CITY OF DAPHNE
1705 MAIN STREET, DAPHNE, AL
CITY COUNCIL BUSINESS MEETING AGENDA
Monday, March 21, 2022
6:00 P.M.

1. CALL TO ORDER

2. ROLL CALL
INVOCATION Pastor Joe Howell, Jubilee Baptist Church
PLEDGE OF ALLEGIANCE

3. APPROVE MINUTES: March 7, 2022 regular meeting

4. REPORTS OF STANDING COMMITTEES

A. FINANCE COMMITTEE – Conaway

B. BUILDINGS & PROPERTY COMMITTEE – Phillips
Review the February 2022 minutes.

C. PUBLIC SAFETY COMMITTEE – Hughes

D. CODE ENFORCEMENT/ORDINANCE COMMITTEE – Olen
Review the minutes from the March 7th meeting.

E. PUBLIC WORKS COMMITTEE – Goodlin
Review the minutes from the February meeting.

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS

A. BOARD OF ZONING ADJUSTMENTS – Adrienne Jones

B. DOWNTOWN REDEVELOPMENT AUTHORITY – Conaway

C. INDUSTRIAL DEVELOPMENT BOARD – Scott

D. LIBRARY BOARD –Phillips

E. PLANNING COMMISSION – Olen

F. RECREATION BOARD – Hughes

G. UTILITY BOARD – Coleman

6. PUBLIC PARTICIPATION

7. MAYOR'S REPORT

8. CITY ATTORNEY REPORT

9. DEPARTMENT HEAD REPORTS

10. CITY CLERK'S REPORT

MOTION to approve the 050 – Retail Beer (Off Premises Only) and 070 – Retail Table Wine (Off Premises Only) to Cedric J Shade dba Cash Saver Convenience Store located at 1101 Johnson Rd Ste A, Daphne, Alabama.

11. RESOLUTIONS & ORDINANCES

A. RESOLUTIONS:

2022 – 10 – Cooperative Maintenance Agreement with ALDOT – Gateway Sign

B. 2nd READ ORDINANCES:

2022 – 17 – Appropriation: Mayday Park Pier Repair Plans and Specifications - $12,500

2022 – 18 – Appropriation: Authorization to Enter into Agreement with Baldwin County Humane Society - $7,000

2022 – 20 – Revision to the Official City of Daphne Zoning Map

1ST READ ORDINANCES:

2022 – 21 – Food Truck Ordinance

2022 – 22 – Ordinance Granting a Non-Exclusive Authorization to Telepak Networks, Inc. and Its Affiliates dba C Spire for the Purpose of Constructing and Maintaining a Fiber-Optic Transmission Line within Certain Public Rights-of-Way within the City of Daphne, Alabama for the Provision of Broadband Services

12. COUNCIL COMMENTS

13. ADJOURN

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March 7, 2022
CITY COUNCIL MEETING
REGULAR BUSINESS MEETING
1705 MAIN STREET
DAPHNE, AL
6:00 P.M.

1. CALL TO ORDER:

There being a quorum present Council President Joel Coleman called the meeting to order at 6:01pm.

2. ROLL CALL:

COUNCIL MEMBERS PRESENT: Tommie Conaway, Ron Scott, Benjamin Hughes, Doug Goodlin, Joel Coleman, Angie Phillips, and Steve Olen

Also Present: Candace Antinarella, City Clerk; Patrick Dungan, City Attorney, Chief David Carpenter, Police; Troy Strunk, City Development; Chief LeAnn Tacon, Fire; Ronnie Huskey, Public Works; Kelli Reid, Finance; Betsy Schneider, Operations; Josh Newman, City Engineer; Tim White, Environmental; Vickie Hinman, Human Resources; Ange Baggett, Marketing; Tonja Young, Library; Charlie McDavid, Recreation; and Jessica Linne, Assistant City Clerk.

INVOCATION/PLEDGE OF ALLEGIANCE

Invocation was given by Reverend John Knox Foster, Christ Presbyterian Church.

RECOGNITION: Mayor LeJeune recognized the Daphne High School Girls' Wrestling Team for their accomplishment at the State Championship.

PUBLIC HEARING: Troy Strunk presented on the Revisions to the Official City of Daphne Zoning Map.

Public hearing opened at 6:11pm. No one came forward to speak.

Public hearing closed at 6:11pm.

3. APPROVAL OF MINUTES:

The minutes from the February 21, 2022 regular meeting were approved.

4. REPORT OF STANDING COMMITTEES:

A. FINANCE COMMITTEE

Councilwoman Conaway said the minutes from the February 21st meeting were in the packet and the next meeting is March 21st at 4:30pm. She gave the Treasurer's Report for January 2022: Unrestricted Fund Balance - $25,721,501; Total Cash Balance - $40,345,848; Sales Tax for December 2021 - $2,387,355; Lodging Tax for December 2021 - $103,120.

MOTION by Councilwoman Conaway to authorize the Mayor to enter into an agreement with Animal Arts Design Studios, Inc. for the design of the new Animal Shelter facility and to fund the agreement with funds from the Animal Shelter fund. No second was needed.
MOTION CARRIED UNANIMOUSLY.

MOTION by Councilwoman Conaway to authorize the Mayor to enter into an agreement for engineering services with Jade Consulting for the new Animal Shelter facility and to fund the agreement from funds from the Animal Shelter fund. No second was needed.
MOTION CARRIED UNANIMOUSLY.

B. BUILDINGS & PROPERTY COMMITTEE

Councilwoman Phillips said the March meeting has been cancelled and the next meeting is April 11th at 5:15pm.

C. PUBLIC SAFETY COMMITTEE

Councilman Hughes said the minutes from the February meeting are in the packet and the next meeting is April 11th at 4:30pm.

D. CODE ENFORCEMENT/ORDINANCE COMMITTEE
Councilman Olen said the next meeting is April 4th at 4:30pm.

E. PUBLIC WORKS COMMITTEE
Councilman Goodlin said the next meeting is April 4th at 5:15pm.

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS:

A. Board of Zoning Adjustments
Adrienne Jones was absent.

B. Downtown Redevelopment Authority
Councilwoman Conaway said the next meeting is March 17th at 5:30pm.

C. Industrial Development Board
Councilman Scott said the next meeting is March 15th at 4:30pm.

D. Library Board
Councilwoman Phillips said the next meeting is March 10th at 4:30pm.

E. Planning Commission
Councilman Olen said the next meeting is March 24th at 5:00pm.

F. Recreation Board
Councilman Hughes said the next meeting is March 9th at 6pm in the Jubilee Conference Room.

G. Utility Board
Councilman Coleman said Board met recently and the minutes from the January 2022 meeting are in the packet.

6. PUBLIC PARTICIPATION:

Public Participation opened at 6:17pm.

Rod Drummond, Ridgewood Drive, commended his Councilman and the Public Works Director for their work. He commented on the upcoming projects in Daphne and invited everyone to the White Elephant Yacht Club.

Victoria Phelps, Lake Forest, spoke on the passing of Ms. Tomasina Werner.

Willie McCampbell, Daphne City Parks Area, asked if a sidewalk can be installed near their residence.

Public Participation closed at 6:25pm.

7. MAYOR'S REPORT:

Mayor LeJeune spoke on the recent passing of Tomasina Werner. He said the Mardi Gras celebrations were successful. He reminded everyone of the upcoming SEEDS run and Arbor Day Celebration on Saturday and said the Bayfront Streetscape Bid Opening is March 15th.

8. CITY ATTORNEY REPORT:

City Attorney said there was no report.

9. DEPARTMENT HEAD COMMENTS:

Chief Carpenter, Police, said Mardi Gras celebrations went well and spoke on the recent Friday night incident.

Chief Tacon, Fire, thanked the Mayor for recently visiting the Fire Stations. She thanked Public Works for their recent donation of equipment to the Fire Department.

Ange Baggett, Marketing, reminded everyone of the upcoming Arbor Day Celebration and the April 9th Easter Egg Hunt at 9:00am.

Tonja Young, Library, shared about the upcoming history presentation.

Ronnie Huskey, Public Works, mentioned Arbor Day is coming up and reviewed the City's sidewalk plan.

Charlie McDavid, Recreation, said Spring sports have kicked off.

Troy Strunk, City Development, said the City of Saraland recently toured the Daphne Sports Complex and were very impressed.

Josh Newman, City Engineer, said the Ridgewood Drive sidewalk is open.

10. CITY CLERK'S REPORT:

City Clerk shared the March Council Work Session as well as the March Public Safety Committee and Buildings and Property Committee Meetings were cancelled.

MOTION by Councilman Hughes to approve the Ballin' on Belrose on May 14, 2022 from 9:00am – 12:00pm on Belrose Avenue. Seconded by Councilman Scott.
MOTION CARRIED UNANIMOUSLY.

MOTION by Councilwoman Phillips to approve Manci's Antique Club street closure of Belrose from Main Street to behind Manci' 5:00pm – 10:00pm for their St. Pat's Event on March 12, 2022. Seconded by Councilman Hughes.
MOTION CARRIED UNANIMOUSLY.

City Clerk asked for the motion regarding the Downtown Redevelopment Farmer's Market to be tabled and placed on the March Finance meeting. Council agreed.

MOTION by Councilwoman Phillips to approve the publication and set a public hearing on April 18, 2022 for the Red Barn, L.L.C., Pre-Zoning Amendment. Seconded by Councilwoman Conaway.
MOTION CARRIED UNANIMOUSLY.

MOTION by Councilwoman Phillips to approve the publication and set a public hearing on April 18, 2022 for the Red Bar, L.L.C., Annexation Petition. Seconded by Councilwoman Conaway.
MOTION CARRIED UNANIMOUSLY.

11. RESOLUTIONS & ORDINANCES:

A. RESOLUTIONS:

2022 – 08 – Revision to the Official City of Daphne Street Map

2022 – 09 – Resolution Authorizing the City of Daphne to Join the State of Alabama and Other Local Governments as Participants in the Endo Settlement

MOTION by Councilwoman Phillips to waive the reading of Resolutions 2022-08 and 2022-09. Seconded by Councilman Goodlin.
MOTION CARRIED UNANIMOUSLY.

MOTION by Councilwoman Phillips to adopt Resolution 2022-08. Seconded by Councilman Goodlin.
MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Scott to adopt Resolution 2022-09. Seconded by Councilman Goodlin. City Attorney explained the resolution further.
MOTION CARRIED UNANIMOUSLY.

ORDINANCES:

B. 2nd READ ORDINANCES:

2022 – 15 – Amending Ordinance 2020-22 – The Right-of-Way Ordinance Schedule of Right-of-Way Permit Fees

2022 – 16 – Ordinance Authorizing the Mayor to Execute a Purchase and Sale Agreement with Burton Property Group, LLC to Convey Certain Real Property No Longer Needed for Public or Municipal Purposes Located at the Northeast Corner of Highway 98 and Lavender Lane

MOTION by Councilwoman Phillips to waive the reading of Ordinances 2022-15 and 2022-16. Seconded by Councilman Goodlin.
MOTION CARRIED UNANIMOUSLY.

MOTION by Councilwoman Conaway to adopt Ordinance 2022-15. Seconded by Councilman Hughes.
MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Scott to adopt Ordinance 2022-16. Seconded by Councilwoman Phillips.
MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Scott to suspend the rules to consider adopting Ordinance 2022-19. Seconded by Councilman Hughes.

City Clerk called roll.

Councilwoman Conaway	**Aye**
Councilman Olen	**Aye**
Councilman Goodlin	**Aye**
Councilman Scott	**Aye**
Councilman Hughes	**Aye**
Councilwoman Phillips	**Aye**
Council President Coleman	**Aye**

MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Scott to waive the reading of Ordinance 2022-19. Seconded by Councilwoman Conaway.
MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Scott to adopt Ordinance 2022-19. Seconded by Councilwoman Conaway. MOTION CARRIED UNANIMOUSLY.

C. 1ST READ ORDINANCES:

2022 – 17 – Appropriation: Mayday Park Pier Repair Plans and Specifications - $12,500

2022 – 18 – Appropriation: Authorization to Enter into Agreement with Baldwin County Humane Society - $7,000

2022 – 19 – Extension of Moratorium Established in Ordinance 2021-45

2022 – 20 – Revision to the Official City of Daphne Zoning Map

12. COUNCIL COMMENTS:

Councilwoman Phillips thanked Chief Carpenter and the Police Dept for how they handled recent situations. She thanked Victoria Phelps for her words about Tomasina Werner.

Councilman Hughes said they are praying for Victoria and Tomasina's families.

Councilman Scott said Tomasina Werner will be missed. He said he appreciates the City Staff for all they do.

Councilman Goodlin agreed about Ms. Werner being missed. He thanked Public Works for their work with Mardi Gras.

Councilman Olen thanked the Police Dept for how they handled the situation on Friday evening. He commended Public Works for their job with the Mardi Gras parades. He said City Staff is doing a great job.

Councilwoman Conaway thanked the Mayor for his work and reminded everyone of the Lupus Walk on March 19th.

Mayor LeJeune said he enjoyed his time at the Fire Department recently. He commended Chief Carpenter and staff for their work last Friday.

Council President Coleman said he was glad he got to attend the celebration for Ms. Tomasina Werner last Friday.

13. ADJOURN:

THERE BEING NO FURTHER BUSINESS TO DISCUSS, COUNCIL ADJOURNED AT 6:58 PM.

Respectfully submitted by,

Candace G. Antinarella, CMC, City Clerk

Certification of Presiding Officer,

Joel Coleman, Council President

BUILDINGS & PROPERTY COMMITTEE MEETING
February 14, 2022, 5:15 p.m.
City Hall, Council Chambers
1705 Main Street, Daphne, AL 36526

MEETING MINUTES

MEMBERS PRESENT: Councilman Scott, Councilman Hughes, Councilman Goodlin, Councilwoman Phillips, Councilman Coleman, Councilman Olen and Councilwoman Conaway

ALSO PRESENT: Candace Antinarella, City Clerk; Mayor LeJeune; Patrick Dungan, City Attorney; Suzanne Henson, Finance; Eric Butler, Building Inspection; Troy Strunk, City Development; Ange Baggett, Marketing; Charlie McDavid, Recreation; Ronnie Huskey, Public Works; and Chief Tacon, Fire Department.

1) CALL MEETING TO ORDER / ROLL CALL

There being a quorum present Councilwoman Phillips called the meeting to order at 5:15p.m.

2) MINUTES

Minutes from the November Buildings and Property Meeting were approved.

3) PUBLIC PARTICIPATION

No one came forward to speak.

3) SURPLUS PROPERTY

Mrs. Henson presented the surplus resolution.

MOTION by Councilwoman Conway to recommend to Council to authorize the Mayor to dispose of the property. Seconded by Councilman Hughes.
MOTION CARRIED UNANIMOUSLY.

4) BUILDING INSPECTION REPORT

Eric Butler reviewed the December building report.

5) CIVIC CENTER & BAYFRONT PAVILION REPORT

Ange Baggett gave the Civic Center report.

6) RECREATION REPORT

Charlie McDavid gave the Recreation Report. Councilwoman Phillips requested Pickleball Courts be placed on the March Council Work Session.

7) LIBRARY REPORT

There was no report.

8) VILLAGE POINT BAYFRONT PROPERTIES REPORT

Selena Vaughn updated the Council on some upcoming work.

9) FACILITIES REPORT

Ronnie Huskey gave the Facilities Report.

10) OLD BUSINESS

Charlie McDavid updated the Council on the Athletics Facilities Use Application.

11) NEW BUSINESS

City Clerk shared with the Council regarding the Ballin' on Belrose event. Nathan Cox shared with the Council the intent and reasoning behind the event.

12) ANY OTHER BUILDINGS AND PROPERTY BUSINESS

13) NEXT MEETING

The next meeting is scheduled for Monday, March 14, 2022 at 5:15 p.m.

14) ADJOURN

There being no further business to discuss, the Council adjourned at 5:56pm.

CODE ENFORCEMENT/ORDINANCE COMMITTEE MEETING
March 7, 2022, 4:30 p.m.
City Hall, Council Chamber
1705 Main Street, Daphne, AL 36526

MEETING MINUTES

MEMBERS PRESENT: Councilman Coleman, Councilman Hughes, Councilman Olen, Councilman Goodlin, Councilman Scott and Councilwoman Conaway

MEMBERS ABSENT: Councilwoman Phillips

ALSO PRESENT: Mayor LeJeune; Patrick Dungan, City Attorney; Candace Antinarella, City Clerk; Troy Strunk, City Development; Billy Kennedy, Code Enforcement; Christina Brazelle, Code Enforcement; Tim White, Environmental Programs Manager; and Ronnie Huskey, Public Works Director.

1) CALL MEETING TO ORDER / ROLL CALL

There being a quorum present Councilman Olen called the meeting to order at 4:02 p.m.

2) PUBLIC PARTICIPATION

Curt Fonger, 1442 Randall Avenue, asked about exceptions to the Food Truck Ordinance regarding children selling lemonade out of wagons as well as mothers who may sell Girl Scout Cookies out of the trunk of their cars both of which these are types of vehicles.

3) ORDINANCE REVIEW/DISCUSSION

Council discussed the questions regarding the exceptions to the Food Truck Ordinance brought to their attention during public participation.

MOTION by Councilman Goodlin to move the Food Truck Ordinance to Council for consideration of adoption. Seconded by Councilwoman Conaway.
MOTION CARRIED UNANIMOUSLY.

Councilman Scott acknowledged the new Code Enforcement Officer, Christina Brazell.

Councilman Goodlin asked Troy Strunk questions regarding the Moratorium Extension Ordinance.

MOTION by Councilman Scott to move the Moratorium Extension Ordinance to Council for consideration of adoption. Seconded by Councilman Goodlin.
MOTION CARRIED UNANIMOUSLY.

4) OTHER BUSINESS DEEMED NECESSARY

Councilman Goodlin asked about the Education Advisory Committee's recommendation. City Clerk said they were waiting to hear back from the Education Advisory. Councilwoman Conaway said the Committee will present at the Finance Committee meeting.

5) NEXT MEETING

The next meeting is scheduled for Monday, April 4, 2022 at 4:30 p.m.

6) ADJOURN

There being no further business to discuss, the Council adjourned at 4:42pm.

CITY OF DAPHNE PUBLIC WORKS COMMITTEE MINUTES
February 7, 2022 - 4:30 P.M.
DAPHNE CITY HALL

I. CALL TO ORDER

II. COMMITTEE MEMBERS PRESENT:

Councilwoman Tommie Conaway; Councilwoman Angie Phillips; Councilman Doug Goodlin; Councilman Benjamin Hughes; Councilman Joel Coleman; Councilman Steve Olen; Councilman Ron Scott; Mayor LeJeune

Others Present: Ronnie Huskey, Public Works Director; Jay Ross, City Attorney; Kelli Kichler-Reid, Finance Director; Troy Strunk, Executive Director, City Development; Candace Antinarella, City Clerk; Andy Bobe, Dewberry/Preble-Rish; Josh Newman, City Engineer; John Peterson, Mott-MacDonald; Victoria Phelps, LFPOA

III. PUBLIC PARTICIPATION & CORRESPONDENCE

Correspondence and Public Participation—

A. Mr. Brown is a Daphne resident at 1202 Browns Lane. He has lived in Daphne his whole life and his family is five generations living in Daphne. Recently, the road in neighborhood Daphmont, Johnson Road there has been some re-pavement and a few roads weren't repaved. Jones St, Browns Lane, Valerie Lane and Gaskin Lane and since the City already maintains the roads like cuts the grass on them and makes sure they are trimmed up, we would like to be added on the list for new black top on those roads. Councilman Goodlin said we had this same discussion last month. He asked if Troy Strunk or Major LeJeune had any thought. Mayor LeJeune said that everyone should finish public participation and he will have Ronnie Huskey come back up to discuss.

B. Barbara Brown is a Daphne resident and she lives on 1210 Browns Lane. Browns Lane is the topic she is here about tonight because she understands it is not on the list to be maintained and resurfaced. Now Browns Lane has been resurfaced by the City of Daphne for probably 15 to 20 years and it started back with our representative Brother John Montgomery and has continued through Bailey Yelding and so we would like for it to still be maintained and if for some reason it is considered private property than I should be grandfathered in because we have had this service and we do pay taxes and everything else and she request that it continues to be maintained.

C. Dorothy Williams is a Daphne resident and she lives at 126 Valerie Lane and we also have the same concern that they have on Browns Lane but their situation is the property of William Valerie, Lindsey Williams all deeded to the City so it would not be considered a private road. We've had those records but we cannot fine them. We tried to Google some of the City Council records and they did come up about the pavement of Valerie lane, but not the deeding of the property but it was deeded over to the City before it was paved and Mr. Montgomery was our City Councilman at the time. We have been participating in the meetings since Mayor Jordan

and I'm sure a lot of you remember him Jordan, Guarisco, Brown so we've always participated in the City and we are tax payers and the roads have been maintained. When they first were resurfaced, a lot of it was because the City was tearing their trucks up coming down to pick up our garbage. When you get to the bottom of the hill there was a washout, big crater sized potholes so the City refused to pick up our garbage because they were tearing up their trucks and we would have to take our garbage up to Daphmont Drive in order to get it picked up so we came to the City Council meeting and talked to the City Council and they agreed to surface it but not to stripe it, because it wasn't regulation, if I'm not mistaken. So they did get us out of the dirt, they paved and grated the roads and they maintained it with grass and cuttings but now we understand that you can no longer do that and that was in the 70's so I feel like that should be grandfathered in. I don't know all the rules and policies which you have to follow but I think this would be considered or able to be grandfathered in because it has been maintained for over 40 years. We have elderly residents that live there now that weren't able to come that are in their 80's so they need that because of the washout and to get in and out, its one way in and one way out, but now it's a circle. When the City paved it was not, it stopped in front of Calvin and Marcely Mitchells home you'd have to turn around to go back out but now it's a circle. You have the pumping station down there that's maintained by the City, we have garbage pickup, we have trash pickup and City vehicles are using that road all the time so we would like that to be considered. Councilman Scott stated Dale Road, which is the road that goes back and I think connects to Daphmont where the new Seagrass development is, is there any plans for improving that area or does the developer have any….it's county. Troy Strunk responded (inaudible). Councilman Scott stated so it's not in the City of Daphne, but Brown's Lane is. Councilwoman Conaway said Mr. Thomas spoke about Gaskin Lane and asked if Ronnie Huskey has some information about that. Mayor LeJeune started to respond, however Councilman Goodlin requested all comments be held till the end of public participation.

D. Victoria Phelps represented LFPOA wanted to thank our Public Works team for all that they do to keep our City great and to manage all the projects that they do. Tonight I would like to thank them for removing two hazardous tree remnants that were leftover from Sandy, Sandy items from our medians, she appreciates that. She also said they have been coordinating the phase replacement of our street signs and we are on Phase 7 right now. Phase 7 has begun which is the Lake Forest Boulevard area which when that is done should complete all thorough fares that should complete all deco posts and then will look to the future to possibly do the interior roads, purchasing those signs and coordinating that installation so I think it will take about 3 more phases to actually finish this whole thing but I appreciate the City support on this over the years and us being able to coordinate well in being able to get it done. We also have some missing street sign placards and I was mentioning that to Public Works Director early tonight and I guess we have a little bit of a City wide problem with some missing street placards so it's on their radar and they are going to take care of it, but I just wanted to share that with you if you weren't aware. The last thing is the AT&T power boxes over the years inside of our neighborhood we've had, since those went up, especially the one at Windsor and Lake Forest

Blvd. and Ridgewood Drive and then the other ones that are at Bayview, the intersection at Ridgewood Dr. and Bayview Dr., get struck. So we've had another episode of that right here, and I'd be happy to pass this around to you but this box is in really bad shape and this isn't the first time so if there is any traffic calming or bollards or anything else we could do to possibly coordinate some ways to prevent these strikes from occurring I would appreciate it. Councilman Goodlin clarified that when Victoria Phelps said "strikes" that she meant a car hit it. Councilman Coleman ask if this generally happens in the daytime or nighttime. Ms. Phelps replied that it is generally on the nights or weekends.

Mayor LeJeune wanted to address what was brought up about Daphmont earlier and asked Ronnie Huskey to come up. The Mayor said that we went out and took a look at the roads out there and when we did the road repaving plan for that area, because these roads are on private property they weren't put in with these other ones on that issue. We understand the issue with it being grandfathered, or you can say grandfathered, that the City has taken on this task. So we did go out to take a look at it, Ronnie Huskey worked with the…and got some numbers for you on what it would cost to do those items and what that would be if you wanted to… I'm not sure if we could do it as an add alternate now but it would be something we'd put in to next year's road repaving, or even the following year. We went out and the roads aren't too bad where we need to do it right this second. Councilman Goodlin asked Ronnie Huskey how many linear feet are we talking about roughly. Mr. Huskey replied looks like 4,740. Councilman Goodlin asked if that covers four different named streets. Mr. Huskey replied that is correct. Councilman Goodlin asked if there is a way to work easement from a legal standpoint to be able to do that, is that how we would have to do it legally is get an easement from the owners to allow us to do that from a legal standpoint? (inaudible)…it's on private property. Ronnie Huskey stated the best way we can tell they are private roads and we can't find any documentation that the City has. Mayor LeJeune stated that Candace Antinarella will look into the Valerie Lane one that there was some information given to us tonight that we didn't know about possible deeding over, so were going to investigate that aspect of it, but we haven't seen anything else. Councilman Goodlin asked if there was anyone else on the Council who would like to talk about this. Councilman Scott asked approximately what would the cost be Ronnie Huskey? Mr. Huskey answered looking around $120,000. Councilman Scott continued by saying this a jewel of Daphne and we need to take care of it, whatever we need to do, I certainly support that. Councilman Coleman stated that he agrees, if we have been doing it I see no reason why we shouldn't be doing it but I think to make it fit legally, I guess, we would need an easement to go on private property which again if you got some kind of information that gives you…where it might have been deeded over,…just fitting that same footprint, but also the other one, Browns Lane, I think that would be appropriate to get some sort of easement just to give us access to it to do that. Councilman Scott stated that we had a situation in my district where Lakeview townhomes there was…the road was actually…I think Jay remembers it but it was actually a plotted lot and somebody bought it in a tax sale so somebody else actually

owned the roads. They were able to legally, the homeowners association, the went through the court system and got it declared, and then the City took over the maintenance of those roads so we may have something similar to that, but I would think that we would need to legally have the ownership of the roads so we can maintain them on a permanent basis. (inaudible)..right, for maintenance, right very similar. Councilman Goodlin said and the last thing is we have an ordinance that says for us to have roads they have to be in certain standards so we would have to waive the ordinance on meeting standards unless you want to get the roads up to those standards. That is a lot of issues we have to work through but I think that the will of Council it's worth the while to work out these issues, these longtime residents deserve that. Councilman Scott said referenced that the five generations ago comment got his attention. Councilwoman Conaway asked if we are looking at some more information for our next meeting and Councilman Goodlin stated yes please. Mayor LeJeune stated if everyone could think about this if we are going to bring it up at the next meeting, think about what you want to do. Do you want to appropriate this money and go ahead and do it now or do you want to wait for our road repaving of 2023 and have those roads put into that section…I know it's a slight inconvenience for them but they will know that they are in that section for next year's road repaving, just trying to get a little bit of an idea. Councilman Goodlin said that my thought would be that we rely on you to go out and look at the roads and rate them 1-5 on the worst to the best since you didn't look at these roads before, these roads need to be looked at and if the scale comes back that you think it's one of the worst roads condition wise then I think we need to appropriate it out of cycle, but if it's a condition where we can wait to the next turn around I think the Council wouldn't have a problem with that. Councilman Hughes stated that he has spoken to a constituent this past weekend and he's had a road, he's lived in Lake Forest for 40 years and his roads are in really bad shape too and he said there's a pothole that a lot of the residents have named second base because it's in a cul-de-sac and its right where second base would be, so my district has some very important needs as well and I'm certainly in support of looking into this and making sure that we do this the right way…if this isn't our…we've been taking care of these roads and we've been up and down these roads and they certainly should be included in the list, but I would like to see that these roads are looked at in the same way we would look at any other road based on the level of degradation, how many potholes…like you were saying a level 1-5, if it's a 5 then we need to make sure this thing gets paved as soon as possible. My next question would be if we could appropriate funds, which funds would we pull this out of the four cent or seven cent gas tax or would this be something out of the general fund? Kelli Reid said it would probably be the general fund…(inaudible). Mayor LeJeune said we will come back next meeting and have a recommendation on, we'll go back out, take a look at the roads and give you a recommendation on whether it's an immediate or if it can wait, we are only talking about 8-10 more months of time so we will let you know they recommend. Councilman Scott stated that help is on the way and Councilman Goodlin said that it moves at the speed of government so be patient.

IV. OLD BUSINESS

Approval of Minutes – January 3rd, 2022—Minutes were reviewed and approved by the committee. Councilman Scott stated that they still have Councilman Coleman still as chairman of the committee so they might want to make a notation that it has changed. Councilman Goodlin stated he spoke with Candace Antinarella about it to get it switched over and Councilman Scott stated that they just hired a new administrative assistant in Public Works.

V. NEW BUSINESS

Councilman Goodlin stated for new business sidewalk project discussion. Mayor LeJuene stated we've talked about his year's sidewalks and projects and the amount of money we have left for this year's $425,000, it was around $600,000 but after Ridgewood went through we are down to about $425,000. What you are seeing is the list, in the green is the items that we can do in-house with the pricing and then the others are things that will have to be contracted out. You have my recommendation on what we can do this year and then you have the other contractor down below so if you have any questions or want to make changes to that you can. Then you have a map showing you what the Bayview phases, the Ridgewood south, that contracted work in Lake Forest is what that map shows. Councilman Goodlin stated that the first thing that stands out in his mind is the red flag, we have passed in ordinance to these developers a bond, sidewalk bond, and saying that within a certain amount of time you have to finish the sidewalks even if the development isn't done because the City doesn't want to pick it up or spend that, so you have Oil Field connections. It says developer connections left undone by two locations i.e. left undone by the developer, so is there a sidewalk bond that we can use to pay for those sections? Mayor LeJeune said he thinks that was before all that was done. Ronnie Huskey said that these are two short common areas that there won't be any type of development in, one of them is actually utility so we would have to go back and look. Troy Strunk (inaudible)…phase one, 2007-2008. Councilman Goodlin said that was one of the frustrating things when the developers get done and they get out of there and they tell the residents that the City will put the sidewalks in. Mayor LeJeune said that is why we have made those changes. Councilman Scott commented that we thank Mr. Coleman for the recommendation for the sidewalk bonds, he was the Council member that came up with that concept and it's a good one and ongoing. The one area that I may disagree with the Mayor as far as recommendation is Ridgewood south, Plaza Circle pool down to Bayview there was some thoughts that the folks in Lake Forest and I think Ms. Phelps was one is that right now we have sidewalks coming in the main entrances with the exception of the Home Depot entrance and so that entrance there if we can connect the Home Depot entrance all the way up to the top where we just finished the Ridgewood to Bayview, that that would be a higher priority than going the other direction with in the inners. Mayor LeJeune stated that the reasoning on that the south Bayview actually connects the main street all the way to the high school and it actually makes a connection. If we were the Bayview sidewalks, it's a three phase to get it to that connecting point where you are talking about where we

just finished Ridgewood, you're talking about $470,000 just to do that section, to make the connection so you wouldn't be able to do any of the in house stuff, all the sidewalk money would go to that one piece so what I did was try to pick here are a bunch of smaller things that are in-house people can do to try to spread throughout the City and not just only in Lake Forest, come back and do that south portion which then would make an actual connection, because we finished the Ridgewood, so than it would actually make a connection where you have a connection from the high school all the way to Main Street and then we can come back and start working on the phases of what you were talking about. I put these on here so you can make some of these determinations, its $280,000 for that one section and then the Bayview sections, you've got that entrance section that's phase one and that's $160,000 and you can look at your map and show you how far one section, phase one, phase two, phase three to get you to the Ridgewood point that we finished up and the Ridgewood south, that one piece gets you to that point so that is why my recommendation was that way. I understand in Lake Forest we would love to have that entrance done also, but I was just trying to make a full connection where we have that accessibility all the way across through Lake Forest. Councilman Coleman stated he is a little lost but I think I have asked multiple times to see what we outlined several years ago and to see something, and say hey we have addressed that and here is what is left to do on that list so are the items left to do on that list incorporated into this and I don't think they are. So is this something that is totally separate than that sidewalk initiative or is this taking the place of that sidewalk initiative? Mayor LeJuene said that this would take the place if that initiative and just looking at what our guys can do in-house to get the most bang for our buck because we are more shorthanded now, we might be able to do a little bit more as they get full staffed but I told Ronnie to give me exactly what you can do with the guys we have this year. Councilman Coleman said he appreciates that but he is also getting calls from constituents saying hey we need sidewalks in this area and I was just waiting until we got that list to even discuss that so now with this, that's obviously being pushed back another year without any input from the Council. Ronnie Huskey asked which area he is referring to and Councilman Coleman said Japonica Lane. Mayor LeJuene stated how they came up with this list is we tried to make connections where they connected and that was the real idea, we took a large map of the City and tried to make pieces that actually completed connections where it was more accessibility. I haven't even seen that list for 5-6 years ago so I'm not sure…Councilman Coleman said well you were a part of it so I just got confused because I have been asking for that for several months and just haven't seen it. Ronnie Huskey said he will see if he can find that list so we can discuss it further. Councilman Scott said if we do the pool down to Bayview than it would be pretty easy than to go that one section from 90 to where it connects at Bayview, the yellow and red dots, which would give you the entrance into Lake Forest as having a sidewalk. If you're looking at Nichols, or Nicole…so if you do the green connection. Mayor LeJeune asked if he was talking about Ridgewood north and then the entrance to 90. Councilman Scott said yes, the entrance to 90 would connect to Bayview if you come down from the pool down to Bayview. Mayor LeJeune said yes, and that puts you at $440,000 and what we have total is $425,000 remaining for this year, so we are talking about just this year. Councilman Scott said well we don't have to do it this year but I

would think that it would be a high priority…Mayor LeJeune said right, that was the point. What I am presented is what is to be done this year with the $425,000 we have left, that is what I am presenting for this year. We haven't looked at a larger 5 year plan or what not and we can look at that, but I know you have been pushing when are we getting on sidewalks so I wanted to give you a plan for 2022 this year to be done this year inside that budget…we can do those things but it will take away from the other. Councilman Scott said he is fine to wait, Joel where were you talking about that you…Councilman Coleman responded Japonica Lane that's in Park City. Councilman Goodlin asked if the stuff in the orange, the outside contracting, also going to get done this year? Mayor LeJeune said yes, the one I recommended. Councilman Goodlin so the ones that are the four down below are going to be for another fiscal year? Mayor LeJeune said or if you wanted those more than the other one I put it on there so you can see and all see the numbers. Councilman Hughes said first off I appreciates you working on this because I know it's a lot to put together, the one thing I would say is on line item number 7 and number 8 that for me personally I would like to see those flipped I understand your rational with the connectivity, but the Ridgewood Drive north actually goes right by the Ridgewood Drive pool and there are families that will walk right down the grass median right there to the pool from Dewitt Circle and Wildwood areas, so I have always been under the mindset that I would love to see at least that connectivity from Bayview Drive down to Plaza Circle and that way we can get those sidewalks in so people can have a safe place to walk and not in the grass or anything like that. I do see where the connectivity is the rational for the south end, but I don't know how much that would…the sidewalks right there almost already go to the end of Montclair Loop, the Montclair Loop north, and so basically they would be extended from the Montclair Ridgewood Drive north section on the west side all the up to the triangle right there so I don't know how much they would get used as opposed to the north proposal. With all that said, I do think that it's the Council's will to make sure we are putting sidewalks in and maybe this is something we can look at for next year's budget is adding more money to this fund to try to get that goal accomplished. I know we are kinda limited in how much money we have and I am totally flexible, although I would like to see that North over South first for Ridgewood Drive. I do think we need to look into incorporating additional funding in next year's budget for sidewalks. Councilman Olen I want to follow up somewhat on what Joel said, conceptually, I'm okay with what's on top of the page including what the Mayor is recommending of the one outside job, but I want to do this a year at a time, and I don't want to approve this until I know what we are planning to do for the next three years after this. My understanding is there was like a five year plan for sidewalks, and like Joel, I've been wanting to see that and I haven't. Before I am willing to approve this, I want to see what are we going to do in the next three years so I can see what other projects out there that citizens are asking us about, where are they in the works. I just think that is really important here. But with that provision, I'm okay with what's proposed here and I would like to see what's coming. I don't want to see this one year at a time for the next four years, that's what I'm strongly not in favor of doing. Mayor LeJeune said that we can get that for you for the next Public Works meeting. We will sit down and work on it. Ronnie Huskey said that what I think the Mayor is presenting to you is what we are trying to get the most of for the money that we currently

have. There is several streets and roadways that need sidewalks that's in discussion that we have discussed, we just haven't sat down and prioritized them in what year we are doing them. I think he was trying to present this, if you go ahead and give verbal permission for us to move forward with what's been recommend and then we'll come up with a plan for the next two to three years. Councilman Olen said you see I want to do it the other way around, I don't want to do that. I'm not against this, this all looks good to me Ronnie, but I don't want to approve it in a vacuum. I want to see what is in the works for the next three years because I have folks in my district who are saying what about this what about that and they've all heard there was a multiyear plan that was put into effect. I don't mind changing the plan, what I don't want to do is take the old plan, throw it in the garbage and say now we are going to do it one year at a time. Ronne Huskey said with all due respect Mr. Olen, I think we've learned that the sidewalk and asphalt plans went out the window several years ago, that we are having to rebuild this. I agree with you, we just need to sit down as a workshop and get it together. Councilman Olen responded with conceptually I'm good with what's being proposed here, but I only want to approve it in the context in seeing what's coming in what you are recommended in the next couple years so we can see this in a bigger picture context. Mayor LeJeune said and we can do that. Councilman Goodlin said that one last question since we have the Lake Forest rep here, Victoria will you have an opinion representing Lake Forest between seven and eight have you seen, show her what we are talking about. The Mayor is recommending seven over eight and Mr. Hughes' is recommending eight over seven. Since you're here, show her what we are talking about here, do you have a druthers on those two. (inaudible) Mayor LeJeune speaking to Victoria Phelps this is Bayview phase one, two and three. This right here…(inaudible). Councilman Hughes said I will say I do agree with Councilman Olen and Councilman Coleman on…but I do agree with that we do need to have a plan of…Councilman Goodlin said Ron do you think we've exhausted that five year, because we've been doing this…This is my fifth year on the Council, it was pretty early on that we came up with that plan, do you think we've finished the five year plan and that's why we're where we are at. Kelli Reid (inaudible)…two and a half years…(inaudible). Councilman Hughes' stated so why can't we just go ahead and move forward with that money that we have based on whatever we decide this evening and then start working on formulating a plan of three to five years after we've expended this money tonight. Mayor LeJeune said its one month, we can get it to you next month. Councilman Hughes said okay, I didn't know how labor intensive, if it will take months... Councilman Goodlin commented to Victoria Phelps real quick, seven over eight or eight over seven is your recommendation? Victoria Phelps answered yes sir, that segment coming in from Bayview and also connecting Ridgewood pool to that intersection of Bayview would be our preference. Councilman Goodlin said okay, so you would recommend seven over eight on our list right here. Councilman Hughes said you mean, eight over seven. Victoria Phelps stated coming in that Bayview entrance because it gives you that entrance sidewalk right from the get go, it helps funnel people also to Jubilee as well as to the club and will eventually it will make that last connection from Bayview to the triangle. Mayor LeJeune stated she recommends nine over the both of those. Councilman Goodlin said nine? On here? Mayor LeJeune said her recommendation was Bayview out of the entrance off of nine. Councilman Scott

asked the Mayor our precinct next to Home Depot, that the developer gives us, would there be any possibility that that might be a BRATS or some of that could be a BRATS location because if it was then there are dollars for sidewalks which we probably could avail ourselves going up into, I think you can get like a mile or…I forget how long…maybe up to three miles but if we could look into that possibility it would be another funding source. Mayor LeJeune said well we have met with them to discuss that aspect at different locations, Publix and Bayfront trying to get sidewalks out there, where you are talking about there, they don't like being in the back behind Home Depot, we don't really have a spot out front because we don't own the property out front or the developer doesn't own the property in front of Home Depot. Councilman Scott asked this is BRATS doesn't want to be there? Mayor LeJeune answered yes, they have concerns about being back behind the Home Depot, they much rather be in a more…Councilman Scott said of course they would…but beggars can't really be choosers. Councilman Goodlin said that we need to continue on. Councilman Scott said I think we have the ability to tell BRATS where we would like to put a hub…Mayor LeJeune said we will get back with them and discuss a little further that aspect of it. Now this was a while back, but you know… Victoria Phelps said thank you for letting me step up and pay contribution in any plan that gets us there along with the City wide plan and getting other pieces done is all great news anyway. Councilman Goodlin said it's a nice problem to have, isn't it. Do you want the sidewalk here or sidewalk here? The fact we are getting you a sidewalk is a good thing. Thank you Victoria.

VI. City Engineer's Report (Separate Handout)

Josh Newman addressed the committee with his separate handouts. Mr. Newman stated that he has highlight five projects to look at, but we can go through any others if they have questions.

Mr. Newman spoke to the committee about the Main Street streetscapes master plan. They just had a stakeholder meeting this past week that went extremely well and right now they are done with the schematic phase of it and they are waiting on further direction before going any further.

Councilman Hughes asked did we take, for the fire station drainage improvements, there was a gentleman from Vega Circle that had several concerns, were we able to get with him and address some of those? Mr. Newman said yes he has talked to Mr. Larry and we're right at letting the project, as I said before we actually let the project and we are going to meet with them because we have to get construction easements on his home and a few others that we are doing some work in their backyards, so we are going to invite them here to City Hall to go over the project and we'll also have to get some construction easements from a few of the homeowners. Councilman Hughes also asked on the second one, 21-15, I saw it says need to rebid the project, wasn't going to be rebided in January? Mr. Newman said the engineer got a little behind, they have a lot of projects but they also had COVID and that offset January and they got a little behind, we do have final plans that we are going to review this week and we're hoping to bid it out in March. We're supposed to

advertise it this month and bid it next month. Councilman Scott said question on Lakeshore Drive, we're 30%, do they realize that this is a priority item, that it's been a long time in the process. Troy Strunk said yes I can talk on that (inaudible)…a couple months ago the engineers jumped on that and redesigned that entire project…(inaudible)…so we we're hoping to have that project fully bid and ready to go by May…(inaudible)…so we're real happy on how they've progressed on that Lake Shore Drive…(inaudible). Mr. Newman said that we've actually change the scope of the project to make sure to accommodate the drainage in a very significant way, so we've changed it a lot, so everyone should be happy out there. Councilman Scott asked are we every going to be a recycle City again? Where do we stand with the ADEM permit? Troy Strunk said as far as the recycling goes the county is, Ronnie can maybe speak on this a little bit, the county is going to be opening up there recycling facility in 2023 I believe is what we are being told, is that right? 2023 and when that recycling center opens up in Baldwin county that's where the City of Daphne will be taking it's recycle, so we are expecting to go back to full recycle. Councilman Scott asked so we're not going to build a recycle center? Troy Strunk responded that is not the plan. Councilman Scott asked have we have withdrawn our ADEM permit? Mr. Newman responded that we still have the permit so that's on hold. So we talked to the county and the county wants us to be part of their plan, they're going to have capacity for us, so that's the plan right now. Councilman Scott asked where is that location going to be? Troy Strunk answered Magnolia right?...Magnolia landfill…which is off of 49. Councilman Coleman asked Daphne Sports Complex failed pavements, it says the storm drains are piping soils, are those still under a warranty bond? Mr. Newman responded I do not think so, I think that was done a while ago, honestly. Troy Strunk responded that's in phase one, it was done back in 2013?...(inaudible).

VII. DIRECTOR'S REPORT (Handouts reviewed by committee)

A. Work Request Report – December 2020 & 2021 — The Public Works Department completed 358 work orders in December 2021.
B. Vehicle/Equipment Maintenance Reports – FY2021-2022 YTD
C. Public Works Related Overtime Report — 33.33% of the year used; $37,056.49 Used YTD as of January 31, 2021.
D. Street Sweeper Report — January 2022

VIII. DAPHNE SOLID WASTE DISPOSAL ENTERPRISE (Handouts reviewed by committee)

A. Monthly Recycle Tonnage Report (Tonnage Comparison) – December 2021—No Report
B. Solid Waste New Customer Report – December 2021— 25 new residential; 1 new commercial
C. Tallent Lane Facility Report – December 2021—616.68 total tonnage

IX. MOSQUITO CONTROL SERVICES

A. Mosquito Report— No Report

X. MUSEUM COMMITTEE

A. Minutes – December 13, 2021

XI. BEAUTIFICATION COMMITTEE

A. Minutes – December 1, 2021

XII. ENVIRONMENTAL ADVISORY COMMITTEE

A. Minutes – No Report

X1II. FUTURE BUSINESS

A. Next Meeting – **Monday, March 7, 2022**

XIV. ADJOURNMENT

Motion by Benjamin Hughes, seconded by Tommie Conaway to adjourn. Meeting adjourned at 5:15 p.m.

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220203094918122

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) **State:** $150.00 **County:** $75.00

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) **State:** $150.00 **County:** $75.00

Trade Name: CASH SAVER CONVENIENCE STORE **Filing Fee:** $100.00

Applicant: CEDRIC J SHADE **Transfer Fee:**

Location Address: 1101 JOHNSON RD STE A DAPHNE, AL 36526

Mailing Address: 7678 WILLARD COURT THEODORE, AL 36582

County: BALDWIN **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Product Type: 01 **Type Ownership:**

Book, Page, or Document info:

Do you sell Draft Beer?:

Date Incorporated: **State incorporated:** **County Incorporated:**

Date of Authority:

Federal Tax ID: 87-2923051 **Alabama State Sales Tax ID:** 000000

Name:	Title:	Date and Place of Birth:	Residence Address:
CEDRIC SHADE 6935196 - AL	MEMBER	6/7/1982 ALABAMA	7678 WILLARD COURT THEODORE, AL 36582

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: CEDRIC SHADE **Home Phone:** 251-442-8911
Business Phone: 251-442-8911 **Cell Phone:**
Fax: **E-mail:** SHADECEDRIC@YAHOO.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220203094918122

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: ELLEN WILLIAMS 251-626-1080
What is lessors primary business? PROPERTY OWNER
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 1000 Display Square Footage:
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: ONE STORY License covers: PORTION OF
Number of licenses in the vicinity: Nearest:
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220203094918122

Initial each	Signature page
	In reference to law violations, I attest to the truthfulness of the responses given within the application.
	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
N/A	In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
N/A	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
N/A	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print):

Signature of Applicant:

Notary Name (print):

Notary Signature: Commission expires:

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

Receipt Confirmation Page

Receipt Confirmation Number: 20220203094918122

Application Payment Confirmation Number: 81278470

Payment Summary	
Payment Item	**Fee**
Application Fee for License 050 and License 070	$100.00
Total Amount to be Charged	$100.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	**County Fee**	**State Fee**	**Total Fee**
050 - RETAIL BEER (OFF PREMISES ONLY)	$75.00	$150.00	$225.00
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)	$75.00	$150.00	$225.00
Total Amount to be Charged	$150.00	$300.00	$450.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 050 - RETAIL BEER (OFF PREMISES ONLY)
License Type 2: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)
License County: BALDWIN
Business Type:
Trade Name: **CASH SAVER CONVENIENCE STORE**
Applicant Name: **CEDRIC J SHADE**
Location Address: 1101 JOHNSON RD STE A
DAPHNE, AL 36526
Mailing Address: 7678 WILLARD COURT
THEODORE, AL 36582
Contact Person: CEDRIC SHADE
Contact Home Phone: 251-442-8911
Contact Business Phone: 251-442-8911
Contact Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
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Initial each — **Signature page**

C.S — In reference to law violations, I attest to the truthfulness of the responses given within the application.

C.S — In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

C.S — In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

C.S. — In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

C.S — In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

C.S. — In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

C.S — In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

C.S — The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

C.S — I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Cedric Shade

Signature of Applicant: Cedric Shade

Notary Name (print): Sakelia Smith

Notary Signature: Sakelia Smith

SAKELIA SMITH NOTARY PUBLIC DEKALB COUNTY, GA MY COMMISSION EXPIRES JUNE 20 2025

Commission expires: 6/20/2025

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

CITY OF DAPHNE
RESOLUTION 2022-10

A RESOLUTION REGARDING COOPERATIVE MAINTENANCE AGREEMENT WITH THE ALABAMA DEPARTMENT OF TRANSPORTATION

WHEREAS, the Alabama Department of Transportation (ALDOT) is the jurisdictional agency with oversight over certain Rights-Of-Ways within the City Limits of Daphne; and

WHEREAS, the ALDOT has allowed the City of Daphne to install other gateway entrance signs and other maintenance activities on their Rights-Of-Ways under various issued permits; and

WHEREAS, the City of Daphne has worked with ALDOT to permit a new gateway entrance sign. This cooperative maintenance agreement will cover the future maintenance of a new gateway sign as well as the electrical conduit in an effort to welcome and notify motorists entering Daphne City Limits along State Route AL Hwy 181 within Daphne City limits; and

WHEREAS, ALDOT has deemed it necessary for the City of Daphne to enter into a Cooperative Maintenance Agreement (CMA) in order to approve permitting requests associated with the Project; and

WHEREAS, the City of Daphne is willing to take responsibility for the requested maintenance; and

NOW, THEREFORE IT BE RESOLVED THAT THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA AS FOLLOWS:

1. The City Council acknowledges and supports the ALDOT Cooperative Maintenance Agreement in conjunction with the location.
2. The Mayor is hereby authorized to execute any and all documents required to facilitate the Project.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS _____ DAY OF _____, 2022.

_____
Robin LeJeune, Mayor

ATTEST:

_____
Candace G. Antinarella, CMC, City Clerk

CITY OF DAPHNE, ALABAMA
ORDINANCE 2022-17

MAYDAY PARK PIER REPAIR PLANS AND SPECIFICATIONS

WHEREAS, Ordinance 2021-49 approved and adopted the Fiscal Year 2022 Budget on September 20, 2021; and

WHEREAS, subsequent to the adoption of the Fiscal Year 2022 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2022 budget; and

WHEREAS, the Mayday Park pier has visible damage and for safety purposes a professional inspection was needed to determine the extent of the deterioration and damage so repairs can be made; and

WHEREAS, Neel-Schaffer, Inc. performed the inspection and noted several deficiencies requiring repair; and

WHEREAS, an appropriation is needed for engineering services for Neel-Schaffer to provide pier repair plans and specifications to correct these deficiencies noted in the inspection.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, that

1) Funds in the amount of **$12,500** from the **General Fund** are hereby appropriated and made a part of the Fiscal Year 2022 Budget for engineering services to provide repair plans and specifications for Mayday Park pier.
2) The Mayor is hereby authorized to execute any and all documents required to enter into an agreement with Neel-Schaffer, Inc. for these services.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS _____ DAY OF_____, 2022.

_____
Robin LeJeune, Mayor

ATTEST:

_____
Candace G. Antinarella, CMC, City Clerk

CITY OF DAPHNE, ALABAMA
ORDINANCE 2022-18

APPROPRIATION: TO PARTICIPATE IN THE BALDWIN COUNTY HUMANE SOCIETY EXCHANGE OF SERVICES ANNUAL AGREEMENT: FERAL AND COMMUNITY CAT PROGRAM

WHEREAS, Ordinance 2021-49 approved and adopted the Fiscal Year 2022 Budget on September 20, 2021; and

WHEREAS, subsequent to the adoption of the Fiscal Year 2022 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2022 budget; and

WHEREAS, the Baldwin County Humane Society provides valuable services to Baldwin County; and

WHEREAS, the mission of the Baldwin County Feral and Community Cat Program is to provide cost effective spay, neuter and limited lifesaving and public health veterinary services for unowned feral and community cats; and

WHERAS, the program will include the ongoing Trap, Neuter and Return (TNR) Projects for stray and feral cats in order to stabilize cat colonies and help to control costs previously spent on ineffective animal control initiatives and overcrowded shelters; and

WHEREAS, this program is designed to provide a positive public reaction, fundraising platforms, partnership opportunities, media exposure, and support from staff, volunteers, other like-mined organizations, and the community at large; and

WHEREAS, the annual cost to participate in the program is $12,000, payable in twelve monthly installments of $1,000; and

WHEREAS, an appropriation in the amount of $7,000 is needed to participate in the Baldwin County Humane Society Feral and Community Cat Program for the remainder of FY2022.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, that

1. Funds from the General Fund are hereby appropriated and made a part of the Fiscal Year 2022 budget in the amount of $7,000 to enter into the Baldwin County Humane Society Exchange of Services Annual Agreement.

2. The Mayor is hereby authorized to execute any and all documents required in order for the City of Daphne to participate in such project.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS _____ DAY OF_____, 2022.

_____
Robin LeJeune, Mayor

ATTEST:

_____
Candace G. Antinarella, CMC, City Clerk

CITY OF DAPHNE, ALABAMA
ORDINANCE 2022-20

Zoning District Map
Revision to the City of Daphne Land Use and Development Ordinance

WHEREAS, the Planning Commission of the City of Daphne, Alabama at their regular meeting held on December 16, 2021, favorably recommended to the City Council of the City of Daphne certain amendments to the Daphne Land Use and Development Ordinance / Zoning District Map approved and adopted by Ordinance No. 2011-54, referenced in Appendix H "Exhibit A" thereof, and amended by Ordinance No. 2016-69, Ordinance No. 2017-49, Ordinance No. 2018-02, Ordinance 2018-27, Ordinance 2019-19, Ordinance 2020-12 and Ordinance 2020-28; and

WHEREAS, said amendments are necessary due to various rezoning and annexation requests which have been approved since the adoption of Ordinance No. 2020-28; and

WHEREAS, due notice of said proposed zoning map amendments has been provided to the public as required by law through publication and open display at the City of Daphne Public Library and City Hall; and

WHEREAS, a public hearing regarding the proposed Zoning District Map amendments was held by the City Council on March 7, 2022; and

WHEREAS, the City Council of the City of Daphne after due consideration and upon recommendation of the Planning Commission believe it in the best interest of the health, safety and welfare of the citizens of the City of Daphne to amend said Zoning District Map as recommended; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DAPHNE, ALABAMA, as follows:

SECTION I: ZONING DISTRICT MAP

The Zoning District Map referenced hereto as Exhibit "A" shall be the official zoning map of the City of Daphne, Alabama and shall be further designated in Appendix H of the City of Daphne Land Use and Development Ordinance, as set forth in Ordinance No. 2011-54 and its amendments.

SECTION II: REPEALER

Ordinance No. 2011-54, Appendix H "Exhibit A", Ordinance No. 2016-69, Ordinance No. 2017-49, Ordinance No. 2018-02, Ordinance 2018-27, Ordinance 2019-19, Ordinance 2020-12 and Ordinance 2020-28 are hereby repealed, and any Ordinance(s), parts of Ordinance(s) or Resolution(s) conflicting with the provisions of this Ordinance are hereby repealed insofar as they conflict.

SECTION III: EFFECTIVE DATE

This Ordinance shall take effect and be in force from and after the date of its approval by the City of Daphne City Council and publication as required by law.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA ON THIS _____ DAY OF _____, 2022.

_____
Robin LeJeune, Mayor

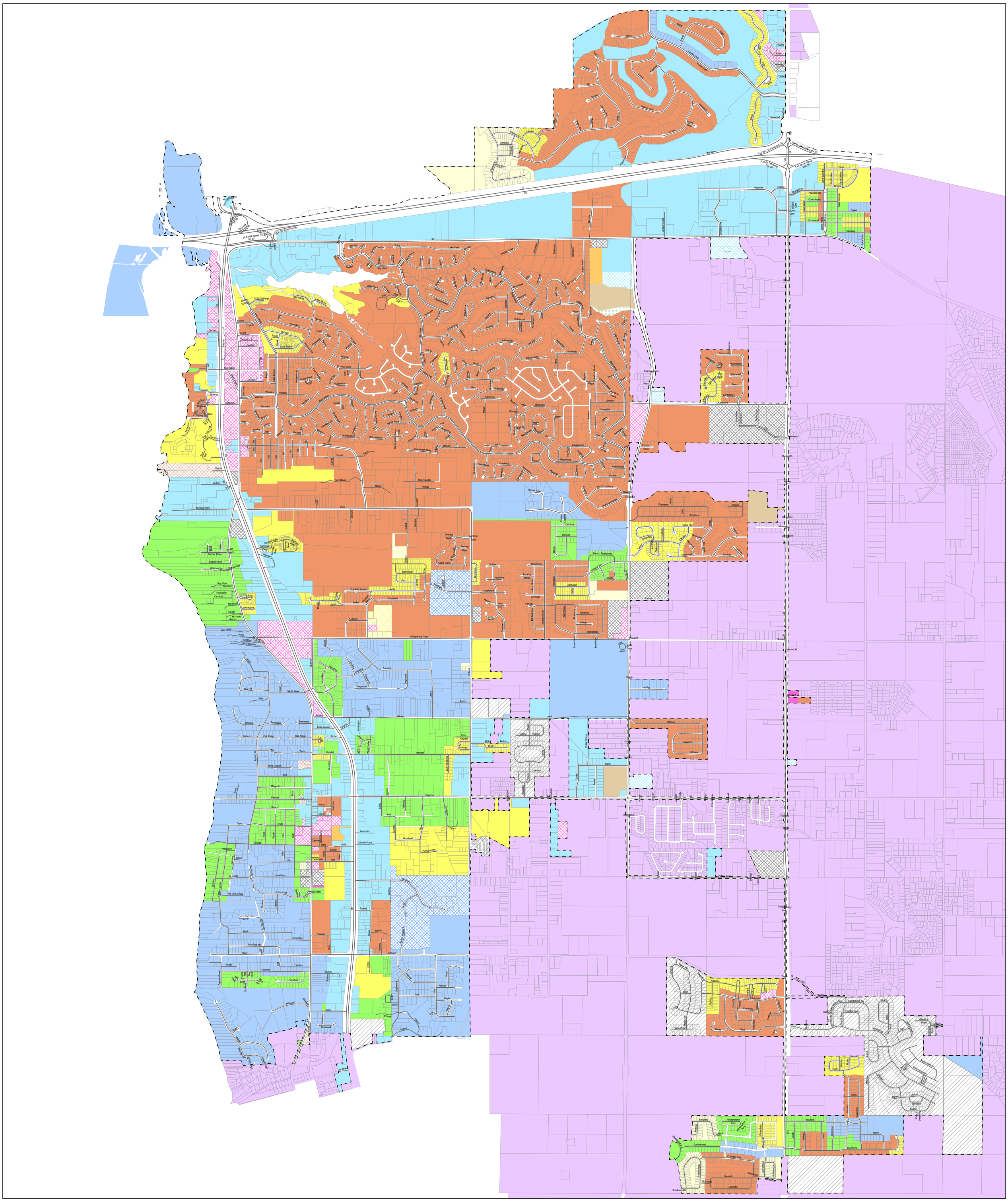
ATTEST:

_____
Candace G. Antinarella, CMC, City Clerk

City of Daphne Zoning Map 2022

Per Ordinance xxxx-xx Adopted by City Council on xxx-xx-xxxx

N



ET JURISDICTION

Zoning as of 11/30/21

- B-1 Local Business
- B-1(A) Limited Local Business District
- B-2 General Business
- B-2(a) General Business Alternate
- B-3 Professional Business
- C-2 Outdoor Amusement
- C/I Commercial/Industrial
- GC Golf Course
- MU Mixed Use
- PUD Planned Unit Development
- R-1 Low Density Single Family Residential
- R-2 Medium Density Single Family Residential
- R-3 High Density Single Family
- R-4 High Density Single Multi-Family Residential
- R-5 Mobile Home Residential
- R-6(D) Duplex - Two Family
- R-6(G) Garden or Patio Home
- R-7(A) Apartment
- R-7(M) Mid-Rise Condominium
- R-7(T) Townhouse
- Parcels
- Streets
- Daphne City Limits

Maps are for graphical purposes only. They do not represent a legal survey.

The information contained in the data distributed by the City of Daphne is derived from a variety of public and private sources considered to be dependable, but the accuracy, completeness and currency thereof are not guaranteed. The City of Daphne makes no warranties, expressed or implied as to the accuracy, completeness, currency, reliability, or suitability for any particular purpose of the information or data contained in or generated from the City Geographic Information System. Additionally, the City of Daphne or any agent, servant, or employee thereof assume no liability associated with the use of the data, and assume no responsibility to maintain it in any manner or form. Any questions regarding zoning or any data should be directed to the City of Daphne Department of Community Development at 251-620-1000.

This map is for reference use only
Map Generated: 1/10/22

COMMUNITY DEVELOPMENT
INTERNAL MEMORANDUM

DATE: January 10, 2022

TO: Office of the City Clerk

FROM: Adrienne Jones, AICP, Director of Community Development AJ

SUBJECT: Revision to the Official City of Daphne Zoning Map

At the December 16, 2021 regular meeting of the City of Daphne Planning Commission, seven members were present. The motion carried unanimously to set forth a ***favorable recommendation*** of acceptance of the above-mentioned revision to the Official City of Daphne Zoning Map (codifications were approved between July 1, 2020 through November 30, 2021).

Attached please find the appropriate documentation and action of the Daphne Planning Commission.

Upon receipt of said documentation, please prepare an ordinance for placement on the City Council agenda to set a public hearing.

Thank you,
ADJ/jv

Attachment(s)

cc: file

Zoning and Street Map Edits: *July 1, 2020 through November 30, 2021*

Legislative Annexation	Governor Approval Date	Act #	Zoning Classification	Property Size (Acres)
N/A				
Annexation by Council Action	**Council Approval Date**	**Council Action Ordinance #**		**Property Size (Acres)**
Corte Road and Austin Road extension	10/21/20	2020-30		13 ac
AJD Family Limited Partnership	02/01/21	2021-05		1.84 ac
Chaffin, Milstead, and Milstead	07/06/21	2021-30		17.92 ac
Joseph Manci	11/01/21	2021-57		53.46 ac
Prezoning	**Council Approval Date**	**Ordinance #**	**Zoning Classification**	**Property Size (Acres)**
AJD Family Limited Partnership	02/01/21	2021-04	B-2	1.84 ac
Chaffin, Milstead, and Milstead	07/06/21	2021-31	PUD	17.92 ac
Joseph Manci	11/01/21	2021-56	PUD	53.46 ac
Rezoning Petitions	**Council Approval Date**	**Ordinance #**	**Old/New Zoning Classification**	**Property Size (Acres)**
Forestar USA Real Estate Group, Inc.	9/08/20	2020-27	PUD to R-1	13.6
ORDG, LLC	11/16/20	2020-38	B-3/R-6(G)	1.15
Burris Warner, LLC	03/01/21	2021-09	R-1 to R-2	0.77
Destiny Church International, Inc.	04/19/21	2021-17	R-2, R-3 and R-4 to R-3 and R-6(G)	19
Satterwhite	07/06/21	2021-29	B-3 to R-3	1.22
BN Properties, LLC	08/02/21	2021-39	B-3 to B-1(A)	1.21
Street Acceptances	**Approved**	**Resolution #**	**Linear Feet**	**Miles**
Diamante Subdivision Phase 2	7/06/20	2020-35	2,331.22	0.4415
Jubilee Farms Phase 6	10/05/20	2020-53	4,026.00	0.7625
Jubilee Farms Phase 7	04/19/21	2021-11	5,602	1.04
Jubilee Farms Phase 8	04/19/21	2021-12	1,191	0.26
Jubilee Farms Phase 15	06/07/21	2021-20	1,367	0.25
Diamante Phase 3	07/06/21	2021-22	2,106	0.423
Jubilee Farms Phase 9	09/20/21	2021-36	1,260	0.23
Jubilee Farms Phase 10	09/20/21	2021-37	3,232	0.61

Zoning and Street Map Edits: *July 1, 2020 through November 30, 2021*

Background:

Typically the Official Zoning Map and the Official Street Map is updated bi-annually. In January, a map correction made by Baldwin County Mapping department and Revenue departments resulted in a reduction in area thought to be in the city (east of Historic Malbis). The land was found to be in the county. In February, citizens needed clarification regarding the map correction and meetings were held to verify the correction. The Official maps were not updated during the citizen investigation period.

This map update includes map amendments which have resulted from annexation, pre-zoning, rezoning and street acceptances that have been approved by the City Council between the months of July 1, 2020 and November 30, 2021, as well as the map correction documented by Baldwin County.

All changes approved prior to January 2021 are presented in the following table in black text. All changes approved after January 2021 are shown in purple text.

Staff Recommendation:

Staff recommends that the Planning Commission set forth a favorable recommendation to City Council to adopt the amended Official Zoning Map and the Official Street Map.

CITY OF DAPHNE, ALABAMA
ORDINANCE 2022-21

An Ordinance to Provide For and Regulate Mobile Food Vehicles Within the City of Daphne

WHEREAS, the City Council of the City of Daphne, Alabama desires to promote the health, safety, welfare, and convenience of the residents of the City of Daphne; and

WHEREAS, Alabama municipalities are authorized to regulate the use of public streets, sidewalks, and rights-of-way for public health, safety, welfare, and convenience; and

WHEREAS, no person, firm, association, or corporation is authorized or permitted to use the streets, avenues, alleys, or public rights-of-way of any municipality for the operation of any private enterprise without first obtaining the consent of the proper authorities of such municipality (Ala. Const. Art. XII, § 220; Ala. Code § 11-49-1(a)); and

WHEREAS, mobile food vehicles are a national trend and provide the useful service of convenient and varied dining options in business areas and in areas that lack businesses providing nutritional dietary options; and

WHEREAS, the City Council of the City of Daphne finds it in the interest of public health, safety, welfare, and convenience to authorize the operation of mobile food vehicles within the City of Daphne, subject to regulations to protect the safe and convenient use of public rights-of-way.

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

SECTION 1. Purpose.

The general purpose of this Ordinance is to promote the health, safety, comfort, convenience, prosperity, and general welfare of the citizens of Daphne by establishing reasonable guidelines and regulations for mobile food vehicles to encourage the safe and convenient use of the City's public rights-of-way.

SECTION 2. Definitions.

The following words, terms, and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

Business license shall mean the license or licenses required of any business to operate within the City pursuant to the business license code.

Mobile food vehicle shall mean a food establishment that is motorized or non-motorized and located upon a vehicle, pulled by a vehicle, or which may be pushed or pulled by an individual, where food or beverage is cooked, prepared and/or served for individual portion service, such as a mobile food kitchen. This includes a truck, cart, wagon, and the like. This Ordinance shall not apply to ice cream trucks that move from place to place and are stationary in the same location for no more than 15 minutes at a time.

Mobile food vendor shall mean the owner or operator of a mobile food vehicle.

Restaurant shall mean a brick and mortar establishment where meals are generally served and eaten on premises or which prepares and serves food and/or drink to customers for consumption on or off the premises.

SECTION 3. Business license required; license fees; compliance with laws.

(a) All mobile food vendors shall obtain an annual business license issued by the City prior to commencing any food sales in the City. Said business license shall be assigned the NAICS code

722320 and shall be subject to schedule C as detailed in section 13-272 of the City's business license code.

(b) All mobile food vehicles and mobile food vendors must obtain all approvals required by the Baldwin County Health Department. Proof of the health department approvals must be displayed on the mobile food vehicle.

(c) All mobile food vehicles must be inspected initially by the City of Daphne Fire Marshal and the mobile food vendor must provide proof of same. Annual inspections are required and each mobile food vehicle is subject to re-inspection at any time.

(d) Each business license for a mobile food vehicle is non-transferable and may be revoked in accordance with the City's Code of Ordinances.

(e) All mobile food vehicles and mobile food vendors are responsible for obtaining and following all procedures for the remittance of any and all applicable sales tax.

(f) All mobile food vehicles and mobile food vendors shall comply in all respects with all applicable federal, state, and local laws, ordinances, rules, and regulations of any kind as they exist or are hereafter adopted or amended, including without limitation those pertaining to the manufacture, preparation, display, and service of foods, confections, and beverages, and/or pertaining to the operation of licensing of mobile food vehicles in general.

SECTION 4. Rules and regulations.

(a) All mobile food vehicles shall offer a waste container for public use that the operator shall empty at its expense. Said container must allow for ten (10) feet of clearance from the mobile food vehicle. The mobile food vendor shall keep the permitted premise and any adjacent public property clean and free from all trash, litter, debris, or waste generated from the operation of the mobile food vehicle.

(b) Mobile food vehicles must have the following fire extinguisher on board during operation: minimum class 2A, 10B and C rated extinguisher. If food preparation involves deep-frying and/or production of grease-laden vapors, a class K fire extinguisher must also be on the mobile food vehicle. Fire extinguishers shall be maintained pursuant to National Fire Protection Association (NFPA) standard 10.

(c) No mobile food vehicle shall make or cause to be made any unreasonable or excessive noise and shall not use lights or noisemakers, such as bells, horns, or whistles, to attract customers.

(d) No mobile food vehicle or mobile food vendor shall:

(1) Create or maintain a public nuisance;

(2) Damage or alter public property or infrastructure; and/or

(3) Erect or utilize any permanent or fixed structures in any public place pursuant to the business license issued hereunder.

(e) No signs shall be used to advertise the conduct of the mobile food vehicle at the premises other than that which is physically attached to the mobile food vehicle. Detached menu boards or other signs indicating pricing, etc., may be used within ten (10) feet of the mobile food vehicle, provided that such boards or signs are able to stand on their own without any staking or other protrusion into the ground and without attachment to any other object such as trees or poles.

(f) Allowable hours of operation for any mobile food vehicle shall be between 6:00 a.m. and 10:00 p.m.

(g) Mobile food vehicles or vendors shall not operate as a drive-through window.

SECTION 5. Location of mobile food vehicles.

(a) Mobile food vehicles must maintain a 15-foot clearance from fire hydrants, driveway entrances, and handicap parking spaces/ramps.

(b) Mobile food vehicles must maintain a 10-foot clearance from any fire lane, utility box, or building entrance.

(c) No mobile food vehicle or mobile food vendor may obstruct the use of any public right-of-way, street intersection, or pedestrian crosswalk and may not obstruct pedestrian space.

(d) No mobile food vehicle shall operate within 150 feet of the nearest public entrance of any Restaurant in current operation unless it is the mobile food vendor's principal place of business or unless there has been unrevoked written consent of the owner or manager of such Restaurant obtained in advance and available for inspection upon request of any City official at any time during the operation of the mobile food vehicle. If the owner or manager of such Restaurant grants permission to the mobile food vendor for the operation of a mobile food vehicle to operate within 150 feet as stated herein, the permission may contain such reasonable conditions and restrictions upon which the parties agree.

(e) Access to neighboring buildings or uses shall not be impeded.

(f) Mobile food vehicles shall not be located on public property without prior written approval from the City and an executed vendor agreement approved by the City. This shall include property owned or leased by the City, City park property, and City rights-of-way.

(g) Mobile food vehicles may not be operated in such a way as to block or otherwise obstruct any motor vehicle, bicycle, or pedestrian traffic on any street, bicycle lane, sidewalk, public way, or public place, nor shall any mobile food vehicle obstruct sight distance at any roadway intersection.

(h) Mobile food vendors shall have approval of the property owner or business owner for each location at which the mobile food vehicle operates. This approval shall be in writing, printed, and signed by the property owner or business owner and must be available for inspection upon the request of any City official at any time during the operation of the mobile food vehicle.

SECTION 6. Operation of mobile food vehicles.

(a) Any mobile food vehicle being operated without a valid City business license shall be deemed a public safety hazard and may be subject to enforcement as provided for herein.

(b) No mobile food vehicle shall be parked on the street overnight, or left unattended and unsecured at any time, unless registered to participate in a special event recognized by the City of Daphne. Any mobile food vehicle found to be unattended shall be considered a public safety hazard and may be subject to enforcement as provided for herein.

(c) A mobile food vehicle operating outside of an approved location shall be deemed in violation of this Ordinance and may be subject to enforcement as provided for herein.

(d) No more than three (3) mobile food vehicles shall operate on the same site on a single day unless specifically approved for private events, City events, or as otherwise approved by the City.

SECTION 7. Enforcement; penalties.

Any person found guilty of violating any of the provisions of this Ordinance shall be fined in an amount not less than $50.00 and not more than $500.00, and may also be sentenced to imprisonment for a period of time not exceeding six (6) months, in the discretion of the court trying the case, and violations on separate days shall each constitute a separate offense.

SECTION 8. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereof.

SECTION 9. Repealer.

Any ordinance(s), parts of ordinance(s), or resolution(s) conflicting with the provisions of this Ordinance are hereby repealed insofar as and only to the extent to which they conflict.

SECTION 10. Effective Date.

This Ordinance shall be in full force and effect from and after the date of its approval by the City Council of Daphne and publication as required by law.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE THIS _____ DAY OF _____ 2022.

_____
Robin LeJeune, Mayor

ATTEST:

_____
Candace G. Antinarella, CMC, City Clerk

CITY OF DAPHNE, ALABAMA
ORDINANCE 2022-22

AN ORDINANCE GRANTING A NON-EXCLUSIVE AUTHORIZATION TO TELEPAK NETWORKS, INC. AND ITS AFFILIATES d/b/a C SPIRE FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A FIBER-OPTIC TRANSMISSION LINE WITHIN CERTAIN PUBLIC RIGHTS-OF-WAY WITHIN THE CITY OF DAPHNE, ALABAMA FOR THE PROVISION OF BROADBAND SERVICES

WHEREAS, Telepak Networks, Inc. and its affiliates, d/b/a C Spire (hereinafter referred to as the "the Company"), desire to construct and maintain a fiber-optic transmission line within certain public rights-of-way within the City of Daphne, Alabama ("City"); and

WHEREAS, the Company has requested the right to construct and maintain a fiber-optic transmission line within the corporate limits of the City for the provision of Video Services, Telecommunication Services, and Other Services to include broadband services and internet access services; and

WHEREAS, the City Council wishes to accommodate the Company's request and grant authorization to allow the Company to construct and maintain a 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 DAPHNE, ALABAMA, AS FOLLOWS:

The City Council of the City of Daphne does hereby grant to Company a non-exclusive right to construct and maintain a fiber-optic transmission line 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 _____, 2022 (the "Effective Date"), by and between the CITY OF DAPHNE, ALABAMA (the "City"), and TELEPAK NETWORKS, INC. AND ITS AFFILIATES d/b/a C Spire ("C Spire"). The City and C Spire 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 telecommunications system within the City; and

WHEREAS, C Spire is qualified to do business in the State of Alabama, has been granted a Certificate to provide utility services in the State of Alabama by the Alabama Public Service Commission and desires to provide Telecommunications Services and Video Services within the City; and

WHEREAS, the City and C Spire desire to enter into this Agreement concerning the installation and maintenance of telecommunications facilities 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) "Basic Video Services Tier" means the Video Services tier which includes the retransmission of local television broadcast signals and which is also the tier which the largest number of Subscribers are currently purchasing.

(b) "Control" shall have the meaning set forth in Section 13 of this Agreement.

(c) "Effective Date" shall have the meaning set forth in the preamble of this Agreement.

(d) "Facilities" means all fiber optic cable, conduit, poles, wires, telecommunications, amplifiers, electronics, transmission and reception equipment, pedestals, towers, dishes, supporting hardware, and related equipment and fixtures necessary and desirable to construct and maintain the Telecommunications 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 any revenue derived by C Spire from the operation of the Telecommunications System to provide Telecommunications Services, Video Services and/or Other Services to Subscribers within the City, adjusted for non-payment. Gross Revenues shall include (i) Video Services fees for any of C Spire's Video Services or Video Services Tier, (ii) Telecommunications Services fees for C Spire's local calling plan offering, and (iii) Other Services fees for broadband services and internet access services.

Gross Revenues shall also include (i) recurring charges for Video Services, including late fees; (ii) event-based charges for Video Services, including pay-per-view and video-on-demand charges; (iii) monthly recurring charges for the rental of Video Services Equipment and Video Services accessories; (iv) customer service charges related to the provision of Video Services, including activation, home installation, and repair; (v) advertising revenue and home shopping commissions; and (vi) administrative charges related to the provision of Video Services, including service order and service termination charges.

Gross Revenues shall not include (i) any taxes on Services furnished by C Spire by any municipality, state, or other governmental unit and collected by C Spire for such governmental unit; (ii) amounts passed back to the Subscribers through retail discounts, refunds, rebates or other direct promotions that reduce the amount of compensation received by C Spire; (iii) uncollectible amounts due C Spire or its customers after commercially reasonable efforts are made to collect, provided that all or part of uncollectible amounts which are written off as bad debt but subsequently collected, less expenses of collection, shall be included in Gross Revenues in the period collected; (iv) non-operating revenues such as interest income or gain from the sale of an asset; (v) site acquisition, construction management or supervision fees related to or incurred in support of the installation of the Facilities; (vi) contributions of capital by any third party to reimburse C Spire in whole or in part for the installation of the Facilities; and/or (vii) revenues from the sale or lease of customer premise equipment and/or accessories unrelated to Video Services.

(h) "License Fee" shall have the meaning set forth in Section 9(a) of this Agreement.

(i) "Other Services" means services lawfully provided by C Spire within the City in addition to Telecommunications Services and Video Services including, without limitation, broadband services and internet access services.

(j) "Person" shall mean any person, firm, partnership, association, corporation, limited liability company, or organization of any kind.

(k) "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.

(l) "Service Area" means those areas within the corporate limits of the City of Daphne where C Spire provides Services.

(m) "Services" collectively refers to Other Services and Telecommunications Services.

(n) "Subscriber(s)" means a Person who lawfully receives Services with C Spire's express permission within the City.

(o) "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

(p) "Telecommunications Services" means the offering of Telecommunications 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.

(q) "Telecommunications System" means C Spire's Facilities, consisting of a set of closed transmission fiber optic paths and associated signal generation, reception, and control equipment or other communication equipment that is designed to provide Services to Subscribers.

(r) "Term" shall have the meaning set forth in Section 3 of this Agreement.

(s) "Video Services" means the one-way transmission to Subscribers within the City of video programming (programming provided by, or generally considered comparable to programming provided by, a television broadcast station) or other programming services typically provided by a Multi-channel Video Programming Distributor ("MVPD") and made available to all Subscribers within the City generally.

2. **Grant**. The City hereby grants C Spire the non-exclusive right and license to construct and operate a Telecommunications System in the Rights-of-Way and a non-exclusive franchise to provide Services to Subscribers located within the City (the "Franchise"). Subject to the terms of this Agreement and applicable law, C Spire may erect, install, construct, operate, maintain, repair, replace, expand, and reconstruct its Telecommunications System in any Rights-of-Way.

3. **Term**. The license granted under this Agreement shall be for an initial term of ten (10) years from the Effective Date, unless otherwise lawfully terminated (the "Term"). Any renewal of this Agreement shall be performed in accordance with applicable laws.

4. **Installation of Facilities**. C Spire shall not install any new Facilities in any Right-of-Way without having received a permit from the City. C Spire 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. C Spire 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) C Spire shall hold a pre-construction meeting with the City at least ten (10) days prior to beginning any construction to advise the City of its planned activities.

(b) C Spire agrees to supply the City with digital drawings of construction plans ten (10) days prior to construction and digital as-built drawings within six (6) months of the completion of any construction. Final 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) C Spire agrees to "white-line" its path for planned construction for the day of construction.

(d) C Spire lines, where feasible, shall have at least a 12" separation vertically and, where feasible, at least 24" separation horizontally from all City utility lines, including gas lines, water lines and sewer lines.

(e) C Spire agrees, where feasible, to stay three (3) feet away, measured horizontally, from power poles unless it is utilizing such poles pursuant to a pole attachment arrangement.

(f) C Spire or C Spire's contractor will request locates and the City shall provide locates of its facilities as required by Alabama's 811 law and regulations. C Spire will not locate the City's utility lines or those of any third party physically or on maps or drawings. C Spire hand hole and clean-up crews will

set hand holes and complete clean-up for each section within 2-3 work days after placement of conduit, weather permitting.

(g) C Spire shall clear the streets of any drill mud, debris and other obstructions that accumulate as a result of C Spire'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 C Spire's activities encroaches upon the street, C Spire shall take immediate corrective action to remove the same.

(h) If streets and other Rights-of-Way are damaged by C Spire, its employees, agents or contractors in installation or subsequent maintenance and repair of its Facilities, C Spire, upon written notice from the City and at C Spire'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) C Spire shall contact affected property owners to discuss any repairs, dress-up or clean-up of such owners' property necessitated by the installation of C Spire's fiber optic cable, and shall perform any necessary repair, dress-up or clean-up to such property at C Spire's sole expense.

(j) At all times during and after the installation of fiber optic lines, C Spire shall respond to all emergency locates to locate its fiber optic lines as required by Alabama's 811 law and regulations.

(k) At all times, C Spire 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 C Spire, to be adequate and C Spire 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 harmless the City 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.

(l) C Spire shall have the authority to trim trees and natural growth on the Rights-of-Way which may affect its Telecommunications System in the Service Area to prevent interference with C Spire's Facilities in accordance with the City's ordinance regarding tree cutting and removal.

(m) C Spire shall, on the request of any Person holding a permit to move a building, temporarily raise or lower its aerial Facilities, if any, to facilitate the moving of such buildings. The expense of such temporary removal or raising or lowering of such aerial Facilities shall be paid by the Person requesting the same, and C Spire shall have the authority to require such payment in advance. C Spire shall be given at least sixty (60) days' advance notice to arrange such temporary aerial Facility alterations.

(n) The decision of when and the location and type of Services provided within the City is solely within the discretion of C Spire during the Term, subject to the City's permit approval process.

Throughout the Term of this Agreement, provided C Spire complies with the foregoing requirements, C Spire shall be entitled to expand and upgrade its Telecommunications System as it deems reasonably necessary.

5. **Relocation of Facilities.** Whenever the City shall grade, regrade, or change the line of any street or Right-of-Way or construct or reconstruct any sewer or water system therein and shall, with due regard to reasonable working conditions, order C Spire to relocate or protect its Facilities located in said street or Right-of-Way, C Spire shall relocate or protect its Facilities at its own expense; provided, however, if the City compensates any Person for similar work then C Spire shall be similarly compensated. Further, where the City has determined that the location of C Spire's Facilities is unsafe, interferes with traffic control devices, or otherwise may be harmful to the public health, safety, and welfare as determined in the reasonable judgment of the City, C Spire shall move such Facilities to an alternate location as directed by the City. The City shall give C Spire reasonable notice of plans to grade or change the line of any street or Right-of-Way or to construct or reconstruct any sewer or water system therein or of any demand that the

Facilities be relocated for the reasons set forth herein. C Spire 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 C Spire'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, the City agrees that during the period of C Spire's installation of fiber optic lines pursuant to this Agreement, the City will locate all City public utility lines as required by Alabama's 811 laws. It shall be the duty of C Spire or its contractor(s) to request the City to locate the public utility lines.

6. **Damage to Existing Utilities.** C Spire hereby agrees that (a) during the installation process, and (b) at any time after such installation, C Spire will immediately notify the appropriate utility provider in the event that C Spire, 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 C Spire'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 Telecommunications System or of any Facilities employed in connection therewith shall comply with the provisions of the National Electrical Safety Code as prepared by the National Bureau of Standards, the National Electrical Code of the National Council of Fire Underwriters, any standards issued by other federal or state regulatory agencies in relation thereto, and local zoning regulations. C Spire 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. To the extent that local ordinances, rules, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail. The City reserves the right to lawfully exercise its police powers. C Spire will comply with the Federal Communications Commission customer service standards set forth under 47 C.F.R. 76.309(c)(1), (2)(ii)-(v), (3)-(4), as such standards exist on the Effective Date and as they may be amended from time to time. The City acknowledges that due to the nature of the equipment and underground fiber installation practices of C Spire which differ substantially from that of traditional cable television service providers, compliance with 47 C.F.R. 76.309(c)(2)(i) is not practicable or required.

8. **Indemnity to The City**. At all times both during and after installation, so long as C Spire's Telecommunications System is located upon any portion of the City's Rights-of-Way, C Spire 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 C Spire's Telecommunications 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 C Spire's Telecommunications 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 C Spire's Telecommunications System. Without the intent of limiting any of the foregoing, it is agreed that C Spire 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 C Spire or its officers, employees, agents, or contractors in connection with the subject of this Agreement, which indemnity shall be at the sole expense of C Spire, 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 C Spire written notice of such claim. Within sixty (60) days of its receipt of written notice of the City's claim, C Spire shall notify the City in writing whether it will defend such claim. If C Spire 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, C Spire agrees to pay the City upon execution of this Agreement a one-time License Fee of Five Thousand Dollars ($5,000).

(b) Franchise Fee. C Spire shall pay the City a franchise fee equal to five percent (5%) of the Gross Revenues received by C Spire from the sale of Video Services, Telecommunications Services and Other Services to Subscribers 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 C Spire, which shows the basis for the computation of all Gross Revenues received by C Spire from sale of the Video Services, Telecommunications Services and Other Services to Subscribers 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) Discounted Rates. If C Spire Subscribers are offered what is, in effect, a discount for "bundled" services (i.e. Subscribers obtain Video Services and some other non-video goods or service), then for the purpose of calculating Gross Revenues, the discount shall be applied proportionately to Video and non-Video goods and services, in accordance with the following example:

> Assume a Subscriber's charge for a given month of Video Service alone would be $40, for local telephone service alone would be $30, and for high speed internet service alone would be $30, for a total of $100. In fact, the three (3) services are offered in effect at a combined rate where the Subscriber receives what amounts to a twenty percent (20%) discount from the rates that would apply to a service if purchased individually (i.e. $80 per month for all three (3) services). The discount (here, $20) for Gross Revenue computation purposes would be applied pro rata so that the Gross Revenues for Video Service are deemed to be $32 ($40 less 20% of $40), for Telecommunications Service are deemed to be $24 ($30 less 20% of $30) and for Other Services are deemed to be $24 ($30 less 20% of $30). The result would be the same if the Subscriber received a $20 discount on telephone service on the condition that he or she also subscribes to Video Service at standard rates.

In no event shall C Spire be permitted to evade or reduce applicable Franchise Fee payments required to be made to the City due to discounted bundled services.

(d) 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 C Spire'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 six (6) 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 C Spire it will give C Spire 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.

10. **Public, Education and Government Access Channel.**

(a) PEG Access Channel. At any time after C Spire begins to offer Video Services on a commercial basis to Subscribers within the City, the City may request C Spire to provide the City one (1) video channel for noncommercial PEG Access use. C Spire shall provide the PEG Access channel within one hundred and eighty (180) days of the City's request.

(b) Regulation of PEG Access Channel. The City shall establish reasonable regulations governing use by the public of the PEG Access channel and the content broadcast over the channel. C Spire

shall have the right to prohibit the broadcast of inappropriate or illegal programming over the channel in its sole reasonable discretion and in accordance with applicable law. The City shall be solely responsible for all costs, expenses, and equipment necessary for and related to producing or transmitting content over the PEG Access channel. C Spire shall have no obligation, financial or otherwise, other than the obligation to provide access to one video channel for noncommercial PEG Access use.

(c) Return of PEG Access Capacity to C Spire. In the event that unused capacity exists on the PEG Access channel, C Spire may request the City to return that capacity to C Spire for C Spire's use. The City shall not unreasonably deny such request.

11. **Liability Insurance.** At all times, C Spire shall maintain, at its own cost and expense, a general liability policy in the minimum amount of $1,000,000.00 per occurrence and $2,000,000 general aggregate limit for bodily injury and property damage. C Spire also currently maintains umbrella liability policies of at least $10,000,000 in aggregate. Such general liability and umbrella policies 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, C Spire shall secure any and all other insurance as C Spire, 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, C Spire agrees to keep such books and records regarding the operation of the Telecommunications System and the provision of Telecommunications Services in the City as are reasonably necessary to ensure C Spire's compliance with the terms and conditions of this Agreement. Such books and records shall include, without limitation, any records required to be kept in a public inspection file by C Spire pursuant to the rules and regulations of the FCC. All such documents pertaining to financial matters, which may be the subject of an audit by the City shall be retained by C Spire for a minimum period of six (6) years; provided it is understood that C Spire only retains call records for eighteen (18) months.

13. **Transfer of Ownership or Control**

(a) C Spire shall not transfer this Agreement or any of C Spire'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 C Spire in the Agreement or in the System in order to secure indebtedness, (ii) a transfer to any Person controlling, controlled by or under the same common control as C Spire, or (iii) a transfer to any Person purchasing all or substantially all of the assets or common stock of C Spire.

(b) C Spire shall give the City prior written notice of any impending transfer of Control of C Spire or its assets under Sections 13 (a)(ii) or (iii). Furthermore, C Spire shall ensure that the Person to whom Control of C Spire 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 C Spire under this Agreement effective as of the date of the transfer of Control or sale. C Spire 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 C Spire.

14. **Compliance with Applicable Law.** C Spire shall at all times comply with all laws applicable to its provision of Telecommunications 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 C Spire pursuant to 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 C Spire hereunder in the event of a material breach of its terms and conditions.

(b) Notice of Violation. In the event the City believes C Spire has not complied with the provisions of this Agreement, the City shall make a written demand that C Spire comply with any such provision, rule, order, or determination under or pursuant to this Agreement. If the violation by C Spire continues for a period of thirty (30) days following C Spire'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 C Spire, 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 C Spire has occurred.

(d) Declaration of Forfeiture. If the City Council shall determine the violation by C Spire was the fault of C Spire 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 or 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.

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 fiber optic lines installed pursuant to this Agreement.

(d) Fees and Costs. In the event of any disputes or controversies arising from the Agreement or its interpretation, each Party will bear its own attorneys' fees and costs incurred in connection with same.

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

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

(g) Independent contractor. The Parties stipulate and agree that C Spire 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 C Spire or its officers, officials, employees or contractors, other than as expressly contained in writing in this Agreement and C Spire 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 C Spire: Telepak Networks, Inc.
Alan Jones, Sr. Vice President
1018 Highland Colony Parkway, Suite 400
Ridgeland, Mississippi 39157

With copy to: Charles L. McBride Jr.
SVP- Legal & General Counsel
1018 Highland Colony Parkway, Suite 700
Ridgeland, Mississippi 39157

The City and C Spire 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 C Spire 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.

* * *
* * *

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 _____ day of _____, 2022.

CITY OF DAPHNE, ALABAMA

_____
Robin LeJeune, Mayor

ATTEST:

_____
Candace G. Antinarella, CMC, City Clerk

APPROVED AND ACCEPTED:

TELEPAK NETWORKS, INC.

_____
Alan Jones, Sr. Vice President

Date: _____