

ORDINANCE NO. 714-2025

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO THE UTILITIES BOARD OF THE CITY OF FOLEY D/B/A RIVIERA UTILITIES, FOR THE PURPOSE OF MAINTAINING DISTRIBUTION LINES FOR THE PROVISION OF ELECTRICAL SERVICE WITHIN THE PUBLIC RIGHTS-OF-WAY WITHIN THE CITY OF SPANISH FORT, ALABAMA

WHEREAS, the Utilities Board of the City of Foley d/b/a Riviera Utilities ("Riviera Utilities") is now, and has been since prior to the incorporation of the City of Spanish Fort, Alabama ("the City"), furnishing electricity to the people, businesses, and industries in the City; and

WHEREAS, the City previously issued a municipal franchise to Riviera Utilities in 1994 in Ordinance 1994-7 to continue to provide electricity in the City, but the 1994 franchise has expired; and

WHEREAS, such City is willing to grant a new franchise to Riviera Utilities as set forth herein.

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

SECTION 1. Riviera Utilities, its successors and assigns, be, and is hereby granted the right to conduct, operate and maintain within the corporate limits of the City of Spanish Fort, Alabama, as said limits are now, or may hereafter be fixed or constituted, a business for the purpose of generating, storing, transmitting, furnishing, selling and distributing electric power to the City, to the public, and to individuals or corporations, either by wholesale or by retail, and by contract or otherwise, for light, heat and for any and all other purposes for which electric power is, or may be used, together with the right to extend and construct transmission and distribution lines from any point into the City of Spanish Fort, Alabama, and to place, construct and maintain in, upon, over and across all streets, avenues, alleys, lanes, roads, rights-of-way, and other public property in said City of Spanish Fort, Alabama, all wires, cables, substations, poles, posts, towers, cross-arms, guy wires, braces, and all other properties and appurtenances and facilities necessary or convenient for the transmission, delivery, distribution, generating, storing, or furnishing such power for such purposes; also the right, privilege and authority to do and perform any and all things necessary, convenient or expedient for the maintenance and operation of such business, including communications equipment, metering equipment, transformers, and other related activities. The rights, privileges and authority, referred to in this section are subject always to the regulations provided and imposed by the general laws of the State of Alabama and by agencies and departments of the State of Alabama having jurisdiction.

Said poles, posts and towers shall be so placed and erected. and the wires and cables so attached and secured at such an elevation as to avoid danger to persons and adjacent property and not to interfere with the personal convenience and safety of the public and so placed or erected as not to interfere with or to injure or obstruct any water pipes, drains or sewers, or the flow of water therein that have been or may be hereafter placed or laid under or by the authority of the City of Spanish Fort, Alabama, and so as not to interfere with or injure any poles, wire, cables, posts, towers or other appliances or appurtenances that have heretofore been erected or constructed by any public utility operating under a franchise of the City of Spanish Fort, Alabama. For purposes of this Ordinance, Riviera Utilities shall be deemed in compliance therewith provided that its construction and improvements are built and maintained in accordance with the National Electric Safety Code applicable to the distribution of electrical service, and all subsequent modifications or amendments thereto.

The rights, privileges and authority granted herein, are, and shall be in force for a period of thirty (30) years.

On or before the first day of November of each year during the period of time covered by this franchise, Riviera Utilities shall pay unto the City of Spanish Fort, Alabama, a franchise fee in an amount equal to five percent (5%) of the gross revenues derived by Riviera Utilities during the preceding fiscal year from the sale of electricity derived within the corporate limits of such City to residential and commercial consumers. Failure by Riviera Utilities to perform the obligation imposed on it by this section shall not result in any forfeiture, termination or cancellation of its franchise. In the event of nonperformance by Riviera Utilities of the obligation imposed on it by this section, the City shall have the right of action against Riviera Utilities to enforce performance of such obligation or remedy such nonperformance thereof, but may not, on account of such nonperformance, terminate, cancel or otherwise revoke such franchise. If a business license fee is charged by the City for Riviera Utilities to conduct its business in the City then Riviera Utilities shall be entitled to a dollar-for-dollar credit against said business license fee for any franchise fee it pays hereunder.

SECTION 2. 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 3. Repealer Clause. Any Ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

SECTION 4. 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 AND APPROVED this _____ *day of* _____, **2025.**

CITY OF SPANISH FORT, ALABAMA

BY: _____
Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk