly given to the required party three (3) business days after having been posted in a properly sealed and correctly addressed envelope when hand delivered or sent by certified or registered mail, postage prepaid as follows:



The notices or responses to the City shall be addressed as follows:

City of Fairhope  
Attn: Mayor  
161 North Section Street  
Fairhope, Alabama 36532

Via U.S. Mail - City of Fairhope, Alabama  
Attn: Mayor  
Post Office Drawer 429  
Fairhope, Alabama 36533

The notices or responses to the Franchisee shall be addressed as follows:

Southern Light, LLC  
107 St. Francis Street  
Suite 1800  
Mobile, AL 36602

**SECTION 20. Address Changes.** The City and The Franchisee may designate such other address or addresses from time to time by giving written notice to the other party as set forth in this section.

**SECTION 21. Application.** The terms and conditions contained in this Franchise shall apply to all areas within the corporate limits of the City and those areas annexed by the City after the passage and approval of this Ordinance.

**SECTION 22. Acceptance.** The Franchisee's acceptance of this Franchise shall be in writing in a form approved by the City attorney and shall be accompanied by delivery of all payments, insurance certificates, applications, acceptance fees and performance bonds or other requirements relating to commencement of construction as set forth in this Franchise.

**SECTION 23. Assignment.** The Franchisee's interest in this Franchise shall not be sold, transferred, assigned or otherwise encumbered or disposed of, either by forced or voluntary sale or otherwise, without the prior written consent of the City Council. The City reserves the right to be reimbursed by the Franchisee for costs incurred by it in reviewing the request for transfer of ownership.

**SECTION 24. Miscellaneous.** Words of any gender used in this Franchise shall be held and construed to include any other gender, and words in singular number shall be held to include the plural and vice versa, unless context requires otherwise. The captions used in connection with the sections of this Franchise are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Franchise or be used in interpreting the meanings and provisions of this Franchise.

**SECTION 25. Rules of Construction.** The parties hereto acknowledge that each party and its counsel have had the opportunity to review and revise this Franchise, and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Franchise or any amendments or exhibits thereto.

**SECTION 26. Governing Law.** This Franchise shall be deemed to have been made in the State of Alabama and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising there under.

**SECTION 27. Severability Clause.** If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

**SECTION 28. Repeal Clause.** Any Ordinance heretofore adopted by the City Council of the City of Fairhope, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.



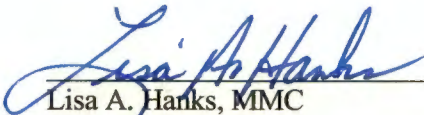
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**SECTION 29. Effective Date.** This Ordinance shall become effective only upon receipt of a written unconditional acceptance by the Franchisee of the terms and conditions contained herein within thirty (30) days of the passage of this Ordinance.

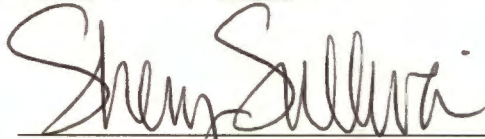
ADOPTED THIS 12TH DAY OF JULY, 2021

  
Jack Burrell, Council President

ATTEST:

  
Lisa A. Hanks, MMC  
City Clerk

ADOPTED THIS 12TH DAY OF JULY, 2021

  
Sherry Sullivan, Mayor

Ord. No. 1717 Published in  
FAIRHOPE COURIER  
on Wednesday, July 21, 2021  
L. Hanks City Clerk