

ORDINANCE NO. 2023-01

AN ORDINANCE AMENDING THE NON-EXCLUSIVE FRANCHISE TO BALDWIN COUNTY SEWER SERVICE, L.L.C., FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A SANITARY SEWER SYSTEM WITHIN THE CITY OF LOXLEY, ALABAMA

WHEREAS, Loxley and the Company are parties to a Franchise Agreement dated September 10, 2018, that was approved pursuant to Loxley Ordinance No. 2018-15 (“Franchise Agreement”); and

WHEREAS, the Franchise Agreement does not convey a franchise for the Company to operate in all of the corporate limits of Loxley, but rather it conveys a non-exclusive franchise to the Company to operate only in a defined area (“Service Area”); and

WHEREAS, Loxley and the Company previously amended the Franchise Agreement in or about October 2021, to add additional lands to the Service Area; and

WHEREAS, Loxley and the Company would both like to amend the Franchise Agreement again to add more lands to the Service Area thereby expanding the Company’s non-exclusive franchise rights;

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

The City Council of the City of Loxley does hereby amend the Franchise Agreement with the Baldwin County Sewer Service, L.L.C., pursuant to the following agreement:

AGREEMENT

**SECOND AMENDMENT TO FRANCHISE AGREEMENT
BETWEEN CITY OF LOXLEY, ALABAMA
AND BALDWIN COUNTY SEWER SERVICE, LLC**

The City Council of the City of Loxley (“Loxley”) and Baldwin County Sewer Service, LLC (“Company”) hereby agree as follows:

WHEREAS, Loxley and the Company are parties to a Franchise Agreement dated September 10, 2018, that was approved pursuant to Loxley Ordinance No. 2018-15 (“Franchise Agreement”); and

WHEREAS, the Franchise Agreement does not convey a franchise for the Company to operate in all of the corporate limits of Loxley, but rather it conveys a non-exclusive franchise to the Company to operate only in a defined area (“Service Area”); and

WHEREAS, Loxley and the Company previously amended the Franchise Agreement in

or about October 2021, to add additional lands to the Service Area; and

WHEREAS, Loxley and the Company would both like to amend the Franchise Agreement again to add more lands to the Service Area thereby expanding the Company's non-exclusive franchise rights;

NOW, THEREFORE, the City of Loxley and Baldwin County Sewer Service, LLC hereby agree as follows:

1. That the Franchise Agreement dated September 10, 2018, is hereby amended to revise and expand the Service Area to include the property described and depicted on Exhibit "A" which is attached hereto and incorporated herein by reference.

2. That the Franchise Agreement dated September 10, 2018, is hereby further amended to extend the duration and time under Section 4 such that the Franchise Agreement shall now expire on December 31, 2051. Company shall still have a right to one option for an additional five (5) years pursuant to and subject to the terms of Section 4 of the Franchise Agreement, provided that Company has complied with all terms of the Franchise Agreement.

3. That all other terms, requirements, conditions, and provisions of the Franchise Agreement remain in full force and effect and are unchanged by this Amendment.

IN WITNESS WHEREOF, the parties have set their hands and seals on the dates indicated below with the full intent and authority to do so.

WITNESS:

CITY OF LOXLEY

(Signature)

By: _____

Its: _____

Date: _____

WITNESS:

BALDWIN COUNTY SEWER SERVICE, INC.

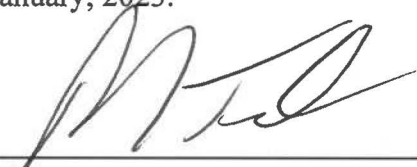
(Signature)

By: _____

Its: _____

Date: _____

ADOPTED AND APPROVED this 9th day of January, 2023.



Richard Teal
Mayor

ATTEST:



Melissa Lawrence
City Clerk/Treasurer

**STATE OF ALABAMA
COUNTY OF BALDWIN**

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that **RICHARD TEAL** and **MELISSA LAWRENCE**, whose names as Mayor and City Clerk of the **CITY OF LOXLEY, ALABAMA**, a municipal corporation, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

Given under my hand and seal this _____ day of _____, 2023.

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

**BALDWIN COUNTY SEWER SERVICE,
L.L.C.**

BY: _____
Print Name: _____
Its: _____

**STATE OF ALABAMA
COUNTY OF BALDWIN**

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that _____ whose name as _____ of **BALDWIN COUNTY SEWER SERVICE, L.L.C.**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officers and with full authority, executed the same voluntarily for and as the act of said _____.

Given under my hand and seal this _____ day of _____, 2023.

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

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CERTIFICATION OF POSTING

I, Melissa Lawrence, City Clerk/Treasurer of the City of Loxley, Alabama hereby certify that the above noted ordinance numbered 2023-01 was published by posting copies thereof in the Loxley Post Office, Loxley Public Library, Loxley Police Station and Loxley City Hall beginning January 12, 2023 and took effect five (5) days thereafter.

Melissa Lawrence
Melissa Lawrence
City Clerk/Treasurer

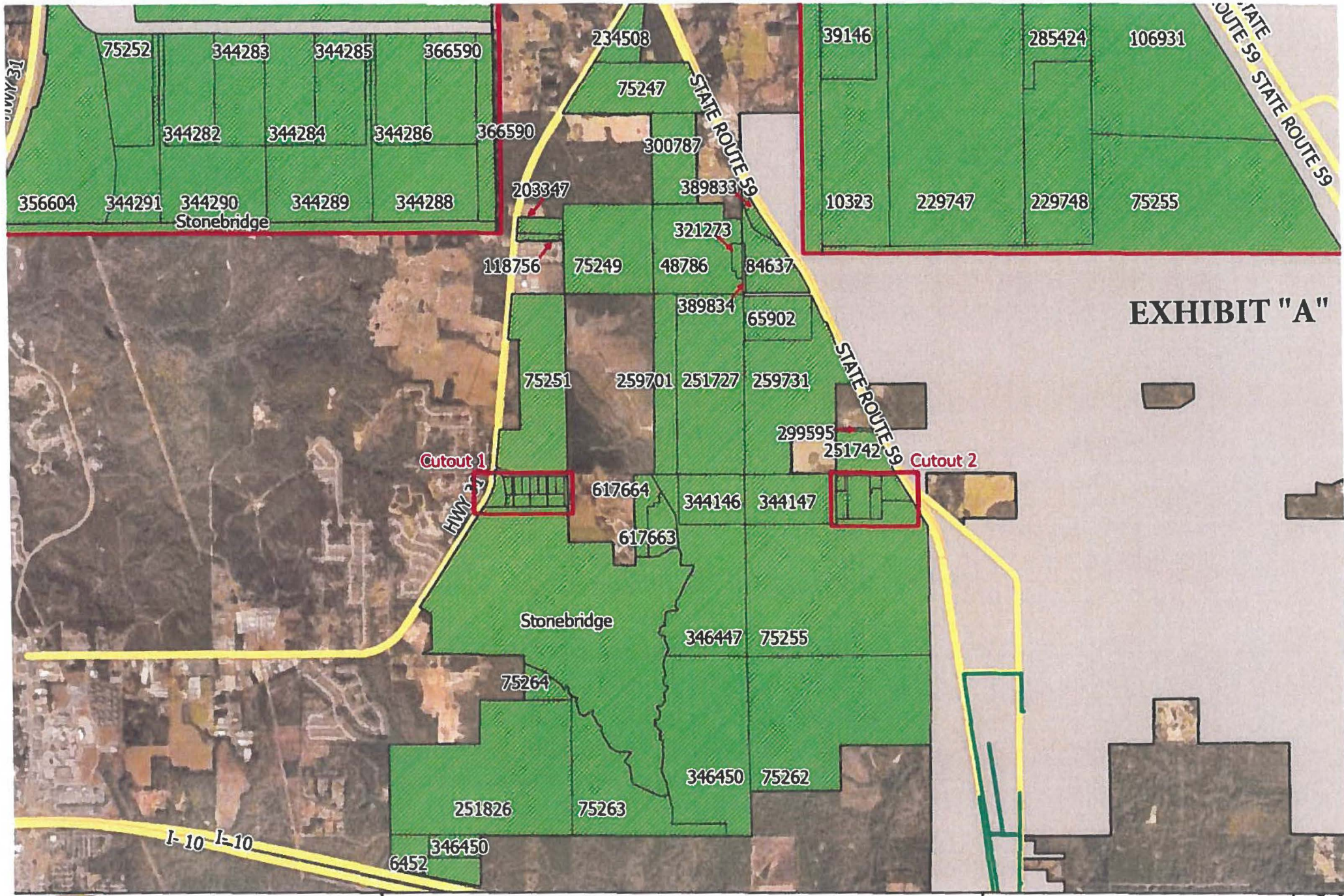


EXHIBIT "A"



**DEPARTMENT
OF
PUBLIC WORKS**
5151 S. MAGNOLIA ST
LOXLEY, AL 36601

BCSS Franchise Agreement

-  BCSS_Franchise_Agreement_Parcels
-  Loxley_Sewer
-  Loxley_City_Limits_2022





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