

CITY OF DAPHNE
1705 MAIN STREET, DAPHNE, AL
CITY COUNCIL BUSINESS MEETING AMENDED AGENDA
Monday, December 2, 2024 at 6:00 P.M.

1. CALL TO ORDER

2. ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE

RECOGNITION: Tim Birt - Retirement

PROMOTION: Corporal Joshua Voelker

PROMOTION: Telecommunicator II – Megan Quites

3. APPROVE MINUTES: November 18, 2024 regular meeting

4. REPORTS OF STANDING COMMITTEES

A. FINANCE COMMITTEE – Phillips
Review the minutes from the November 18th meeting.
Treasurer's Report for October 2024: Unrestricted Fund Balance - \$27,043,149;
Total Cash Balance - \$46,222,273
Sales Tax for September 2024: \$2,222,606.95; Lodging Tax for September 2024:
\$119,047.51
Debt Summary – October 2024: Warrants - \$30,808,902
Capital Leases: General Fund - \$386,274; Enterprise Fund - \$377,309

MOTION to amend the FY 2025 personnel budget to remove the Part-Time Corrections Officer and to upgrade (2) Corrections Officer I positions to (2) Corrections Officer II Positions as of 1/9/2025.

MOTION to authorize the Mayor to enter into an agreement with ALDOT for the Sidewalk on Pollard Road – Project No. TAPAA-TA25(927); CPMS Ref#100079677.

B. BUILDINGS & PROPERTY COMMITTEE – Goodlin

C. PUBLIC SAFETY COMMITTEE – Hughes

D. CODE ENFORCEMENT/ORDINANCE COMMITTEE –

E. PUBLIC WORKS COMMITTEE – Conaway

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS

A. BOARD OF ZONING ADJUSTMENTS – Adrienne Jones

B. DAPHNE PUBLIC SCHOOL COMMISSION – Conaway

C. DOWNTOWN REDEVELOPMENT AUTHORITY – Conaway

D. INDUSTRIAL DEVELOPMENT BOARD – Scott

E. LIBRARY BOARD – Goodlin

City Council Agenda – December 2, 2024

F. PLANNING COMMISSION – Olen

G. RECREATION BOARD – Hughes

H. UTILITY BOARD – Coleman

6. PUBLIC PARTICIPATION

7. MAYOR’S REPORT

8. CITY ATTORNEY REPORT

9. DEPARTMENT HEAD REPORTS

10. CITY CLERK’S REPORT

MOTION to approve the Women’s Care Medical Center Walk for Life on March 15, 2025 from 8:00am – 10:00am Village Point Park.

11. RESOLUTIONS:

2024 – 53 – Resolution Declaring Certain Personal Property Surplus and Authorizing the Mayor to Dispose of Such Property – Temporary Animal Kennel Trailer

2024 – 54 - Resolution Declaring Certain Personal Property Surplus and Authorizing the Mayor to Dispose of Such Property – 2006 Ford, 2000 Ford, 2006 Chevy, 2014 Dodge and 2006 Ford

2024 – 55 - Resolution Declaring Certain Personal Property Surplus and Authorizing the Mayor to Dispose of Such Property – Tables

12. 2nd READ ORDINANCES:

2024 – 37 – Ordinance to Re-Zone Property Located Southeast of Champions Way and Alabama Highway 181

2024 – 38 – An Ordinance for Community Grants

13. 1st READ ORDINANCES:

2024 – 39 – An Ordinance Adopting Classification and Compensation Plan

2024 – 40 – Ordinance Granting Non-Exclusive Authorization to Baldwin County Sewer Service, LLC for the Purpose of Constructing and Maintaining a Sanitary Sewer System within Certain Public Rights-of-Way within the City of Daphne, Alabama

14. COUNCIL COMMENTS

15. ADJOURN

**November 18, 2024
CITY COUNCIL MEETING
REGULAR BUSINESS MEETING
1705 MAIN STREET
DAPHNE, AL
5:30 P.M.**

1. CALL TO ORDER:

There being a quorum present Council President Ron Scott called the meeting to order at 5:31pm.

2. ROLL CALL:

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

Also Present: Patrick Dungan, City Attorney; Mayor LeJeune; Candace Antinarella, City Clerk; Chief Tacon, Fire; Reggie Ardis, Police; Adrienne Jones, Planning; Michael Hoyt, City Judge; Charlie McDavid, Recreation (5:48pm); Emmie Powell, Library; Ange Baggett, Marketing/Tourism (arrived 5:56pm); Vickie Hinman, Human Resources (arrived 5:55pm); BJ Eringman, Public Works; Andy Bobe, City Engineer; Troy Strunk, City Development; Stella Hawks, Junior City Councilmember; Merrill Rigsby, Junior City Councilmember; Dareon Maynard, Junior City Councilmember; Abby English, Junior City Councilmember; Emma Coleman, Junior City Councilmember; Schuyler Smith, Junior City Councilmember; and Jessica Linne, Assistant City Clerk.

INVOCATION/PLEDGE OF ALLEGIANCE:

Invocation was given by Lamar Green, Fire Department.

3. MUNICIPAL JUDGE INTERVIEWS:

Council interviewed Candidate Warren Harbison.

Council interviewed Candidate Suntrease Williams-Maynard.

4. PUBLIC HEARING:

Adrienne Jones, Planning presented on the Fortuna Investments, LLC, Industrial Development Board and the City of Daphne Zoning Amendment located Southeast of Champions Way and Alabama Highway 181. Drew Dolan, 68 Ventures, gave details on the proposed project.

Public hearing opened at 6:15pm.

Miles Paisant, 9614 Poets Corner, said he feels like the citizens concerns aren't being heard regarding this project.

Stephanie Akins, 28686 Canterbury Road, expressed concerns about if this project is best for the youth. She shared concerns about public health and public assistance when adding these homes.

Colin Sherman, 9597 Sherwood Ct, said he's concerned about a hotel on the property and the noise pollution.

Misty Guy, 28530 Canterbury Rd, said she's concerned about human traffickers. She expressed there are plenty of restaurants and these are not creating jobs.

Sam Ledbetter, 9630 Canterbury Ct, said he's concerned about traffic on Champions Way, about home values decreasing and the proposed hotel.

Lawrence Rozowski, 102 Vega Circle, said there is no dog park in the proposed plan. He expressed concern about the lack of signage on Highway 98.

Public hearing closed at 7:04pm.

4. REPORT OF STANDING COMMITTEES:

A. FINANCE COMMITTEE

Councilwoman Phillips said the Committee met earlier that day and the next meeting is December 16th at 4:30.

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B. BUILDINGS & PROPERTY COMMITTEE

Councilman Goodlin said the minutes from the September 9th meeting were in the packet and gave the October 2024 new construction and building report: certificates of occupancy – 17; permits issued – 213; new residential home permits – 26; total fees collected - \$143,569.06. He said the next meeting is December 9th at 5:15pm.

C. PUBLIC SAFETY COMMITTEE

Councilman Hughes said the next meeting is December 9th at 4:30pm and the minutes from the September meeting are in the packet.

D. CODE ENFORCEMENT/ORDINANCE COMMITTEE

Councilman Olen said the next meeting is December 2nd at 4:30pm.

E. PUBLIC WORKS COMMITTEE

Councilwoman Conaway said the next meeting is December 2nd at 5:15pm.

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS:

A. Board of Zoning Adjustments

Mrs. Jones said there is no December meeting.

B. Daphne Public School Commission

Councilwoman Conaway said the next meeting is January 27th at 5:30pm at Daphne East Elementary School.

C. Downtown Redevelopment Authority

Councilwoman Conaway said the next meeting is November 21st at 5:30pm.

D. Industrial Development Board

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

E. Library Board

Councilman Goodlin said the December meeting is cancelled and the next meeting is January 9th at 4:30pm at the Library.

F. Planning Commission

Councilman Olen said the next meeting is December 19th at 5:00pm.

G. Recreation Board

Councilman Hughes said the next meeting is January 8th at 6:00pm.

H. Utility Board

Councilman Coleman said the next meeting is December 4th at 5:00pm and the minutes from the September 25th meeting are in the packet.

6. PUBLIC PARTICIPATION:

Public participation opened at 7:07pm.

Herb Cole, 8903 Bainbridge Drive, thanked the Fire Department and Police Department for their involvement with Toys for Tots.

Public participation closed at 7:10pm.

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7. MAYOR'S REPORT:

Mayor LeJeune spoke regarding signage on Highway 98 that the City's Sign Ordinance doesn't allow for signs off property. He thanked all who came out to express concerns regarding the public hearing. He expressed appreciation for all who help with the animal shelter opening. He said "Coffee with the Mayor" is tomorrow at 9:30 am and the Tree Lighting is December 5th with activities starting at 5:00pm.

8. CITY ATTORNEY REPORT:

City Attorney said there was a matter of potential litigation to discuss in Executive Session should the Council want to call Executive Session.

9. DEPARTMENT HEAD COMMENTS:

Chief Tacon, Fire, said she is thankful for Battalion Chief Lamar Green. She gave kudos to the Junior Council and said she appreciated the competition between the Fire Department and Police Department for Toys for Tots.

Ange Baggett, Marketing and Tourism, said the Christmas Parade is December 7th and the Baldwin Pops Concert is December 12th.

BJ Eringman, Public Works, thanked Ronnie Huskey for his past years with the City. He said the Solid Waste Department recently participated in "Career on Wheels" at W J Carroll Elementary.

Charlie McDavid, Recreation, said the animal shelter opening was a success and thanked all involved.

Kelli Reid, Finance, said the audit is finished and she will get the report to share.

Andy Bobe, City Engineer, thanked all for the warm welcome to the City.

**MOTION by Councilwoman Phillips to add voting for the City Judge position after the 1st Read Ordinances. Seconded by Councilman Hughes.
MOTION CARRIED UNANIMOUSLY.**

10. CITY CLERK'S REPORT:

City Clerk thanked the Junior Council for their willingness to help decorate Council Chambers next week. She reminded the Council that the Clerk's Office will be closed Wednesday – Friday as both will be attending Election 2025 training.

11. RESOLUTIONS:

2024 – 51 – Resolution Authorizing the City to Enter into a Cooperative Maintenance Agreement with the Alabama Department of Transportation for the City's Maintenance of Certain Structures within the State's Right-of-Way

2024 – 52 – Resolution Supporting Eastern Shore Repertory Theatre's Grant Application for the Renovation of the Nicholson Center and Committing to the Nicholson Center's Use for Artistic and Creative Activities

**MOTION by Councilman Hughes to waive the reading of Resolution 2024-51. Seconded by Councilman Goodlin.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Hughes to adopt Resolution 2024-51. Seconded by Councilman Goodlin.
MOTION CARRIED UNANIMOUSLY.**

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MOTION by Councilman Hughes to waive the reading of Resolution 2024-52. Seconded by Councilwoman Phillips.

MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Hughes to adopt Resolution 2024-52. Seconded by Councilwoman Phillips.
MOTION CARRIED UNANIMOUSLY.

12. 2ND READ ORDINANCES:

2024 – 36 – Ordinance to Amend the City’s Military Leave Policy, Adopt an Accommodation Policy and Reorganize Chapter 1 of the City’s Employee Handbook

MOTION by Councilwoman Conaway to waive the reading of Ordinance 2024-36. Seconded by Councilwoman Phillips.

MOTION CARRIED UNANIMOUSLY.

MOTION by Councilwoman Conaway to adopt Ordinance 2024-36. Seconded by Councilwoman Phillips.

MOTION CARRIED UNANIMOUSLY.

13. 1ST READ ORDINANCES:

2024 – 37 – Ordinance to Re-Zone Property Located Southeast of Champions Way and Alabama Highway 181

2024 – 38 – An Ordinance for Community Grants

14. MUNICIPAL JUDGE NOMINATION/VOTE

MOTION by Councilwoman Conaway nominated Warren Harbison for the City Judge position. Seconded by Councilman Coleman.

MOTION CARRIED UNANIMOUSLY.

15. COUNCIL COMMENTS

Councilwoman Phillips said she is thankful for all that work for the City. She congratulated Warren Harbison.

Councilman Hughes said he enjoyed the animal shelter grand opening and thanked both candidates represented.

Councilman Goodlin thanked both candidates and commended Herb Cole for his work with Toys for Tots.

Councilman Coleman echoed comments on the candidates. He said the recent ESRT performance was great and gave kudos to the City staff for their help.

Councilman Olen thanked Herb Cole for his work. He thanked Fire and Police for participating in the Toys for Tots drive and commended the animal shelter opening success.

Councilwoman Conaway commended the animal shelter opening and thanked both candidates for coming that evening.

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Council President Scott said the animal shelter opening was a success. He thanked the Junior Council for their participation in the meeting and thanked the citizens for coming out to express their concerns.

Mayor LeJeune updated everyone on the stoplight coming to Highway 181 and Corte Road. He said it should be operational in December.

16. EXECUTIVE SESSION:

City Attorney certified that the Council should enter into an Executive Session concerning matters of potential litigation. He said the Council should have no reason to vote.

MOTION by Councilman Coleman to enter into Executive Session. Seconded by Councilwoman Phillips.

City Clerk called roll.

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

MOTION CARRIED UNANIMOUSLY.

17. ADJOURN:

THERE BEING NO FURTHER BUSINESS TO DISCUSS, COUNCIL ADJOURNED AT 7:43PM.

Respectfully submitted by,

Certification of Presiding Officer,

Candace G. Antinarella, MMC, City Clerk

Ron Scott, Council President

CITY OF DAPHNE
FINANCE COMMITTEE MINUTES
NOVEMBER 18, 2024
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. Angie Phillips
Councilwoman Mrs. Tommie Conaway
Councilman Mr. Steve Olen
Councilman Mr. Joel Coleman

Councilman Mr. Ron Scott
Councilman Mr. Ben Hughes
Councilman Mr. Doug Goodlin

Also Present: Mayor Robin LeJeune, Finance Director Mrs. Kelli Reid, Accountant III Mrs. Suzânn Henson, Revenue Officer Mrs. Connie Champion, Human Resource Director Mrs. Vickie Hinman, City Clerk Mrs. Candace Antinarella, Executive Director of City Development Mr. Troy Strunk, Community Development Director Adrienne Jones, Fire Chief Mrs. LeAnn Tacon, Director of Events and Marketing Mrs. Ange Baggett, Public Works Deputy Director Mr. William Eringman, Animal Shelter Manager Deaon Bryant, Police Captain Reginald Ardis, Police Lt. Kristin Andrews, City Engineer Andy Bobe , and City Attorney Mr. Patrick Dungan.

Junior City Council – Emma Coleman

II. PUBLIC PARTICIPATION

There was no public participation

III. APPROVE MINUTES FOR THE PREVIOUS MEETING

The September 2024 Finance Minutes were approved. The October Finance Committee meeting was cancelled so no approval was needed.

IV. HUMAN RESOURCES BUSINESS

A. Update on Human Resources Department Activity

Mrs. Vickie Hinman reviewed the Human Resources Report:

- Posted/Reposted Positions – 12
- Reviewing/Testing/Interviewing/Background check - 13
- Promotion/Internal Transfer - 8
- New Hires – 5

Mrs. Hinman reviewed the monthly Safety Committee meeting topics and discussed other Human Resources projects and events. October's Safety Committee took a trip to the Sports Complex to review the scene of a mock accident. The activity was to stress the importance of accurate accident reports. The responses on the mock accident reports will be discussed at the next meeting. Next Safety Committee meeting is scheduled for November 20, 2024. Mrs. Hinman noted the November Employee Spotlight was Alex Phipps (Corrections Officer II). Mrs. Hinman noted the USSA Career Fair held on November 15, 2024 was very good and that there were a lot of students who attended.

V. BUSINESS LICENSE REPORT

A. Report: New Business Licenses – October, 2024

Mrs. Reid noted that a current Business Licenses report will be included in the December Finance Committee packet. Mrs. Reid introduced Mrs. Connie Champion as the new Revenue Officer. Mrs. Reid noted that Mrs. Champion had been with the City for 22 years and with the Revenue Department for 10 years.

VI. SALES & LODGING TAX REPORT

A. Sales and Use Taxes: September, 2024

Mrs. Henson reviewed the Sales & Use Tax Reports: \$2,222,606.95 was collected for September, 2024 which was up \$17,603.92 from September 2023's collections:

- YTD Variance over Budget - \$ 2,058,907.65

B. Lodging Tax Collections, September, 2023

Mrs. Henson reviewed the Lodging Tax Collections Report and noted the collections for September, 2024 were \$119,047.51 which is up \$9,958.80 from September 2023's collections.

- YTD Variance under Budget - (\$14,597.11)

C. Lodging Tax Analysis Report, October, 2024

Mrs. Reid reviewed the Lodging Tax Analysis report:

- Recreation balance for related purchases - \$786,310.89
- Unreserved balance for Bayfront related purchases - \$1,533,585.20
- Reserved balance for Occupancy Fee - \$83,184.50

VII. FINANCIAL SCHEDULES & REPORTS**A. Financial Reports****1. Treasurer's Report: October, 2024**

Mrs. Reid reviewed the Treasurer's Report:

TREASURER'S REPORT					
As of October 31, 2024					
Account Type/Title	10/31/2024	9/30/2024	Increase (Decrease) from last Month	10/31/2023	Increase (Decrease) from Last Year
GENERAL FUND & ENTERPRISE FUNDS	\$ 16,196,103	\$ 16,242,262	\$ (46,159)	\$ 13,364,392	\$ 2,831,711
INVESTMENT FUND	10,847,046	10,992,310	(145,264)	10,108,984	\$ 738,062
Total Unrestricted Cash Balance	27,043,149	27,234,572	(191,423)	23,473,376	3,569,773
SPECIAL REVENUE FUNDS					
4 CENT GAS TAX	341,098	335,122	5,976	276,441	64,657
7 CENT GAS TAX	351,567	344,071	7,496	252,241	99,326
10 CENT GAS TAX	275,112	291,532	(16,420)	174,549	100,563
TREE & FLOWER	10,287	10,287	-	22,660	(12,373)
COVID RELIEF FUND	-	-	-	122,600	(122,600)
ANIMAL SHELTER FUND	236,779	269,901	(33,122)	2,788,923	(2,552,144)
MOBILE INFIRMARY BUILDING	95,761	101,423	(5,661)	54,380	41,381
FEDERAL DRUG FORFEITURES	280,381	297,223	(16,842)	194,146	86,235
LOCAL DRUG FORFEITURES	99,749	95,515	4,234	95,435	4,314
LIBRARY	66,434	70,015	(3,581)	45,644	20,790
COURT TRAINING & EQUIPMENT	40,884	43,092	(2,208)	40,600	284
COURT/CORRECTION	494,939	511,264	(16,325)	546,016	(51,077)
LODGING TAX	2,403,081	2,420,452	(17,372)	2,830,490	(427,409)
AGENCY FUNDS					
SELF INSURANCE	232,710	231,389	1,321	228,519	4,191
OPEB TRUST INVESTMENT FUND	1,606,664	1,640,293	(33,629)	1,154,203	452,461
	6,535,446	6,661,579	(126,132)	8,826,847	(2,291,400)
CAPITAL PROJECT FUNDS					
CAPITAL RESERVE	5,627,225	5,788,457	(161,232)	3,630,404	1,996,821
2023 CONSTRUCTION FUND	6,224,497	6,466,684	(242,188)	-	6,224,497
	11,851,722	12,255,142	(403,420)	3,630,404	8,221,318
DEBT SERVICE FUNDS					
DEBT SERVICE	791,956	540,577	251,379	748,373	43,583
Total Restricted Cash Balance	19,179,124	19,457,297	(278,174)	13,205,624	5,973,500
Total City Cash Balance	\$ 46,222,273	\$ 46,691,869	\$ (469,596)	\$ 36,679,000	\$ 9,543,273
Encumbrance Total as of			10/31/2024	\$ 337,489.20	

Mrs. Reid noted the total cash balance is down from last month but up from last year which is mainly due to capital projects funding and expenditure changes.

The Treasurer's Report as of October, 2024 Total Unrestricted Cash Balance - \$27,043,149 and Total City Cash Balance - \$46,222,273 was presented to be filed for audit.

2. Encumbrance Report

- Encumbrance balance - \$337,489.20 as of October, 2024.

Mrs. Reid reviewed each of the projects listed in the Encumbrance Report.

3. Outstanding Appropriations

Mrs. Reid reviewed the Outstanding Appropriations report and noted that she had added the FY2025 capital budget items and cleared out all projects completed in FY2024.

4. Financial Overview: Debt Summaries & Monthly Financial Statements

Mrs. Reid reviewed the following Financial Statements:

- Debt Summary Schedules (General & Enterprise Funds), October, 2024
 - Outstanding Warrant Balance as of October, 2024: \$30,808,902
 - Outstanding Capital Lease Balance as of October, 2024:
 - General Fund: \$386,274
 - Enterprise Fund: \$377,309
- Overtime Report YTD
The Overtime Report was included in the packet.
- Monthly Financial Statements, September 2024
 - General Fund YTD Budgetary Net Income: \$3,334,460 which is greater \$2,459,286 than the prior YTD net income
 - Solid Waste Fund Transfers \$808,998
 - Civic Center Fund Transfers \$559,776

5. Summary of Budgetary Amendments

There have not been any General Fund budgetary amendments made to the FY2025 Budget to date.

6. Unfunded Future Projects Expenditure Summary

Mrs. Reid reviewed the Unfunded Future Projects Expenditure Summary and noted that there were no changes.

B. Bills Paid Reports – October, 2024

The Bills Paid Report was previously presented electronically.

VIII. BIDS & APPROPRIATIONS (Resolution)

There were no bids.

IX. OTHER APPROPRIATION REQUESTS: (Resolution/Ordinance)

There were no appropriation requests.

X. SURPLUS

A. Surplus: Temporary Animal Kennel Trailer

B. Surplus: 2006 Ford E150 Van-V#1129, 2006 Chevy Tahoe-V#1060, 2014 Dodge Ram 4500 Tk-V#1487, 2000 Ford F650 Dump Tk-V#771, 2006 Expedition-V#1006

C. Surplus: Tables-8' (48) – Civic Center

Each of the Surplus items was discussed. Mr. Goodlin requested that local schools be contacted to see if they could use these tables before selling them. Mrs. Henson noted she would check to see if any were interested in the tables.

MOTION BY Mr. Goodlin to recommend to Council to adopt Resolutions declaring certain property surplus and authorize the Mayor to dispose of the following surplus property: Temporary Animal Kennel Trailer, 2006 Ford E150 Van-V#1129, 2006 Chevy Tahoe-V#1060, 2014 Dodge Ram 4500 Tk-V#1487, 2000 Ford F650 Dump Tk-V#771, 2006 Expedition-V#1006. Seconded by Mr. Hughes.
MOTION CARRIED UNANIMOUSLY

MOTION BY Mr. Goodlin to recommend to Council adopt a Resolution declaring certain property surplus and authorize the Mayor to dispose of the following surplus property: Tables-8' (48) if no local schools request the table be donated to them. Seconded by Mr. Hughes.
MOTION CARRIED UNANIMOUSLY

XI. NEW BUSINESS

A. Ordinance Adopting Classification and Compensation Plans

Mrs. Reid discussed that members of the Council have been meeting with the Mayor a few at a time to review and discuss the new classification and compensation plan. Mrs. Reid noted this Ordinance is just to adopt the new Pay table and bring anyone up to the minimum who would be below it and allow HR to post new positions at the new pay scale. Mrs. Reid stated hopefully by the second read the final items being reviewed will be approved. Mrs. Phillips noted this portion of the plan is anticipated to cost \$100,000 and \$280,000 is budgeted. The Mayor noted the cost for FY2025 will be prorated since the new fiscal year has already started.

MOTION BY Mr. Olen to recommend to Council to adopt an Ordinance adopting the Classification and Compensation Plans. Seconded by Mr. Goodlin.
MOTION CARRIED UNANIMOUSLY

B. Motion to amend the FY 2025 personnel budget to remove the Part-Time Corrections Officer and to upgrade (2) Corrections Officer I positions to (2) Corrections Officer II Positions as of 1/9/2025

Mrs. Reid noted Officer Don Bell who retired but has been working part time is fully retiring. Mrs. Reid noted that Captain Reginald Ardis and Lt. Kristin Andrews have been reviewing this part time position. Lt. Andrews stated they are requesting to eliminate the part-time position and upgrade (2) Corrections Officer I positions to (2) Corrections Officer II Positions in order to have personnel coverage for each shift. Lt. Andrews noted this change would allow a team leader for each shift. Mrs. Reid noted no additional monies are required for this change so only a motion is needed to make this change.

MOTION BY Mr. Scott to recommend to Council to amend the FY 2025 personnel budget to remove the Part-Time Corrections Officer and to upgrade (2) Corrections Officer I positions to (2) Corrections Officer II Positions as of 1/9/2025. Seconded by Mr. Hughes.
MOTION CARRIED UNANIMOUSLY

C. TAP Grant for the Sidewalk on Pollard Road- Project No. TAPAA-TA25(927); CPMS Ref# 100079677 - \$800,000 (from Park Drive from Pine Hill Rd to Pollard Rd and along Pollard Rd from Park Dr to the existing sidewalk at the YMCA)- Authorize the Mayor to Sign

Mrs. Reid noted they had one item that came in late but wanted to discuss. This is related to the TAP Grant agreement to continue the Pollard Road Sidewalk project. Mrs. Reid noted that the Mayor will need approval to sign the grant agreement. Mrs. Reid noted there is a required Match of \$200,000 and the City has \$500,000 budgeted for sidewalk projects. Mayor noted this is the second ALDOT grant for this project. Mr. Hughes asked if legal had seen the contract. Mrs. Reid noted this is a standard ALDOT agreement. The Mayor noted it would not be signed without legal review.

MOTION BY Mr. Scott to recommend to Council to authorize the Mayor to enter into an agreement for the Sidewalk on Pollard Road- Project No. TAPAA-TA25(927); CPMS Ref# 100079677. Seconded by Mr. Coleman.
MOTION CARRIED UNANIMOUSLY

XII. OLD BUSINESS

There was no old business discussed.

XIII. ADJOURN The meeting adjourned at 5:14p.m.



City of Daphne Event Permit Application

TYPE OF PERMIT:

- ☒ Special Event/Fundraiser ☐ Parade/Run (Streets Use) ☐ Walk (Sidewalks Only)
☐ Athletic Complex/Sporting Event ☐ Other: _____

APPLICANT & ORGANIZATION INFORMATION

ORGANIZATION NAME: Women's Care Medical Center
APPLICANT NAME: See Leavins
STREET: P.O. Box 1610 1855 Carolina St CITY, STATE, ZIP: Robertsdale, AL 36507
CONTACT PHONE: 251-947-2111 EMAIL: admin@womenscaremedicalcenter.org
"ON SITE" CONTACT PERSON DAY OF EVENT: Denise Mann
CELL PHONE: 251-802-9041 EMAIL: denise.mann@womenscaremedicalcenter.org

EVENT INFORMATION

EVENT NAME: Walk for Life
TYPE OF/PURPOSE OF EVENT: Fundraiser for Women's Care Medical Center
EVENT DATE: March 15, 2025 TIME (START- END): 8:00am to 10:00am
ASSEMBLY TIME: 7:30 setup/10:30 tear down # PARTICIPANTS/VEHICLES: 50-60 (not all at once, come and go)
EVENT LOCATION: Village Point Park
FULL DESCRIPTION OF EVENT (PLEASE LIST ANY TENTS, STAGING, PORT-O-LETS, OR SIMILAR ITEMS THAT WILL BE USED ON-SITE): Fundraising Walk, use gazebo
Participants come and walk and drop off pledge forms.

SPECIAL REQUESTS

ROAD CLOSURE(S) REQUESTS: ☐ Yes* ☒ No *If Yes, please indicate which City Route is requested: _____

WILL YOUR EVENT REQUIRE BARRICADES: ☐ Yes* ☒ No *If Yes, please indicate quantity & location: _____

WILL YOUR EVENT REQUIRE ELECTRICITY: ☐ Yes* ☒ No *If Yes, you must provide your own extension cords

WILL YOUR EVENT REQUIRE WATER: ☐ Yes* ☒ No *If Yes, you must provide your own hose(s)

OTHER SPECIAL ITEMS FOR RENT:

TENTS: 20' X 40' # _____ X \$321.00 10' X 10' # _____ X \$123.00/EACH

TABLES: 8' L # _____ X \$45.00/EACH CHAIRS: # _____ X \$12.00/EACH

OTHER SPECIAL REQUESTS: _____

MARKETING & COMMUNICATIONS

PLEASE NOTE: As a City permitted event, the City of Daphne should be listed as a sponsor on all marketing materials promoting your event, such as, but not limited to, posters, social media outlets, website(s), t-shirts, promo items, etc. It is the event organizer's responsibility to request the official City logo from our Marketing & Events Department in a proper format. No other City of Daphne logo should be utilized. Please initial acknowledgement: SK

Is your event open to the general public? ☒ Yes* ☐ No

* If Yes, do you wish for your event to be listed and/or shared on: www.daphneal.com? ☐ Yes ☒ No
Facebook.com? ☐ Yes ☒ No Instagram? ☐ Yes ☒ No LinkedIn? ☐ Yes ☒ No

MARKETING CONTACT (IF DIFFERENT THAN EVENT APPLICANT OR "ON SITE" EVENT CONTACT):

NAME: Denise Mann CONTACT PHONE: 251-947-2111

OTHER MARKETING REQUESTS: _____

REVENUE/BUSINESS LICENSE

WILL SALES BE GENERATED AT YOUR EVENT: ☐ Yes** ☒ No ** If Yes, please provide your City of Daphne Business License Number here: _____

PLEASE NOTE: If you are providing food trucks or other third-party vendors, they **MUST** be a licensed business with the City of Daphne.

INDEMNITY & HOLD HARMLESS AGREEMENT

In consideration of the permission granted to me by the City of Daphne to use grounds, sidewalks, and/or streets, I hereby indemnify and hold harmless the City of Daphne, its agents, servants and employees from any and all claims and causes of action that may arise from injury to me or third party using the grounds, sidewalks, and/or streets who are injured or suffer property damage that is in any way caused by my use of the grounds, sidewalks, and/or streets. This indemnity and hold harmless agreement is given to the City of Daphne to protect the City and its agents, servants, and employees from cost of defense and claims for injuries and damages that may be caused either directly or indirectly by my use of grounds, sidewalks, and/or streets.

Further, I have read and understand all rules and regulations according to the City of Daphne Ordinance No. 2017-35 as set forth by the governing body of the City of Daphne and will abide by these rules and regulations. I understand that damage to City property, grounds, sidewalks, and/or streets can and will result in additional fees. I also understand that if at any time the City of Daphne appointed Law Enforcement, Code Enforcement, or other personnel feel that said rules and regulations are not being followed the function will be terminated with no refund of said fees.

I have read and understand the above, including the cancellation and indemnity policies.

APPLICANT SIGNATURE: _____

DATE: _____

11/18/24

INTERNAL USE ONLY

DATE REC'D: _____

11/18/2024

CITY CLERK: _____

FIRE DEPT: _____

L.A. Jones

APPROVED ROUTE: _____

POLICE DEPT: _____

W

ROUTE MAP ATTACHED: ☐ Yes ☐ No

PUBLIC WORKS: _____

Waltz

SPORTS & RECREATION: _____

EVENT FEE: ☐ Paid \$ _____ CHK# _____

MARKETING & EVENTS: _____

☐ Waived: _____

** REVENUE: _____

PROOF OF INSURANCE REC'D: ☐ Yes ☐ No

**CITY OF DAPHNE, ALABAMA
RESOLUTION 2024 - 53**

**A RESOLUTION DECLARING CERTAIN PERSONAL PROPERTY SURPLUS AND
AUTHORIZING THE MAYOR TO DISPOSE OF SUCH PROPERTY**

WHEREAS, the management of the City of Daphne has determined that the item listed below is no longer required for public or municipal purposes; and

WHEREAS, the item listed below is recommended for disposal.

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

1. The property listed below is hereby declared to be surplus property; and

DEPT	DESCRIPTION
ANIMAL SH	TEMPORARY ANIMAL KENNEL TRAILER 12' X 16' COMMERCIAL 4 RUN KENNEL

2. The Mayor is authorized to advertise and accept bids through Govdeals.com/Liquidity Services Operations LLC as contracted for the sale of such personal property; and
3. The Mayor is authorized to sell said property to the highest bidder and deposit any and all proceeds to the appropriate City fund. The Mayor is further authorized to direct the disposition of any property which is not claimed by any bidder and sign all necessary documents.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS _____ day of _____, 2024.

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, MMC, City Clerk

**CITY OF DAPHNE, ALABAMA
RESOLUTION 2024 - 54**

**A RESOLUTION DECLARING CERTAIN PERSONAL PROPERTY SURPLUS AND
AUTHORIZING THE MAYOR TO DISPOSE OF SUCH PROPERTY**

WHEREAS, the management of the City of Daphne has determined that the items listed below is no longer required for public or municipal purposes; and

WHEREAS, the items listed below are recommended for disposal.

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

1. The property listed below are hereby declared to be surplus property; and

DEPT	EQ/VEH #	DESCRIPTION	VIN/SN
IT	1006	2006 FORD EXPEDITION	1FMPU155X6LA78818
STREET	771	2000 FORD F-650 FLATBED DUMP BODY	3FDWF6587YMA34211
PD-DET	1060	2006 CHEVY TAHOE SUV-SILVER	1GNEC13Z56R147181
GROUND	1487	2014 DODGE RAM 4500 TRUCK	3C7WRKEJ3EG204018
FACILITIES	1129	2006 FORD E150 VAN	1FTRE14W96HA46434

2. The Mayor is authorized to advertise and accept bids through Govdeals.com/Liquidity Services Operations LLC as contracted for the sale of such personal property; and
3. The Mayor is authorized to sell said property to the highest bidder and deposit any and all proceeds to the appropriate City fund. The Mayor is further authorized to direct the disposition of any property which is not claimed by any bidder and sign all necessary documents.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS _____ day of _____, 2024.

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, MMC, City Clerk

**CITY OF DAPHNE, ALABAMA
RESOLUTION 2024 - 55**

**A RESOLUTION DECLARING CERTAIN PERSONAL PROPERTY SURPLUS AND
AUTHORIZING THE MAYOR TO DISPOSE OF SUCH PROPERTY**

WHEREAS, the management of the City of Daphne has determined that the items listed below are no longer required for public or municipal purposes; and

WHEREAS, the items listed below are recommended for disposal.

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

1. The property listed below are hereby declared to be surplus property; and

DEPT	DESCRIPTION
CIVIC CENTER	TABLES 8' - (48+/-)

2. The Mayor is authorized to advertise and accept bids through Govdeals.com/Liquidity Services Operations LLC as contracted for the sale of such personal property; and
3. The Mayor is authorized to sell said property to the highest bidder and deposit any and all proceeds to the appropriate City fund. The Mayor is further authorized to direct the disposition of any property which is not claimed by any bidder and sign all necessary documents.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS _____ day of _____, 2024.

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, MMC, City Clerk

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2024-37**

**Ordinance to Re-Zone Property Located
Southeast of Champions Way and Alabama Highway 181**

WHEREAS, Fortuna Investments, LLC, Industrial Development Board and the City of Daphne, 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 PUD, Planned Unit Development; and

WHEREAS, said real property is located Southeast of Champions Way and Alabama Highway 181 and more particularly described as follows:

Legal Description of Property to be Re-Zoned to PUD, Planned Unit Development:

Tract 1: Lot 2B of Re-subdivision of Lot 2, DISC Subdivision, as per plat thereof recorded on Slide No. 2943-E of the records in the office of the Judge of Probate, Baldwin County, Alabama.

Tract 2: Lots 3, 5, 6 and Common area 1 of DISC Subdivision, as per plat thereof recorded on Slide No. 2568-E and 2568-F of the records in the office of the Judge of Probate, Baldwin County, Alabama.

Lots 1A, 1B and 7 of IDB Subdivision, a Re-Subdivision of Lots 1 and 7 of DISC Subdivision, as per plat thereof recorded on Slide No. 2714-A of the records in the office of the Judge of Probate, Baldwin County, Alabama.

Lot 4 of DISC Subdivision, as per plat thereof recorded on Slide No. 2568-E and 2568-F in the office of the Judge of Probate, Baldwin County, Alabama.

WHEREAS, at the regular Planning Commission meeting on September 26, 2024, the Commission considered said request and the motion carried for 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 November 18, 2024; 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 PUD, Planned Unit Development, 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 AND REVERSION.

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. This zoning classification is subject to a two (2) year reversionary clause. Two years from the date this Ordinance is enacted, if the site development has not started for the purpose listed herein, the zoning shall be null and void and the property shall revert to the prior zoning district. Refer to Section 22-2, Reversionary Clause, of the Daphne Land Use and Development Ordinance.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS ____ DAY OF _____, 2024.

Attest:

Robin LeJeune, Mayor

Candace G. Antinarella, MMC, City Clerk

CITY OF DAPHNE, ALABAMA
ORDINANCE 2024-38

AN ORDINANCE FOR COMMUNITY GRANTS

WHEREAS, the City Council of the City of Daphne adopted Ordinance 2020-39, an Ordinance Establishing a Policy for Community Grants as determined that it is in the public interest to provide limited financial assistance to community groups and organizations within the community to assist with activities or special events that advances a public purpose. This support is in recognition of the value of these activities to the benefit, growth and spirit of the public community and in helping the municipality retain a strong community focus; and

WHEREAS, the Council has determined that the City’s policy for community grants should be amended for Fiscal Year 2026.

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

SECTION 1. DEFINITIONS

Unless the context clearly indicates a different meaning, the words, terms and phrases used in this Ordinance shall have the following respective meanings:

“City” shall mean the City of Daphne in the State of Alabama.

“Competitive teams” shall mean any group of individuals working together in a competitive activity which includes but is not limited to sports, cheerleading, dancing, music, debate, chess, scholastic trivia, robotics, and other competitive group activities.

“Complete application form” shall mean a properly filled out application and all supporting documents.

“Person” shall mean any person, entity, firm, corporation, partnership, association, administrator, trustee, or other fiduciary.

“Public purpose” shall mean the objective of the promotion of public health, safety, morals, security, prosperity, contentment, and the general welfare of the community.

SECTION 2. COMMUNITY GRANT PROGRAM

The City of Daphne hereby adopts a Community Grant Program (hereinafter “CGP”). This Ordinance does not specially commit the City to any particular contribution of funds. As part of the

annual budgeting process the City Council will determine the financial commitment to the Community Grant Program.

SECTION 3. APPLICABILITY

Outside entities which provide public benefit, but not direct financial benefit, to the City of Daphne may only be funded by the City of Daphne in accordance with the CGP established herein. The CGP shall not apply to contributions and requests for contributions for memberships, dues, or contributions to entities whose efforts provide direct revenue to the City of Daphne. The City Council and Mayor shall jointly decide which entities must enter the CGP and which entities qualify under the aforementioned membership/dues/contributions exception to the CGP. Only upon extraordinary circumstances shown, the City Council may consider an exception to the terms and conditions of this ordinance. This exception may be granted by no less than five members of the City Council voting to approve such an exception.

SECTION 4. FUNDING CATEGORIES

The City has determined that there are classifications of activities that serve a Public Purpose and that benefit the citizens of the City of Daphne. These classifications include but are not limited to education, arts, culture, community beautification, environmental awareness, community heritage, supporting youth and seniors, tourism and economic development.

SECTION 5. FUNDING LIMITATIONS

(a) The CGP has an annual maximum budget of one half of one percent (0.5%) of Budgeted Revenues for the General Fund. Annual contributions shall be limited to a maximum of five thousand dollars (\$5,000) per entity for Fiscal year 2025 and increase to seven thousand five hundred dollars (\$7,500) per entity in Fiscal year 2026 (hereinafter “Grant Cap”).

(b) Due to the high number of funding requests from youth competitive teams, requests for contributions to competitive teams shall be treated as follows:

i. For competitive teams associated with a public school located in the City of Daphne, CGP contributions shall only be considered for such competitive teams who will travel away from Daphne to participate in a statewide, multi-state regional, national, or international competition..

ii. For competitive teams based within the City of Daphne that are not associated with a public school, CGP contributions shall only be considered for such competitive teams who will travel at least 150 miles away from the City of Daphne (or less if overnight stay is required) to participate in a multi-state regional, national, or international competition. Competitive sport teams that never or rarely compete within the City of Daphne (i.e., “travel ball”) shall not be eligible for CGP funding.

iii. If time allows, a request for CGP contributions to a competitive team shall be presented to the City Council for consideration at a regularly-scheduled Council meeting. If a competitive team’s need for funding arises under circumstances that do not allow enough time for the request to be presented to the City Council at a regularly-scheduled Council meeting, the Mayor, upon conferring with and obtaining approval from the Council President

and Vice-President, may consider such a request and shall have the authority to approve or deny such a request.

iv. Annual CGP contributions to competitive teams shall be limited to a maximum of eight thousand dollars (\$8,000) per year. For competitive teams with fewer than thirty (30) participants, annual CGP contributions shall be limited to a maximum of five hundred dollars (\$500) per entity. For competitive teams with thirty (30) or more participants, annual CGP contributions shall be limited to a maximum of one thousand dollars (\$1,000) per entity.

v. Any contribution to a competitive team shall be included in the annual maximum budget for the CGP unless the Council determines, on a case-by-case basis, that a particular competitive team's activities will or may result in direct revenue to the City of Daphne.

SECTION 6. APPLICATION PROCESS

The City will create an approved Community Grant Application Form. The current version of the Community Grant Application Form is herein attached as an example but is not the definitive form. The form may be altered periodically by the Mayor or his designee. This Form will be the only manner in which a request for CGP funds will be entertained. The Application Form will specifically require that the applicant submit the organization's most recent audited financial statements. In the event that the organization does not have their financial statements audited, the most recent non-audited statements may satisfy the submission requirement. The Mayor has certain obligations and duties regarding the budget. Due to these obligations the Mayor will determine the deadline for submissions for the next fiscal year. Said deadline may appear on the Community Grant Form and/or by contacting City Hall.

Application forms will be available upon request from the City Clerk's office.

SECTION 7. SCHOOLS

The schools within the Daphne school feeder pattern of Daphne will not be funded directly and instead may only be provided funding through the Supporting Educational Enrichment in Daphne's Schools (hereinafter "SEEDS"). The maximum request from SEEDS will reflect the Contribution Cap for each of the participating schools within the Daphne city limits in addition to SEEDS individually each fiscal year. Therefore SEEDS, and by extension the public schools, are limited to the number of participating schools plus one (SEEDS itself) multiplied by the Grant Cap. Thus the amount paid directly to SEEDS may exceed the Grant Cap, but the amount utilized by SEEDS individually and not as a pass through will not exceed the maximum. Any other pass-through arrangement shall be disfavored.

SECTION 8. ANNUAL AUDIT

Should a participant in the CGP receive funds, the City reserves the right to inspect and audit any and all expenditures related to the CGP funds. If the CGP participant is non-cooperative or

cannot provide satisfactory back up documentation, their eligibility for future CGP funds will be suspended indefinitely.

SECTION 9. MAINTENANCE OF RECORDS

It shall be the duty of every person/entity receiving CGP funds to keep and preserve suitable records of the use of said funds. Such records shall be kept and preserved for a period of three (3) years and shall be open for examination at any time by the duly authorized representative of the City.

SECTION 10. SEVERABILITY

If any section, subsection, clause, provision or part of this Ordinance shall be held to be invalid or unconstitutional in a court of competent jurisdiction, such holding or holding shall not affect any other section, subsection, clause, provision or part of this Ordinance which is in itself and of itself valid and constitutional.

SECTION 11. REPEALER

This Ordinance expressly repeals and replaces Ordinance 2020-39. All other ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 12. 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 publication as required by law.

SECTION 13. INFORMATION MAY NOT BE DIVULGED

It shall be unlawful for any person connected with the administration of this Ordinance to divulge any information obtained by him/her in the course of inspection and examination of the books of account, invoices, bank statements, sales tax records, state and federal income tax records, or other reports and memoranda or the taxpayer made pursuant to the provisions hereof, except to the Mayor, the City Council, the City Attorney, the City Finance Director, or their agents or representative connected with the administration of this Code, or pursuant to court proceedings or process.

ADOPTED AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, ON THIS THE ____ DAY OF _____, 2024.

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, MMC, City Clerk

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2024-39**

An Ordinance Adopting Classification and Compensation Plan

WHEREAS, Ordinance 2021-52 approved and adopted the current City of Daphne Job Classification and Compensation Plan; and

WHEREAS, such Classification and Compensation Plan has not been reviewed and updated with market data in three years; and

WHEREAS, the City of Daphne entered into a contract with Evergreen Solutions, LLC to conduct a market study, job analysis, and classification analysis of certain City positions; and

WHEREAS, such study has been completed and the proposed Compensation and Classification Plan has been reviewed by the Mayor and City Council and believed to be a viable plan.

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

The Job Classification Schedule with Classification Title, Pay Grade and Salary Range attached as Exhibit A is hereby established as the City of Daphne Job Classification Schedule with the effective date of December 12, 2024.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS _____ day of _____, 2024.

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, City Clerk, MMC

Grade	Classification Title	Annual Hours	Min Hourly	Min Annual	Mid Hourly	Mid Annual	Max Hourly	Max Annual	FLSA
1	Custodian	2080	\$ 15.11	\$ 31,428.80	\$ 19.64	\$ 40,857.44	\$ 24.18	\$ 50,286.08	NE
	Fitness Associate	1040	\$ 15.11	\$ 15,714.40	\$ 19.64	\$ 20,425.60	\$ 24.18	\$ 25,147.20	NE
	Kennel Technician I	2080	\$ 15.11	\$ 31,428.80	\$ 19.64	\$ 40,857.44	\$ 24.18	\$ 50,286.08	NE
	SAIL Site Driver	1040	\$ 15.11	\$ 15,714.40	\$ 19.64	\$ 20,425.60	\$ 24.18	\$ 25,147.20	NE
	Tennis Associate	1040	\$ 15.11	\$ 15,714.40	\$ 19.64	\$ 20,425.60	\$ 24.18	\$ 25,147.20	NE
2	Athletic Program Associate	2080	\$ 15.49	\$ 32,214.52	\$ 20.13	\$ 41,878.88	\$ 24.78	\$ 51,543.23	NE
	Event Assistant	2080	\$ 15.49	\$ 32,214.52	\$ 20.13	\$ 41,878.88	\$ 24.78	\$ 51,543.23	NE
	Professional Tennis Instructor	2080	\$ 15.49	\$ 32,214.52	\$ 20.13	\$ 41,878.88	\$ 24.78	\$ 51,543.23	NE
	SAIL Site Assistant	2080	\$ 15.49	\$ 32,214.52	\$ 20.13	\$ 41,878.88	\$ 24.78	\$ 51,543.23	NE
3	Kennel Technician II	2080	\$ 15.87	\$ 33,019.88	\$ 20.64	\$ 42,925.85	\$ 25.40	\$ 52,831.81	NE
4	Office Assistant	2080	\$ 16.27	\$ 33,845.38	\$ 21.15	\$ 43,998.99	\$ 26.03	\$ 54,152.61	NE
	Library Aide	2080	\$ 16.27	\$ 33,845.38	\$ 21.15	\$ 43,998.99	\$ 26.03	\$ 54,152.61	NE
5	Administrative Support Specialist I	2080	\$ 16.68	\$ 34,691.51	\$ 21.68	\$ 45,098.97	\$ 26.69	\$ 55,506.42	NE
	Animal Placement Representative	2080	\$ 16.68	\$ 34,691.51	\$ 21.68	\$ 45,098.97	\$ 26.69	\$ 55,506.42	NE
6	Field Maintenance Worker I	2080	\$ 17.10	\$ 35,558.80	\$ 22.22	\$ 46,226.44	\$ 27.35	\$ 56,894.08	NE
	Landscape Maintenance Worker I	2080	\$ 17.10	\$ 35,558.80	\$ 22.22	\$ 46,226.44	\$ 27.35	\$ 56,894.08	NE
	Mowing Maintenance Worker I	2080	\$ 17.10	\$ 35,558.80	\$ 22.22	\$ 46,226.44	\$ 27.35	\$ 56,894.08	NE
7	Administrative Support Specialist II	2080	\$ 17.52	\$ 36,447.77	\$ 22.78	\$ 47,382.10	\$ 28.04	\$ 58,316.44	NE
8	Library Services Technician	2080	\$ 17.96	\$ 37,358.97	\$ 23.35	\$ 48,566.66	\$ 28.74	\$ 59,774.35	NE
	Street Maintenance Worker I	2080	\$ 17.96	\$ 37,358.97	\$ 23.35	\$ 48,566.66	\$ 28.74	\$ 59,774.35	NE
9	Animal Control Officer	2080	\$ 18.41	\$ 38,292.94	\$ 23.93	\$ 49,780.82	\$ 29.46	\$ 61,268.71	NE
	Field Maintenance Worker II	2080	\$ 18.41	\$ 38,292.94	\$ 23.93	\$ 49,780.82	\$ 29.46	\$ 61,268.71	NE
	Firefighter	2808	\$ 18.41	\$ 51,695.28	\$ 23.93	\$ 67,203.86	\$ 29.46	\$ 82,712.45	NE
	Landscape Maintenance Worker II	2080	\$ 18.41	\$ 38,292.94	\$ 23.93	\$ 49,780.82	\$ 29.46	\$ 61,268.71	NE
	Mowing Maintenance Worker II	2080	\$ 18.41	\$ 38,292.94	\$ 23.93	\$ 49,780.82	\$ 29.46	\$ 61,268.71	NE
10	Event Services Supervisor	2080	\$ 18.87	\$ 39,250.26	\$ 24.53	\$ 51,025.34	\$ 30.19	\$ 62,800.42	NE
11	Accounting Technician	2080	\$ 19.34	\$ 40,231.52	\$ 25.14	\$ 52,300.98	\$ 30.95	\$ 64,370.43	NE
	Equipment Operator	2080	\$ 19.34	\$ 40,231.52	\$ 25.14	\$ 52,300.98	\$ 30.95	\$ 64,370.43	NE
	Street Maintenance Worker II	2080	\$ 19.34	\$ 40,231.52	\$ 25.14	\$ 52,300.98	\$ 30.95	\$ 64,370.43	NE
12	Administrative Assistant	2080	\$ 19.83	\$ 41,237.31	\$ 25.77	\$ 53,608.50	\$ 31.72	\$ 65,979.69	NE
	Corrections Officer I	2184	\$ 19.83	\$ 43,298.44	\$ 25.77	\$ 56,287.97	\$ 31.72	\$ 69,277.51	NE
	Facility Maintenance Tech I	2080	\$ 19.83	\$ 41,237.31	\$ 25.77	\$ 53,608.50	\$ 31.72	\$ 65,979.69	NE
	Mechanic I	2080	\$ 19.83	\$ 41,237.31	\$ 25.77	\$ 53,608.50	\$ 31.72	\$ 65,979.69	NE
	Permit Technician	2080	\$ 19.83	\$ 41,237.31	\$ 25.77	\$ 53,608.50	\$ 31.72	\$ 65,979.69	NE
	PW/EMA Assistant	2080	\$ 19.83	\$ 41,237.31	\$ 25.77	\$ 53,608.50	\$ 31.72	\$ 65,979.69	NE
	Telecommunicator I	2080	\$ 19.83	\$ 41,237.31	\$ 25.77	\$ 53,608.50	\$ 31.72	\$ 65,979.69	NE
13	Fire Medic	2808	\$ 20.52	\$ 57,618.62	\$ 27.68	\$ 74,904.20	\$ 33.83	\$ 92,189.79	NE
	Herbicide Spray Technician	2080	\$ 20.52	\$ 42,680.61	\$ 26.68	\$ 55,484.80	\$ 32.83	\$ 68,288.98	NE
	Medium Equipment Operator	2080	\$ 20.52	\$ 42,680.61	\$ 26.68	\$ 55,484.80	\$ 32.83	\$ 68,288.98	NE
	Municipal Court Magistrate	2080	\$ 20.52	\$ 42,680.61	\$ 26.68	\$ 55,484.80	\$ 32.83	\$ 68,288.98	NE
	Solid Waste Route Operator	2080	\$ 20.52	\$ 42,680.61	\$ 26.68	\$ 55,484.80	\$ 32.83	\$ 68,288.98	NE
14	Code Enforcement Officer	2080	\$ 21.24	\$ 44,174.44	\$ 27.61	\$ 57,426.77	\$ 33.98	\$ 70,679.10	NE
	Corrections Officer II	2184	\$ 21.24	\$ 46,382.37	\$ 27.61	\$ 60,297.08	\$ 33.98	\$ 74,211.80	NE
	Crew Leader, Field Maintenance	2080	\$ 21.24	\$ 44,174.44	\$ 27.61	\$ 57,426.77	\$ 33.98	\$ 70,679.10	NE
	Crew Leader, Landscape Maintenance	2080	\$ 21.24	\$ 44,174.44	\$ 27.61	\$ 57,426.77	\$ 33.98	\$ 70,679.10	NE
	Crew Leader, Mowing Maintenance	2080	\$ 21.24	\$ 44,174.44	\$ 27.61	\$ 57,426.77	\$ 33.98	\$ 70,679.10	NE
	Facility Maintenance Tech II	2080	\$ 21.24	\$ 44,174.44	\$ 27.61	\$ 57,426.77	\$ 33.98	\$ 70,679.10	NE

	Fire Apparatus Engineer	2808	\$	21.24	\$ 59,641.92	\$	28.61	\$ 80,336.88	\$	34.98	\$ 98,223.84	NE
	Mechanic II	2080	\$	21.24	\$ 44,174.44	\$	27.61	\$ 57,426.77	\$	33.98	\$ 70,679.10	NE
	Solid Waste Coordinator	2080	\$	21.24	\$ 44,174.44	\$	27.61	\$ 57,426.77	\$	33.98	\$ 70,679.10	NE
	Telecommunicator II	2080	\$	21.24	\$ 44,174.44	\$	27.61	\$ 57,426.77	\$	33.98	\$ 70,679.10	NE
15	Assistant Chief Corrections Officer	2184	\$	21.98	\$ 48,005.76	\$	28.58	\$ 62,407.48	\$	35.17	\$ 76,809.21	NE
	Crime Scene Technician	2080	\$	21.98	\$ 45,720.54	\$	28.58	\$ 59,436.70	\$	35.17	\$ 73,152.87	NE
	IT Technician	2080	\$	21.98	\$ 45,720.54	\$	28.58	\$ 59,436.70	\$	35.17	\$ 73,152.87	NE
	Municipal Court Magistrate II	2080	\$	21.98	\$ 45,720.54	\$	28.58	\$ 59,436.70	\$	35.17	\$ 73,152.87	NE
	Planning Coordinator	2080	\$	21.98	\$ 45,720.54	\$	28.58	\$ 59,436.70	\$	35.17	\$ 73,152.87	NE
16	Assistant City Clerk	2080	\$	22.75	\$ 47,320.76	\$	29.58	\$ 61,516.99	\$	36.40	\$ 75,713.22	NE
	Cataloger I	2080	\$	22.75	\$ 47,320.76	\$	29.58	\$ 61,516.99	\$	36.40	\$ 75,713.22	NE
	Crew Leader, Facility Maintenance	2080	\$	22.75	\$ 47,320.76	\$	29.58	\$ 61,516.99	\$	36.40	\$ 75,713.22	NE
	Crew Leader, Mechanical Maintenance	2080	\$	22.75	\$ 47,320.76	\$	29.58	\$ 61,516.99	\$	36.40	\$ 75,713.22	NE
	Crew Leader, Solid Waste	2080	\$	22.75	\$ 47,320.76	\$	29.58	\$ 61,516.99	\$	36.40	\$ 75,713.22	NE
	Crew Leader, Street Maintenance	2080	\$	22.75	\$ 47,320.76	\$	29.58	\$ 61,516.99	\$	36.40	\$ 75,713.22	NE
	Executive Assistant	2080	\$	22.75	\$ 47,320.76	\$	29.58	\$ 61,516.99	\$	36.40	\$ 75,713.22	NE
	Fire Lieutenant	2808	\$	22.75	\$ 63,882.79	\$	30.58	\$ 83,047.63	\$	37.40	\$ 102,212.47	NE
	HR Specialist	2080	\$	22.75	\$ 47,320.76	\$	29.58	\$ 61,516.99	\$	36.40	\$ 75,713.22	NE
	Media Marketing Specialist	2080	\$	22.75	\$ 47,320.76	\$	29.58	\$ 61,516.99	\$	36.40	\$ 75,713.22	NE
17	Detective	2184	\$	23.55	\$ 51,424.97	\$	32.61	\$ 66,852.46	\$	39.67	\$ 82,279.95	NE
	Patrol Officer	2184	\$	23.55	\$ 51,424.97	\$	32.61	\$ 66,852.46	\$	39.67	\$ 82,279.95	NE
	School Resource Officer	2184	\$	23.55	\$ 51,424.97	\$	32.61	\$ 66,852.46	\$	39.67	\$ 82,279.95	NE
	Tennis Facility Coordinator	2080	\$	23.55	\$ 48,976.99	\$	30.61	\$ 63,670.08	\$	37.67	\$ 78,363.18	E
18	Accountant I	2080	\$	24.37	\$ 50,691.18	\$	31.68	\$ 65,898.54	\$	38.99	\$ 81,105.89	E
	Building Inspector I	2080	\$	24.37	\$ 50,691.18	\$	31.68	\$ 65,898.54	\$	38.99	\$ 81,105.89	NE
	Cataloger II	2080	\$	24.37	\$ 50,691.18	\$	31.68	\$ 65,898.54	\$	38.99	\$ 81,105.89	NE
	Chief Corrections Officer	2184	\$	24.37	\$ 53,224.84	\$	31.68	\$ 69,192.29	\$	38.99	\$ 85,159.74	NE
	Chief Telecommunicator	2080	\$	24.37	\$ 50,691.18	\$	31.68	\$ 65,898.54	\$	38.99	\$ 81,105.89	NE
	Children's Librarian	2080	\$	24.37	\$ 50,691.18	\$	31.68	\$ 65,898.54	\$	38.99	\$ 81,105.89	E
	Circulation Supervisor	2080	\$	24.37	\$ 50,691.18	\$	31.68	\$ 65,898.54	\$	38.99	\$ 81,105.89	E
	Reference Librarian	2080	\$	24.37	\$ 50,691.18	\$	31.68	\$ 65,898.54	\$	38.99	\$ 81,105.89	E
	Special Collections Librarian	2080	\$	24.37	\$ 50,691.18	\$	31.68	\$ 65,898.54	\$	38.99	\$ 81,105.89	E
	Young Adult Librarian	2080	\$	24.37	\$ 50,691.18	\$	31.68	\$ 65,898.54	\$	38.99	\$ 81,105.89	E
19	Building Inspector II	2080	\$	25.22	\$ 52,465.37	\$	32.79	\$ 68,204.99	\$	40.36	\$ 83,944.60	NE
	Field Maintenance Supervisor	2080	\$	25.22	\$ 52,465.37	\$	32.79	\$ 68,204.99	\$	40.36	\$ 83,944.60	NE
	Fire Captain	2808	\$	25.22	\$ 70,827.99	\$	33.79	\$ 92,076.39	\$	41.36	\$ 113,324.79	NE
	Landscape Maintenance Supervisor	2080	\$	25.22	\$ 52,465.37	\$	32.79	\$ 68,204.99	\$	40.36	\$ 83,944.60	NE
	Marketing Coordinator	2080	\$	25.22	\$ 52,465.37	\$	32.79	\$ 68,204.99	\$	40.36	\$ 83,944.60	E
	Mowing Maintenance Supervisor	2080	\$	25.22	\$ 52,465.37	\$	32.79	\$ 68,204.99	\$	40.36	\$ 83,944.60	NE
	Planner	2080	\$	25.22	\$ 52,465.37	\$	32.79	\$ 68,204.99	\$	40.36	\$ 83,944.60	E
	Revenue Officer	2080	\$	25.22	\$ 52,465.37	\$	32.79	\$ 68,204.99	\$	40.36	\$ 83,944.60	E
20	Accountant II	2080	\$	26.11	\$ 54,301.66	\$	33.94	\$ 70,592.16	\$	41.77	\$ 86,882.66	E
	Athletic Program Manager	2080	\$	26.11	\$ 54,301.66	\$	33.94	\$ 70,592.16	\$	41.77	\$ 86,882.66	E
	Fire/EMS Training Specialist	1404	\$	26.11	\$ 36,658.44	\$	33.94	\$ 47,651.76	\$	41.77	\$ 58,645.08	NE
	GIS Analyst	2080	\$	26.11	\$ 54,301.66	\$	33.94	\$ 70,592.16	\$	41.77	\$ 86,882.66	E
	Safety Coordinator	2080	\$	26.11	\$ 54,301.66	\$	33.94	\$ 70,592.16	\$	41.77	\$ 86,882.66	E
	Senior Human Resource Specialist	2080	\$	26.11	\$ 54,301.66	\$	33.94	\$ 70,592.16	\$	41.77	\$ 86,882.66	E
	Site Containment Inspector I	2080	\$	26.11	\$ 54,301.66	\$	33.94	\$ 70,592.16	\$	41.77	\$ 86,882.66	NE
21	Civic Center Manager	2080	\$	27.02	\$ 56,202.22	\$	35.13	\$ 73,062.89	\$	43.23	\$ 89,923.55	E
	Fire Battalion Chief	2808	\$	27.02	\$ 75,872.72	\$	36.13	\$ 98,634.53	\$	44.23	\$ 121,396.35	E
	Police Corporal	2184	\$	27.02	\$ 59,011.33	\$	36.13	\$ 76,714.73	\$	44.23	\$ 94,418.13	NE
	Police Training Coordinator	2184	\$	27.02	\$ 59,011.33	\$	36.13	\$ 76,714.73	\$	44.23	\$ 94,418.13	NE
22	Mechanical Maintenance Supervisor	2080	\$	27.97	\$ 58,169.30	\$	36.36	\$ 75,620.09	\$	44.75	\$ 93,070.88	NE

	Street Maintenance Supervisor	2080	\$ 27.97	\$ 58,169.30	\$ 36.36	\$ 75,620.09	\$ 44.75	\$ 93,070.88	NE
23	Accountant III	2080	\$ 28.94	\$ 60,205.22	\$ 37.63	\$ 78,266.79	\$ 46.31	\$ 96,328.36	E
	Animal Services Manager	2080	\$ 28.94	\$ 60,205.22	\$ 37.63	\$ 78,266.79	\$ 46.31	\$ 96,328.36	E
	Environmental Program Manager	2080	\$ 28.94	\$ 60,205.22	\$ 37.63	\$ 78,266.79	\$ 46.31	\$ 96,328.36	E
	Facility Maintenance Manager	2080	\$ 28.94	\$ 60,205.22	\$ 37.63	\$ 78,266.79	\$ 46.31	\$ 96,328.36	E
	Municipal Court Administrator	2080	\$ 28.94	\$ 60,205.22	\$ 37.63	\$ 78,266.79	\$ 46.31	\$ 96,328.36	E
	Solid Waste Manager	2080	\$ 28.94	\$ 60,205.22	\$ 37.63	\$ 78,266.79	\$ 46.31	\$ 96,328.36	E
	Systems Administrator	2080	\$ 28.94	\$ 60,205.22	\$ 37.63	\$ 78,266.79	\$ 46.31	\$ 96,328.36	E
24	Sales & Tourism Manager	2808	\$ 29.96	\$ 62,312.41	\$ 38.95	\$ 81,006.13	\$ 47.93	\$ 99,699.85	E
	Sergeant	2184	\$ 29.96	\$ 65,426.92	\$ 38.95	\$ 85,054.99	\$ 47.93	\$ 104,683.07	NE
25	Community Services Program Manager	2080	\$ 31.01	\$ 64,493.34	\$ 40.31	\$ 83,841.34	\$ 49.61	\$ 103,189.34	E
	Deputy Fire Marshal	2080	\$ 31.01	\$ 64,493.34	\$ 40.31	\$ 83,841.34	\$ 49.61	\$ 103,189.34	E
	Sports Parks Manager	2080	\$ 31.01	\$ 64,493.34	\$ 40.31	\$ 83,841.34	\$ 49.61	\$ 103,189.34	E
26		2080	\$ 32.09	\$ 66,750.61	\$ 41.72	\$ 86,775.79	\$ 51.35	\$ 106,800.97	
27	Police Lieutenant	2080	\$ 33.21	\$ 69,086.88	\$ 43.18	\$ 89,812.94	\$ 53.14	\$ 110,539.00	E
28		2080	\$ 34.38	\$ 71,504.92	\$ 44.69	\$ 92,956.39	\$ 55.00	\$ 114,407.87	
29	City Clerk	2080	\$ 35.58	\$ 74,007.59	\$ 46.25	\$ 96,209.87	\$ 56.93	\$ 118,412.14	E
30	Fire Marshal	2080	\$ 37.00	\$ 76,967.89	\$ 48.10	\$ 100,058.26	\$ 59.21	\$ 123,148.63	E
31	Deputy Director, Finance	2080	\$ 38.48	\$ 80,046.61	\$ 50.03	\$ 104,060.59	\$ 61.57	\$ 128,074.58	E
	Deputy Director, Human Resources	2080	\$ 38.48	\$ 80,046.61	\$ 50.03	\$ 104,060.59	\$ 61.57	\$ 128,074.58	E
	Deputy Director, Public Works	2080	\$ 38.48	\$ 80,046.61	\$ 50.03	\$ 104,060.59	\$ 61.57	\$ 128,074.58	E
	Deputy Director, Sports & Recreation	2080	\$ 38.48	\$ 80,046.61	\$ 50.03	\$ 104,060.59	\$ 61.57	\$ 128,074.58	E
32		2080	\$ 40.02	\$ 83,248.47	\$ 52.03	\$ 108,223.02	\$ 64.04	\$ 133,197.56	
33	Director, Library	2080	\$ 41.62	\$ 86,578.41	\$ 54.11	\$ 112,551.94	\$ 66.60	\$ 138,525.46	E
	Police Captain	2080	\$ 41.62	\$ 86,578.41	\$ 54.11	\$ 112,551.94	\$ 66.60	\$ 138,525.46	E
34	Building Inspections Official	2080	\$ 43.29	\$ 90,041.55	\$ 56.28	\$ 117,054.01	\$ 69.26	\$ 144,066.48	E
	Director, Events & Marketing	2080	\$ 43.29	\$ 90,041.55	\$ 56.28	\$ 117,054.01	\$ 69.26	\$ 144,066.48	E
35		2080	\$ 45.02	\$ 93,643.21	\$ 58.53	\$ 121,736.18	\$ 72.03	\$ 149,829.14	E
36	Director, Community Development	2080	\$ 47.05	\$ 97,857.16	\$ 61.16	\$ 127,214.30	\$ 75.27	\$ 156,571.45	E
	Director, Finance	2080	\$ 47.05	\$ 97,857.16	\$ 61.16	\$ 127,214.30	\$ 75.27	\$ 156,571.45	E
	Director, Human Resources	2080	\$ 47.05	\$ 97,857.16	\$ 61.16	\$ 127,214.30	\$ 75.27	\$ 156,571.45	E
	Director, IT	2080	\$ 47.05	\$ 97,857.16	\$ 61.16	\$ 127,214.30	\$ 75.27	\$ 156,571.45	E
	Director, Sports & Recreation	2080	\$ 47.05	\$ 97,857.16	\$ 61.16	\$ 127,214.30	\$ 75.27	\$ 156,571.45	E
37	City Engineer	2080	\$ 49.16	\$ 102,260.73	\$ 63.91	\$ 132,938.95	\$ 78.66	\$ 163,617.17	E
	Director, Public Works	2080	\$ 49.16	\$ 102,260.73	\$ 63.91	\$ 132,938.95	\$ 78.66	\$ 163,617.17	E
38		2080	\$ 51.38	\$ 106,862.46	\$ 66.79	\$ 138,921.20	\$ 82.20	\$ 170,979.94	
39	Executive Director, City Development	2080	\$ 53.69	\$ 111,671.27	\$ 69.79	\$ 145,172.65	\$ 85.90	\$ 178,674.04	E
	Fire Chief	2080	\$ 53.69	\$ 111,671.27	\$ 69.79	\$ 145,172.65	\$ 85.90	\$ 178,674.04	E
	Police Chief	2080	\$ 53.69	\$ 111,671.27	\$ 69.79	\$ 145,172.65	\$ 85.90	\$ 178,674.04	E
40		2080	\$ 56.10	\$ 116,696.48	\$ 72.94	\$ 151,705.42	\$ 89.77	\$ 186,714.37	

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2024-40**

**AN ORDINANCE GRANTING NON-EXCLUSIVE AUTHORIZATION TO
BALDWIN COUNTY SEWER SERVICE, LLC FOR THE PURPOSE OF
CONSTRUCTING AND MAINTAINING A SANITARY SEWER SYSTEM WITHIN
CERTAIN PUBLIC RIGHTS-OF-WAY WITHIN THE CITY OF DAPHNE,
ALABAMA**

WHEREAS, Baldwin County Sewer Service, LLC (the “Company”) provides sewer service within the City of Daphne, Alabama (the “City”); and

WHEREAS, the Company desires to continue providing sewer service within the City, and to expand at times and maintain its sanitary sewer system within certain public rights-of-way within the City; and

WHEREAS, the City wishes to accommodate the Company’s desire and grant authorization to allow the Company to continue providing sewer service within the City, including the construction and maintenance of new facilities and the maintenance of existing facilities, 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 the Company a non-exclusive right to construct and maintain a sanitary sewer system 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 _____, 2024 (the “Effective Date”), by and between the CITY OF DAPHNE, ALABAMA (the “City”), and BALDWIN COUNTY SEWER SERVICE, LLC (the “Company”). The City and the Company 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 sanitary sewer system within the City; and

WHEREAS, the Company is qualified to do business in the State of Alabama and desires to provide sanitary sewer service within the City; and

WHEREAS, the City and the Company desire to enter into this Agreement concerning the installation and maintenance of a sanitary sewer system 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) “Control” shall have the meaning set forth in Section 13 of this Agreement.
- (b) “Customer(s)” means a Person who lawfully receives Services with the Company’s express permission within the City.
- (c) “Effective Date” shall have the meaning set forth in the preamble of this Agreement.
- (d) “Facilities” means all structures or systems designed for the collection, transmission, treatment, or disposal of sewage owned or controlled by the Company, including without limitation any pipes, trunk mains, interceptors, manholes, flow monitoring/metering manholes, clean-outs, grease traps, grit traps, oil/water separators, neutralization tanks, wyes, laterals, and any and all other equipment, appurtenances and fixtures as may be reasonably necessary or desirable in the operation of a sanitary sewer 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 all income and revenue directly or indirectly received by the Company from the operation of the System in providing Services to Customers whose property receiving service is located within the City. Gross Revenues shall not include (i) any taxes on Services furnished by the Company by any municipality, state, or other governmental unit and collected by the Company for such governmental unit; (ii) non-operating revenues such as interest income or gain from the sale of an asset; (iii) site acquisition, construction management or supervision fees related to or incurred in support of the installation of the Facilities; (iv) contributions of capital by any third party to reimburse the Company in whole or in part for the installation of the Facilities; and/or (v) any revenues received by the Company for services provided to customers whose property receiving service lies outside the City.
- (h) “License Fee” shall have the meaning set forth in Section 9(a) of this Agreement.
- (i) “Person” shall mean any person, firm, partnership, association, corporation, limited liability company, or organization of any kind.
- (j) “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.
- (k) “Service Area” means those areas within the corporate limits of the City of Daphne where the Company provides Services.
- (l) “Services” means the offering of sanitary sewer services, including septic tank pumping services, 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.

(m) “System” means the sewer Facilities which are owned and operated by the Company.

(n) “Term” shall have the meaning set forth in Section 3 of this Agreement.

2. **Grant.** In consideration of the benefits to accrue to the City and the inhabitants thereof, the City hereby grants the Company the non-exclusive right and license to construct, own, maintain, operate, extend and enlarge in the City a plant or system for the collection, treatment, or disposal of sewage for all purposes whatsoever in and through the City and a non-exclusive franchise to provide sewer services to customers located within the City (the “Franchise”). Subject to the terms of this Agreement and applicable law, the Company may construct, own, maintain, operate, extend and enlarge its sanitary sewer system in any Rights-of-Way. The City will not vacate any public Right-of-Way containing any Facilities without first advising the Company of its intention to vacate the Right-of-Way and cooperating with the Company in reasonable attempts to obtain the necessary property rights to maintain the Facilities in the Right-of-Way. The Company shall have the power and authority, subject to applicable law, to make, adopt and enforce rates, rules and regulations for the furnishing of sewer services and for the reasonable operation of its System. The City will not prohibit the Company from making connections of the Facilities to new customers or providing service to new accounts within the territorial limits of City.

3. **Term.** The franchise granted under this Agreement shall be for an initial term of ten (10) years from the Effective Date, unless otherwise lawfully terminated (the “Term”). Upon the expiration of the initial ten year term, the Company and the City may mutually agree to renew this Agreement for one (1) additional ten (10) year term by executing a renewal of this Agreement prior to the expiration of the Term. Any renewal of this Agreement shall be performed in accordance with applicable laws.

4. **Installation of Facilities.** The Company shall not install any new Facilities in any Right-of-Way without having received a permit from the City, which permit shall be approved, as long as the proposed new Facilities are in compliance with the terms of this Section 4. The Company 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. The Company 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) The Company shall hold a pre-construction meeting with the City at least ten (10) days prior to beginning the installation within the public Right-of-Way of any line extension greater than 1 mile in length to advise the City of its planned activities.

(b) The Company agrees to supply the City with a construction sketch or drawing prepared in GIS format showing the proposed general location of all collection or transmission line extensions to be installed in public Right-of-Way, less than 1 mile in length. For line collection or transmission line extensions 1 mile or greater in length, digital drawings shall be provided in a compatible version of GIS and/or Autocad 2000. For lift stations and grinder pumps installed on private property, no sketch or drawing shall be required to be submitted to the City by the Company. No sketch or drawing shall be required to be submitted to the City by the Company to install a service line to a customer. Any required digital drawings of construction plans shall be submitted ten (10) days prior to construction and digital as-built drawings within six (6) months

of the completion of any construction. Final as-built 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) The Company agrees to “white-line” its path for planned construction for the day of construction.

(d) The Company lines shall have at least a 12” separation vertically and at least 24” separation horizontally from all utility lines, if any, including gas lines, water lines and sewer lines, unless otherwise approved by the City.

(e) The Company agrees to stay three (3) feet away, measured horizontally, from power poles unless it is utilizing such poles pursuant to a pole attachment arrangement, unless otherwise approved by the City.

(f) The Company or the Company’s contractor will request locates and the City shall provide locates of its Facilities, if any, as required by Alabama’s 811 law and regulations.

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

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

(j) At all times, the Company 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 the Company, to be adequate and the Company 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 the City harmless of and from 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.

(k) The decision of when and the location and type of Services provided within the City is solely within the discretion of the Company during the Term.

(l) Throughout the Term of this Agreement, provided the Company complies with the foregoing requirements, the Company shall be entitled to expand and upgrade its System as it

deems reasonably necessary, in accordance with the Company's construction standards and specifications.

5. **Relocation of Facilities.** Upon its receipt of reasonable notice, not to be less than 60 days, the Company shall, at its own expense, protect, support, temporarily disconnect, relocate in the Right-of-Way, or remove from the Right-of-Way, any property of the Company when lawfully required by the City by reason of traffic conditions, public safety, street abandonment, freeway, and street construction, change or establishment of street grade, installation of storm sewers, or any other types of structures or improvements to be constructed by the City, with the exception of competing sewer lines or facilities, within the Right-of-Way, provided that the request to move facilities shall not exceed 2,500 linear feet in any one year. For any relocation of facilities in excess of 2,500 linear feet in any one year, the Company and the City shall enter into a cost sharing agreement whereby the City shall share the relocation, removal, etc. costs by way of a 50/50 actual cost reimbursement agreement with the Company. The City shall give the Company reasonable notice of plans to grade or change the line of any street or Right-of-Way or to construct or reconstruct any drainage, sewer or water system therein or of any demand that the Facilities be relocated for the reasons set forth herein. The Company 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 the Company'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, if any, the City agrees that during the period of the Company's installation of any Facilities pursuant to this Agreement, the City will locate all its public utility lines, if any, as required by Alabama's 811 laws. It shall be the duty of the Company or its contractor(s) to request the City to locate its public utility lines, if any.

6. **Damage to Existing Utilities.** The Company hereby agrees that (a) during the installation process, and (b) at any time after such installation, the Company will immediately notify the appropriate utility provider in the event that the Company, 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 the Company'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 System or of any Facilities employed in connection therewith shall comply with the provisions of all applicable laws, rules or regulations. The Company 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. The City reserves the right to lawfully exercise its police powers.

8. **Indemnity to The City.** At all times both during and after installation, so long as the Company's System is located upon any portion of the City's Rights-of-Way, the Company 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 the

Company's 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 the Company's 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 the Company's System. Without the intent of limiting any of the foregoing, it is agreed that the Company 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 the Company or its officers, employees, agents, or contractors in connection with the subject of this Agreement, which indemnity shall be at the sole expense of the Company, 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 the Company written notice of such claim. Within sixty (60) days of its receipt of written notice of the City's claim, the Company shall notify the City in writing whether it will defend such claim. If the Company 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, the Company agrees to pay the City upon execution of this Agreement a one-time License Fee of Five Thousand Dollars (\$5,000).

(b) **Franchise Fee.** The Company shall pay the City a franchise fee equal to three percent (3%) of the Gross Revenues received by the Company from the sale of Services to Customers whose property receiving service is located 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 the Company, which shows the basis for the computation of all Gross Revenues received by the Company from sale of the Services to Customers 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) **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 the Company'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 three (3) 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 the Company, it will give the Company 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.

11. **Liability Insurance.** At all times during the term of this Agreement, the Company shall maintain, at its own cost and expense, a general liability policy in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 general aggregate limit for bodily injury and property damage. Such general liability policy 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, the Company shall secure any and all other insurance as the Company, 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, the Company agrees to keep such books and records regarding the operation of the System and the provision of Services in the City as are reasonably necessary to ensure the Company's compliance with the terms and conditions of this Agreement. All such documents pertaining to financial matters, which may be the subject of an audit by the City, shall be retained by the Company for a minimum period of six (6) years.

13. **Transfer of Ownership or Control**

(a) The Company shall not transfer this Agreement or any of the Company'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 the Company in the Agreement or in the portion of the System located within the City in order to secure indebtedness, (ii) a transfer to any Person controlling, controlled by or under the same common control as the Company, (iii) a transfer to any Person purchasing all or substantially all of the assets or common stock of the Company, or (iv) a transfer of less than 50% of the shares or ownership interest of the Company.

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

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

(b) **Notice of Violation.** In the event the City believes the Company has not complied with the provisions of this Agreement, the City shall make a written demand that the Company comply with any such provision, rule, order, or determination under or pursuant to this Agreement. If the violation by the Company continues for a period of sixty (60) days following the Company'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 the Company, 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 the Company has occurred.

(d) **Declaration of Forfeiture.** If the City Council shall determine the violation by the Company was the fault of the Company 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 an 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.

(f) **Continuation.** In the event this Agreement is not renewed, expires or is terminated for any reason as provided for herein, the Company shall maintain its ownership, control of and right to use all Facilities, as they exist on the date of such non-renewal, expiration or termination of this Agreement. In addition, and by way of further clarification and example, the Company shall have the right and be able to continue the use and operation of all Facilities, which shall be allowed to remain in the Rights-of-Way, including, but not limited to, the provision of service to customers and the repair, maintenance, improvement and replacement of then-existing Facilities in the Rights-of-Way. The Company shall not be allowed to extend the existing Facilities further down the Rights-of-Way within the corporate limits of the City until a new franchise is granted to the Company by the City upon terms acceptable to both parties. During any such time after which this Agreement is not renewed, expires or is terminated for any reason as provided for herein, the Company shall remain obligated to comply with 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 portion of the System located in the City and installed pursuant to this Agreement.

(d) **Fees and Costs.** In the event of any disputes or controversies arising from the Agreement or its interpretation, the prevailing Party shall be entitled to recover from the non-prevailing Party, in addition to any other relief awarded, the costs and expenses incurred in connection with such dispute or controversy, including reasonable attorneys' fees.

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

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

(g) **Independent contractor.** The Parties stipulate and agree that the Company 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 the Company or its officers, officials, employees or contractors, other than as expressly contained in writing in this Agreement and the Company 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
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With copy to: Adams and Reese LLP
Jay M. Ross, Esq.
11 North Water Street, Suite 23200
Mobile, AL 36602

If to the Company: Baldwin County Sewer Service LLC
Gerry McManus, Controller
PO Box 1628
Foley, Alabama 36536

With copy to: Conner Law Firm
David J. Conner, Esquire
23710 Highway 98, Suite B
Fairhope, Alabama 36532

The City and the Company 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 the Company 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.

* * *

[Ordinance Concludes on Following Page]

[Remainder of Page Intentionally Blank]

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 _____, 2024.

CITY OF DAPHNE, ALABAMA

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, MMC, City Clerk

APPROVED AND ACCEPTED:

BALDWIN COUNTY SEWER SERVICE, LLC

Name: _____

Title: _____

Date: _____