

CITY OF DAPHNE
1705 MAIN STREET, DAPHNE, AL
CITY COUNCIL BUSINESS MEETING AGENDA
Monday, April 4, 2022
6:00 P.M.

1. CALL TO ORDER

2. ROLL CALL

INVOCATION Reverend Thack Dyson, St. Paul's Episcopal Church
PLEDGE OF ALLEGIANCE

PROCLAMATION: National Public Safety Telecommunicators Week

PUBLIC HEARING: Magnolia Properties, L.L.C. and the Stanard Family Partnership Zoning Amendment

3. APPROVE MINUTES: March 21, 2022 regular meeting

4. REPORTS OF STANDING COMMITTEES

A. FINANCE COMMITTEE – Conaway

Review the minutes from the March 21st meeting.

Treasurer's Report – February 2022

- Unrestricted Fund Balance - \$28,777,495

- Total Cash Balance - \$42,940,853

Sales Tax for January 2022 - \$2,093,320

Lodging Tax for January 2022 - \$90,000

MOTION to authorize the Mayor to enter into an agreement with Community Bank for a loan (promissory note) with an interest rate of 1.99% for the purchase of the six (6) Chevy Tahoes for the Police Department.

MOTION to make a favorable recommendation to move forward with the special 3 millage school tax for the Daphne Schools and their feeder pattern.

B. BUILDINGS & PROPERTY COMMITTEE – Phillips

C. PUBLIC SAFETY COMMITTEE – Hughes

D. CODE ENFORCEMENT/ORDINANCE COMMITTEE – Olen

E. PUBLIC WORKS COMMITTEE – Goodlin

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

Review the minutes from the February 24th meeting and the report from the March 24th meeting.

F. RECREATION BOARD – Hughes

City Council Agenda – April 4, 2022

- G. UTILITY BOARD – Coleman**
Review the minutes from the March 2nd meeting.

6. PUBLIC PARTICIPATION

7. MAYOR’S REPORT

8. CITY ATTORNEY REPORT

9. DEPARTMENT HEAD REPORTS

10. CITY CLERK’S REPORT

MOTION to approve the Buckaroo Stampede 5K/Fun Run on June 4, 2022 from 7:00am – 1:00pm with a weather makeup date of June 11, 2022.

11. RESOLUTIONS & ORDINANCES

A. RESOLUTIONS:

2022 – 11 – Award Bid 2022-G- Fourth of July Fireworks Presentation

2022 – 12 – Award Bid 2022-K – Pine Straw

2022 – 13 – Award Bid 2022-J – Mosquito Management Program

B. 2nd 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

1ST READ ORDINANCES:

2022 – 23 – Appropriation: ATRIP – II US Hwy 90 Widening Project: Preliminary Engineering - \$256,300

2022 – 24 – Appropriation: FY2023 Purchase of Six (6) Police Vehicle Purchase - \$235,000

2022 – 25 – Re-Zone Magnolia Properties LLC and the Stanard Family Partnership property located Southeast of the Intersection of Whispering Pines Road and U.S. Highway 98

2022 – 26 – Additional Appropriation – Mosquito Management Program - \$6,076

12. COUNCIL COMMENTS

13. ADJOURN

CITY OF DAPHNE, ALABAMA

Proclamation

WHEREAS; emergencies can occur at anytime that require police, fire or emergency medical services; and

WHEREAS; when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

WHEREAS; the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Daphne communications center; and

WHEREAS; Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

WHEREAS; Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and ensuring their safety; and

WHEREAS; Public Safety Telecommunicators of Daphne have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

WHEREAS; each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year.

NOW,
THEREFORE; I, Robin LeJeune, as the Mayor of the City of Daphne, do hereby proclaim April 10 - 16, 2022 as

National Public Safety Telecommunicators Week

in the City of Daphne in honor of the men and women whose diligence and professionalism keep our city and citizens safe.



Robin LeJeune, Mayor



Candace G. Antinarella, CMC



To: Office of the City Clerk

MEMORANDUM

From: Adrienne D. Jones, AICP *Adj*
Director of Community Development

Subject: Magnolia Properties, L.L.C. and the
Stanard Family Partnership Zoning
Amendment

Date: January 31, 2022

PRESENT ZONING: B-1, Local Business

PROPOSED REZONING: B-2, General Business

LOCATION: Southeast of the intersection of
Whispering Pines Road and U.S. Highway 98

RECOMMENDATION: At the Thursday, January 27, 2022
regular meeting of the Daphne Planning
Commission, eight members were
present, and the motion carried for a
favorable recommendation for the above
captioned zoning amendment; six
members voted in the affirmative and
two dissented.

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 a City Council agenda to set a
public hearing.

Thank you,
ADJ/jv

Attachment(s):

1. Community Development Report and Supplemental
Documents
2. Zoning Amendment Application
3. Legal Description (Exhibit A)
4. Boundary Survey (Exhibit B)
5. Adjacent property owners list



GREAT MAGNOLIA PROPERTIES & STANARD FAMILY PARTNERSHIP

Zoning Amendment Request

Zoning Classification:

B-1, Professional Business

Surrounding Zonings/Uses:

- North— B-1, Local Business/Riviera Utilities
- South— B-2, General Business/Exterminators
- East— R-2, Medium Density Single Family Residential
- West— B-1, Local Business/Daphne Civic Complex

Existing Utility Service Providers: Riviera Utilities, AT&T, Daphne Utilities

Affected City Service Providers: Fire Station 1, Police Beat 1

Staff Recommendation to PC: Unfavorable recommendation to Planning Commission recommends B-2(A) in lieu of B-2.

Proposed Zoning:

B-2, General Business

Development Concept:

Storage Warehouses and Truck Rental

Council District:

1

Existing Conditions:

4 ac

Planning Commission Recommendation:
On 1/27/22, voted to set forth a favorable recommendation to City Council

PROPOSAL:

The applicant proposes to rezone the subject property from B-1, Local Business to B-2, General Business in order to build a warehouse storage and truck rental business.

The Comprehensive Plan

The comprehensive plan's overarching policy regarding land development encourages harmony and compatibility. The following are some Land Use Goals and Objectives from the Plan.

Goal: Provide a land use plan for the City of Daphne, which supports the City's economic development, housing, transportation, and open space, recreation and education goals in a manner that maintains and promotes Daphne's unique image and quality of life.

Objective: Promote and manage growth on undeveloped lands in a manner that will be compatible with, and complementary to, existing adjacent developed properties. **Objective:** Protect and preserve the character of Daphne through review of new developments, the encouragement of growth that enhances the community spirit, and through aesthetic considerations.

EXISTING CONDITIONS

The site is S.E. of the intersection of U.S. Highway 98 and Whispering Pines Road. It is over four acres which extends from Highway 98 to Old Spanish Trail. The site abuts commercial properties to the north and south. Riviera Utilities is to the north, Daphne Civic complex to the west and an exterminator business to the south. There are residential dwellings across Old Spanish Trail to the east. Additionally, the City of Daphne owns a parcel on Old Spanish Trail which is located southeast of the site.

Mini-warehouses are not permitted by right in any district. It requires Planning Approval in B-2, B-2(A) and C/I zones. By comparison, B-2(A) is the most appropriate of the three aforementioned zoning districts and would be more suitable in terms of community character due to the proximity to the residential uses to the east. B-2(A) would meet the owner's needs for mini-warehouses—if such were to be approved by the Planning Commission; however, B-2(A) would not permit truck rentals. Truck sales are permissible in B-2 district, and truck rentals are permissible as an accessory use in B-2.

Excerpt from the Land Use & Development Ordinance

Section 12-4 BUSINESS DISTRICTS

(c) B-2, General Business District:

This district is intended to provide opportunity for activities causing noise and heavy traffic, not considered compatible in the more restrictive business district. These uses also serve as a regional, as well as, a local market and require location in proximity to major transportation routes.

(d) B-2(a), General Business Alternate District:

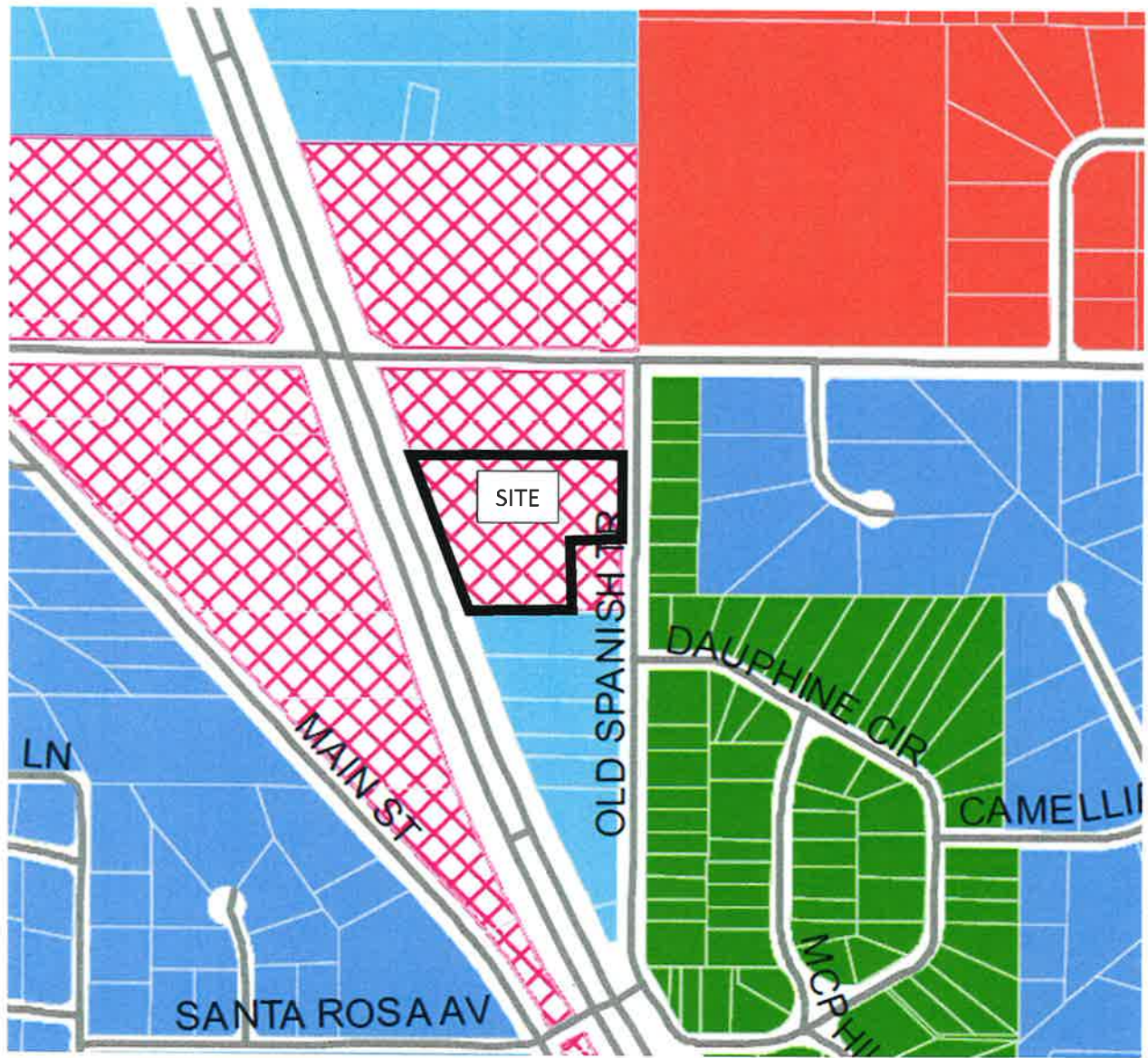
This district is intended to provide opportunity for activities that are more compatible with restrictive business districts and residential uses than those allowed in B-2, General Business. These

uses may serve as a regional or a local market and may require location in proximity to major transportation routes.

Recommendation: This property is currently zoned B-1 which is still a viable and appropriate zoning designation. Note: land to the south was rezoned to B-2 prior to the establishment of the B-2(A) zoning classification. B-2(A), General Business Alternate, was adopted by the City Council in 2015 and is intended to be more compatible with restrictive business districts and residential uses than those allowed in B-2, General Business. The subject property is a transition between the commercial establishments along Highway 98 and the residential community to the east. As such, B-1 and B-2(A) would be a more suitable options than B-2. Thus, staff recommends the Planning Commission set forth an unfavorable recommendation to Council, thus denying the request for B-2 at this location.



Google Earth Imagery of the Surrounding Environs



Zoning Map Excerpt

COMMUNITY DEVELOPMENT



January 14, 2022

Dear Sir/Ma'am,

NOTICE OF PUBLIC HEARING

A petition for REZONING will be considered by the Daphne Planning Commission. Great Magnolia Properties, L.L.C. and the Stanard Family Partnership propose to rezone 4.13 acres +/- located southeast of the intersection of Whispering Pines Road and U.S. Highway 98 from B-1, Local Business, to B-2, General Business.

Said petition will also be considered by the Daphne City Council pursuant to Alabama Code 11-52-85. The application is available for review at City Hall in the Department of Community Development, 1705 Main Street, during regular business hours. An informal site preview meeting will be held on Wednesday, January 19, 2022 at 8:30 a.m. in the Council Chambers of City Hall. The public is invited to attend: limited participation may be allowed by the chairwoman.

The public hearing will be held by the Daphne Planning Commission on Thursday, January 27, 2022 at 5:00 p.m. in the Council Chambers of City Hall. You may submit your views in writing, in person, or by representation.

Sincerely,
Adrienne D. Jones, AICP
Director of Community Development

Great Magnolia Properties, L.L.C. & Stanard Family Partnership Zoning Amendment

**GREAT MAGNOLIA PROPERTIES
&
THE STANARD FAMILY PARTNERSHIP**

ZONING AMENDMENT REQUEST



APPLICATION FOR REZONING OR PRE-ZONING

Office use only: Rev. 072816

Date Submitted December 28, 2021

Application Number:

Planning Commission Public

ZA- 22-01 or PZA-

Hearing Date: January 27, 2022

Legibly print or type responses below. Indicate N/A or an "X" where item is not applicable.

SITE DATA

Site Location (Address or General Proximity to Nearest Intersection):
SEC of US Hwy 98 & Whispering Pines Rd

PPIN#(s): 026448

Gross Site Area (acreage): 4.03 4.13

Requested Zoning or Pre-Zoning: B2

Current Zoning Designation(s): B1

Amended Request:

Initials:

Date:

Current Land Use: Vacant / Undeveloped

Anticipated Land Use: U-Haul Moving and Storage (self-storage,
U-Haul truck share, and retail sales

Provide Legal Description (if necessary attach separate page entitled "Legal Description for [Name of Applicant]":
Please see attached for legal description

Specify other recently approved or pending requests related to the subject property. Circle the answer(s).

Annexation Subdivision Site Plan Special Exception Variance Specify Other

APPLICANT & AGENT INFORMATION

**If an LLC or LLP or Corporation, provide name and signature of Registered Member or Agent and provide a copy of Articles of Incorporation.*

Name of Current Owner: Great Magnolia Properties, LLC & The Stanard Family Partnership/ Walter Pettey III & Beverly Bradley

Mailing Address: 5 Binefar Lane, Hot Springs Village, AR 71909 & 2519 Main St Daphne, AL 36526

Phone/Fax: Bob_pettey@gmail.com

E-mail: Bevbayside2@aol.com

Name of Authorized Agent: U- Haul Company of Southern Alabama/ Chad Rome

Mailing Address: 1002 Spring Hill Ave, Mobile, AL 36604

Phone/Fax: (352)516-2307

E-mail: chad_rome@uhaul.com

Name of Developer*: AMERCO Real Estate Company
2727 N Central Ave 5N, Phoenix, AZ 85004

Phone/Fax: (602)263 6555

E-mail: lora_lakov@uhaul.com

Other:

Phone/Fax:

E-mail:

I, the applicant, certify that all of the above facts are true and correct to the best of my knowledge. I hereby agree to allow the City of Daphne to post a sign on the subject property notifying the general public of this request.

Applicant's Signature: 

Date 12-22-2021

Agent's Signature: 

Date 12-22-2021

U-HAUL OF DAPHNEAL
ZONING AMENDMENT

SOUTHEAST CORNER OF
INTERSECTION OF US HWY 98 AND WHISPERING PINES RD

EXHIBIT "A"

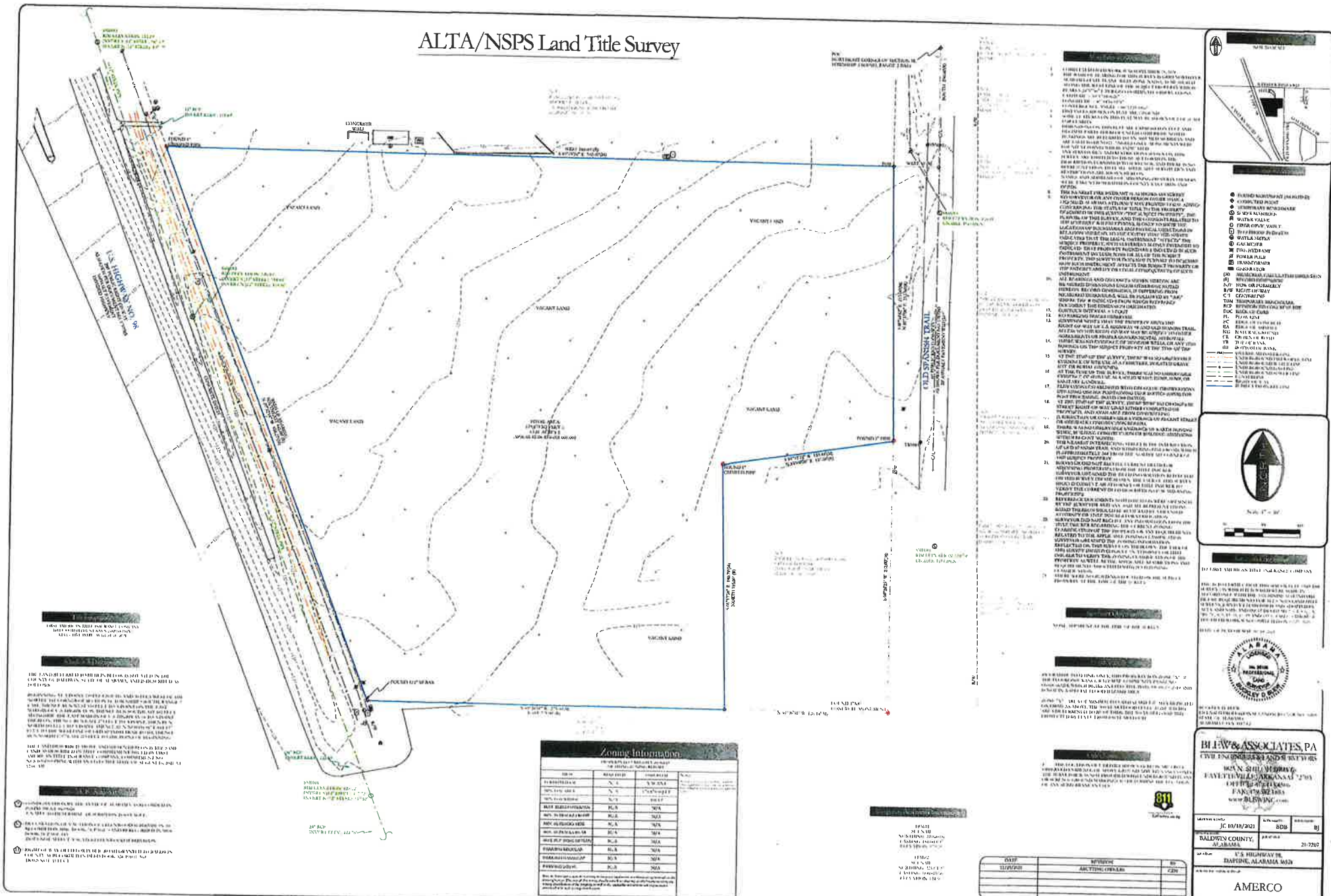
STATE OF ALABAMA

COUNTY OF BALDWIN

DESCRIPTION OF PROPERTY TO BE REZONED FROM (B-1), LOCAL BUSINESS, TO (B-2) GENERAL BUSINESS

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF BALDWIN, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 250 FEET SOUTH AND 30 FEET WEST OF THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 2 EAST; THENCE RUN WEST 560 FEET TO A POINT ON THE EAST MARGIN OF U.S. HIGHWAY 98; THENCE RUN SOUTHEAST 442 FEET ALONGSIDE THE EAST MARGIN OF U.S. HIGHWAY 98 TO A POINT THEREON; THENCE RUN EAST 275 FEET TO A POINT; THEN RUN NORTH 185 FEET TO A POINT; THENCE RUN NORTH 81° EAST 137 FEET TO THE WEST LINE OF OLD SPANISH TRAIL ROAD; THENCE RUN NORTH 1°37' EAST 215 FEET TO THE POINT OF BEGINNING. THE LAND DESCRIBED ABOVE AND SHOWN HEREON IS THE SAME LAND AS DESCRIBED IN TITLE COMMITMENT ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO. NCS-1082963-PHX1, WITH AN EFFECTIVE DATE OF AUGUST 16, 2021 AT 12:00 AM.

ALTA/NSPS Land Title Survey



BLEW & ASSOCIATES, PA
CIVIL ENGINEERS & LAND SURVEYORS

LIST OF ADJOINING PROPERTY OWNERS

SUBJECT PARCEL: 05-43-04-41-0-001-001.000
Baldwin County, AL

Parcel(s): 05-43-04-41-0-001-003.000
Name: City of Daphne
Address: PO Box 400
City, State, Zip: Daphne, AL 36526

Parcel(s): 05-43-04-41-0-001-004.000
Name: City of Daphne
Street Address: 618 Whispering Pines Road
City, State, Zip: Daphne, AL 36526

Parcel(s): 05-43-04-41-0-001-002.000
Name: City of Daphne
Address: PO Box 400
City, State, Zip: Daphne, AL 36526

Parcel(s): 05-43-04-41-0-001-001.001
Name: Riviera Utilities
Street Address: 700 Whispering Pines Road
City, State, Zip: Daphne, AL 36526

Parcel(s): 05-43-04-41-0-001-001.000
Name: The Stanard Family Partnership
Address: 6475 War Eagle Dr
City, State, Zip: Daphne, AL 36526

Parcel(s): 05-43-04-41-0-001-011.000
Name: City of Daphne
Street Address: 2601 Old Spanish Trail
City, State, Zip: Daphne, AL 36526

Parcel(s): 05-43-04-41-0-001-012.000
Name: BD&Q LLC
Street Address: 2520 US-98
City, State, Zip: Daphne, AL 36526

Parcel(s): 05-43-04-17-2-002-010.000
Name: Pinnacle Properties LLC
Street Address: 2610 Old Spanish Trail
City, State, Zip: Daphne, AL 36526

BLEW & ASSOCIATES, PA
CIVIL ENGINEERS & LAND SURVEYORS

Parcel(s): 05-43-04-17-2-002-011.000
Name: Reinhart Properties LLC
Street Address: 2608 Old Spanish Trail
City, State, Zip: Daphne, AL 36526

Parcel(s): 05-43-04-17-2-002-012.000
Name: Reinhart Michael
Street Address: 2606 Old Spanish Trail
City, State, Zip: Daphne, AL 36526

Parcel(s): 05-43-04-41-0-001-009.000
Name: Southtrust Bank of Baldwin County
Mailing Address: PO Box 2609
City, State, Zip: Carlsbad, CA 92018

Signed: _____



3825 NORTH SHILOH DRIVE • FAYETTEVILLE / ARKANSAS • 72703
PHONE: 479-443-4506 • FAX: 479-582-1883

OPEN SPACE CONSERVATION EASEMENT AGREEMENT

This Private Open Space Conservation Easement Agreement, made this day of January ____, 2022, by and between_____, a _____ corporation having its place of business located at 2727 N. Central Ave., Phoenix, AR 85004, hereinafter called "Grantor", and the City of Daphne, a municipality having its corporate limits within Baldwin County, Alabama, hereinafter called "City".

RECITALS

WHEREAS, the Grantor is the owner of real property within the City of Daphne, Baldwin County, Alabama, more particularly described as follows ("Property"):

BEGINNING AT A POINT 250 FEET SOUTH AND 30 FEET WEST OF THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 2 EAST; THENCE RUN WEST 560 FEET TO A POINT ON THE EAST MARGIN OF U.S. HIGHWAY 98; THENCE RUN SOUTHEAST 442 FEET ALONGSIDE THE EAST MARGIN OF U.S. HIGHWAY 98 TO A POINT THEREON; THENCE RUN EAST 275 FEET TO A POINT; THEN RUN NORTH 185 FEET TO A POINT; THENCE RUN NORTH 81° EAST 137 FEET TO THE WEST LINE OF OLD SPANISH TRAIL ROAD; THENCE RUN NORTH 1°37' EAST 215 FEET TO THE POINT OF BEGINNING. THE LAND DESCRIBED ABOVE AND SHOWN HEREON IS THE SAME LAND AS DESCRIBED IN PRO FORMA ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. NCS-1082963-PHX1.

WHEREAS, a certain portion of the Property which the City, acting in accordance with the provisions and requirements of the Land Use and Development Ordinance for the City of Daphne, duly adopted in accordance with Title 11, Subtitle 2, Chapter 52, Articles 1 through 4, Code of Alabama, 1975 and 1986 Cumulative Supplement, as amended ("Zoning Code"), has determined would be in the public interest to retain, maintain and conserve environmentally sensitive areas and open space areas as private open space and to remain in its natural state;

WHEREAS, the City, acting in accordance with the provisions and requirements of the Zoning Code has determined that the maintenance and conservation of certain portions of said Property of the Grantor can best be accomplished by the securing by the City a Private Open Space Conservation Easement over, across and upon a portion of the said Property of the Grantor;

WHEREAS, the Grantor is willing to execute a Open Space Conservation Agreement and effectively grant to the City the easement and covenants as expressed therein concerning said Property, thereby providing for its maintenance and conservation as open space;

NOW, THEREFORE, in consideration of One (\$1.00) Dollar and other valuable considerations and execution of the Open Space Conservation Agreement and, said Grantor does hereby give, grant, bargain, sell and confirm unto said City, its successors and assigns forever, the right, privilege and authority as a private conservation easement and restriction to perpetually preserve, protect, limit, conserve and maintain the land, wetland and woodland areas of the Property hereinafter described in their present natural, scenic and open condition.

A. PRIVATE OPEN SPACE CONSERVATION EASEMENT AREA

A certain portion of the Property more particularly described below shall be designated "OPEN SPACE CONSERVATION EASEMENT" situated in the City of Daphne, Baldwin County, Alabama, as

shown in Exhibit A (the "Easement Area"):

[description of easement area]

B. THE GRANTOR FURTHER COVENANTS AND AGREES:

1. To prohibit and refrain from the following operations within the Easement Area, unless written express consent is obtained from the City, or successor:
 - a. the construction or placing of buildings, roads, signs, billboards or other advertising, or other structures on or above the ground;
 - b. the dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, ashes waste rubbish, garbage, junk or unsightly or offensive materials;
 - c. the excavation, dredging or removal of loam, peat, gravel, soil, rock or other mineral substance in such manner as to affect the surface;
 - d. the removal or destruction of trees, shrubs or natural vegetation, the killing of wildlife, the spraying of pesticides other than to control mosquitoes and other insect pests (by use of pesticides accepted by the Department of Environmental Protection), or any other activities or uses detrimental to drainage, flood control, water conservation, erosion control, soil conservation, wildlife or the maintenance of the land and wetland areas in its natural, scenic and open condition.
2. In the event of a violation of any covenant or restriction herein, the City, its successors or assigns, may following reasonable notice to Grantor, institute a suit to enjoin such violation by ex parte, temporary, or permanent injunction and to require restoration of the Easement Area to its prior condition. In the alternative, representatives of the City, its successors and assigns may enter upon the Easement Area, correct any such violation, and hold Grantors, their successor and assigns, responsible for the cost thereof. The City, its successors and assigns, shall also have available all legal and equitable remedies to enforce Grantors' obligations hereunder and in the event Grantors are found to have violated any of its obligations, Grantors shall reimburse The City, its successors or assigns, for any costs or expenses incurred in connection therewith including court costs and reasonable attorney fees.
3. Grantor agrees that these restrictions will be inserted by it in any subsequent deed or other legal instrument by which it divests itself of either the fee simple title to or its possessory interest in the Easement Area, or any part thereof. The aforesaid covenants and restrictions are deemed to run with the land as binding and enforceable servitudes in perpetuity.
4. Notwithstanding any of the foregoing provisions, nothing herein shall preclude the construction, reconstruction, maintenance and repair within said Easement Area of aboveground or underground public utilities, provided all proper precautions are taken with respect to erosion and siltation control as approved by the City herein to commencement of such activity.

C. THE GRANTEE AGREES, BY THE ACCEPTANCE HEREOF:

1. To release automatically such private conservation easement and restriction as though this instrument had never been executed by the Grantor should, at any time, said Easement Area be condemned by some dominant governmental authority.
2. To permit removal by the Grantor of dead trees and brush from said Easement Area provided, however, that in advance of such removal, the CITY shall approve such removal by marking trees or a similar method.
3. To permit the Grantor herein to construct, install and maintain sanitary sewer and/or water lines across the above-described easement should such sanitary sewer and/or water liens be constructed in proximity to the area so as to make such a hook-up feasible, subject to normal environmental review of such activity.
4. The Grantor herein reserves to itself, its successors and assigns the right to make use of the above-described Easement Area for any and all purposes permitted by the Zoning Code and which are in

keeping with the stated intent of the Private Open Space Conservation Easement and which shall in no way endanger the maintenance and the conservation of the above described Easement Area as open space in its natural state.

5. The Grantor herein covenants and agrees for itself, its successors and assigns that it or they shall maintain adequate liability insurance over the areas which are the subject of this Private Open Space Conservation Easement and that it and its successors and assigns shall pay any and all taxes now or hereinafter accruing or imposed on said Easement by the City.
6. The foregoing Open Space Conservation Easement shall be permanent and shall be binding upon the Grantor, his heirs, successors and assigns and insure to the benefit of the City, its successors and assigns and to the Grantor, its heirs, successors and assigns.
7. Notwithstanding any of the foregoing provisions, nothing herein shall forbid the Grantor from transferring the permanent private conservation easement to a bona fide conservation organization, a homeowners' association, a condominium or other ownership arrangement specified in the Zoning Code, as amended. The City shall approve any transfer following review of the relevant transfer documents by the City Attorney.

TO HAVE AND TO HOLD the above granted rights, privilege or authority unto the said City, its successors and assigns forever, to its and their own property use and behoove.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective duly authorized officers, each intending to be legally bound hereby.

OWNER:

By: _____

Printed: _____

Title: _____

Date: _____

STATE OF ARIZONA)
) ss:
COUNTY OF MARICOPA)

On this _____ day of January, 2022, before me, the undersigned Notary Public in and for said State, personally appeared _____, known or identified to me, to be a _____ of _____, a _____, and the person that executed the within instrument on behalf of said _____, and acknowledged to me that such _____ executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for Arizona
My Commission Expires: _____

CITY OF DAPHNE, ALABAMA, a Municipal Corporation

ATTEST:

By: _____
Candace G. Antinarella, City Clerk

By: _____
Robin LeJeune, Mayor, City of Daphne

APPROVED AS TO FORM:

City Attorney

Date: _____

STATE OF ALABAMA)
) ss:
COUNTY OF BALDWIN)

This Agreement was executed and acknowledged before me on _____,
2022 by Robin LeJeune as Mayor of the City of Daphne, AL.

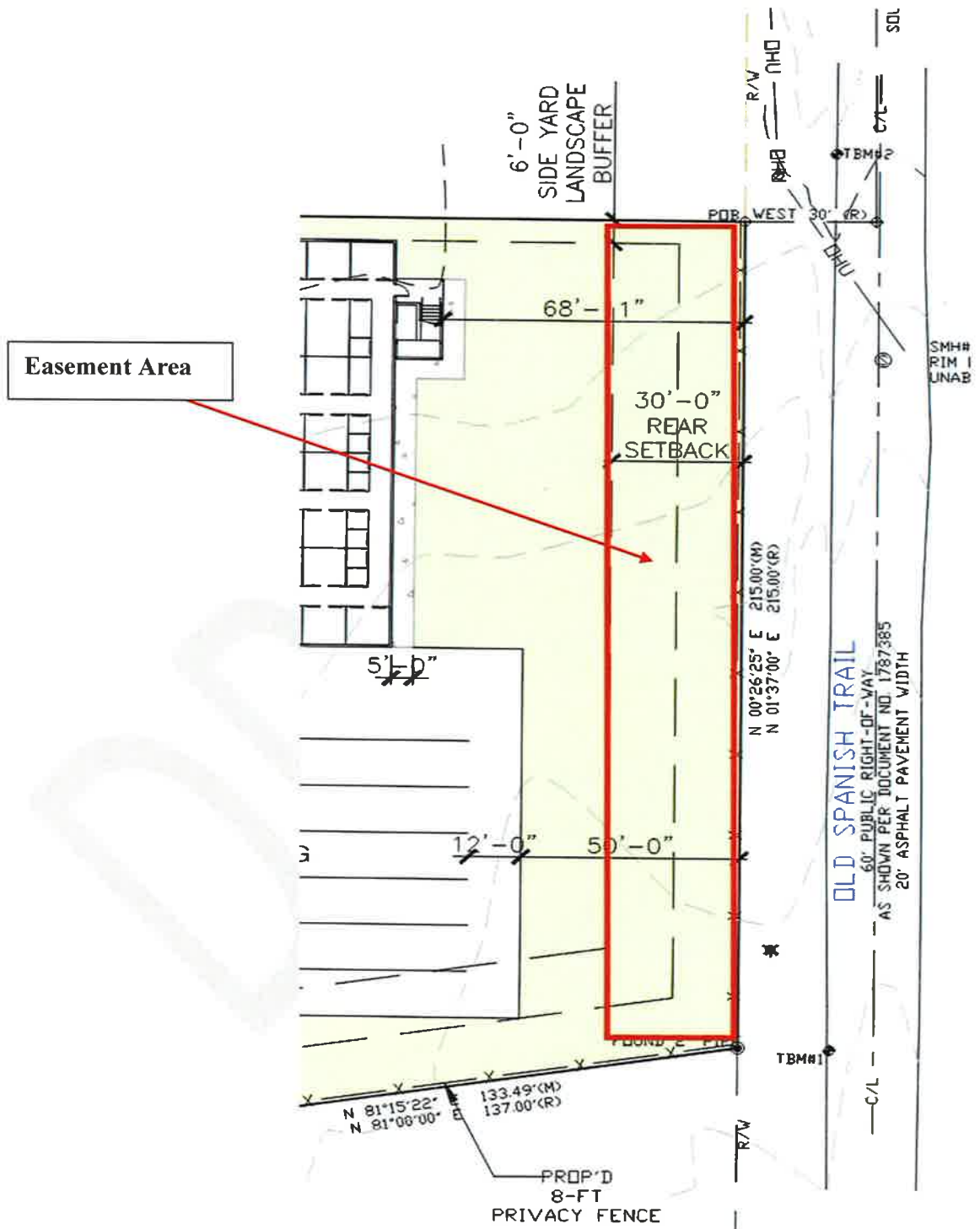
Notary Public

STATE OF ALABAMA)
) ss:
COUNTY OF BALDWIN)

This Agreement was executed and acknowledged before me on _____,
2022 by Candace G. Antinarella as City Clerk of the City of Daphne, AL.

Notary Public

**Exhibit A
(Easement Area)**



AMERCO[®]

REAL ESTATE COMPANY

2727 North Central Avenue, 5-N • Phoenix, Arizona 85004
Phone : 602.263.6555 • Fax : 602.277.5824 • Email: lora_lakov@uhaul.com

Rezone Narrative Report

DATE: December 21 ,2021

PROPERTY OWNER: Great Magnolia Properties, LLC and The Standard Family Partnership

APPRICANT: U-Haul Company of S Alabama- Chad Rome

PROJECT NAME: U- Haul of Daphne AL

CASE NUMBER: _____

REQUEST: Rezone to B-2 for proposed use of self-storage, truck and trailer share and related retail

PROJECT ADDRESS: SEC of US Highway 98 and Whispering Pines Rd, Daphne AL

DESCRIPTION OF REQUEST

U-Haul Company of S Alabama has prepared this application package for the opportunity to receive City of Daphne's approval regarding Rezone Application for the property located at SEC of US Highway 98 and Whispering Pines Rd, Daphne AL. The rezone will allow U-Haul to better serve the storage needs of the community and activate a property that is currently vacant.

EXISTING CONDITIONS:

The property includes parcel located at SEC of US Highway 98 and Whispering Pines Rd, Daphne AL.

Parcels are identified as:

05-43-04-41-0-001-001.00/ ID 26448

The combined area of the property is 4.03 acre. The subject property is fronting US Hwy 98 on the west, next to Old Spanish Trail to the east and Whispering Pines Road to the north.

Refer to **Exhibit 1** -Existing Conditions Map.

PROPOSED CLIMATE CONTROLLED SELF-STORAGE FACILITY DESCRIPTION:

U-Haul is proposing to build an interior access 3 story climate-controlled self-storage building 93,555 SF and a 1 story self-storage building 10,113 SF. Access to the property is from US Hwy 98, through two proposed curb cuts.

Custom site design for every U-Haul store assures that the facility compliments the community it serves. Adherence to community objectives is key to ensure each U-Haul store is both a neighborhood asset and an economic success.

U-Haul stores characteristically serve the do-it-yourself household customer. The U-Haul Store will be staffed with 10-15 employees, both full-time and part-time. Families will generally arrive in their own automobiles, enter the showroom and may choose from a variety of products and services offered there.

- Families typically use U-Haul Self-Storage rooms to store furniture, household goods
- U-Haul stores also provide truck and trailer sharing for household moving, either in-town or across country.
- Families who need packing supplies in advance of a move or to ship personal packages can choose from a variety of retail sales items, including cartons, tape and sustainable packing materials.
- Families who tow U-Haul trailers, boats, or recreational trailers can select, and have installed, the hitch and towing packages that best meet their needs.

U-Haul is a commercial type of use that serves the residential communities within a 3-5-mile radius. We feel the U-Haul would be an appropriate use for the property and there are proven benefits for allowing self-storage facilities in communities:

- Self-storage facilities are quiet
- They provide an excellent buffer between zones
- They create very little traffic
- They have little impact on utilities
- They have no impact on schools
- They provide a good tax revenue
- They provide a community service

JUSTIFICATION FOR REZONING

EXISTING LAND USE/ZONING and PERMITTED USES:

The existing zoning of the property is B-1 (Local business district).

The current land use of the subject property is Undeveloped.

The future land use of the subject property is Residential/ Commercial corner/.

The proposed self-storage use requires a Rezone to B-2 zoning district. The proposed truck and trailer lease and rental use and related retail are permitted uses in B-2 zoning district.

The following land uses, and zoning districts are located adjacent to the subject property:

North : B-1/ TCU (transportation/ Communication and Utilities)

South: B-2/ Commercial

East: R-2/ Residential

West: B-1/Public

LAND USE ELEMENT/ NEIGHBORHOOD COMPATIBILITY

The existing land use of the property is Undeveloped. The future land use of the property is Residential with the property being situated within major intersection of major arterial roads of Whispering Pines Road and US 98, and the area being planned for Commercial district with retail and commercial uses per city's Comprehensive Plan. Refer to **Exhibit 3** Basis for Future Land Use Map.

The proposed use of self – storage is compatible with the surrounding uses. As previously mentioned, U-Haul is a commercial type of use that serves the residential communities within a 3-5-mile radius. The property is located next to major transportation routes, which favor commercial development. The development is fronting US 98, as it also provides screening to the residential properties to the east from the intersection's traffic noise. The proposed uses and property redevelopment are desirable for the community. The proposed self-storage use will complement the existing uses and the uses permitted in

the B-2 district by providing additional services to the area designed to the current the standards of the B-2 zoning district.

U-Haul is meeting the land use goal of the community and the Comprehensive Plan by developing a vacant site, in close proximity to US 98 which this property consists of, by increasing occupancy of businesses along US 98 and by proposing a use which supports economic development of the city and thus improving the quality of life of the community by creating new commercial opportunities and job growth for the area.

The development is adjacent to existing commercial site to the south. The development will contribute to improving the appearance and function of US 98. It will meet the B-2 district's design criteria for building design, landscaping, and infrastructure.

The property will provide buffering with the abutting residential parcels and will be designed for maximum efficiency while protecting the surrounding land uses. The existing landscape and mature trees along the eastern property line along Old Spanish trail will remain and will serve as screening to the residential properties to the east. Refer to **Exhibit 2- Views from Old Spanish Trail Road**.

The proposed development will maintain the community character and will be designed to the design standards of City of Daphne zoning ordinance. The proposed rezoning will not adversely impact the character of surrounding neighborhood. Our proposed development shall not have hours of operation, lighting, odor, noise levels, glare, dust, vibrations, fumes, pollution, or site activity that would be detrimental to area properties. Lighting will be shielded. No exterior loud speaker for purpose of paging will be at the location. Landscape will be mechanically irrigated and maintained.

U-Haul's architectural philosophy has always strived to provide compatible designs and attractive landscaping to enhance and complement the neighboring areas. In doing this U-Haul avoids building the typical industry facility and instead welcomes your community's choice of more environmentally appealing structures that emphasize the look and feel of your surrounding neighborhood.

TRANSPORTATION ELEMENT

The proposed development will promote efficient movement of traffic and safe movement of traffic within the community. Historically traffic studies have demonstrated that self-storage businesses generate very little vehicle traffic volume. This reduced traffic from a U-Haul facility will generate little if any impact to town roads and streets.

Our proposal to rezone shall not adversely impact any established residential neighborhood. Based on ITE standards, self-storage does not introduce more volume, daily traffic activity, trip generation or commercial activity to the surrounding neighborhoods.

U-Haul self-storage uses generate less traffic than most other commercial uses. See use comparison Table 1 below.

USE COMPARISON					
Use	Square Feet	Traffic Volume		Typical Hours	Days
		Weekday 24 Hour	Saturday 24 Hour		
Fast Food Restaurant	3,000 sq ft	3,161 trips	3,430 trips	18 hours - 24 hours	7
Gas Station w/ Convenience Store	2,200 sq ft	1,200 trips	2,200 trips	18 hours - 24 hours	7
U-Haul Center	80,000 sq ft	31 trips	53 trips	7 am - 7 pm 12 hours	7
Hotel	50,000 sq ft	905 trips	901 trips	24 hours	7
Casual Dining	5,000 sq ft	1,075 trips	1,250 trips	11 am - 11 pm 12 hours	7

TABLE 1

ECONOMIC DEVELOPMENT ELEMENT

The proposed U-Haul center addresses the city's goal for quality of life and positive business growth.

U- Haul is a company which has been in business for more than 75 years and it is a type of company which cities will want to retain and attract, because its stability contributes to a resilient local and regional economy. The proposed new self-storage facility will address the changing needs of the community for storage.

U-Haul's market research has found a need for storage and moving services not only in this part of Daphne AL, but throughout the surrounding towns. The request will allow for the development of a quality, indoor storage facility. In addition, U- Haul's financial model will improve the City's economic development goals by offering a valuable service to the community, creating jobs, increasing tax revenues and retaining and developing new commercial activities within walking distance of residential area.

HOURS OF OPERATION

The hours of operation are as follows:

Monday - Thursday	7:00 a.m. to 7:00 p.m.
Friday	7:00 a.m. to 8:00 p.m.
Saturday	7:00 a.m. to 7:00 p.m.
Sunday	9:00 a.m. to 5:00 p.m.

CONCLUSION

Every year U-Haul develops many properties across the United States and Canada – from ground-up projects, existing building remodels and building additions. All projects utilize sustainable building techniques; from site selection in high-growth areas, to using recyclable building materials where possible. We have made much headway into introducing sustainable building practices in the building and remodeling of our projects and more innovative design techniques available for our site planning. The development of this commercial site is a prime example.

In closing, we would like to request the approval of the rezoning from City of Daphne AL for the proposed interior self-service storage facility. U-Haul looks forward to working with the City of Daphne AL as you consider the rezone application.

Sincerely,

Lora Lakov
AMERCO Real Estate Company - Planner

EXHIBIT 1- EXISTING CONDITIONS MAP

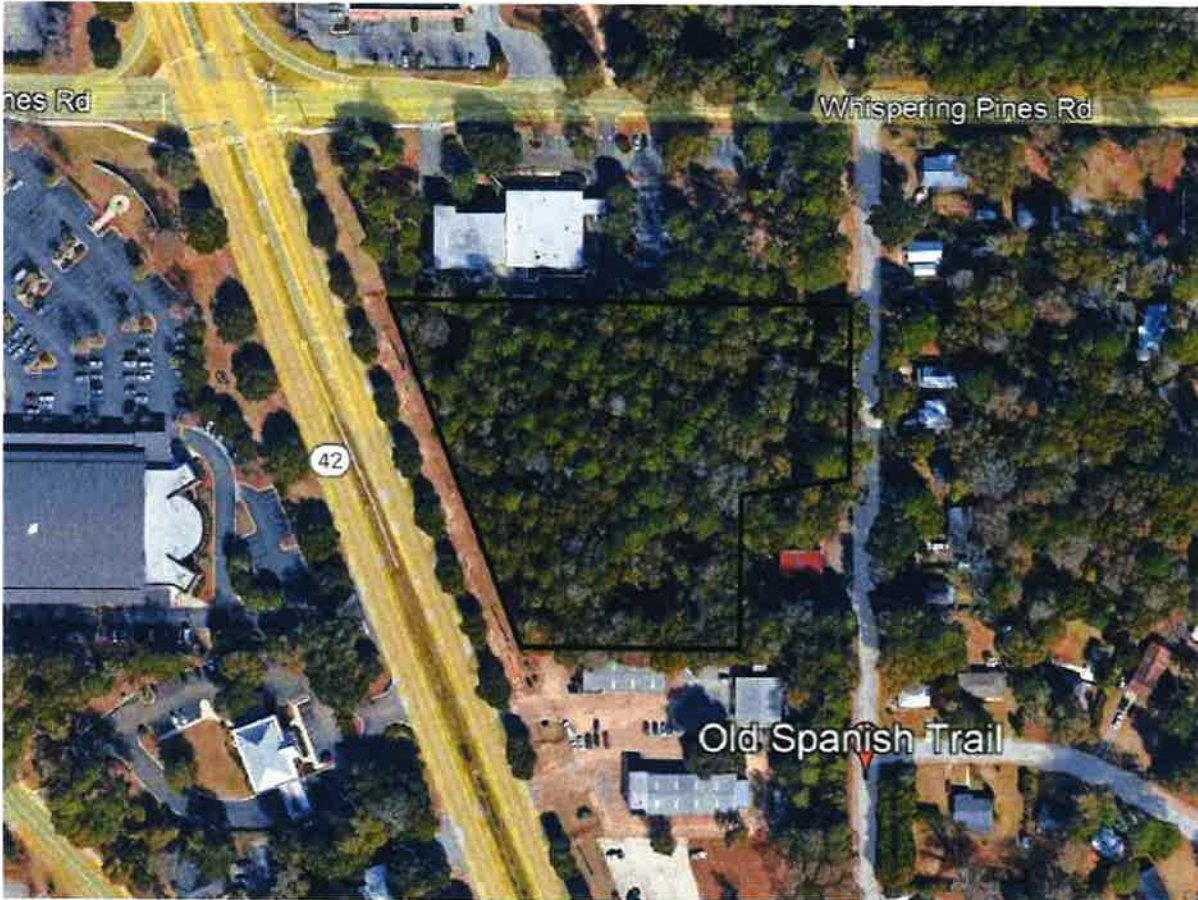
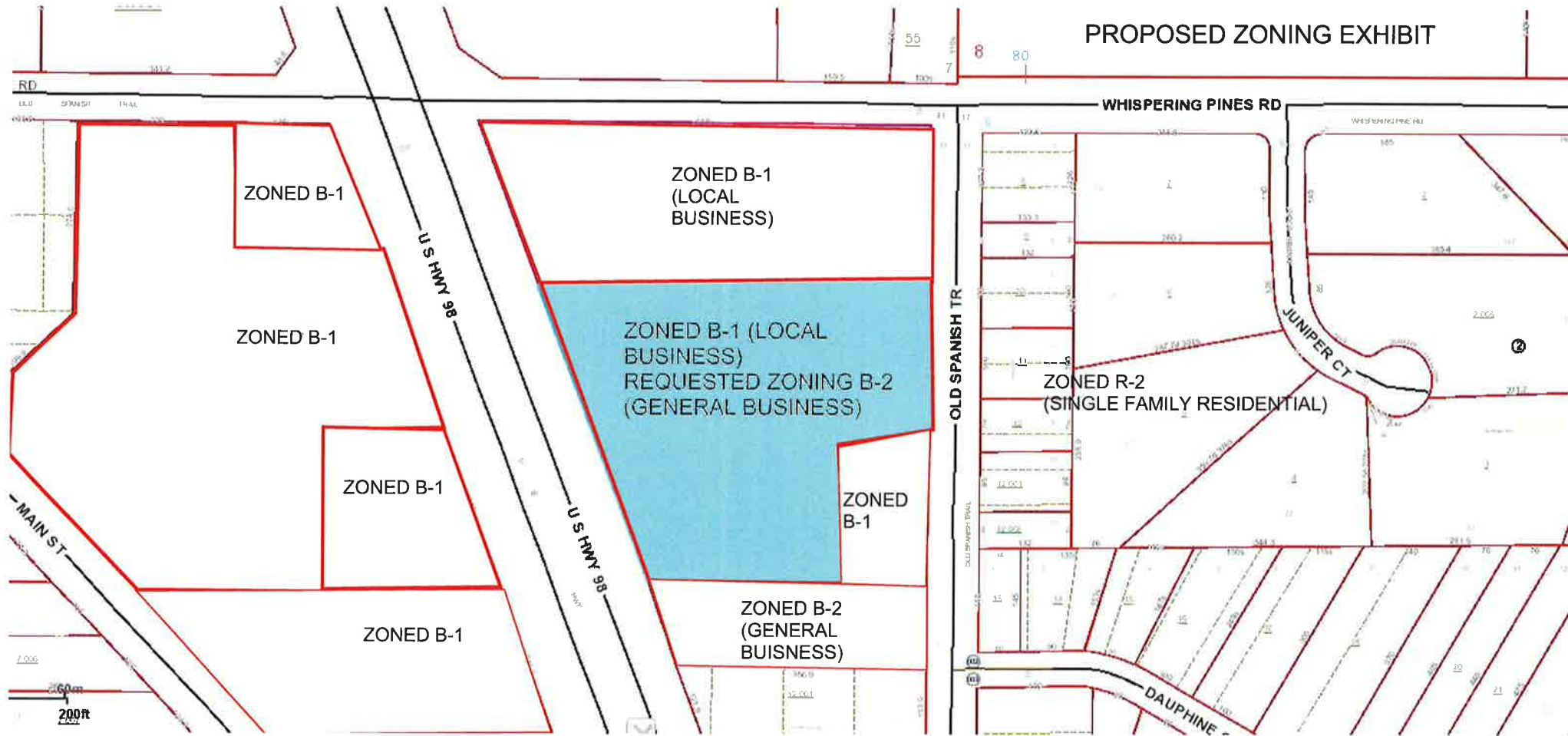


EXHIBIT 2- Views from Old Spanish Trail – page 1

PROPOSED ZONING EXHIBIT

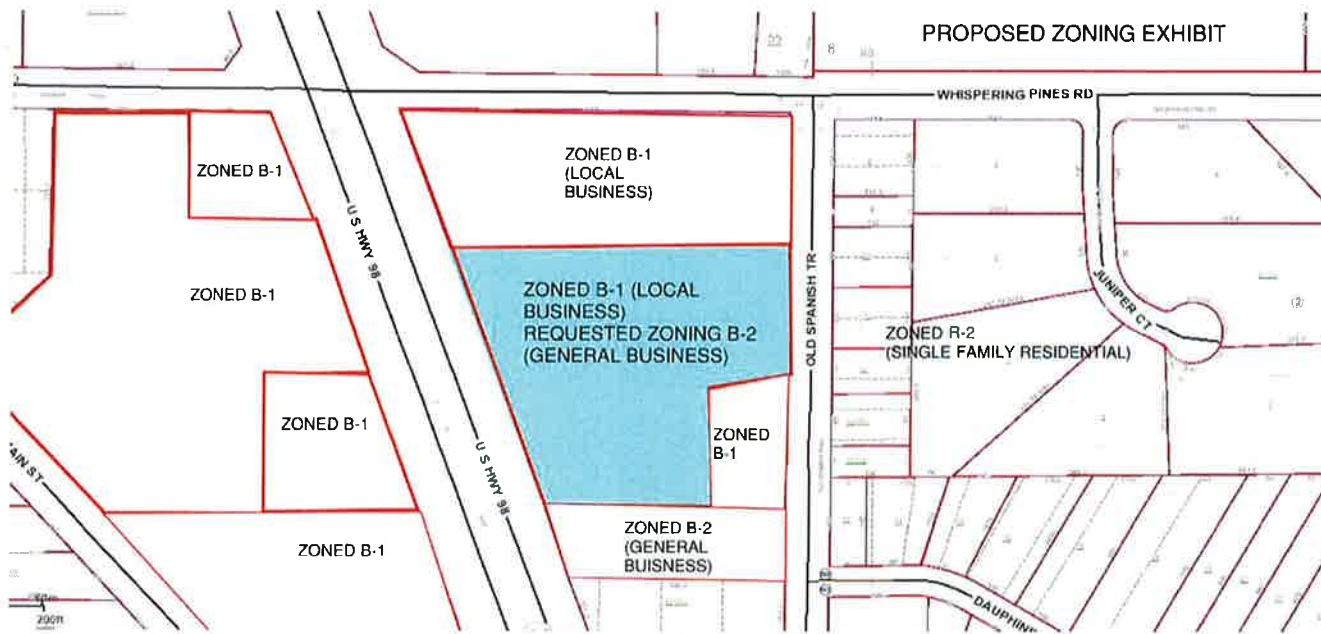


Proposed U-Haul of Daphne AL-SEC of US Highway 98 and Whispering Pines Rd,
Daphne AL

Request : Rezone to B-2 for proposed use of self-storage, truck and trailer share
and related retail

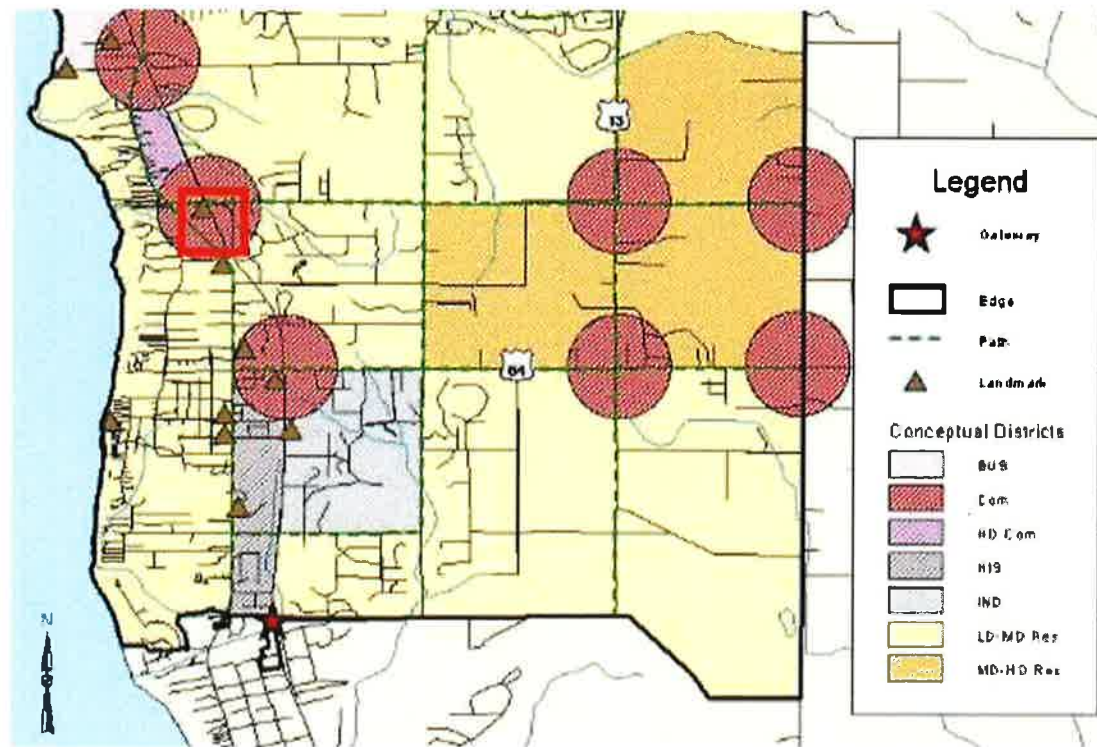
MOVING & STORAGE OF DAPHNE
Hwy 98 & Whispering Pines

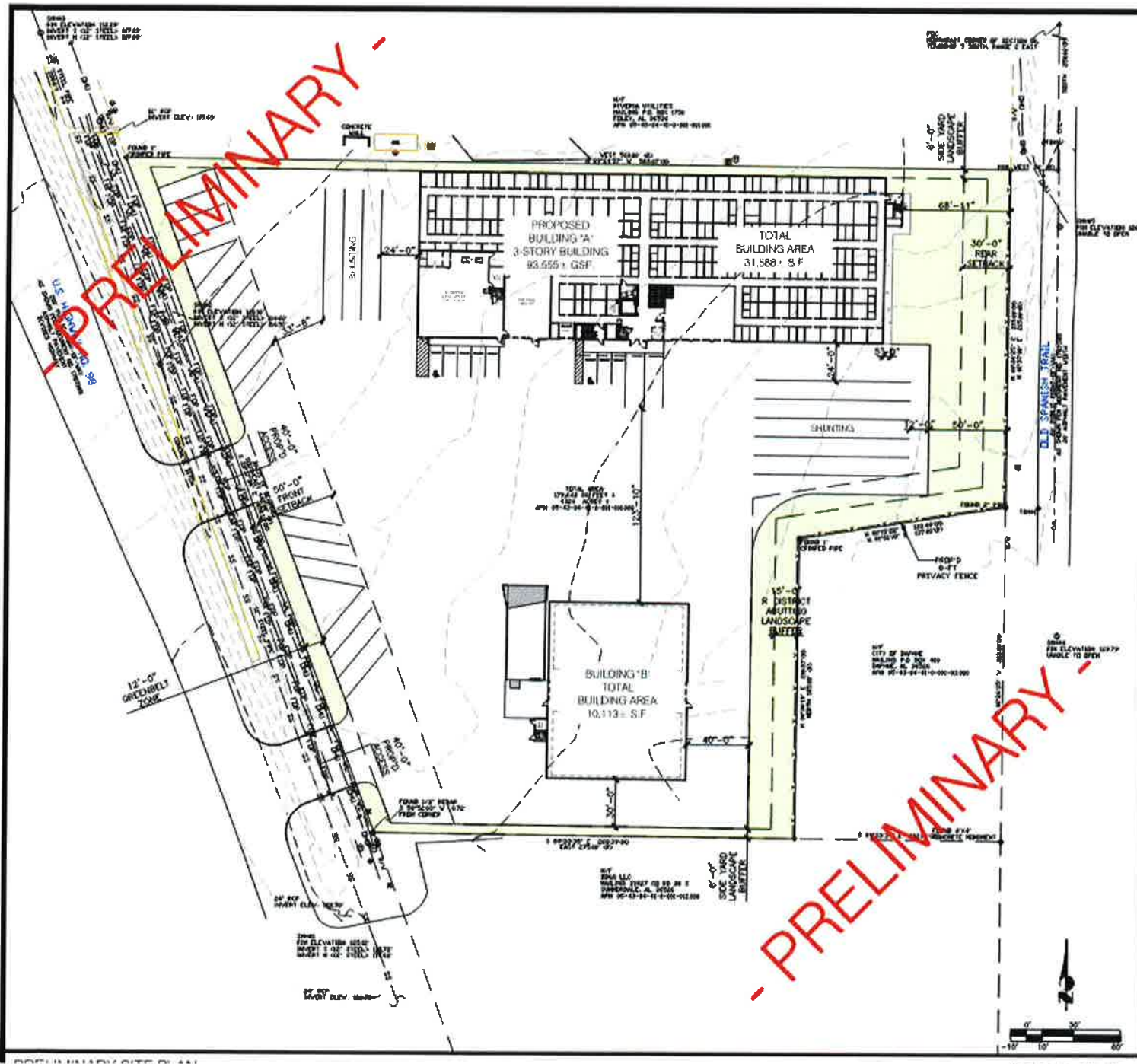




Proposed zoning B-2-compatible with surrounding zoning and land uses

Intersection of US 98 and Whispering Pines Road is planned for Commercial District – per City's Comprehensive plan.





SITE AERIAL

SCALE N.T.S.

GENERAL NOTES

- 1. Project Name: Project #10000
- 2. Project Location: 10000 Highway 100, Suite 100, Dallas, TX 75243
- 3. Project Owner: City of Dallas
- 4. Project Manager: City of Dallas, Department of Transportation
- 5. Project Engineer: City of Dallas, Department of Transportation
- 6. Project Date: 10/1/2010
- 7. Project Status: Preliminary
- 8. Project Description: This project is a preliminary site plan for a proposed building complex. The plan shows two main buildings: 'PROPOSED BUILDING A' (3-story, 93,555 GSF) and 'BUILDING B' (10,113 S.F.). It also shows a 'TOTAL BUILDING AREA' of 31,588 S.F. and a 'TOTAL AREA' of 10,113 S.F. The plan includes various setbacks, easements, and property lines.
- 9. Project Location: 10000 Highway 100, Suite 100, Dallas, TX 75243
- 10. Project Owner: City of Dallas
- 11. Project Manager: City of Dallas, Department of Transportation
- 12. Project Engineer: City of Dallas, Department of Transportation
- 13. Project Date: 10/1/2010
- 14. Project Status: Preliminary
- 15. Project Description: This project is a preliminary site plan for a proposed building complex. The plan shows two main buildings: 'PROPOSED BUILDING A' (3-story, 93,555 GSF) and 'BUILDING B' (10,113 S.F.). It also shows a 'TOTAL BUILDING AREA' of 31,588 S.F. and a 'TOTAL AREA' of 10,113 S.F. The plan includes various setbacks, easements, and property lines.

PROPOSED MIX											
VEGETATION SPEC	INTERIOR								EXTERIOR TOTAL		
	AREA	PERCENT	PERCENT	AREA	PERCENT	PERCENT	PERCENT	AREA	PERCENT	PERCENT	
1000	100	100	100	100	100	100	100	100	100	100	
1001	100	100	100	100	100	100	100	100	100	100	
1002	100	100	100	100	100	100	100	100	100	100	
1003	100	100	100	100	100	100	100	100	100	100	
1004	100	100	100	100	100	100	100	100	100	100	
1005	100	100	100	100	100	100	100	100	100	100	
1006	100	100	100	100	100	100	100	100	100	100	
1007	100	100	100	100	100	100	100	100	100	100	
1008	100	100	100	100	100	100	100	100	100	100	
1009	100	100	100	100	100	100	100	100	100	100	
1010	100	100	100	100	100	100	100	100	100	100	
TOTAL	100	100	100	100	100	100	100	100	100	100	

MOVING & STORAGE OF DAPHNE
Hwy 98 & Whispering Pines





View A from Old Spanish Trail



View B from Old Spanish Trail



View C from Old Spanish Trail

As [members of the planning commission / city council], you represent all of the people who have an interest in this zoning request. That includes the people who are here tonight and those who are not. The latter group is much larger than the group here tonight because it includes all the residents of Daphne and many residents of Baldwin County. Here's why.

A vote against this zoning request is a vote to lower the property taxes on this land. If this request is denied, the assessed value of the land, and thus the taxes, will in all likelihood go down.

More than that, a vote against this zoning request is also a vote against increasing those property taxes, not only on the land, but also on the improvements that that U-Haul plans to build. That No vote will be detrimental to Daphne and to every other taxing authority in the county, including the schools.

It's not just property taxes that will be affected. A vote for this zoning request is a vote for additional sales tax revenue that will

come from operation of the U-Haul facility. I don't know how much those taxes will be if the request is approved, but I do know how much those taxes will be if the request is denied --- ZERO. There will be no additional funds for the street department, the police department, the parks and recreation department, or any other City department. Speaking of parks and recreation, some of you may not know that W.O. Lott Park is built on land deeded to the City of Daphne by the Lott family.

A vote for this zoning request is also a vote for additional jobs in the city. U-Haul is a national company that plans to build a quality facility; one that will be a good citizen of Daphne and a good neighbor in the community. As I understand it, U-Haul plans to have a 50-foot setback off Old Spanish Trail and has agreed that Old Spanish Trail will not be used for ingress to or egress from its property. This means no added traffic for the neighborhood. [Are there any plans to keep some of the trees on the setback? That would provide a visual and sound barrier for the neighborhood.]

U-HAUL OF DAPHNE AL
ZONING AMENDMENT

SOUTHEAST CORNER OF
INTERSECTION OF US HWY 98 AND WHISPERING PINES RD

EXHIBIT "A"

STATE OF ALABAMA

COUNTY OF BALDWIN

DESCRIPTION OF PROPERTY TO BE REZONED FROM (B-1), LOCAL BUSINESS, TO (B-2) GENERAL BUSINESS

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF BALDWIN, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 250 FEET SOUTH AND 30 FEET WEST OF THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 2 EAST; THENCE RUN WEST 560 FEET TO A POINT ON THE EAST MARGIN OF U.S. HIGHWAY 98; THENCE RUN SOUTHEAST 442 FEET ALONGSIDE THE EAST MARGIN OF U.S. HIGHWAY 98 TO A POINT THEREON; THENCE RUN EAST 275 FEET TO A POINT; THEN RUN NORTH 185 FEET TO A POINT; THENCE RUN NORTH 81° EAST 137 FEET TO THE WEST LINE OF OLD SPANISH TRAIL ROAD; THENCE RUN NORTH 1°37' EAST 215 FEET TO THE POINT OF BEGINNING. THE LAND DESCRIBED ABOVE AND SHOWN HEREON IS THE SAME LAND AS DESCRIBED IN TITLE COMMITMENT ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO. NCS-1082963-PHX1, WITH AN EFFECTIVE DATE OF AUGUST 16, 2021 AT 12:00 AM.

COMMUNITY DEVELOPMENT



January 28, 2022

Great Magnolia Properties, LLC & The Stanard Family Partnership
Walter Pettey III & Beverly Bradley
5 Binefar Lane
Hot Springs Village, AR 71909

Subject: Zoning Amendment Application Status #ZA22-01

Dear Great Magnolia Properties, LLC,

On January 27, 2022, the Daphne Planning Commission set forth a favorable recommendation to the City Council to rezone the subject property B-2, General Business, with a condition regarding recording a conservation easement along Old Spanish Trail.

Documentation of this recommendation will be sent to the City Clerk for further processing.

If you have any questions, feel free to contact me.

Sincerely,

Adrienne D. Jones, AICP
Community Development Director & Zoning Administrator

cc: Candace G. Antinarella, City Clerk
Chad Rome, U-Haul Company of Southern Alabama – Email
File

**March 21, 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; Jay Ross, City Attorney; Mayor LeJeune (arrived at 6:05pm); Chief David Carpenter, Police; Troy Strunk, City Development; Chief LeAnn Tacon, Fire; Ronnie Huskey, Public Works; Kelli Reid, Finance; Josh Newman, City Engineer; Tim White, Environmental; Vickie Hinman, Human Resources; Ange Baggett, Marketing; Tonja Young, Library; Adrienne Jones, Planning; Charlie McDavid, Recreation; and Jessica Linne, Assistant City Clerk.

INVOCATION/PLEDGE OF ALLEGIANCE

Invocation was given by Pastor Joe Howell, Jubilee Baptist Church.

3. APPROVAL OF MINUTES:

The minutes from the March 7, 2022 regular meeting were approved.

4. REPORT OF STANDING COMMITTEES:

A. FINANCE COMMITTEE

Councilwoman Conaway said the Committee met earlier and the report from the meeting will be in the next Council packet.

B. BUILDINGS & PROPERTY COMMITTEE

Councilwoman Phillips said the minutes from the February meeting are in the packet and the next meeting is April 11th at 5:15pm.

C. PUBLIC SAFETY COMMITTEE

Councilman Hughes said 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 minutes from the February meeting are in the packet and the next meeting is April 4th at 5:15pm.

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS:

A. Board of Zoning Adjustments

Adrienne Jones said there was no meeting so there was no report.

B. Downtown Redevelopment Authority

Councilwoman Conaway said the next meeting is April 21st at 5:30pm. Councilman Scott asked about the entrance sign for the City of Daphne.

C. Industrial Development Board

Councilman Scott said the next meeting is April 19th at 4:30pm.

**March 21, 2022
CITY COUNCIL MEETING
REGULAR BUSINESS MEETING
1705 MAIN STREET
DAPHNE, AL
6:00 P.M.**

D. Library Board

Councilwoman Phillips said the next meeting is April 14th 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 April 13th at 6:00pm.

G. Utility Board

Councilman Coleman said they have a Work Session this upcoming Friday and the next regular meeting is March 30th at 5:00pm.

6. PUBLIC PARTICIPATION:

Public Participation opened at 6:06pm.

Jewel Lawson, 1001 Johnson Road, spoke on behalf of the Daphmont Community regarding the ABC Application up for adoption that evening. She said the citizens are opposed to the license being given to the convenient store. She spoke of accidents and concerns with that store/location. She asked Council to deny the ABC License request.

Ed Thomas, Daphmont Community, said he doesn't want alcohol or wine in the neighborhood. He said there are a lot of older people and children in that neighborhood.

Maurice Horsey, 25820 Randall Woods Drive, said as the past president of Ruff Wilson Youth Organization, he is concerned about the location of the potential alcohol sales.

Curt Fonger, 1443 Randall Avenue, said he tried attending the Recreation Board meeting but the doors were locked. He commended Councilman Olen that he didn't try taking special privileges at Arbor Day but waited like other citizens.

City Clerk read Anthony Sampson's letter opposing the ABC License Application.

Public Participation closed at 6:22pm.

7. MAYOR'S REPORT:

Mayor LeJeune thanked all the citizens from Daphmont for coming to voice their concerns. He said the City received the Rebuild Alabama Act Grant. He commended Public Works and Recreation Staff for their work on Arbor Day and the SEEDS run. He said he recently met with the Leader in Me Program at Daphne Elementary.

8. CITY ATTORNEY REPORT:

City Attorney said there was no report. He updated the Council on the USAA lawsuit settlement.

9. DEPARTMENT HEAD COMMENTS:

Chief Carpenter, Police, reminded everyone of Special Olympics coming up Thursday and Friday. Councilman Scott asked Chief his opinion concerning the ABC License Application. Chief Carpenter said the Variety Store has been a problem for many years. City Attorney asked Chief Carpenter if it was his recommendation that the

**March 21, 2022
CITY COUNCIL MEETING
REGULAR BUSINESS MEETING
1705 MAIN STREET
DAPHNE, AL
6:00 P.M.**

City Council, based on what they have heard this evening, not approve the ABC License Application. Chief Carpenter said yes.

Chief Tacon, Fire, shared about the recent class held for the Fire College at the Fire Training Facility. She said she attended the recent job fair.

Ange Baggett, Marketing, said they will begin receiving reports from hotels concerning bookings. She said the Civic Center and City Events are busy; she reminded everyone of the upcoming April 9th Easter Egg Hunt at 9:00am and said they are also working on a Discover Daphne Brochure.

Tonja Young, Library, shared the History Series continues at the Library.

Vickie Hinman, Human Resources, said employees are completing their compliance training and there is a new online software for employee performance.

Charlie McDavid, Recreation, said it was a busy past weekend with tournaments and flag football has kicked off.

Adrienne Jones, Planning, said it was Planning Week in the City of Daphne and encouraged everyone to attend Envision Daphne. Bob Barber gave a report on the day's events so far.

Troy Strunk, City Development, gave an update on the splash pad and reiterated how it was a huge accomplishment that the city received the Rebuild Alabama Grant.

Kelli Reid, Finance, shared the City's Annual Financial Report is online.

10. CITY CLERK'S REPORT:

**MOTION by Councilman Scott to deny, based upon staff recommendation and community input, 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. Seconded by Councilwoman Phillips. Councilman Olen said he observed the location of the store seeking a license and said the entire area is residential. He said the applicant has multiple charges though not stated in the application.
MOTION CARRIED UNANIMOUSLY.**

11. RESOLUTIONS & ORDINANCES:

A. RESOLUTIONS:

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

**MOTION by Councilwoman Conaway to waive the reading of Resolution 2022-10. Seconded by Councilwoman Phillips.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilwoman Conaway to adopt Resolution 2022-10. Seconded by Councilwoman Phillips.
MOTION CARRIED UNANIMOUSLY.**

**March 21, 2022
CITY COUNCIL MEETING
REGULAR BUSINESS MEETING
1705 MAIN STREET
DAPHNE, AL
6:00 P.M.**

ORDINANCES:

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

**MOTION by Councilwoman Phillips to waive the reading of Ordinances 2022-17, 2022-18 and 2022-20.
Seconded by Councilman Hughes.**

MOTION CARRIED UNANIMOUSLY.

**MOTION by Councilwoman Phillips to adopt Ordinance 2022-17. Seconded by Councilman Goodlin.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilwoman Conaway to adopt Ordinance 2022-18. Seconded by Councilman Hughes.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilwoman Phillips to adopt Ordinance 2022-20. Seconded by Councilwoman
Conaway.**

MOTION CARRIED UNANIMOUSLY.

C. 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:

Councilwoman Conaway thanked Daphmont citizens for coming out. She reminded everyone the Education Advisory Committee will be Monday at 11:00am.

Councilman Olen complimented City Staff on Arbor Day. He said he had a friend's daughter compete in the recent tennis tournament and said his friend complimented the City.

Councilman Goodlin echoed comments regarding Arbor Day. He thanked Daphmont residents for coming out.

Councilman Scott thanked Ms. Lawson and the Daphmont community for their representation. He said it's great to see the tennis center always full.

Councilman Hughes thanked Daphmont community for coming out and the City Staff for their work.

**March 21, 2022
CITY COUNCIL MEETING
REGULAR BUSINESS MEETING
1705 MAIN STREET
DAPHNE, AL
6:00 P.M.**

Councilwoman Phillips thanked Daphmont citizens and applauded Ange Baggett and Civic Center staff for their work recently with Spanish Fort prom.

Mayor LeJeune invited people to take the Envision Daphne survey online.

Councilman Coleman thanked Daphmont citizens and shared about the recent Washington, D.C. trip he and other Council members participated in.

13. ADJOURN:

THERE BEING NO FURTHER BUSINESS TO DISCUSS, COUNCIL ADJOURNED AT 6:54 PM.

Respectfully submitted by,

Certification of Presiding Officer,

Candace G. Antinarella, CMC, City Clerk

Joel Coleman, Council President

CITY OF DAPHNE
FINANCE COMMITTEE MINUTES
MARCH 21, 2022
4:30 P.M.

I. CALL TO ORDER/ROLL CALL

The meeting was called to order at 4:30 p.m.

Present were:

Chairperson Mrs. Tommie Conaway
Councilman Mr. Steve Olen
Councilman Mr. Joel Coleman
Councilman Mr. Doug Goodlin

Councilman Mr. Ron Scott
Councilman Mr. Ben Hughes
Councilwoman Mrs. Angie Phillips

Also Present: Mayor Robin LeJeune, Finance Director Mrs. Kelli Reid, Accountant III Mrs. Suzânn Henson, Revenue Officer Julie Koptis, Human Resource Director Mrs. Vickie Hinman, City Clerk Mrs. Candace Antinarella, Executive Director of City Development Troy Strunk, Fire Chief Mrs. LeAnn Tacon, Director of Events and Marketing Mrs. Ange Baggett, Public Works Director Mr. Ronnie Huskey, Police Captain Jud Beedy, City Engineer Josh Newman, Environmental Programs Manager Mr. Tim White, City Attorney Mr. Jay Ross, and Engineer John Peterson, Mott McDonald.

II. PUBLIC PARTICIPATION

A. Daphne Schools Millage Tax

Mrs. Lynn Davis with the Education Advisory Board discussed the Daphne schools millage tax and explained that this is a special 3 millage school tax to be used for the Daphne Public Schools and their feeder pattern for a period of 30 years. Mrs. Conaway discussed the meeting held last Thursday that was attended by herself, Mayor, Mr. Olen, and school board representatives. Mrs. Conaway stated if it is decided to move forward with promoting the 3 millage tax vote that the City will be required to support the tax, run the campaign, and be responsible for the cost of the election. Mrs. Conaway discussed the documents that will be required to be filed by the City Attorney Jay Ross. Mr. Jay Ross discussed the 3 millage tax and noted that the longest timeframe the tax can be in place is 30 years. Mr. Ross also explained what fees would be paid from the City's available monies. Discussion continued on the benefits of doing a 30 year timeframe because it would allow more capital programs and personnel to be maintained for a longer period of time. Mrs. Conaway discussed that a petition would be needed and discussed that process. Mr. Ross stated he would send out a package of information for each Council member to review.

MOTION BY Mr. Olen to make a favorable recommendation to move forward with the special 3 millage school tax for the Daphne Schools and their feeder pattern. Seconded by Mr. Scott.
MOTION CARRIED UNANIMOUSLY

III. APPROVE MINUTES FOR THE PREVIOUS MEETING

The previous minutes were approved.

IV. HUMAN RESOURCES BUSINESS

A. Update on Human Resources Department Activity

Mrs. Vickie Hinman reviewed the Human Resources Report:

- Posted - 2
- Reposted Positions – 9
- Reviewing/Testing/Interviewing/Background check - 11
- Promotion/Internal Transfer - 2
- New Hires – 5

Mrs. Hinman reviewed the monthly Safety Committee meeting topics and discussed other Human Resources projects and events.

- Next Safety Committee Meeting: March 30, 2022

Other HR projects/meetings/events:

- Reviewing revised job descriptions with Department
- Online compliance training on Harassment/Bullying and Drug-Free Workplace
- CPR Training for City Hall employees Feb. 23rd
- Meeting with Public Works regarding CDL Trainer-Mar. 14

- Go-Live with Perform April 1st (evaluation platform)
- Eastern Shore Career Fair 03/15/2022
- Retiree Balance Notifications

Mrs. Hinman noted that the new HR intern has been hired and his name is Isaac Collier.

V. BUSINESS LICENSE REPORT

A. Report: New Business Licenses – February, 2022

Mrs. Reid reviewed the following reports and information:

- Code enforcement issued 1 warnings resulting in businesses becoming compliant and \$120 in revenue.
- New Businesses with a physical location in Daphne - 21
- Simplified Sellers Use Tax collections - \$176,416.34 and YTD collections - \$56,269.14.

BUSINESS LICENSE COUNT through 2/28/2022	
NEW Licenses	54
RENEWAL Licenses (2022)	1424
Total Issued THIS MONTH	1478
Total Issued THIS MONTH - PREVIOUS YEAR	1688
Net Gain/-Loss Current VS Previous Yr MONTH	-210
Total Issued YTD 2022	3,186
Total Issued YTD - PREVIOUS YEAR	3,336
Net Gain/-Loss Current VS Previous Yr YTD	-150

Business License Fee Historical Comparison 2021 / 2022				
	FY 21	FY 22	+/- Previous Year	Budget 2022 \$2,545,000
October	\$13,897.75	\$7,131.66	(\$6,766.09)	(\$2,537,868.34)
November	\$8,573.66	\$4,092.86	(\$4,480.80)	(\$2,533,775.48)
December	\$38,677.07	\$13,273.04	(\$25,404.03)	(\$2,520,502.44)
January	\$1,084,222.56	\$1,186,552.24	\$102,329.68	(\$1,333,950.20)
February	\$1,174,301.94	\$1,131,305.82	(\$42,996.12)	(\$202,644.38)
Year to Date	\$2,707,892.57	\$2,342,355.62	(\$365,536.95)	(\$202,644.38)
All amounts include penalty and interest.				

VI. SALES & LODGING TAX REPORT

A. Sales and Use Taxes: January, 2022

Mrs. Henson reviewed the Sales & Use Tax Reports: \$2,093,319.95 was collected for January, 2022 which was up \$251,927.32 from January 2021's collections:

- YTD Variance over Budget - \$1,654,557.36

B. Lodging Tax Collections, January, 2022

Mrs. Henson reviewed the Lodging Tax Collections Report and noted the collections for January, 2022 were \$90,000.15 which is up \$14,180.55 from January 2021's collections.

- YTD Variance over Budget - \$76,453.47

C. Lodging Tax Fund : Statement of Revenues over Expenses, February, 2022

Mrs. Henson reviewed the Lodging Tax Statement of Revenues over Expenditure report for February, 2022.

- Unreserved balance for Bayfront related purchases - \$2,861,984.62
- Recreation for related purchases - \$923,039.30

VII. FINANCIAL SCHEDULES & REPORTS

A. Financial Reports

1. Treasurer's Report: February, 2022

Mrs. Reid reviewed the Treasurer's Report:

TREASURER'S REPORT As of February 28, 2022					
Account Type/Title	2/28/2022	1/31/2022	Increase (Decrease) from last Month	2/28/2021	Increase (Decrease) from Last Year
GENERAL FUND & ENTERPRISE FUNDS	\$ 17,838,113	\$ 14,669,585	\$ 3,168,528	\$ 15,162,121	\$ 2,675,992
INVESTMENT FUND	10,829,634	10,879,660	(50,027)	5,845,100	\$ 4,984,534
CREDIT CARD ACCOUNT	109,749	172,255	(62,507)	97,291	\$ 12,458
Total Unrestricted Cash Balance	28,777,495	25,721,501	3,055,995	21,104,512	7,672,983
SPECIAL REVENUE FUNDS					
4 CENT GAS TAX	171,282	166,435	4,847	210,704	(39,422)
7 CENT GAS TAX	179,732	209,345	(29,614)	201,081	(21,349)
10 CENT GAS TAX	134,199	317,514	(183,315)	161,722	(27,523)
TREE & FLOWER	22,660	22,660	-	23,926	(1,266)
COVID RELIEF FUND	1,482,002	1,482,002	-	-	1,482,002
ANIMAL SHELTER FUND	1,088,730	1,088,730	-	-	1,088,730
FEDERAL DRUG FORFEITURES	161,771	169,271	(7,500)	187,921	(26,150)
LOCAL DRUG FORFEITURES	75,915	75,915	-	58,304	17,611
LIBRARY	29,286	28,066	1,221	52,213	(22,927)
COURT TRAINING & EQUIPMENT	45,042	45,189	(148)	41,337	3,705
COURT CORRECTION	505,290	508,752	(3,462)	383,959	121,331
LODGING TAX	3,658,637	3,666,553	(7,916)	2,108,649	1,549,988
RENAISSANCE	20,508	-	20,508	22,455	(1,947)
AGENCY FUNDS					
MUNICIPAL COURT	-	-	-	159	(159)
SELF INSURANCE	240,295	233,052	7,243	223,452	16,843
FLEX SPENDING	20,882	22,403	(1,521)	9,514	11,368
OPEB TRUST INVESTMENT FUND	1,024,431	1,042,823	(18,392)	795,350	229,081
	8,860,661	9,078,709	(218,048)	4,480,746	4,379,916
CAPITAL PROJECT FUNDS					
CAPITAL RESERVE	4,755,269	4,946,748	(191,479)	3,525,083	1,230,186
	4,755,269	4,946,748	(191,479)	3,525,083	1,230,186
DEBT SERVICE FUNDS					
DEBT SERVICE	547,427	598,891	(51,464)	558,011	(10,584)
Total Restricted Cash Balance	14,163,358	14,624,348	(460,990)	8,563,840	5,599,518
Total City Cash Balance	\$ 42,940,853	\$ 40,345,849	\$ 2,595,004	\$ 29,668,352	\$ 13,272,501
Encumbrance Total as of			2/28/2022	\$ 1,044,105.00	

Mrs. Reid noted that ad valorem tax and business license revenues contributed to the increase in the General Fund bank accounts. Mrs. Reid noted she is sending out the banking services RFP next week.

The Treasurer's Report as of February, 2022 Total Unrestricted Cash Balance \$ 28,777,495 and Total City Cash Balance - \$42,940,853 was presented to be filed for audit.

2. Encumbrance Report

- Encumbrance balance - \$1,044,105 as of February, 2022.

Mrs. Reid reviewed the Encumbrance Report and noted there were several large expenditures in March that would bring these balances down.

3. Outstanding Appropriations

Mrs. Reid reviewed the outstanding appropriations report.

4. Financial Overview: Debt Summaries & Monthly Financial Statements, January, 2022

Mrs. Reid reviewed the following Financial Statements:

- Debt Summary Schedules (General & Enterprise Funds), February, 2022

Monthly Financial Statements – January 2022 Financial Highlights

General Fund:

	<u>FY 2022</u>	<u>FY 2021</u>	<u>Change</u>
• YTD Budgetary Net Income:	\$3,825,011	\$4,821,698	\$<996,687>
• Total sales tax collected year to date is approximately \$1,654,000 over budgeted income and \$1,126,000 over prior year to date income			
• The annual workers compensation bill in the amount of \$226,491 was paid in January. This was a decrease of approximately \$40,000 from the prior year			
• The Daphne High School artificial turf funds allocation in the amount of \$575,000 was returned by the Baldwin County School Board and is being held in Accounts Payable			
• Unassigned Fund Balance: \$26,105,235			
• Outstanding Encumbrances: \$1,128,644			

Debt Service Fund/Outstanding Debt:

- Outstanding Warrant Balance as of January 31, 2022: \$28,690,000
- Outstanding Capital Lease Balance as of January 31, 2022:
 - General Fund: \$994,466
 - Enterprise Fund: \$1,169,525

Capital Project Funds (Capital Reserve):

- Road Repaving Expenditures YTD: \$382,857

Special Revenue Funds (13 separate funds):

- Lodging Tax Fund –
 - Bayfront Unreserved Fund Balance: \$2,869,800
 - Recreation Unreserved Fund Balance: \$921,173
 - Total lodging tax collected was \$76,500 over budgeted income and \$37,400 over prior year to date income.

Enterprise Funds (Solid Waste and Civic Center):

- Year to date transfers for each of the enterprise funds were as follows:

	<u>FY 2022</u>	<u>FY 2021</u>	<u>Change</u>
Solid Waste Fund	\$ 41,726	\$ -0-	\$ 41,726
Civic Center Fund	\$ 76,963	\$ 3,121	\$ 73,842

5. Unfunded Future Projects Expenditure Summary

Mrs. Reid reviewed the Unfunded Future Projects Expenditure Summary. Mrs. Reid noted the Bayfront Streetscape and Parking Improvements project will open this week.

6. Summary of Budgetary Amendments

Mrs. Reid reviewed the General Fund budgetary amendments made to the FY2022 Budget.

- Total Appropriations Year to Date – (\$2,987,785)
- Adjusted Expenses over Revenue – (\$2,984,641)

B. Bills Paid Reports – February, 2022

The Bills Paid Report was previously presented electronically.

VIII. BIDS (Resolution)

A. 2022-G-Fourth of July Fireworks Presentation

Mrs. Reid noted that this is the first year the City has bid out the Fourth of July Fireworks Presentation since the budget for the presentation has increased this year. Only one bid was received from Pyro Productions Inc, previously J & M Display, which is the company that the City has contracted with for the firework presentations. Mr. Goodlin asked what additional fireworks would be included for the additional cost. Mrs. Henson reviewed the number of additional shells and shell sizes that would be used with the presentation. Discussion continued that this year music would be added to the presentation.

MOTION BY Mrs. Phillips to recommend to Council to award the 2022-G-Fourth of July Fireworks Presentation bid to Pyro Productions Inc. in the amount of \$30,000 as bid. Seconded by Mr. Scott.
MOTION CARRIED UNANIMOUSLY

B. 2022-K-Pine Straw

The bid minutes were included in the packet along with the recommendation letter from the Public Works Director Ronnie Huskey to award the bid to Siteone Landscape Supply.

MOTION BY Mr. Scott to recommend to Council to award the 2022-K-Pine Straw bid to Siteone Landscape Supply for unit cost bid. Seconded by Mrs. Phillips.
MOTION CARRIED UNANIMOUSLY

IX. APPROPRIATION REQUESTS: (Ordinance)

A. ATRIP-II US HWY 90 Widening Project: Preliminary Engineering-\$256,300

Mrs. Reid reviewed the project and noted that an appropriation in the amount of \$256,300 is needed for preliminary engineering fees for the ATRIP-II US HWY 90 Widening Project. Mrs. Reid noted she recommends the monies come out of the General Fund and be transferred to the Capital Reserve Fund. Discussion continued that this project will be handled by ALDOT. Mr. Josh Newman discussed the section of Highway 90 that will be widened. Mr. Newman noted that Mott McDonald will be providing the engineering services for this project. Discussion continued on Mott McDonald providing the services and Mr. Strunk explained what services they would provide.

MOTION BY Mr. Phillips to recommend to Council to adopt the Ordinance amending the budget to appropriate \$256,300 out of the General Fund and transfer to the Capital Reserve Fund for preliminary engineering fees for the ATRIP-II US HWY 90 Widening Project. Seconded by Mr. Olen.
MOTION CARRIED UNANIMOUSLY

B. Police Vehicle Purchase for FY2023

Mrs. Reid reviewed the order restrictions and delivery issues for the anticipated FY2023 Police Vehicle purchases. Captain Jud Beedy noted the dealers are opening for vehicles orders in April 2022 and if the City does not place an order for the six (6) vehicles they will not be available. Discussion continued on appropriating the monies in FY2022 to be able to place the order and encumbering the funds for FY2023.

MOTION BY Mrs. Phillips to recommend to Council to adopt an ordinance appropriating \$235,000 to order the Chevy Tahoes in April 2022 for the 2023 Fiscal Year vehicles due to ordering requirements and to encumber the monies in FY2023. Seconded by Mr. Scott.
MOTION CARRIED UNANIMOUSLY

X. NEW BUSINESS

A. FY2022 Police Vehicles-6 Chevy Tahoes - Lease Proposals

Mrs. Reid discussed the financing proposals received for the six Chevy Tahoes for the Police department. Mrs. Reid recommended the City select Community Bank's loan option with an interest rate of 1.99%. Discussion continued that this is a loan agreement and not a lease purchase. Mr. Ross stated he was reviewing the loan agreement.

MOTION BY Mr. Olen to recommend to Council to authorize the Mayor to enter into an agreement with Community Bank for loan (promissory note) with an interest rate of 1.99% for the purchase of the six (6) Chevy Tahoes for the Police department pending the review of the loan agreement by the City attorney. Seconded by Mr. Goodlin.
MOTION CARRIED UNANIMOUSLY

B. C Spire Franchise Agreement

Mrs. Reid discussed that an ordinance is included in the packet which grants a non-exclusive authorization to Telepak Networks, Inc and its affiliates d/b/a C Spire for the purpose of construction and maintaining a fiber-optic transmission line within certain public rights-of way within the city of Daphne, AL for the provision of Broadband services. Discussion continued on the agreement.

MOTION BY Mrs. Phillips to recommend to Council to adopt an ordinance granting a non-exclusive authorization to Telepak Networks, Inc and its affiliates d/b/a C Spire for the purpose of construction and maintaining a fiber-optic transmission line within certain public rights-of way within the city of Daphne, AL for the provision of Broadband services. Seconded by Mr. Goodlin.

MOTION CARRIED UNANIMOUSLY

C. Gaskin/Valrie/Brown Road Resurfacing

Mayor LeJeune discussed the rating for roads for Gaskin, Valrie, and Brown roads and noted that these roads would be evaluated and paved separately from the annual road paving project. Mr. Huskey noted that all of these roads are rated a 7 out of 10 with 1 being the worst and 10 being the best condition. Mr. Goodlin noted that these roads are different and would not be paved at the same code levels that other City roads were paved since the City does not have Right of Way access for these roads. Mr. Goodlin asked if any of the City roads needing paving are rated below these roads. Mr. Huskey noted there are other roads in the City that are 5 and below. Discussion continued on the City obtaining ROW access for these roads. Mr. Ross and Mr. Strunk discussed reaching out to the property owners to follow up on getting ROW access. The Mayor asked that a list be passed around for the property owners present at the meeting to list their contract information and address.

XI. OLD BUSINESS

There was no old business discussed.

XII. ADJOURN The meeting adjourned at 5:45 p.m.

**COMMUNITY DEVELOPMENT
INTERNAL MEMORANDUM**



DATE: March 25, 2022
TO: Office of the City Clerk
FROM: Adrienne Jones, AICP, Director of Community Development
SUBJECT: Planning Commission Minutes and Report

A handwritten signature in blue ink, likely belonging to Adrienne Jones, the Director of Community Development.

Attached please find a copy of the approved minutes for the City of Daphne Planning Commission regular meeting of February 24, 2022 and the report of the regular meeting of March 24, 2022 for placement on the April 4, 2022 City Council agenda for review.

Should you have any questions or comments in this regard, please do not hesitate to call.

ADJ/jv

**The City of Daphne
Planning Commission Minutes
Regular Meeting of February 24, 2022
Council Chamber, City Hall - 5:00 P.M.**

Call to Order:

Chairwoman called the regular meeting of the City of Daphne Planning Commission to order at 5:04 p.m. The number of members present constitutes a quorum.

Call of Roll:

Members Present:

Mayor Robin LeJeune
Ronnie Huskey
Marybeth Bergin, Chairwoman
Kevin Spriggs
Steve Olen
Andrew Prescott, Vice Chairman

Staff Present:

Adrienne Jones, AICP, Director of Community Development
Jan Vallecillo, Planning Coordinator
Patrick Dungan, Attorney
Troy Strunk, Executive Director, City Development
Tim White, Environmental Programs Manager

The first order of business is the approval of the minutes.

Chairwoman asked for questions, comments or corrections to the minutes ***of the regular meeting of January 27, 2022. There being none, minutes are approved as submitted.***

The next order of business is site plan review for the Noble at Daphne.

An introductory presentation was given by Jason Wooten of Wooten Engineering requesting site plan review of an apartment complex with associated parking, drainage, and landscaping located southwest of the intersection of County Road 13 and U. S. Highway 90. He advised that the sidewalk and a boardwalk was placed on County Road 13 because of the steep slope. Mr. Wooten advised that he has addressed all comments noted at the Site Preview Meeting.

Chairwoman asked for Commission questions or comments and advised of staff deficiencies.

Ms. Jones requested the submission of a revised site plan and landscape plan and recommended approval conditioned upon review of the revised engineering drawings by the City Engineer.

Chairwoman asked for Commission questions or comments and a motion.

A **Motion** was made by Mr. Prescott **Seconded** by Mr. Husky **to approve the Noble at Daphne site plan with a contingency as follows: final review and approval of revised engineering drawings by the City Engineer. There was no discussion on the motion. The Motion carried unanimously.**

**The City of Daphne
Planning Commission Minutes
Regular Meeting of February 24, 2022
Council Chamber, City Hall - 5:00 P.M.**

The next order of business is final plat review for Saint Augustine, Subdivision, Phase Four.

An introductory presentation was given by Al Finley of Dewberry requesting final plat review of Saint Augustine, Subdivision, Phase Four located northeast of County Road 64 on Rigsby Road. He stated that the outstanding deficiencies are approximately ninety percent complete.

Chairwoman advised of staff deficiencies and asked Environmental Programs Manager to comment. Mr. White responded a re-inspection has not been conducted, but that his concerns were address by the City Engineer.

Chairwoman noted this subdivision is in Baldwin County and would also require their approval.

Chairwoman asked for Commission questions or comments and a motion.

A Motion was made by Mr. Prescott and **Seconded** by Mr. Huskey **to approve Saint Augustine, Subdivision, Phase Four final subdivision plat as presented. There was no discussion on the motion. The Motion carried unanimously.**

Chairwoman stated the applicant seeking Planning Commission approval of a CEFCO convenience store/gas station has asked that the request to be tabled until the regular meeting of March 24, 2022.

The next order of business is a preliminary plat review of Jubilee Farms Subdivision, Phase Twelve.

An introductory presentation was given by Al Finley of Dewberry requesting preliminary plat review of a seventy-four lot subdivision consisting of approximately thirty-six point nine-seven acres located southeast of Alabama Highway 181 and Secretariat Boulevard. He stated this phase is east of and adjacent to Jubilee Farms Subdivision, Phase Ten and that plan revisions to add traffic calming were provided.

Chairwoman asked about access to driveways with the traffic calming in the middle of the intersection. Newman Bailey responded there is minimal slope for access on the side.

Chairwoman asked for Commission questions or comments. She opened the floor to public participation. No one came forth. She closed public participation and asked for a motion.

A Motion was made by Mr. Prescott and **Seconded** by Mr. Olen **to approve Jubilee Farms Subdivision, Phase Twelve preliminary plat. There was no discussion on the motion. The Motion carried unanimously.**

The next order of business is a request for modification to the buffer requirement for Lot 113 and preliminary plat review of the Reserve at Daphne Subdivision, Phase Two.

**The City of Daphne
Planning Commission Minutes
Regular Meeting of February 24, 2022
Council Chamber, City Hall - 5:00 P.M.**

An introductory presentation was given by Andy Bobe of Dewberry requesting preliminary plat review of a one hundred thirty-four lot subdivision consisting of approximately seventy-one point three-one acres located north of the intersection of County Road 64 and Montelucia Way.

Mr. Bobe stated that the Reserve of Daphne consists of five phases and provides access to the Reserve of Daphne, Phase One and County Road 64 and advised that the modification to the buffer requirement has been amended to request a waiver only for Lot 113 because Lot 204 was relocated.

Mr. Olen asked if the waiver is temporary and is necessary during construction for the installation of the drainage pipe. Mr. White stated the request complies with the ADEM twenty-five foot rule regarding the disturbance of the wetland buffer area. Mr. Bobe responded a waiver request is required because of the off cast from the installation of the stormwater drainage pipe and noted that the waiver request is only for this phase.

Ms. Jones advised that the Reserve at Daphne has been annexed into the city.

Chairwoman opened the floor to public participation. No one came forth. She closed public participation and asked for a motion on the associated applications.

A Motion was made by Mr. Prescott and **Seconded** by Mr. Husky **to approve the request for a temporary wetland buffer encroachment for pipe installation and restoration on/adjacent to Lot 113 contingent upon providing the appropriate BMPs. There was no discussion on the motion. The Motion carried unanimously.**

A Motion was made by Mr. Prescott and **Seconded** by Mr. Husky **to approve the Reserve at Daphne Subdivision, Phase Two preliminary plat. There was no discussion on the motion. The Motion carried unanimously.**

The next order of business is preliminary plat review for the Reserve at Daphne Subdivision, Phase Three.

An introductory presentation was given by Al Finley of Dewberry requesting preliminary plat view of an eighty-eight lot subdivision consisting of approximately thirty-six point three-nine acres located north of the intersection of County Road 64 and Montelucia Way. He stated plan revisions to add traffic calming were provided.

Chairwoman opened the floor to public participation. No one came forth. She closed public participation and asked for a motion.

A Motion was made by Mr. Huskey and **Seconded** by Mr. Prescott **to approve the Reserve at Daphne Subdivision, Phase Three preliminary plat. There was no discussion on the motion. The Motion carried unanimously.**

**The City of Daphne
Planning Commission Minutes
Regular Meeting of February 24, 2022
Council Chamber, City Hall - 5:00 P.M.**

The next order of business is master plan review for Hope Vineyard. An introductory presentation was given by Melissa Currie of Dewberry requesting master plan review of Hope Vineyard. She presented an overview of the two hundred and thirty-six, phased mixed lot development with access to County Road 13 and Oldfield Subdivision, existing/proposed detention areas, common area/green space, new stub streets to the north and south, and amenities located east of County Road 13.

Chairwoman asked for Commission questions or comments.

Mr. Olen asked is staff satisfied with the design regarding the stub-outs. Mr. Strunk responded that he was thrilled with the design and the addition of the sidewalk on County Road 13.

A Motion was made by Mr. Prescott and **Seconded** by Mr. Husky **to approve the master plan for Hope Vineyard. There was no discussion on the motion. The Motion carried unanimously.**

The next order of business is a pre-zoning and annexation request for Redbarn, L.L.C.

An introductory presentation was given by Melissa Currie of Dewberry of a request to pre-zone and annex a one hundred and eight point three acre parcel located east of County Road 13 to R-6 (G), Garden or Patio Home.

Chairwoman asked for Commission questions or comments.

Chairman opened the floor to public participation. No one came forth. She closed public participation and asked for a motion on the associated applications.

A Motion was made by Mr. Prescott and **Seconded** by Mr. Husky **to set forth a favorable recommendation to City Council to pre-zone the subject property as R-6(G), Garden/Patio Home. There was no discussion on the motion. The Motion carried unanimously.**

A Motion was made by Mr. Prescott and **Seconded** by Mr. Olen **to set forth a favorable recommendation to City Council to annex the subject property into the Daphne city limits. There was no discussion on the motion. The Motion carried unanimously.**

The next order of business is public participation.

Chairwoman asked for public participation.

None presented.

The next order of business is the attorney's report.

Mr. Dungan stated no report.

The next order of business is commissioner's comments.

**The City of Daphne
Planning Commission Minutes
Regular Meeting of February 24, 2022
Council Chamber, City Hall - 5:00 P.M.**

None presented.

The next order of business is director's comments.

Director presented the upcoming meeting dates. Site Preview is March 16, and the Regular Meeting is March 24, 2022. She advised that the Orion Planning + Design is hosting a Planning Week in March; provided flyers for review. She thanked Mayor LeJeune for his presence at the meeting, and Mr. Prescott for his initiative taken during the meeting.

There being no further business, the meeting was adjourned at 5:35 p.m.

Respectfully submitted by:


Jan Vallecillo, Planning Coordinator

Approved: March 24, 2022


Marybeth Bergin, Chairwoman

**CITY OF DAPHNE
PLANNING COMMISSION AGENDA
REGULAR MEETING OF MARCH 24, 2022
COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.**

Report

1. **CALL TO ORDER:** 5:09 p.m.
2. **CALL OF ROLL:** Marybeth Bergin, Kevin Spriggs, Ronnie Huskey, Steve Olen, Andrew Prescott, Adam Manning, Phillip Hodgson and John Peterson
3. **APPROVAL OF MINUTES:** Review of minutes of the regular meeting of February 24, 2022 (**Approved**)
4. **ADMINISTRATIVE PRESENTATION:**

1. **AP22-01: (Planning Commission approval granted for the use as a convenience store/gas station for the B-2(a) zoned property, contingent upon the completion of all right-of-way improvements as recommended in the applicant's traffic impact analysis)**

Presentation by Jeff Green, Atwell, L.L.C., Senior Project Coordinator, agent for Costorde, L.L.C., requests Planning Commission Approval of a convenience store/gas station to be located at the northeast of the corner of County Road 13 and Lawson Road/Champions Way intersection. The subject property is 3.5+/- acres and zoned B-2(A), General Business Alternate. Said property is under contract between Norris E. Watson (the Seller) and Costorde, L.L.C. (the Purchaser).

5. **NEW BUSINESS:**

A. **SITE PLAN REVIEW:**

1. **File SP22-04: (Tabled by staff until the regular meeting of April 28, 2022)**

Site: Building Addition to Extra Space Storage

Zoning: *B-2, General Business*

Location: Southeast of Walmart Drive and U.S. Highway 98

Area: 3.84 Acres $\pm$

Owner: Storage Advantage, L.L.C. - Scott Armstrong

Developer: Extra Space Storage

Agent: McCrory & Williams - Don Whittington

Engineer: McCrory & Williams - Scott Estes

2. **File SP22-06: (Approved)**

Site: RM&C Office Building

Zoning: *B-2, General Business*

Location: Northwest of County Road 64 and Equity Drive

Area: 0.51 Acres $\pm$

Owner: Restaurant Maintenance & Construction - Richard Bass

Engineer: Engineering Design Group - David Dichiara or Austin Lutz

B. **FINAL PLAT REVIEW:**

1. **File SDF22-02: (Approved)**

Subdivision: French Settlement, Phase 4A

Zoning: *R-3, High Density Single Family Residential and R-6(G), Patio/Garden Home*

Location: South of and adjacent to French Settlement Subdivision; northwest of Parker Lane and County Road 13

Area: 10.6 Acres $\pm$, (25) lots

Owner: 68V French Settlement 2021, L.L.C. - Nathan Cox

Agent: Dewberry - Melissa Currie or Al Finley

Surveyor: Dewberry - Victor Germain

Engineer: Dewberry - Jason Estes

**CITY OF DAPHNE
PLANNING COMMISSION AGENDA
REGULAR MEETING OF MARCH 24, 2022
COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.**

2. File AP22-02:

(Favorable recommendation to City Council conditioned upon receipt of the recorded plat for the subdivision)

Presentation to be given by Melissa Currie or Al Finley, representative of Dewberry, recommending acceptance of all right-of-ways contained within French Settlement, Phase 4A. Said right-of-ways being French Settlement Drive (161 linear feet), Felicity Lane (162 linear feet) and Parlange (142 linear feet).

C. PRELIMINARY/FINAL PLAT REVIEW:

1. File SDPF22-01: (Approved)

Subdivision: Lavender-Baker, Re-plat of Lot 1, Baker Subdivision, Slide 1912A, and a 2-lot subdivision

Zoning: B-2, General Business

Location: Northeast of U. S. Highway 98 and Lavender Lane

Area: 29.63 ± Acres, (3) lots

Owner: City of Daphne and Dayton Hudson Corporation c/o Target Corporation

Agent: City of Daphne - Troy Strunk, Director of City Development

Surveyor: Dewberry - Victor Germain

Engineer: Dewberry - Andy Bobe or Logan Dunn

D. PRE-ZONING AMENDMENT, ANNEXATION, AND ZONING AMENDMENT:

1. File PZA22-03: (Tabled at the request of the applicant until the regular meeting of April 28, 2022)

Applicant: KJC Investments, L.L.C.

Present Zoning: B-1, Professional Business, B-2, Neighborhood Business, and RSF-2, Residential Single Family, Baldwin County District 15, in the Extraterritorial Planning Jurisdiction of Daphne

Proposed Zoning: B-2, General Business

Area: 52.48 Acres ±

Location: Southeast of the intersection of County Road 64 and Friendship Road

Owner: KJC Investments, L.L.C. - Kimberly Cox

Agent: Jade Consulting - Trey Jinright

2. ANX22-03:

(Tabled at the request of the applicant until the regular meeting of April 28, 2022)

A presentation to be given by Trey Jinright, representative of Jade Consulting, requesting annexation of fifty-two point forty-eight acres owned by KJC Investments, L.L.C. located southeast of County Road 64 and Friendship Road. The subject property is currently zoned B-1, Professional Business, B-2, Neighborhood Business, and RSF-2, Residential Single Family, Baldwin County District 15, in the Extraterritorial Planning Jurisdiction of Daphne.

CITY OF DAPHNE
PLANNING COMMISSION AGENDA
REGULAR MEETING OF MARCH 24, 2022
COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.

3. File ZA22-02: (Tabled at the request of the applicant until the regular meeting of April 28, 2022)

Applicant: KJC Investments, L.L.C.

Present Zoning: B-1, Local Business

Proposed Zoning: B-2, General Business

Location: Southeast of the intersection of County Road 64 and Friendship Road

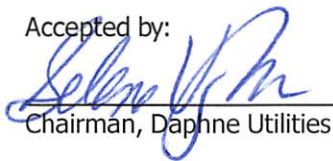
Area: 3.94 Acres ±

Owner: KJC Investments, L.L.C. - Kimberly Cox

Agent: Jade Consulting - Trey Jinright

6. **PUBLIC PARTICIPATION:** None presented
7. **ATTORNEY'S REPORT:** No report
8. **COMMISSIONER'S COMMENTS:** Mr. Olen requested to establish requirements and limitations on a site inspection.
9. **DIRECTOR'S COMMENTS:** Director presented the upcoming meeting dates. Site Preview is April 20, and the Regular Meeting is April 28, 2022. She stated that the Orion Planning + Design has an Envision Daphne presentation tonight at 6 p.m. She advised of the Touch Run in Fairhope on March 25th and Keep Daphne Beautiful Day on April 4th.
10. **ADJOURNMENT:** 5:48 p.m.

Accepted by:


Chairman, Daphne Utilities



APPROVED MINUTES

Utilities Board Meeting

Council Chambers, Daphne City Hall ♦ March 2, (for February) 2022 ♦ 5:00 p.m.

I. Call to Order

The regular February 2022 Board meeting for the Utilities Board of the City of Daphne was held on March 2, 2022, in the Council Chambers at Daphne City Hall and called to order at 5:00 p.m. by Chairwoman Selena Vaughn, followed by the Roll Call:

II. Roll Call

Members Present: Selena Vaughn, Chairwoman
Billy Mayhand, Secretary/Treasurer
Mayor Robin LeJeune, Board Member
Councilman Joel Coleman, Board Member

Members Absent: Tim Patton, Vice Chairman

Others Present: Jerry Speegle – Board Attorney
Scott Polk – General Manager
Bobby Purvis – Operations Manager
Lexus Carlee – Finance Specialist
Teresa Logiotatos – Finance Manager
Lori Wilson – Executive Assistant
Rebecca Williamson – Accounting Assistant

Others Absent: Drew Klumpp – Administrative Services Manager
Samantha Coppels – Communications Manager

III. Pledge of Allegiance

The Chairwoman led the Board and meeting attendees in the Pledge of Allegiance.

IV. Approval of Minutes

A. Utilities Board Meeting Minutes January 26, 2022

The Chairwoman requested any additions, corrections, or deletions for the submitted minutes of the January 26, 2022, Daphne Utilities Board meeting.

With no additions, deletions, or corrections, the Chairwoman declared that the submitted January 26th minutes would stand approved.

V. OLD BUSINESS – No Old Business

VI. NEW BUSINESS –

- A. Recommendation for Approval of:** Requisition R41-022422LS for purchase of Lift Stations at various locations from: Jim House & Associates in the amount of \$259,350.00 (Board Action: MOTION)

Daphne Utilities' Buyer, Marinda Turner, explained to the Board regarding the Water Reclamation/Wastewater Collection departments upgrades to the lifts stations this year, noting that each upgrade is treated as an individual project with some upgrades costing over the \$50,000 threshold; as a result and for purchasing aspects, all the projects were compiled into one purchase requisition, pointing out that this was included in the capital improvement budget.

MOTION by Billy Mayhand to award the bid [for Requisition R41-022422LS for purchase of Lift Stations at various locations] to Jim House & Associates in the amount of \$259,350.00; Motion was Seconded by Councilman Joel Coleman.

Staff answered questions from board members regarding budgeted amounts and pump brand distribution and the advantages of pump standardization.

AYE: Coleman, LeJeune, Mayhand, Patton, Vaughn NAY: ABSENT: ABSTAIN: **MOTION CARRIED**

B. Discussion of Gas Promotions

Mr. Bobby Purvis advised that he researched business growth in various neighborhoods as well as continuing discussions with legal regarding rebate situations. He informed the Board members that aid-to-construction is an established incentive to bring gas service to a customer based on how many installed appliances would require natural gas. Mr. Purvis did offer that after reviewing data for the past five years, our gas service has more than doubled in the past two years. Mr. Polk reminisced that conversations had taken place with D.R. Horton regarding their natural gas appliance purchasing practices for new home construction with not a very positive feedback. Mr. Polk stated that discussions regarding installation of natural gas in the new retirement community being built on Dale Road has been favorable. He noted that several State programs are being reviewed. Mayor LeJeune stated he would look for an update once additional information is received.

C. Utility Rates Review

Mr. Polk advised that after reviewing the monthly updated figures, he is comfortable at keeping rates where they are currently without any negative impact. However, he stated that going into fiscal year 2023, rates will need to be addressed in order to avoid adversely affecting at least one of our services which would be prohibitive as evidenced by facts and figures. He reminded the Board that this organization has not had a rate increase since October 2015 while most utilities have already raised their rates and that Daphne Utilities' rates has remained below the median in both water and sewer across the lower Alabama area. The Chairwoman suggested we coordinate a date to meet to discuss, to which the members agreed.

VII. BOARD ATTORNEY'S REPORT

Mr. Speegle had no new or remaining matters to report but offered to answer any questions the Board may have.

The Chairwoman offered Mayor LeJeune the opportunity to address and inquire about the property issue for the animal shelter expansion. Mayor LeJeune requested that Daphne Utilities donate the property to the City of Daphne and asked what the necessary legal requirements would be to accomplish this. Mr. Speegle suggested getting a property appraisal and noted that the Utilities is prohibited from giving away property for public use, so an equitable payment in some form would be necessary; he offered that in the past, permanent signage or advertising for the Utilities was payment, reiterating that under our statute the Utilities is unauthorized to make charitable contributions to any organization. Mr. Speegle noted that he would work the City Attorney, Mr. Jay Ross, on an agreement and Mayor LeJeune requested Mr. Polk to obtain an appraisal of the subject property. Mr. Billy Mayhand requested to view a plat map of the subject property.

VIII. FINANCIAL REPORT

Finance Specialist Lexus Carlee, reviewed for the Board the revenue figures, expense, and total net income comparing each against the budget figures; she clarified three payments on the Check History Report and offered to answer any questions from the Board members.

IX. GENERAL MANAGER'S REPORT

A. GM Report

General Manager Scott Polk reviewed and updated for the Board: the Project Updates consisting of the I-10/US90 Sewer Line, the new production water well at Diamante, the rehab of Well #2, the WRF tertiary filter and enhanced UV projects, the WRF grit removal system upgrade, the 4th Street sewer expansion and the Stanton Road tank rehab; the Areas of Focus involving water quality due to the Stanton Road tank rehab – Mayor LeJeune asked about crediting this affected group through May or until the project is complete. Mr. Polk answered that a review would be conducted of the usage to see if that would be possible, and that daily manual flushing would take place in this area until an automatic flusher can be installed.

Mr. Polk continued and commended Mr. Bobby Purvis for being recognized as the 2021 Community Leader of the Year by Eastern Shore Chamber of Commerce; he announced Daphne Utilities' partnership with the South Alabama Workforce Development Council to offer summer internships for rising high school seniors; he pointed out the expiration of the contract with Park City Water Authority in July, noting that with their renewal they will have a slight rate increase. He highlighted the Utilities' participation in the various fundraising runs and marathons as well as with the Baldwin Connect Career Expo.

B. Operations Report

Mr. Purvis expressed his satisfaction with all the projects that have been progressing. He spoke about the Leadership Academy, recognized all the participants and invited the elected member, Mr. Johnny Grimes, to recite what all the members wrote that they had gleaned from the course. Mr. Grimes expressed a collective gratitude for Mr. Bobby Purvis' time in mentoring and presenting this worthwhile course. Mayor LeJeune congratulated the participants and thanked Bobby Purvis for his direction.

C. Engineering & Consulting Reports

X. BOARD ACTION – Previously addressed.

XI. PUBLIC PARTICIPATION –

At 5:40pm, the Chairwoman opened Public Participation inviting anyone who wished to address the Board.

Mrs. Joan Scott addressed the Board, giving a history of her experience with brown water at her house in Potters Mill, which was built in 1988, stating that she's never had a problem until December 2020. After speaking with someone at the "water department", she followed instructions by running the water for it to clear. When it happened again in January, she "googled" brown water and decided she needed a new hot water heater, then new piping to the hot water heater. She indicated in May of 2021, Steve Olen attended the Potters Mill Association meeting to talk about the brown water, to which she was surprised to learn it was the water coming from Daphne and not her house. She referenced several other instances of experiencing brown water and relayed it to Steve Olen. She noted that she just wants clean water.

Chairwoman Vaughn impressed upon her to call Daphne Utilities every time it happens in order to piece together the issue. Mrs. Scott asked if it was safe to drink and is it being tested, to which Mr. Purvis noted that it is tested daily throughout the whole system. Mayor LeJeune pointed out that this issue has been ongoing for over a year. Mr. Polk stated that we will have an automatic flusher installed as soon as possible.

Mr. Steve Olen, 437 Village Drive, Daphne; Mr. Olen clarified that as soon as Mrs. Scott emails him, he forwards them to the board members and staff so they are being notified, also stating that the Board and staff received an email from Mr. Robert Brown emphasizing that Mr. Brown does not live next to the Scott's and in fact lives further up a hill in Potters Mill. He pointed out that it is not beneficial for Mrs. Scott to call each time she has brown water or the more than 80 emails that he has forwarded because these customers are frustrated that nothing has happened to fix this problem, even though there has been some improvement. He expressed annoyance that Daphne Utilities considers the problem resolved because there are no complaints. He conveyed that what the group wants is to get what they pay for and they're not getting it; they shouldn't have to repeatedly deal with the same problem in their homes and they need an effective, permanent solution now. He commented that emails are sent to him in order to keep track because it seems Daphne Utilities does not know there is a problem unless someone tells them they have a problem.

Mrs. Scott commented that she was informed to check on Facebook for alerts of this issue; she informed the Board that she does not have Facebook and suggested an alert system.

Mr. Polk responded that Daphne Utilities uses the Everbridge Alert System for water main breaks or flushing alerts as well as posting on social media.

With no additional participants, Chairwoman Vaughn closed Public Participation at 5:54pm.

XII. BOARD COMMENTS –

Mayor LeJeune empathized with Mrs. Scott and the issues she's experienced and specified that he's looking to see staff's long-term solutions. He congratulated Bobby Purvis on his Leadership award as well his dedication to the Daphne Utilities employees.

Councilman Coleman asked about the effectiveness of the automatic flushers and staff answered.

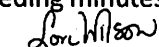
Mr. Billy Mayhand requested to discuss this water quality topic at the work session, listing all solutions that have applied and those solutions that need to be implemented and try to find a solution to this problem.

XIII. ADJOURNMENT

With no further discussions, the Chairwoman called for adjournment at 6:00pm.

The meeting adjourned at 6:00pm.

Preceding minutes submitted to the Daphne Utilities Board by:



Lori Wilson, Executive Assistant, Daphne Utilities



City of Daphne

Event Permit Application

Date of Application: 3/18/22 Permit Requested: ☒ Event/Fundraiser ☒ Parade/Run ☐ Band

Contact Information

Organization Name: Buckaroo Foundation/ Wright Transportation

Contact Name: Bradley Williams E-mail Address: Bradley@Wrighttrans.com

Address: 2333 Dauphin Island Pkwy Mobile, AL 36605

Primary Phone Number: 251-680-3102 Secondary: 251-300-6149

Event Information

Event Name: Buckaroo Stampede 5K/Fun Run Event Date: June 4, 2022

Event Location: Certified 5K Route #3 # Participants/Vehicles: 250/180

Start Time: 0700 Stop Time: 1300 Assembly Time: 5k@0730/ Fun Run@ 8:30

Special Requests: Portable bathroom trailer at city hall/ If rained out make up day June 11, 2021

Road Closures Requested: ☒ Yes ☐ No

Special Instructions

Approval: Internal Use Only

Date Routed: 3-22-2022

Fire Dept: [Signature]

Police Dept: [Signature]

Public Works: [Signature]

Parks & Recreation: [Signature]

only required if event interrupts traffic near Daphne parks

For Special Event/Band Permits:

City Clerk: _____

Signature

For Parade/Run Permits & Use of City Grounds:

City Council: _____

Date of Approval

☐ Use of Alcohol

☐ Fee Paid: \$ _____ ☐ N/A ☐ Waived

☐ Insurance Filed ☐ N/A

Route Selection: ☐ 1 ☐ 2 ☐ 3 ☐ 4

Parade/Run Permits ONLY

**CITY OF DAPHNE, ALABAMA
RESOLUTION 2022-11**

2022-G-FOURTH OF JULY FIREWORKS PRESENTATION

WHEREAS, The City of Daphne is required under section 41-16-20 of the Code of Alabama to secure competitive bids for items in excess of \$15,000; and

WHEREAS, The City of Daphne acknowledges that the cost for the Fourth of July Fireworks presentation will exceed this amount; and

WHEREAS, Staff has reviewed the bids for the Fourth of July Fireworks presentation and determined that the bid as presented is reasonable; and

WHEREAS, Staff recommends the bid for the Fourth of July Fireworks presentation be awarded to Pyro Productions Inc.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA that the City hereby accept the bid of Pyro Productions Inc. in the amount of **\$30,000** for a total of 684 display shells ranging from 3” – 8” as specified in BID SPECIFICATION NO. 2022-G-FOURTH OF JULY FIREWORKS PRESENTATION.

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
RESOLUTION 2022-12**

2022-K-PINE STRAW

WHEREAS, The City of Daphne is required under section 41-16-20 of the Code of Alabama to secure competitive bids for items in excess of \$15,000; and

WHEREAS, The City of Daphne acknowledges that the cost for the pine straw will exceed this amount; and

WHEREAS, Staff has reviewed the bid for the pine straw and determined that the bid as presented is reasonable; and

WHEREAS, Staff recommends the bid for the pine straw be awarded to SiteOne Landscape Supply.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, that the City hereby accept the bid of SiteOne Landscape Supply for unit cost as specified in BID SPECIFICATION NO. 2022-K-PINE STRAW:

- | | | | |
|-------------------------|--|------------------|-----------|
| 1. Long Leaf Pine Straw | 18" x 24" Roll | <i>Delivered</i> | - \$11.45 |
| | <i>Picked up by City (only if business is located in the City of Daphne)</i> | | - \$11.25 |
| 2. Bale – Size | 14' x14" x 26" | <i>Delivered</i> | - No Bid |
| | <i>Picked up by City (only if business is located in the City of Daphne)</i> | | - No Bid |

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
RESOLUTION 2022-13**

2022-J-MOSQUITO MANAGEMENT PROGRAM

WHEREAS, the City of Daphne is required under section 41-16-20 of the Code of Alabama to secure competitive bids for goods and services in excess of \$15,000; and

WHEREAS, the City of Daphne acknowledges that the cost for the Mosquito Management Program will exceed this amount; and

WHEREAS, the City of Daphne obtained bids for the Mosquito Management Program; and

WHEREAS, Staff has reviewed the bids for the Mosquito Management Program and determined that the sole bid as presented is reasonable; and

WHEREAS, Staff has recommended to award to the sole bidder, Mississippi Mosquito Control LLC, for the amount of \$7,859 per month for the timeframe as designated by the City, Larviciding \$.002/SqFt, and other services as required as specified in the bid; and

WHEREAS, monies have been appropriated in the FY2022 Budget for City mosquito spraying services and are available to fund the Mosquito Management Program as bid by Mississippi Mosquito Control LLC.

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

1. The City hereby accepts the bid submitted by Mississippi Mosquito Control LLC in the amount of \$7,859 per month for the timeframe as designated by the City, Larviciding \$.002/SqFt, and other services as specified in BID SPECIFICATION NO. 2022-J-MOSQUITO MANAGEMENT PROGRAM; and
2. The Mayor is hereby authorized to enter into any agreements on behalf of the City of Daphne associated with the Mosquito Management Program.

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 2022-21**

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: _____

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2022-23**

**APPROPRIATION: ATRIP-II US HWY 90 WIDENING PROJECT: PRELIMINARY
ENGINEERING**

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 City has been awarded a fiscal year 2022 Alabama Transportation Rehabilitation and Improvement Program-II (ATRIP-II) grant to be administered through the Alabama Department of Transportation in the amount of \$2,000,000 for the Phase I widening of US Highway 90; and

WHEREAS, the City has agreed to provide a local funding match in the amount of \$395,000 for preliminary engineering design and utility relocations; and

WHEREAS, the City has obtained a proposal from Mott MacDonald Alabama, LLC for preliminary design work on the ATRIP-II US Highway 90 widening project in the amount of \$256,300.

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

- 1) The Fiscal Year 2022 Budget is hereby amended to include an appropriation in the amount of **\$256,300** from the **General Fund and transferred to the Capital Reserve Fund** for preliminary engineering costs related to the ATRIP-II US Highway 90 widening project., and
- 2) The Mayor is hereby authorized to execute any documents required in relation to this ATRIP-II 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 2022-24**

APPROPRIATION: PURCHASE OF SIX (6) POLICE VEHICLES FOR FY2023

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 City orders new patrol vehicles annually in order to maintain an operational fleet for the Police Department; and

WHEREAS, such vehicles are required in order to meet public safety requirements; and

WHEREAS, due to supply issues the City has been notified by vehicle dealers that in order to receive any new vehicles for 2023 the order will need to be placed in April of 2022; and

WHEREAS, the estimated cost of the six (6) vehicles is \$235,000.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, that the Fiscal Year 2022 Budget is hereby amended to include an appropriation in the amount of **\$235,000** from the **General Fund** for the purchase of six (6) Chevy Tahoes for the Police Department.

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

ATTEST:

Robin LeJeune, Mayor

Candace G. Antinarella, CMC, City Clerk

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2022-25**

**Ordinance to Re-Zone Property Located
Southeast of the Intersection of Whispering Pines Road and U.S. Highway 98**

WHEREAS, Magnolia Properties L.L.C. and the Stanard Family Partnership, as the owners of certain real property located within the City of Daphne, has requested that said property that is currently zoned as B-1 Local Business, be re-zoned as B-2, General Business; and

WHEREAS, said real property is located Southeast of the intersection of Whispering Pines Road and U.S. Highway 98, and more particularly described as follows:

Legal Description of Property to be Re-Zoned to B-2, General Business:

BEGINNING AT A POINT 250 FEET SOUTH AND 30 FEET WEST OF THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 2 EAST; THENCE RUN WEST 560 FEET TO A POINT ON THE EAST MARGIN OF U.S. HIGHWAY 98; THENCE RUN SOUTHEAST 442 FEET ALONGSIDE THE EAST MARGIN OF U.S. HIGHWAY 98 TO A POINT THEREON; THENCE RUN EAST 275 FEET TO A POINT; THEN RUN NORTH 185 FEET TO A POINT; THENCE RUN NORTH 81° EAST 137 FEET TO THE WEST LINE OF OLD SPANISH TRAIL ROAD; THENCE RUN NORTH 1°37' EAST 215 FEET TO THE POINT OF BEGINNING.

WHEREAS, at the regular Planning Commission meeting on January 27, 2022, the Commission considered said request and set forth a favorable recommendation; and,

WHEREAS, due notice of said proposed re-zoning has been provided to the public as required by law through publication and open display at the Daphne Public Library and City Hall, and a public hearing was held before the City Council on April 4, 2022; and,

WHEREAS, the City Council of the City of Daphne, after due consideration and upon consideration of the recommendation and notes of the Planning Commission, deemed that said application for re-zoning of the above described real property is proper and in the best interest of the health, safety, and welfare of the citizens of the City of Daphne, Alabama; and

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

SECTION I: ZONING

The above described real property is hereby re-zoned from B-1 Local Business to B-2, General Business, and the zoning ordinance and zoning map shall be amended to reflect the said zoning change.

SECTION II: REPEALER.

All other City Ordinances or parts thereof in conflict with the provisions of this Ordinance, in so far as they conflict, are hereby repealed.

SECTION III: SEVERABILITY.

The provisions of this Ordinance are severable. If any provision, section, paragraph, sentence, or part thereof shall be held unconstitutional or invalid, such decision shall not affect or impair the remainder of said Ordinance, it being the legislative intent to ordain and enact each provision, section, paragraph, sentence, and part thereof separately and independently of each other.

SECTION IV: EFFECTIVE DATE.

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

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

Attest:

Robin LeJeune, Mayor

Candace G. Antinarella, CMC, City Clerk

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2022-26**

ADDITIONAL APPROPRIATION: MOSQUITO MANAGEMENT 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, monies have been appropriated in the FY2022 Budget for City mosquito spraying services; and

WHEREAS, the current contract has expired and a new bid was sent out for the Mosquito Management Program; and

WHEREAS, a bid was received for the Mosquito Management Program there was an increase in cost from the previous year's contract; and

WHEREAS, an appropriation in the amount of \$6,076 is needed to fund the FY2022 Mosquito Management Program.

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

- 1) Funds in the amount of **\$6,076** from the **General Fund** are hereby appropriated and made a part of the Fiscal Year 2022 Budget for the Mosquito Management Program.
- 2) The Mayor is hereby authorized to execute any and all documents required to enter into an agreement with Mississippi Mosquito Control LLC.

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