**CITY OF DAPHNE**
**1705 MAIN STREET, DAPHNE, AL**
**CITY COUNCIL BUSINESS MEETING AGENDA**
**MONDAY, APRIL 7, 2025 at 6:00 PM**

1. **CALL TO ORDER**

   A. **ROLL CALL**

   B. **INVOCATION -** Pastor Connor Baker, Church of the Highlands

   C. **PLEDGE OF ALLEGIANCE**

2. **PROCLAMATIONS/RECOGNITIONS**

   A. **PROCLAMATION**: National Public Safety Telecommunicators Week

3. **APPROVE MINUTES**

   A. March 17, 2025 regular meeting

4. **REPORTS OF STANDING COMMITTEES**

   A. **FINANCE COMMITTEE -** Phillips
   Review the minutes from the March 17th meeting
   Treasurer's Report for February 2025: Unrestricted Fund Balance - $36,506,057
   Total Cash Balance - $54,394,354
   Sales Tax for January 2025: $2,193,618.36;
   Lodging tax for January 2025: $122,522.52
   Debt Summary - February 2025: Warrants - $29,888,902
   Capital Leases: General Fund - $30,244,219; Enterprise Fund - $1,036,895

   B. **BUILDINGS & PROPERTY COMMITTEE-** Goodlin

   C. **PUBLIC SAFETY COMMITTEE -** Hughes

   D. **CODE ENFORCEMENT/ORDINANCE COMMITTEE -** Olen

   E. **PUBLIC WORKS COMMITTEE -** Conaway

5. **REPORTS OF SPECIAL BOARDS & COMMISSIONS**

   A. **BOARD OF ZONING ADJUSTMENTS -** Adrienne Jones

**B.** **DAPHNE PUBLIC SCHOOL COMMISSION** - Conaway

i. **MOTION** to reappoint Tommie Conaway to the Daphne Public School Commission.

**C.** **DOWNTOWN REDEVELOPMENT AUTHORITY** - Conaway

**D.** **INDUSTRIAL DEVELOPMENT BOARD -** Scott

**E.** **LIBRARY BOARD** - Goodlin

**F.** **PLANNING COMMISSION** - Olen

i. Review the minutes from the February 27, 2025 meeting and the report from the March 27, 2025 meeting.

**G.** **RECREATION BOARD** - Hughes

**H.** **UTILITY BOARD** - Coleman

i. Review the minutes from the February 26th meeting.

**6.** **PUBLIC PARTICIPATION**

**7.** **MAYOR'S REPORT**

**8.** **CITY ATTORNEY REPORT**

**9.** **DEPARTMENT HEAD REPORTS**

**10.** **CITY CLERK'S REPORT**

**A.** **MOTION** to approve the publication and set a public hearing on May 19, 2025 for a proposed amendment to Article XXIV, Vacation of Easement and/or Right-of-Way.

**11.** **RESOLUTIONS**

**A.** **2025-21-** Resolution Declaring Certain Personal Property Suplus and Authorizing the Mayor to Dispose of Such Property - 2005 Ford F150

**B.** **2025-22-** 2025-E-Monitoring Services for Disaster Debris Removal - Bid Award: Tetra Tech Inc

**C.** **2025-23-** 2025-F-Disaster Debris Removal and Disposal Services - Bid Award: CrowderGulf LLC

**D.** **2025-24-** 2025-G-Mosquito Management Program - Bid Award: Mississippi Mosquito Control LLC

E. **2025-25-** 2025-H-Pine Straw - Bid Award: Siteone Landscape Supply

F. **2025-26** - Donation of Real Property to the City of Daphne

**12. 2nd READ ORDINANCES**

**13. 1st READ ORDINANCES**

**14. COUNCIL COMMENTS**

**15. ADJOURN**

# CITY OF DAPHNE, ALABAMA

# Proclamation

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

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

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

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

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

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

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

**NOW, THEREFORE;** I, Robin LeJeune, as the Mayor of the City of Daphne, together with the Daphne City Council, do hereby proclaim April 13-19, 2025 as

***National Public Safety Telecommunicators Week***

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

**Robin LeJeune, Mayor**

**Candace G. Antinarella, MMC, City Clerk**

**March 17, 2025**
**CITY COUNCIL MEETING**
**REGULAR BUSINESS MEETING**
**1705 MAIN STREET**
**DAPHNE, AL**
**6:00 P.M.**

**1. CALL TO ORDER:**

There being a quorum present Council President Ron Scott called the meeting to order at 6:00pm.

**2. ROLL CALL:**

**COUNCIL MEMBERS PRESENT:** Ron Scott, Steve Olen (arrived 6:24pm), Joel Coleman Tommie Conaway, Angie Phillips, Doug Goodlin and Ben Hughes

**Also Present:** Candace Antinarella, City Clerk; Mayor LeJeune; Jay Ross, City Attorney; Chief Gulsby, Police; Chief Tacon, Fire; Adrienne Jones, Planning; Emmie Powell, Library; Kelli Reid, Finance; Andy Bobe, City Engineer; Troy Strunk, City Development; Charlie McDavid, Recreation; Ange Baggett, Marketing/Tourism; Cpt. David Smith, Police; Cpt. Reggie Ardis, Police; Schuyler Smith, Junior City Councilmember; Stella Hawks, Junior City Councilmember; John Wallace Simpson, Junior City Councilmember; Merrill Rigsby, Junior City Councilmember; Lakyn Coggin, Junior City Councilmember; and Jessica Linne, Assistant City Clerk.

**INVOCATION/PLEDGE OF ALLEGIANCE:**

Invocation was given by Reverend Thack Dyson, St. Paul's Episcopal Church.

**PROMOTION:** Captain David Smith, Chief Gulsby and Mayor LeJeune recognized Tobias Pearce on his recent promotion to Lieutenant.

**PUBLIC HEARING**: Adrienne Jones presented on the Bertolla Properties, LLC Vacation of Right-of-Way located East of the intersection of Austin Road and Alabama Highway 181.

Public hearing opened at 6:06pm. No one came forward to speak.

Public hearing closed at 6:07pm.

**3. APPROVE THE MINUTES:**

The minutes from the March 3, 2025 regular meeting were approved.

**4. REPORT OF STANDING COMMITTEES:**

**A. FINANCE COMMITTEE**
Councilwoman Phillips said the next meeting is April 21st at 4:30pm.

**B. BUILDINGS & PROPERTY COMMITTEE**
Councilman Goodlin said the next meeting is April 14th at 5:15pm.

**C. PUBLIC SAFETY COMMITTEE**
Councilman Hughes said the next meeting is April 14th at 4:30pm and the minutes from the February meeting are in the packet.

**D. CODE ENFORCEMENT/ORDINANCE COMMITTEE**

**E. PUBLIC WORKS COMMITTEE**
Councilwoman Conaway said the next meeting is April 2nd at 5:15pm.

**5. REPORTS OF SPECIAL BOARDS & COMMISSIONS:**

**A. Board of Zoning Adjustments**
Mrs. Jones said there was no report.

**B. Daphne Public School Commission**
Councilwoman Conaway said the next meeting is March 24th at 5:30pm at Daphne Elementary School.

**C. Downtown Redevelopment Authority**
Councilwoman Conaway said the next meeting was March 20th at 5:30pm.

**D. Industrial Development Board**
Councilman Scott said the next meeting is March 18th at 4:30pm.

**E. Library Board**
Councilman Goodlin said the next meeting is April 10th at 4:30pm at the Library.

**F. Planning Commission**
Council President Scott said the minutes from the January 23rd meeting and the report from the February 27th meeting are in the packet.

**G. Recreation Board**
Councilman Hughes said the next meeting is May 14th at 6:00pm. He also said there were two vacancies on the Board.

**H. Utility Board**
Councilman Coleman said the next meeting is March 26th at 5:00pm.

**6. PUBLIC PARTICIPATION:**

Public participation opened at 6:10pm. No one came forward to speak.

Public participation closed at 6:11pm.

**7. MAYOR'S REPORT:**

Mayor LeJeune said it was a great time in D.C. at the National League of Cities. He reminded everyone of the upcoming "Evening with the Mayor" on March 25th at the Waterfront Restaurant from 5:00 – 7:00pm.

**8. CITY ATTORNEY REPORT:**

City Attorney said there was a matter of pending litigation and asked the Council to consider going into executive session at the end of the meeting.

**9. DEPARTMENT HEAD COMMENTS:**

Chief Gulsby, Police, said they have interviewed for multiple positions and have also recently had CPR recertification.

Chief Tacon, Fire, mentioned an opening at the Fire Department and recent new hires. She said the new firetruck is set to be delivered April or May.

Ange Baggett, Marketing/Tourism, shared about recent and upcoming Civic Center events. She said the Sunday Sunset Series and Brown Bay by the Bay will be starting up soon. She shared about the upcoming Easter events.

Bobby Purvis, Public Works, commended the Public Works' staff for their work with the Mardi Gras events. He discussed the recent clean-up from storms.

Charlie McDavid, Recreation, said youth baseball has started and shared about some recent tournaments.

Kelli Reid, Finance, said the financial report will be available to the Council and citizens soon.

Stella Hawks, Junior Council, said a presentation on the recent trip to the National League of Cities will be at the next Council meeting and the next Junior Council meeting is March 26th at 5pm.

**10. CITY CLERK'S REPORT:**

**MOTION by Councilwoman Conaway to approve the publication and set a public hearing on April 21, 2025 for the Louisa Marco Toler Revocable Trust Dated: July 24, 2024 Pre-Zoning Amendment located at the northwest intersection of County Road 64 and County Road 54. Seconded by Councilman Goodlin.**
**MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Goodlin to approve the publication and set a public hearing on April 21, 2025 for the Impact Fee Ordinance.**
**MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilwoman Phillips to approve the Color Run of Hope 5k on September 13, 2025 beginning at 8:00am. Seconded by Councilman Goodlin.**
**MOTION CARRIED UNANIMOUSLY.**

**11. RESOLUTIONS:**

**A. 2025-19 -** Resolution to Re-affirm Vacation of a Closed Portion of Austin Road Right of Way located East of the intersection of Austin Road and Alabama Highway 181- Bertolla Properties, LLC

**B. 2025-20-**The Church of the Highlands Vacation of Easement located due west of the intersection of Plantation Drive and Alabama Highway 181

**MOTION by Councilman Goodlin to waive the reading of Resolution 2025-19 and 2025-20. Seconded by Councilwoman Phillips.**
**MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilwoman Phillips to adopt Resolution 2025-19. Seconded by Councilman Goodlin.**
**MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilwoman Phillips to adopt Resolution 2025-20. Seconded by Councilman Goodlin.**
**MOTION CARRIED UNANIMOUSLY.**

**12. 2ND READ ORDINANCES:**

**13. 1ST READ ORDINANCES:**

**14. COUNCIL COMMENTS**

Councilwoman Phillips said she enjoyed the recent trip to D.C.

Councilman Hughes congratulated Lieutenant Pearce.

Councilman Goodlin echoed Councilwoman Phillips' comments.

Councilman Coleman said he enjoyed the National League of Cities and congratulated Lieutenant Pearce.

Councilman Olen congratulated Lieutenant Pearce.

Councilwoman Conaway congratulated Lieutenant Pearce.

Mayor LeJeune congratulated Lieutenant Pearce and congratulated Councilman Olen's son.

City Attorney certified that the Council should enter into an Executive Session concerning matters of pending litigation. He said it should take 30 minutes and the Council should have no reason to vote.

**MOTION by Councilman Hughes to enter into Executive Session. Seconded by Councilman Goodlin.**

**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.**

**15. ADJOURN:**

THERE BEING NO FURTHER BUSINESS TO DISCUSS, COUNCIL ADJOURNED INTO EXECUTIVE SESSION AT 6:29PM.

Respectfully submitted by,

__________________________________
Candace G. Antinarella, MMC, City Clerk

Certification of Presiding Officer,

__________________________________
Ron Scott, Council President

# CITY OF DAPHNE
# FINANCE COMMITTEE MINUTES
# MARCH 17, 2025
# 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
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. Suzânne Henson, Revenue Officer Mrs. Connie Champion, Human Resource Deputy Director Mrs. Vickie Hinman, City Clerk Mrs. Candace Antinarella, Executive Director of City Development Mr. Troy Strunk, Fire Chief Mrs. LeAnn Tacon, Director of Events and Marketing Mrs. Ange Baggett, Public Works Director Mr. Bobby Purvis, City Engineer Andy Bobe, and City Attorney Mr. Jay Ross.

Junior City Council – Schuyler Smith and Lakyn Coggin.

## II. PUBLIC PARTICIPATION

There was no public participation.

## III. APPROVE MINUTES FOR THE PREVIOUS MEETING

The previous meeting minutes were approved.

## IV. HUMAN RESOURCES BUSINESS

### A. Update on Human Resources Department Activity

Mrs. Graddick reviewed the Human Resources Report:

- Posted/Reposted Positions – 19
- Interviews - 30
- New Hires – 12

Mrs. Graddick reviewed the monthly Safety Committee meeting topics and discussed other Human Resources projects and events: new supervisor training, annual employee compliance training, fire apparatus engineer written exam.

## V. BUSINESS LICENSE REPORT

### A. Report: New Business Licenses – February. 2025

Mrs. Champion reviewed the following reports and information:

- Code enforcement issued 51 warnings resulting in businesses becoming compliant and $52,285.60 in revenue.
- New Businesses with a physical location in Daphne - 20
- Simplified Sellers Use Tax collections - $271,919.82 and YTD collections - $1,086,491.20
- Total Business Licenses issued were 65 new and 1,785 renewals for a total of 1,850 in February, 2025

## VI. SALES & LODGING TAX REPORT

### A. Sales and Use Taxes: January, 2025

Mrs. Henson reviewed the Sales & Use Tax Reports: $2,193,618.36 was collected for January, 2025 which was up $59,100.81from January 2024's collections:

- YTD Variance over Budget - $812,521.61

### B. Lodging Tax Collections, January, 2025

Mrs. Henson reviewed the Lodging Tax Collections Report and noted the collections for January, 2025 were $122,522.52 which is up $19,973.01 from January 2024's collections.

- YTD Variance over Budget - $59,897.24
- Recreation balance for related purchases, February, 2025 - $665,706.55
- Unreserved balance for Bayfront related purchases, February, 2025 - $1,493,008.10

**C. Occupancy Fee Tax Collections Report, January. 2025**

Mrs. Reid reviewed the Occupancy Tax Collections Report and noted the collections for January, 2025 were $38,926 which is up $4,379.50 from January 2024's collections.

- Reserved balance for Occupancy Fee, February - $230,5888.50

## VII. FINANCIAL SCHEDULES & REPORTS

**A. Financial Reports**

**1. Treasurer's Report: February. 2025**

Mrs. Reid reviewed the Treasurer's Report:

| TREASURER'S REPORT As of February 28, 2025 | | | | | |
|---|---|---|---|---|---|
| **Account Type/Title** | **2/28/2025** | **1/31/2025** | **Increase (Decrease) from last Month** | **2/29/2024** | **Increase (Decrease) from Last Year** |
| **GENERAL FUND & ENTERPRISE FUNDS** | $ 25,530,004 | $ 24,323,743 | $ 1,206,261 | $ 17,797,570 | $ 7,732,434 |
| **INVESTMENT FUND** | 10,976,053 | 10,853,573 | 122,480 | 10,476,914 | $ 499,139 |
| **Total Unrestricted Cash Balance** | **36,506,057** | **35,177,316** | **1,328,741** | **28,274,484** | **8,231,573** |
| **SPECIAL REVENUE FUNDS** | | | | | |
| 4 CENT GAS TAX | 361,893 | 356,951 | 4,942 | 297,156 | 64,737 |
| 7 CENT GAS TAX | 377,797 | 371,510 | 6,287 | 296,445 | 81,352 |
| 10 CENT GAS TAX | 350,101 | 331,809 | 18,292 | 246,423 | 103,678 |
| TREE & FLOWER | 4,717 | 4,717 | - | 10,287 | (5,570) |
| ANIMAL SHELTER FUND | 242,455 | 227,570 | 14,885 | 1,898,398 | (1,655,943) |
| MOBILE INFIRMARY BUILDING | 117,850 | 110,516 | 7,333 | 98,404 | 19,446 |
| FEDERAL DRUG FORFEITURES | 272,671 | 275,561 | (2,890) | 376,231 | (103,560) |
| LOCAL DRUG FORFEITURES | 85,149 | 85,149 | - | 95,435 | (10,286) |
| LIBRARY | 69,837 | 66,977 | 2,860 | 50,729 | 19,108 |
| COURT TRAINING & EQUIPMENT | 42,337 | 42,089 | 248 | 42,519 | (182) |
| COURT/CORRECTION | 507,758 | 507,941 | (183) | 549,561 | (41,803) |
| LODGING TAX | 2,379,303 | 2,393,835 | (14,532) | 2,253,606 | 125,697 |
| **AGENCY FUNDS** | | | | | |
| SELF INSURANCE | 225,989 | 225,578 | 411 | 230,243 | (4,254) |
| OPEB TRUST INVESTMENT FUND | 1,895,545 | 1,873,125 | 22,420 | 1,533,052 | 362,493 |
| | 6,933,402 | 6,873,329 | 60,074 | 7,978,489 | (1,045,087) |
| **CAPITAL PROJECT FUNDS** | | | | | |
| CAPITAL RESERVE | 5,216,428 | 5,356,460 | (140,032) | 6,924,014 | (1,707,586) |
| 2023 CONSTRUCTION FUND | 5,107,233 | 5,597,182 | (489,949) | 9,146,928 | (4,039,695) |
| | 10,323,662 | 10,953,642 | (629,980) | 16,070,942 | (5,747,280) |
| **DEBT SERVICE FUNDS** | | | | | |
| DEBT SERVICE | 631,233 | 694,706 | (63,473) | 741,797 | (110,564) |
| **Total Restricted Cash Balance** | **17,888,297** | **18,521,677** | **(633,380)** | **24,791,228** | **(6,902,931)** |
| **Total City Cash Balance** | **$ 54,394,354** | **$ 53,698,993** | **$ 695,361** | **$ 53,065,712** | **$ 1,328,642** |
| | **Encumbrance Total as of** | | **2/28/2025** | **$ 206,248.21** | |

***The Treasurer's Report as of February. 2025 Total Unrestricted Cash Balance - $36,506,057 and Total City Cash Balance - $54,394,354 was presented to be filed for audit.***

**2. Encumbrance Report**

- Encumbrance balance - $206,248.21 as of February. 2025.

Mrs. Reid reviewed the three items listed on the Encumbrance Report.

**3. Outstanding Appropriations**

Mrs. Reid reviewed the Outstanding Appropriations Report and noted the three largest projects are: CR64/Pollard, Lavender Lane/Hwy98, and the Justice Center Expansion.

**4. Financial Overview: Debt Summaries & Monthly Financial Statements**

Mrs. Reid reviewed the following Financial Statements:

- Debt Summary Schedules (General & Enterprise Funds), February. 2025
  - Outstanding Warrant Balance as of February. 2025: $29,888,902
  - Outstanding Capital Lease Balance as of February. 2025:
    - General Fund: $30,244,219
    - Enterprise Fund: $1,036,895

- Overtime Report YTD

- Monthly Financial Statements, January 2025
  - General Fund YTD Budgetary Net Income: $8,254,195 which is more $4,394,424 than the prior YTD net income
  - Solid Waste Fund Transfers $0
  - Civic Center Fund Transfers $108,081

**5. Summary of Budgetary Amendments**
Mrs. Reid reviewed the General Fund budgetary amendments made to the FY2025 Budget.
- Total Appropriations Year to Date – $1,741,168
- Adjusted Expenses over Revenue – ($1,738,163)

**6. Unfunded Future Projects Expenditure Summary**
Mrs. Reid reviewed the Unfunded Future Projects Expenditure Summary.

B. **Bills Paid Reports – February. 2025**
The Bills Paid Report was previously presented electronically.

## VIII. BIDS & APPROPRIATIONS *(Resolution)*

**A. 2025-E-Monitoring Service for Disaster Debris Removal**
Mrs. Henson reviewed the minutes and the recommendation letter presented by Public Works to award the bid to Tetra Tech Inc. Discussion continued on the bids received.

***MOTION BY Mr. Scott to recommend to Council to award the*** **2025-Monitoring Service for Disaster Debris Removal** ***bid to Tetra Tech Inc. for unit cost as bid. Seconded by Mr. Goodlin.***
***MOTION CARRIED UNANIMOUSLY***

**B. 2025-F-Disaster Debris Removal & Disposal Services**
Mrs. Henson reviewed minutes and the recommendation letter from Public Works. Discussion continued on the bids received. Mr. Purvis responded to questions. The bid was tabled to the Public Works Committee for further discussion of the bid.

***A motion was made by Mr. Scott to recommend to Council to award the 2025--F-Disaster Debris Removal & Disposal Services bid to CrowderGulf LLC for unit cost bid. Seconded by Mr. Goodlin. Following discussion, Mr. Scott withdrew his motion and Mr. Goodlin withdrew his second. MOTION WAS WITHDRAWN.***
***The item will be discussed at next Public Works Committee meeting.***

**C. 2025-G-Mosquito Management Program**
Mrs. Henson reviewed the minutes and the recommendation letter from Public Works to award to Mississippi Mosquito Control LLC. Mrs. Henson noted only one bid was received and it was from the company that currently holds the contract.

***MOTION BY Mr. Scott to recommend to Council to award the 2025--G-Mosquito Management Program bid to Mississippi Mosquito Control LLC for $8,559 per month for the timeframe as designated by the City, Larviciding $.002/SqFt, and other services as specified in bid. Seconded by Mr. Goodlin.***
***MOTION CARRIED UNANIMOUSLY***

**D. 2025-H-Pine Straw**

Mrs. .Henson reviewed the minutes and the recommendation letter from Public Works to award the bid to Siteone Landscape. Mrs. Henson noted requirements that were not met by all bidders. Discussion continued on the bids received.

***MOTION BY Mr. Scott to recommend to Council to award the 2025-H-Pine Straw bid to Siteone Landscape for unit cost bid. Seconded by Mr. Goodlin.***
***MOTION CARRIED UNANIMOUSLY***

## IX. OTHER APPROPRIATION REQUESTS: *(Resolution/Ordinance)*

There were no other appropriation requests.

## X. SURPLUS

Mrs. Henson discussed the 2005 Ford F150 vehicle (V#1117) requested to be approved as surplus.

***MOTION BY Mr. Goodlin to recommend to Council to declare certain property surplus and authorize the Mayor to dispose of the following surplus property: 2005 Ford F150 vehicle (V#1117). Seconded by Mr. Hughes.***
***MOTION CARRIED UNANIMOUSLY***

## XI. OLD BUSINESS

There was no new business discussed.

## XII. NEW BUSINESS

**A. Ball Tournament collections**

Mrs. Phillips asked what are the fees for the baseball organization hosting the ball tournaments at Daphne Sports Complex. Discussion continued on the fees charged and the revenues received from the tournaments.

**III. ADJOURN** The meeting adjourned at 5:32 p.m.

# COMMUNITY DEVELOPMENT INTERNAL MEMORANDUM

Daphne
ALABAMA

DATE: March 28, 2025

TO: Office of the City Clerk

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

SUBJECT: Planning Commission Minutes and Report

Attached please find a copy of the approved minutes for the City of Daphne Planning Commission regular meeting of the February 27, 2025 and the report of the regular meeting of March 27, 2025 for placement on the April 7, 2025 City Council agenda for review.

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

ADJ/jv

**The City of Daphne**
**Planning Commission Minutes**
**Regular Meeting of February 27, 2025**
**Council Chamber, City Hall - 5:00 P.M.**

**Call to Order:**

The Chairman called the regular meeting of the City of Daphne Planning Commission to order at 5:00 p.m. The number of members present constitutes a quorum.

**Call of Roll:**

**Members Present:**

Kevin Spriggs, Secretary
Bobby Purvis
John Peterson, Vice Chairman
Andrew Prescott, Chairman
Lucy Watkins
Richard Johnson
Steve Olen

**Staff Present:**

Adrienne Jones, AICP, Director of Community Development
Brittney Epling, Planner
Jan Vallecillo, Planning Coordinator
Patrick Dungan, Attorney
Andy Bobe, City Engineer
Jesi Ward, Environmental Programs Manager

**The Chairman asked for input regarding the rescheduled meeting of January 30, 2025 regular meeting minutes presented by staff. There being none, minutes stand approved as submitted.**

The Chairman called for the next order of business: The Reserve at Daphne, Phase 4 Preliminary Subdivision Plat Review.

An introductory presentation was given by the agent, Larry Smith. He provided a summary of the preliminary subdivision plat as presented on the meeting agenda.

The Chairman asked about staff comments.

Mr. Bobe stated that the development of a bridge in a floodway requires that the developer acquire a floodplain development permit prior to the issuance of a site disturbance permit. Mrs. Ward commented that the ordinance requires Planning Commission approval of an enhanced BMP plan.

The Chairman opened the floor for public hearing. The floor was closed after no one came forward to speak.

Hearing no further comments from the commissioners, the Chairman called for a motion.

**A motion was made by Mr. Olen and seconded by Mr. Prescott to approve The Reserve at Daphne, Phase 4 preliminary subdivision plat with conditions that the site disturbance permit shall not be issued until after a Floodplain Development Permit has been submitted to and approved by the City Engineer and an Enhanced BMP plan has been submitted to and approved by the Environmental Programs Manager. There was no discussion on the motion. The motion carried unanimously.**

The Chairman called for the next order of business: The Reserve at Daphne, Phase 5 Preliminary Subdivision Plat Review.

An introductory presentation was given by the agent, Grayson Bertolla. He provided a summary of the preliminary subdivision plat as presented on the meeting agenda.

The Chairman asked about staff comments. Mr. Bertolla stated that staff comments have been addressed. Mr. Bobe commented he added a traffic calming device. Mrs. Ward commented that the ordinance requires Planning Commission approval of an enhanced BMP plan.

The Chairman opened the floor for public hearing. The floor was closed after no one came forward to speak.

Hearing no further comments from the commissioners, the Chairman called for a motion.

Mr. Olen questioned whether the motion should parallel the previous motion. Mrs. Jones responded yes or contingent upon the issuance of the site disturbance permit for The Reserve at Daphne, Phase Four.

**A motion was made by Mr. Olen and seconded by Mr. Peterson to approve The Reserve at Daphne, Phase 5 preliminary subdivision plat contingent upon the issuance of the site disturbance permit for the Reserve at Daphne Preliminary Subdivision, Phase 4. There was no discussion on the motion. The motion carried unanimously.**

The Chairman called for the next order of business: Schiefflin Estates Preliminary Subdivision Plat Review.

An introductory presentation was given by the agent, Seth Moore. He provided a summary of the preliminary subdivision plat as presented on the meeting agenda and requested to table the application until the engineering design is complete.

The Chairman questioned whether a motion is required.

Mrs. Jones stated yes, but as mentioned to Mr. Moore, should the adjacent property owners present wish to participate, the public hearing should be held prior to tabling the application.

Mr. Spriggs commented about Schiefflin Lane as being a non-compliant publicly maintained right-of-way. Improvements for detention should be required to migrate the stormwater rather than improving the right-of-way.

Mr. Bobe commented to comply with the Fire Code, a right-of-way must have a minimum width of twenty-feet.

Mr. Peterson questioned whether the ordinance is silent with regard to the width of a right-of-way. Mr. Bobe responded no, the typical width is fifty-feet and in this case the applicant would only dedicate that portion of the right-of-way that must be improved for access to the lots.

The Chairman opened the floor for public hearing regarding the subdivision.

Chris McConico, 713 Schiefflin Lane, spoke in opposition with concerns regarding drainage, traffic and encroachment onto the adjacent properties.

David Green, 315 Beall Lane, spoke in opposition with concerns regarding the width of the right-of-way and drainage.

Gwendolyn McConico, 713 Schiefflin Lane, spoke in opposition with concerns regarding the improvement of the right-of-way, installation of a fire hydrant, safety, traffic and street lights.

The Chairman closed the floor to the public hearing and offered the agent the opportunity for rebuttal.

Mr. Moore stated the owner proposes to install water, sewer and a fire hydrant, as well as, bio-retention, gravel and/or rock driveways and rain gardens.

Mr. Johnson commented on the improvement of Schiefflin Lane. He noted the difference between a road and lane; the city's previous road improvements which occurred approximately twelve years ago; and, the challenge of modern development requirements in historical areas.

Mr. Johnson agreed that detention was a more pressing concern that the limited access.

Mr. Moore said that the Schiefflin family owned a strip of land from Main Street to the bay, and that the lane has been there for more than one hundred years.

Hearing no further comments from the commissioners, the Chairman called for a motion.

**A motion was made by Mr. Olen and seconded by Mr. Spriggs to postpone the review of Schiefflin Estates preliminary subdivision plat until the March 27, 2025 Planning Commission meeting. There was no discussion on the motion. The motion carried unanimously.**

Chairman called for the next order of business: Louisa Marco Toler Revocable Trust Dated: July 24, 2024 Pre-Zoning Amendment.

An introductory presentation was given by the agent, Cathy Barnette. She summarized the pre-zoning request as presented on the agenda and noted that the zoning requested is consistent with the comprehensive plan. She stated the petition for annexation was presented to the legislature in January for evaluation and action in April.

Mr. Spriggs asked about pre-zoning the subject property to a PUD. Mrs. Barnette stated that is not an option as this time.

Mr. Johnson provided a commentary regarding the proposal and stated that the commercial zoning along County Road 64 is reasonable; however, the thirty-acre tract is not conducive to commercial development because Rigsby Road is a rural residential roadway, and the use is not consistent with the Comprehensive Plan. The requested zoning designation for the residential portion of the property should consist of R-3, Single Family Residential, and R-6(G), Garden or Patio Home, because the integration would give the appearance of being compliant with the Comprehensive Plan's definition of a "Traditional Neighborhood," and the interconnectivity would support the current and the future road network for both the current and future residents. Additionally, buffering between the commercial and residential districts should be required to exceed the current regulations to protect the residential districts.

The Chairman opened the floor for public hearing regarding the pre-zoning request.

Susan Vermeulen, 10654 Conaway Lane, spoke in opposition and stated that the property along Rigsby Road should be rezoned to single family residential rather than industrial and expressed concerns about drainage.

The Chairman closed the floor to the public hearing and offered the agent the opportunity for rebuttal.

Mrs. Barnette responded that the zoning of the property will be for business not industrial uses.

Hearing no comments from the commissioners, the Chairman called for a motion.

**A motion was made by Mr. Peterson and seconded by Mr. Prescott to set forth a favorable recommendation to the City Council to pre-zone the subject property to R-6(G), Garden or Patio Home, and B-2(a), General Business Alternate as presented for Louisa Marco Toler Revocable Trust Dated: July 24, 2024. There was no discussion. The motion carried. Mr. Johnson dissented.**

The Chairman called for the next order of business: The Church of the Highlands Vacation of Easement.

An introductory presentation was given by the agent, Todd Smith. He summarized the vacation of the easements as presented on the agenda and stated that the request is to vacate the fifteen-foot easement between Lots 1 and 2, and the thirty-foot access and utility easement on Lot 2.

Hearing no comments from the commissioners, the Chairman called for a motion.

**A motion was made by Mr. Johnson and seconded by Mr. Olen to set forth a favorable recommendation to the City Council to vacate said easements for the Church of the Highlands. There was no discussion. The motion carried unanimously.**

The Chairman called for the next order of business: Bertolla Properties, LLC Vacation of Right-of-Way.

An introductory presentation was given by the agent, Larry Smith. He summarized the vacation of the old portion of Austin Road right-of-way as presented on the agenda and stated this is a request to reprocess the prior application due to a technicality.

Hearing no comments from the commissioners, the Chairman called for a motion.

**A motion was made by Mr. Olen and seconded by Mr. Johnson to set forth a favorable recommendation to the City Council to vacate the right-of way for Bertolla Properties, LLC. There was no discussion. The motion carried unanimously.**

The Chairman called for the next order of business: public participation.

None presented.

The Chairman called for the next order of business: attorney's report.

Mr. Dungan had no report. Happy Mardi Gras!

The Chairman called for the next order of business: commissioner's comments.

None presented.

The Chairman called for the next order of business: director's comments. Director commented that decisions regarding Schiefflin Estates should account for future development potential associated with the R-1 zoned undeveloped parcel located to the south of Schiefflin Lane.

Mrs. Jones also presented that the upcoming meeting dates. Site Preview is March 19th and the Regular Meeting is March 27, 2025.

**There being no further business, the meeting was adjourned at 6:10 p.m.**

**Respectfully submitted by:**

Jan Vallecillo

Jan Vallecillo, Planning Coordinator

**Approved:** March 27, 2025

Andrew Prescott, Chairman

*6 Report

1. **CALL TO ORDER:** 5:02 p.m.

2. **CALL OF ROLL:** Andrew Prescott, Steve Olen, John Peterson, Kevin Spriggs, Bobby Purvis, Richard Johnson, Nathan Jones, Oliver Roberts and Lucy Watkins

3. **APPROVAL OF MINUTES:**

Review of minutes of the regular meeting of February 27, 2025. **(Approved)**

4. **OLD BUSINESS:**

A. **ADMINISTRATIVE PRESENTATION:**

1. **THE PEARL (FKA THE NOBLE AT DAPHNE) SECOND EXTENSION REQUEST:**

**File AP25-01: (Approved)**

**Presentation to be given by Chad Cottrell, Mulberry Properties, or Ryan Clements, Aaron & Clements, requesting the second extension of time for the site plan and site disturbance permit for the Pearl at Daphne (FKA The Noble); the site plan was approved by the Planning Commission on February 24, 2022: a site disturbance permit was issued on February 3, 2023 and February 8, 2023 for the site work and landscaping; a one-year extension was granted on January 19, 2024.**

B. **SCHIEFFLIN ESTATES PRELIMINARY SUBDIVISION PLAT REVIEW:**

1. **File AP25-03 - Street: (Denied)**

**Presentation to be given by Seth Moore, Moore Surveying, requesting a waiver from the provisions of Section 11-6 of the Land Use and Development Ordinance pertaining to Minimum Street Requirements, which requires roads classified as an alley to provide a minimum asphalt width of twenty feet. The applicant proposes to utilize the existing fourteen-foot lane width in lieu of widening the road to City standards and to enter into an agreement to provide a financial contribution to the City of Daphne for future right-of-way improvements on Schiefflin Lane.**

2. **File AP25-04 - Sidewalk: (Approved with a condition that the sidewalks are to be built at the time of home construction)**

**Presentation by Seth Moore, Moore Surveying, requesting an exemption from sidewalk requirements in accordance with Section 11-11(f) of the Land Use and Development Ordinance, as it pertains to forgoing the construction of the required four-foot-wide sidewalk along the Schiefflin Lane right-of-way. The applicant proposes to enter into an agreement with the City of Daphne to provide a financial contribution for the future installation of sidewalks along Schiefflin Lane.**

3. **File AP25-05 - Detention: (Approved with a condition to substitute individual lot detention to be approved by the City Engineer)**

**Presentation by Seth Moore, Moore Surveying, requesting a waiver from the provisions of Section 18-4(B)(2)(ix) of the Land Use and Development Ordinance, which states that detention facilities must be built prior to storm drainage installation and before any building, roadway construction, or grading. The applicant proposes individual on-site detention for each lot, to be designed and installed during the home building/construction process, and to enter into an agreement with the City of Daphne to guarantee the maintenance of said detention.**

**4. File SDP25-05:** **(Approved)**

**Subdivision:** **Schiefflin Estates**

***Zoning*:** ***R-1, Low Density Single Family Residential***

Location: Northeast of the intersection of Main Street and Schiefflin Lane
Area: 2.32 Acres ±, (4) lots
Owner(s): Westlake Properties, LLC - John Crowder
Surveyor: Moore Surveying - Seth Moore

**5. NEW BUSINESS:**

**A. CHASE BANK SITE PLAN REVIEW:**

**1. File SP25-02:** **(Approved)**

**Site:** **Chase Bank**

***Zoning*:** ***B-2, General Business***

Location: Northeast of the intersection of U.S. Highway 98 and Lavender Lane
Area: 0.55 Acres ±
Owner: Dean Clean, Inc.
Developer: Chase Bank
Engineer: Dynamic Engineering - Michael Miles or Dillon Goodall

**B. ROWAN OAK PRELIMINARY SUBDIVISION PLATS REVIEW:**

**1. File SDP25-06:** **(Approved with a condition that an Enhanced BMP Plan must be submitted to and approved by the city staff prior to issuance of a Site Disturbance Permit)**

**Subdivision:** **The Hamlet at Rowan Oak, Phase 2**

***Zoning*:** ***PUD, Planned Unit Development***

Location: Southwest of the intersection of Milton Jones and County Road 13
Area: 28.17 Acres ±, 85 single family residential lots
Owner: Sharon and John Christopher Boni, and Frederick & Thomas Boni
Agent: S. E. Civil - Aaron Collins
Developer: 68 Ventures - Chloe Kelly
Surveyor: S.E. Civil - David Diehl
Engineer: S.E. Civil - Dave Lavery

**2. File SDP25-07:** **(Approved)**

**Subdivision:** **The Hamlet at Rowan Oak, Phase 3**

***Zoning*:** ***PUD, Planned Unit Development***
Location: Southwest of the intersection of Milton Jones and County Road 13
Area: 9.48 Acres ±, 46 single family residential lots
Owner: Sharon and John Christopher Boni, and Frederick & Thomas Boni
Developer: 68 Ventures - Chloe Kelly
Surveyor: S.E. Civil - David Diehl
Engineer: S.E. Civil - Dave Lavery

3. **File SDP25-08:** **(Approved)**

**Subdivision:** **Faulkner's Place at Rowan Oak, Phase 5**

***Zoning*:** ***PUD, Planned Unit Development***

Location: Southwest of the intersection of Milton Jones and County Road 13
Area: 5.88 Acres ±, 66 single family residential lots
Owner: Sharon and John Christopher Boni
Developer: 68 Ventures - Chloe Kelly
Surveyor: S.E. Civil - David Diehl
Engineer: S.E. Civil - Dave Lowery

**C. IRONGATE PRELIMINARY SUBDIVISION PLATS REVIEW:**

1. **File SDP25-09:** **(Postponed until the April 24, 2025 Planning Commission meeting)**

**Subdivision:** **The Enclave at Irongate, Phase 1**

***Zoning*:** ***PUD, Planned Unit Development***

Location: Northeast of the intersection of Austin Road and Alabama Highway 181
Area: 28.70 Acres ±, 55 single family residential lots
Owner: Bertolla Properties, LLC, Sharon and John Christopher Boni, and Frederick & Thomas Boni
Developer: 68 Ventures - Chloe Kelly
Surveyor: S.E. Civil - David Diehl
Engineer: S.E. Civil - Larry Smith

2. **File SDP25-10:** **(Postponed until the April 24, 2025 Planning Commission meeting)**

**Subdivision:** **The Enclave at Irongate, Phase 2**

***Zoning*:** ***PUD, Planned Unit Development***

Location: Northeast of the intersection of Austin Road and Alabama Highway 181
Area: 32.97 Acres ±, 83 single family residential lots
Owner: Bertolla Properties, LLC
Developer: 68 Ventures - Chloe Kelly
Surveyor: S.E. Civil - David Diehl
Engineer: S.E. Civil - Larry Smith

**D. ADMINISTRATIVE PRESENTATION:**

1. **PROPOSED AMENDMENTS TO THE LAND USE AND DEVELOPMENT ORDINANCE:**

**File AP25-02:** **(Favorable recommendation to City Council)**

**Presentation to be given by Patrick Dungan, City Attorney, regarding a proposed amendment to Article XXIV, Vacation of Easement and Right-of Way, of the Land Use and Development Ordinance.**

6. **PUBLIC PARTICIPATION:** None presented.

7. **ATTORNEY'S REPORT:** No report.

8. **COMMISSIONER'S COMMENTS:** Chairman commented about architectural standards (see minutes for details).

9. **DIRECTOR'S COMMENTS:** Director presented the upcoming meeting dates. Site Preview is April 16th and the Regular Meeting is April 24, 2025.

10. **ADJOURNMENT:** 5:58 p.m.

Accepted by:

Chairman, Daphne Utilities

DAPHNE UTILITIES
WATER • NATURAL GAS • SEWER

# APPROVED MINUTES

## Utilities Board Meeting

**Council Chambers, Daphne City Hall ◈ February 26, 2025 ◈ 5:00 p.m.**

### I. Call to Order

The regular February 2025 Board meeting for the Utilities Board of the City of Daphne was held on February 26, 2025, in the Council Chambers at Daphne City Hall and called to order at 5:00 p.m. by Chairwoman Selena Vaughn, followed by the Roll Call:

### II. Roll Call

***Members Present:*** Selena Vaughn, Chairwoman
Tim Patton, Vice Chairman
Billy Mayhand, Secretary/Treasurer
Councilman Joel Coleman, Board Member

***Members Absent:*** Mayor Robin LeJeune, Board Member

***Others Present:*** Jerry Speegle – Board Attorney – arrived at 5:01pm
Scott Polk – CEO/General Manager
Lexus Carlee – Chief Finance Officer
Alex Godfrey – Chief Information Officer
Samantha Coppels –Chief Communications Officer
Lori Wilson – Executive Assistant

***Others Absent:*** Bobby Purvis – Chief Operations Officer

### III. Pledge of Allegiance

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

Jerry Speegle arrived at 5:01pm.

### IV. Approval of Minutes

**Utilities Board Meeting Minutes January 29, 2025**

The Chairwoman requested any additions, corrections, or deletions for the submitted minutes of the regular Daphne Utilities Board meeting of January 29, 2025.

With no additions, deletions or corrections, the Chairwoman declared that the submitted minutes of the regular Daphne Utilities Board meeting of January 29, 2025, would stand approved.

### V. OLD BUSINESS –

**A.** None

## VI. NEW BUSINESS –

### A. None

## VII. BOARD ATTORNEY'S REPORT

Mr. Speegle had nothing to add to his submitted report and offered to answer questions.

## VIII. FINANCIAL REPORT

Finance Manager Lexus Carlee highlighted for the Board: increase in total assets, revenue, expenses, and total net income on track to meet annual budget, spending has slowed and awaiting arrival of invoices.

## GENERAL MANAGER'S REPORT

### A. GM Report

CEO/GM Scott Polk reported to the Board regarding: project at Pollard Road and CR64, the WRF 20-year plan initial draft task order to move forward with moving to a 33% engineered solution and awaiting Board comments, the rehab of Well #15 project continues to have issues with inaccurate flows, the repair is complete on the 15" gravity main break at Tiawasse Creek with stream restoration underway, evaluating implementing a new alert system to eventually replace the Everbridge alert system, problems that developed with the Maple Street Biscuit Company, receipt and review of the two new GOMESA grants for installation of six permanent natural gas bypasses at critical lift stations, update information of Summer Oaks development by Adams Homes and that private sewer system, and lastly notification that Belforest Water is increasing their rates 25%.

### B. Operations Report

Chief Operations Officer Alex Godfrey stated that Mr. Polk covered much of his report and offered to answer any questions the Board may have.

Chairwoman Vaughn inquired about what is needed from the Board for the next step on the long-term plan; Tim Patton stated that he would meet with Scott Polk to review and discuss and that it would be back before the Board next month. Mr. Polk advised that he reviewed the task order last week before sending to the Board members and because it is over $100,000, the Board would have to approve the purchase for the ability to move forward with that and any questions the Board would have, the engineering firm is agreeable to coming to a board meeting and answering any questions. Mr. Patton requested as much clarification as possible. Mr. Polk noted that he would send a revised task order and have it available to be voted on at the next board meeting.

### C. **Engineering & Consulting Reports** – nothing to add to the submitted reports

## IX. **BOARD ACTION** – previously addressed.

## X. **PUBLIC PARTICIPATION** – At 5:22pm, Chairwoman Vaughn opened and closed public participation noting that there was no participation.

## XI. BOARD COMMENTS –

Mr. Tim Patton commented on the board book and appreciated all the pictures.
Councilman Joel Coleman complimented how well the reports are organized.
Mr. Billy Mayhand had no comments.
Chairwoman Vaughn expressed her excitement regarding the "Daupler" project.

## XII. ADJOURNMENT

With no additional comments, the Chairwoman Vaughn called for a motion to adjourn the meeting. Mr. Billy Mayhand made the Motion to Adjourn.

The meeting adjourned at 5:23 pm.

Preceding minutes submitted to the Daphne Utilities Board by:

Lori Wilson

Lori Wilson, Executive Assistant, Daphne Utilities

**COMMUNITY DEVELOPMENT**
**INTERNAL MEMORANDUM**

Daphne
ALABAMA

DATE: March 28, 2025

TO: Office of the City Clerk

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

SUBJECT: Proposed Amendments to the Land Use and Development Ordinance, Articles 24, Vacation of Easement and/or Right-of-Way

At the March 27, 2025 regular meeting of the City of Daphne Planning Commission, nine members were present. The motion carried to set forth a favorable recommendation to the City Council to amend Article 24, Vacation of Easement and/or Right-of-Way of the Land Use and Development Ordinance.

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

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

Thank you,
ADJ/jv

Attachment

cc: file

## ARTICLE XXIV
## VACATION OF EASEMENT AND/OR RIGHT-OF-WAY

### 24-1 PROCEDURE FOR VACATION OF EASEMENT

The City Council may, after examination and review thereon, consent to the vacation of public easements, upon a request initiated by the Planning Commission or any person, firm, or a corporation, pursuant to the following procedure:

(a) An application on the prescribed form shall be submitted in writing to the Department of Community Development no fewer than thirty (30) days prior to the regularly scheduled meeting of the Planning Commission and must be accompanied by an adjacent property owners list, deed (proof of ownership), legal description of the easement proposed to be vacated, a current survey, and a map showing the location of the subject easement and all abutting properties and nearest rights-of-way.

(b) The applicant shall be responsible for obtaining an easement release, on a form provided by the city, from all utilities that have facilities located within 500 feet of the easement proposed to be vacated. Such form shall contain a request that the utility consent in writing to the vacation, or submit written objection thereto. Such written responses shall be provided to the city at the time the application is submitted.

(c) The application shall be reviewed by the Planning Commission at its next regular meeting, and the Planning Commission shall set forth a recommendation to the City Council.

(d) Prior to acting on an application to vacate an easement, a public hearing thereon shall be held by the City Council with proper notice as required by law. Due notice shall also be given to all abutting property owners of the date, time, and place of said hearing.

Said notice of a vacation of easement shall be published in full for one (1) insertion in a newspaper of general circulation published in the municipality prior to the said public hearing by the City Council.

(e) Said easement shall be vacated and/or relocated upon the consent by resolution of the City Council, a certified copy of which shall be recorded in the Office of the Judge of Probate of Baldwin County following the adoption of such resolution.

(f) Any petition for vacation of easement may be withdrawn prior to action thereon by the Planning Commission or City Council at the discretion of the applicant upon written notice to the Planning Coordinator in the Department of Community Development or City Clerk in the City Clerk's Office,

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whichever is applicable.

## 24-2 PROCEDURE FOR VACATION OF RIGHT-OF-WAY BY PETITION

The City Council may, after examination and review thereon, consent to the vacation of public rights-of-way, in whole or in part, upon a petition submitted by the owner or owners of land abutting any street, alley, or dedicated public way, including unused rights-of-way, pursuant to the following procedure:

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**Deleted:** whether initiated by the Planning Commission, or any person, firm, or a corporation shall be treated in accordance with

(a) A written petition, as described in Alabama Code § 23-4-20, or a written declaration, as described in Alabama Code § 35-2-54, as applicable shall be submitted to the Department of Community Development no fewer than thirty (30) days prior to the regularly scheduled meeting of the Planning Commission and must be accompanied by an adjacent property owners list, deed (proof of ownership), legal description of the right-of-way or portion thereof proposed to be vacated, a current survey, and a map showing the location of the subject right-of-way and all abutting properties.

(b) The application shall be reviewed by the Planning Commission at its next regular meeting, and the Planning Commission shall set forth a recommendation to the City Council.

(c) Prior to acting on an application to vacate an easement, a public hearing thereon shall be held by the City Council with proper notice as required by Alabama Code § 36-25A-3. A copy of the notice shall also be served by U.S. mail at least 30 days prior to the scheduled public hearing on any abutting owner and on any entity known to have facilities or equipment such as utility lines, both above ground or buried, within the public right-of-way of the street or alley, or portion thereof, to be vacated.

In accordance with Ala. Act 1973-386, notice of the public hearing shall also be published in a newspaper published in the city for three (3) consecutive weeks. Such notice must contain both a legal description and a layman's general description of the street, alley, highway, or portion thereof to be vacated.

(d) Said right-of-way shall be vacated upon the consent by resolution of the City Council, a certified copy of which shall be recorded in the Office of the Judge of Probate of Baldwin County following the adoption of such resolution. If the request for vacation was submitted by written declaration as described in Alabama Code § 35-2-54, a certified copy of said resolution shall be recorded by the declarant(s) as an attachment to the declaration of vacation.

(e) Notice of the City Council's action shall be published once in a newspaper in the county no later than fourteen (14) days after the resolution's adoption.

## 24-3 FEES

An application to the Planning Commission for vacation of easement and/or right-of-way shall be accompanied by the appropriate fee as more specifically enumerated in *Article 34, Schedule of Fees.*

**CITY OF DAPHNE, ALABAMA**
**RESOLUTION 2025 - 21**

**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 | EQ/VEH # | DESCRIPTION | VIN/SN |
|---|---|---|---|
| MOWING | 1117 | 2005 FORD F150 PU | 1FTRX12W55NB86137 |

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 ________, 2025.**

________________________________
**Robin LeJeune, Mayor**

**ATTEST:**

________________________________
**Candace G. Antinarella, MMC, City Clerk**

**CITY OF DAPHNE, ALABAMA**
**RESOLUTION 2025-22**

## RESOLUTION: 2025-E-MONITORING SERVICES FOR DISASTER DEBRIS REMOVAL

**WHEREAS,** the City of Daphne is required under section 39-2-2 of the Code of Alabama to secure competitive bids for public works contracts in excess of $100,000; and

**WHEREAS,** the City of Daphne acknowledges that in the event of a natural disaster the cost for the MONITORING SERVCIES FOR DISASTER DEBRIS REMOVAL is anticipated to exceed $100,000; and

**WHEREAS,** the City of Daphne did receive and review bids for the MONITORING SERVCIES FOR DISASTER DEBRIS REMOVAL and has determined that the bid as presented is reasonable; and

**WHEREAS,** the subject bid is hereby certified contemporaneously with the passing of this resolution that the bid was let in compliance with all applicable provisions of Alabama law; and

**WHEREAS,** based on the evaluation of the above listed criteria staff recommends the bid for MONITORING SERVCIES FOR DISASTER DEBRIS REMOVAL DISPOSAL be awarded to Tetra Tech Inc.

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

1. Accept the bid of Tetra Tech Inc as specified in the Bid Submittal for BID NO. 2025-E-MONITORING SERVCIES FOR DISASTER DEBRIS REMOVAL.
2. The Mayor is hereby authorized and directed to do or perform or cause to be done or performed in the name of and behalf of the City such other acts, and to execute, deliver, file and record such other instruments, documents, certificates, notifications and related documents, all as shall be required by law or necessary or desirable to carry out the provisions and purposes of this resolution.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS _______________day of _________, 2025.**

___________________________________
**Robin LeJeune, Mayor**

**ATTEST:**

___________________________________________
**Candace G. Antinarella MMC, City Clerk**

# CITY OF DAPHNE, ALABAMA
# RESOLUTION 2025-23

## RESOLUTION: 2025-F-DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES

**WHEREAS,** the City of Daphne is required under section 39-2-2 of the Code of Alabama to secure competitive bids for public works contracts in excess of $100,000; and

**WHEREAS,** the City of Daphne acknowledges that in the event of a natural disaster the cost for the DISASTER DEBRIS REMOVAL & DISPOSAL will exceed $100,000; and

**WHEREAS,** the City of Daphne did receive and review bids for the DISASTER DEBRIS REMOVAL & DISPOSAL and has determined that the bid as presented is reasonable; and

**WHEREAS,** the subject bid is hereby certified contemporaneously with the passing of this resolution that the bid was let in compliance with all applicable provisions of Alabama law; and

**WHEREAS,** staff recommends the bid for DISASTER DEBRIS REMOVAL & DISPOSAL be awarded to CrowderGulf LLC.

**NOW, THEREFORE BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA,** that the City

1. Accept the bid of CrowderGulf LLC for unit cost as bid in the BID SPECIFICATION NO. 2025-F-DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES and the Mayor is hereby authorized to sign and execute the contract for the Disaster Debris Removal & Disposal services.
2. The Mayor is hereby authorized and directed to do or perform or cause to be done or performed in the name of and behalf of the City such other acts, and to execute, deliver, file and record such other instruments, documents, certificates, notifications and related documents, all as shall be required by law or necessary or desirable to carry out the provisions and purposes of this resolution.

**APPROVED AND ADOPTED by the City Council of the City of Daphne, Alabama, this ____ day of __________, 2025.**

__________________________________
**Robin LeJeune, Mayor**

**ATTEST:**

____________________________________
**Candace G. Antinarella MMC, City Clerk**

# CITY OF DAPHNE, ALABAMA
# RESOLUTION 2025-24

## 2025-G-MOSQUITO MANAGEMENT PROGRAM

**WHEREAS**, the City of Daphne is required under section 41-16-50 of the Code of Alabama to secure competitive bids for goods and services in excess of $30,000; and

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

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

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

**WHEREAS,** the subject bid is hereby certified contemporaneously with the passing of this resolution that the bid was let in compliance with all applicable provisions of Alabama law; and

**WHEREAS**, Staff has recommended to award to the sole bidder, Mississippi Mosquito Control LLC, for the amount of $8,559 per month for the timeframe as designated by the City, Larviciding $.002/SqFt , and other services as required as specified in the bid; and

**WHEREAS**, monies have been appropriated in the FY2025 Budget for City mosquito spraying services and are available to fund the Mosquito Management Program as bid by Mississippi Mosquito Control LLC.

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

1. The City hereby accepts the bid submitted by Mississippi Mosquito Control LLC in the amount of $8,559 per month for the timeframe as designated by the City, Larviciding $.002/SqFt, and other services as specified in BID SPECIFICATION NO. 2025-G-MOSQUITO MANAGEMENT PROGRAM; and
2. The Mayor is hereby authorized to enter into any agreements on behalf of the City of Daphne associated with the Mosquito Management Program.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS _______ day of ________, 2025.**

______________________________
**Robin LeJeune, Mayor**

**ATTEST:**

______________________________
**Candace G. Antinarella MMC, City Clerk**

**CITY OF DAPHNE, ALABAMA**
**RESOLUTION 2025-25**

**2025-H-PINE STRAW**

**WHEREAS**, The City of Daphne is required under section 41-16-50 of the Code of Alabama to secure competitive bids for items in excess of $30,000; and

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

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

**WHEREAS,** the subject bid is hereby certified contemporaneously with the passing of this resolution that the bid was let in compliance with all applicable provisions of Alabama law; and

**WHEREAS,** Staff recommends the bid for the pine straw be awarded to Siteone Landscape Supply

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

1. Accept the bid of Siteone Landscape Supply for unit cost as specified in BID SPECIFICATION NO. 2025-H-PINE STRAW:

| Description | Delivered / Picked Up / Comply | Siteone Landscape Supply |
|---|---|---|
| Comment if Description/Size Different: | | |
| 1a. Long Leaf Pine Straw –18”x18”x24”/Roll-120sqft Coverage area-Delivered | Per Roll/Delivered | $11.25 |
| 1b. Long Leaf Pine Straw –18”x18”x24”/Roll-120sqft Coverage area-Picked up | Per Roll/Picked Up | $11.50 |
| 1c. Delivered by the Truck Load / List Roll Size if Different | Per Roll/Delivered | $11.25 |
| | | 735 rolls/Truck Load |
| | | |
| 2a. Bale – Size 14’ x14” x 26” – List Bale Size if Different-Delivered | Per Bale/Delivered | No Bid |
| 2b. Bale – Size 14’ x14” x 26” – List Bale Size if Different-Picked up | Per Bale/Picked Up | No Bid |
| 2c. All bales need to be clean pine straw | Comply (Yes/No) | No Bid |
| | | |
| 3. The trailer will be dropped off to work out of until it is empty | Comply (Yes/No) | Yes |
| 4. Delivery Time – 2 business/working days after order is placed | Comply (Yes/No) | Yes |

2. The Mayor is hereby authorized and directed to do or perform or cause to be done or performed in the name of and behalf of the City such other acts, and to execute, deliver, file and record such other instruments, documents, certificates, notifications and related documents, all as shall be required by law or necessary or desirable to carry out the provisions and purposes of this resolution.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS _____ day of____________________, 2025.**

______________________________
**Robin LeJeune, Mayor**

**ATTEST:**

______________________________
**Candace G. Antinarella MMC, City Clerk**

**CITY OF DAPHNE, ALABAMA**
**RESOLUTION 2025-26**

**DONATION OF REAL PROPERTY TO CITY OF DAPHNE**

**WHEREAS,** SRW INVESTMENTS, LLC, an Alabama limited liability company, B CO, LLC, an Alabama limited liability company, JAY-E, LLC, an Alabama limited liability company, O COMPANY, LLC, an Alabama limited liability company, ANN WHITE-SPUNNER, and JOHN WHITE-SPUNNER (collectively, the "Grantor"), has expressed a desire to convey and donate one (1) portion of real property to the City of Daphne, an Alabama municipal corporation; and

**WHEREAS,** said real property is located within the corporate limits of the City of Daphne, Alabama and is identified by the Baldwin County Revenue Commissioner as tax parcel 05-43-05-21-0-000-001.006 (PIN 250361), and the portion thereof being donated is more particularly described as follows:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, ACCORDING TO THE PLAT OF BUSINESS CENTER OF FRIENDSHIP ROAD SUBDIVISION, RECORDED AT SLIDE 2090-C & D, IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA, AND RUN THENCE SOUTH 89 DEGREES 25 MINUTES 42 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 399.92 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE RUN SOUTH 00 DEGREES 06 MINUTES 55 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 34.87 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 485.72 FEET, AN ARC LENGTH OF 75.60 FEET, (CHORD BEARS NORTH 84 DEGREES 58 MINUTES 10 SECONDS WEST, A DISTANCE OF 75.53 FEET); THENCE RUN NORTH 89 DEGREES 25 MINUTES 42 SECONDS WEST, A DISTANCE OF 324.71 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF FRIENDSHIP ROAD; THENCE RUN NORTH 00 DEGREES 10 MINUTES 54 SECONDS EAST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 29.00 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 0.27 ACRES, MORE OR LESS.

(hereinafter, the "Property"); and

**WHEREAS,** the City of Daphne has investigated, reviewed, and determined that the Property would be of benefit to the City of Daphne; and

**WHEREAS,** the City of Daphne does hereby accept the gratuitous donation and transfer of the Property to the City and the City agrees to complete and execute those provisions of appropriate IRS forms acknowledging this conveyance, and the City further acknowledges that it has not provided any goods, services or any other inducements in return for the acceptance of this donated Property.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA** that the above-described Property be and is hereby accepted by the City of Daphne and the Mayor of the City is hereby authorized to execute such documents related to the closing and acceptance of the Property as a charitable contribution for the Grantor's tax purposes, including without limitation a Right-of-Way Donation Agreement in a form as approved by the City Attorney.

**ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA ON THIS THE _______ DAY OF _____________, 2025.**

___________________________________

**Robin LeJeune, Mayor**

**ATTEST:**

________________________________________

**Candace G. Antinarella, MMC, City Clerk**

# RIGHT-OF-WAY DONATION AGREEMENT

This Right-of-Way Donation Agreement (this "**Agreement**") is made and entered into this ___ day of _________, 2025 (the "**Effective Date**") by and between (i) SRW INVESTMENTS, LLC, an Alabama limited liability company, (ii) B CO, LLC, an Alabama limited liability company, (iii) JAY-E, LLC, an Alabama limited liability company, (iv) O COMPANY, LLC, an Alabama limited liability company, (v) ANN WHITE-SPUNNER, and (vi) JOHN WHITE-SPUNNER (collectively, "**Donor**"), and the CITY OF DAPHNE, a municipal corporation organized and existing under the laws of the State of Alabama (the "**City**").

## WITNESSETH:

**WHEREAS**, Donor is the owner of certain real property located adjacent to the east side of Friendship Road across from its intersection with Jonesboro Road in Daphne, Baldwin County, Alabama which is more particularly described as follows:

> Lots 1 and 2, Business Center of Friendship Road, according to plat thereof recorded on Slide 2090-D of the records in the Office of the Judge of Probate of Baldwin County, Alabama.

(the "**Premises**"); and

**WHEREAS**, Donor desires to donate a portion of the Premises as depicted and described in **Exhibit A** attached hereto, and incorporated herein, by reference (the "**Land**") (and all improvements thereon) to the City on the condition that the City construct the Improvements (defined below) and utilize and maintain the property as a public right-of-way as set forth in more detail below; and

**WHEREAS**, the City has agreed to accept the donation, construct the Improvements and utilize and maintain the Land as public right-of-way; and

**WHEREAS**, as provided below, the Donor will obtain an appraisal of the Subject Property (defined below) to determine its fair market value (the "**Appraised Value**"); and

**WHEREAS**, Donor intends that the Appraised Value of the Subject Property shall be treated as a charitable contribution by Donor to the City; and

**WHEREAS**, Donor desires to donate the Subject Property to the City and the City desires to accept the donation of the Subject Property from the Donor upon the terms and conditions set forth in this Agreement.

**NOW, THEREFORE,** in consideration of the premises hereof and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

**AGREEMENT:**

**1. Incorporation of Recitals**: The recitals to this Agreement are incorporated herein and are true and correct.

**2. Description of Property**. The Subject Property which is to be donated and conveyed by Donor to the City pursuant to this Agreement shall consist of the following:

(a) Fee simple title in and to the Land;

(b) All of the buildings, structures, structural appurtenances, facilities, installations and other improvements of every kind and description now or hereafter in, on, over and under the Land and all plumbing, gas, electrical, ventilating, lighting and other utilities and utility systems, ducts, hot water heaters, air conditioning systems and all other building systems and fixtures attached to or comprising a part of the building, if any (the "**Improvements**"), but excluding all personal property, furniture, equipment, and/or trade fixtures owned by Donor (and any current tenant); and

(c) All easements, rights-of-way, appurtenances and other rights and benefits thereunto belonging, all curb cuts, public or private streets, roads, drives, avenues, alleys or pathways, open or proposed, on or abutting the Land, any award hereafter made to or to be made in lieu thereof, and any award hereafter made for damage to the Land or any part thereof by reason of a change of grade in any street, alley, road or avenue, as aforesaid (collectively, the "**Appurtenances**").

The Land, Improvements and Appurtenances are sometimes referred to herein collectively as the "**Subject Property**."

**3. Donation of Subject Property**: Subject to the terms of this Agreement, Donor hereby agrees to donate and convey the Subject Property to the City, and the City agrees to accept the donation of the Subject Property from Donor on the terms and conditions set forth below. At the time of Closing (defined below) hereunder, Donor agrees to convey title to the Land to the City by Special Warranty Deed (the "**Deed**") free and clear of all monetary liens or mortgages created by through or under Donor and subject to the lien for ad valorem taxes which are not yet due and payable and all encumbrances and exceptions affecting or applying to the Land as shown in the public records of the Office of the Judge of Probate of Baldwin County, Alabama (the "**Public Records**"). The form of the Deed is attached hereto as **Exhibit B** and by this reference made a part hereof.

**4. Terms and Conditions of Donation**:

(a) Conveyance by Deed. The Donor will convey the Subject Property to the City by the Deed.

(b) Charitable Donation; Appraisal. The City acknowledges that Donor intends to treat the donation of the Subject Property as a charitable donation for federal tax purposes, and the City agrees to sign such documentation confirming the value of the Subject Property as may be reasonably requested by Donor (including, without limitation, signing the property receipt acknowledgement on IRS Form 8283) confirming the value of the gift, which obligation shall survive the conveyance of the Subject Property to the City. However, the City makes no representation as to the extent or existence of Donor's right to claim a charitable contribution to the City hereunder. Donor will be solely responsible for compliance with the gift value substantiation requirements under the Internal Revenue Code of 1986, as amended. For purposes of this Agreement, the gift shall be valued by Donor in a total amount equal to (i) the Appraised Value of the Subject Property as established by Donor based on an appraisal obtained by Donor within sixty (60) days prior to the Closing, plus (ii) the amount of any out-of-pocket costs incurred by Donor in connection with the donation transaction contemplated in this Agreement.

(c) The donation of the Subject Property from Donor to the City is conditioned upon the City commencing the construction of the improvements shown on **Exhibit C** attached hereto (collectively, the "**Improvements**") on or before eighteen (18) months from the Effective Date ("**Construction Deadline**"), which Improvements include, but are not limited to construction and paving of the Milton Jones Road Extension, installation of the curbs and curb cut entrance to the northside of Lot 1 of the Premises and installation of sidewalks and other improvements on the Premises all as depicted on **Exhibit C**. In the event the City shall fail to commence construction of the Improvements on or before the Construction Deadline, the Subject Property shall automatically revert back to Donor and the City shall sign a deed in the same form as the Deed attached as Exhibit B and such other documents as may be reasonably requested by Donor to convey the Subject Property back to Donor. In the event the Subject Property reverts back to Donor, City shall convey title to the Land back to Donor in the same manner as City received title to the Land and free of any new liens, encumbrances or exceptions created after the Effective Date.

**5.** **Survey**: The City shall have the right, at its own expense, to have the Subject Property surveyed by a surveyor licensed in the State of Alabama prepared in accordance with ALTA requirements ("**Survey**"). Any such Survey shall be obtained within thirty (30) days following the Effective Date.

**6.** **Closing**: The closing ("**Closing**") contemplated by this Agreement shall take place no more than thirty (30) days after the Effective Date, at a time and place in the City of Daphne mutually agreed upon by the City and Donor ("**Closing Date**").

**7.** **Donor's Obligations at Closing**: At the Closing, subject to performance by the City of its obligations under this Agreement, Donor shall do the following:

(a) Execute, acknowledge and deliver to the City the Deed conveying good, insurable and marketable title to the Subject Property to the City;

(b) Execute, acknowledge and deliver to the City a commercially reasonable owner's affidavit ("**Owner's Affidavit**") in form and substance reasonably acceptable to the City and Donor;

(c) Execute and deliver commercially reasonable instruments satisfactory to the City and Donor reflecting the proper power and authorization for the conveyance of the Subject Property from the Donor to the City hereunder;

(d) Deliver to the City a FIRPTA affidavit in form and substance reasonably acceptable to the City and Donor;

(e) Execute and deliver to the City the closing statement ("**Closing Statement**") for the transaction setting forth the financial aspects thereof; and

(f) Deliver to the City all other documents as may be reasonably required by this Agreement and approved by Donor.

**8. The City's Obligations at Closing**: At the Closing, subject to performance by Donor of its obligations under this Agreement, the City shall do the following:

(a) Execute and deliver to Donor the Closing Statement for the transaction setting forth the financial aspects thereof;

(b) Execute and deliver to Donor IRS Form 8283, acknowledging receipt of the Subject Property from Donor and the date of such receipt; and

(c) Deliver to Donor all other documents as may be reasonably required by this Agreement.

**9. Closing Costs and Prorations:**

(a) City Closing Costs. The City shall pay all Closing costs associated with this transaction, including, but not limited to (i) documentary stamps due with respect to the transfer of the Subject Property to the City, if any; (ii) title insurance policy to be delivered to the City with respect to the Subject Property; (iii) recording the Deed; (iv) the Survey for the Subject Property obtained by the City, if any; (v) recording of curative documents, if any, with respect to the Subject Property; and (vi) any other costs or expenses incurred by the City in connection herewith.

(b) Prorations.

(i) Taxes. All ad valorem real property taxes for the year of Closing shall be prorated as of the Closing Date. If, however, the amount of such taxes for the year of Closing cannot be ascertained, the rates, millages and assessed valuations for the previous year, with known changes, if any, shall be used as an estimate, and tax prorations based on such estimate shall, at the request of either party, be readjusted between the parties when the actual tax bills for the year of sale are received. Donor agrees to pay when due all sales taxes, transaction privilege taxes, occupancy taxes, excise taxes, employment taxes and other taxes and charges (other than ad valorem real property taxes) which are due or come due as a result of the ownership of the Subject Property or the operation thereof prior to 12:01 a.m. on the Closing Date and which, if not paid, could result in a lien upon the Subject Property, enforceable against the City or the City's estate in the Subject Property following closing. The City will pay all sales taxes, transaction privilege taxes, occupancy taxes, excise taxes, employment taxes, income taxes and other taxes and charges, if any, which come due as a result of the ownership of the Subject Property or the operation thereof from and after 12:01 a.m. on the Closing Date. Notwithstanding anything in this Agreement to the contrary, the provisions of this Section 9(b)(i) shall survive the Closing.

(ii) Assessments. Donor shall pay, or prior to Closing shall have paid, all special assessments and liens for public improvements which are due and payable as of 12:01 a.m. on the Closing Date and the City shall assume payment of all special assessments and liens for public improvements which become due and payable after 12:01 a.m. on the Closing Date.

(iii) Insurance. The City will provide its own insurance and, accordingly, Donor shall bear all insurance costs up to the Closing Date and all costs of cancellation.

(iv) Other. Such other items as are customarily adjusted in transactions of this type will be prorated as of 12:01 a.m. on the Closing Date.

All prorations and adjustments shall be made by the parties, assisted by their respective accountants. In the event the final adjustments shall not have been completed as of the Closing Date, the parties shall nevertheless close the transaction contemplated herein and make prorations and adjustment on the basis of mutually agreeable estimates, subject, however, to later reproration or readjustment based upon the final determination of their accountants within 60 days following Closing, which obligation shall survive the Closing. Each party agrees to exercise diligence and good faith in reaching agreement with respect to such prorations and adjustments.

**10. Representations and Warranties**: Except as expressly set forth herein or elsewhere in this Agreement, each party acknowledges and agrees that the transfer contemplated by this Agreement is without representation or warranty of any kind or nature. All representations and warranties are made to the best of the knowledge and belief of the party making the same, except as may be otherwise stated, and without investigation. Representations and warranties shall be true as of the Effective Date hereof and as of the Closing Date. The parties represent and warrant to one another as follows:

(a) By Donor: Donor makes the following representations and warranties to the City with respect to the Subject Property:

(i) Donor's Authority, Validity of Agreements. Donor has full right, power, and authority to enter into and carry out the transactions contemplated by this Agreement and to carry out its obligations hereunder. The individual(s) executing this Agreement and the instruments referenced herein on behalf of Donor has/have the legal power, right, and actual authority to bind Donor to the terms hereof and thereof. This Agreement is, and all other instruments, documents and agreements to be executed, and delivered by Donor in connection with this Agreement shall be, duly authorized, executed, and delivered by Donor and the valid, binding, and enforceable obligations of Donor (except as enforcement may be limited by bankruptcy, insolvency, or similar laws) and do not, and as of the Closing Date will not, result in any violation of, or conflict with, or constitute a default under, any provisions of any agreement of Donor or any mortgage, deed of trust, indenture, lease, security agreement, or other instrument, covenant, obligation, or agreement to which Donor or the Subject Property is subject, or any judgment, law, statute, ordinance, writ, decree, order, injunction, rule, ordinance, or governmental regulation or requirement affecting Donor or the Subject Property.

(ii) Sole Owner. Donor is the sole owner of fee simple interest to the Subject Property. Donor shall not take any action to affect title to the Subject Property while this Agreement is in effect except as requested by the City, and the sole and exclusive possession of the Subject Property shall be delivered to the City on the Closing Date.

(iii) No Third-Party Rights. There are no leases, occupancy agreements, unrecorded easements, licenses, or other agreements that grant third parties any possessory or usage rights to all or any part of the Subject Property.

(iv) Litigation. There are no actions, investigations, suits, or proceedings (other than tax appeals or protests) pending or, to Donor's knowledge, threatened that affect the Subject Property, the ownership or operation thereof, or the ability of Donor to perform its obligations under this Agreement, and there are no judgments, orders, awards, or decrees currently in effect against Donor or with respect to the ownership or operation of the Subject Property that have not been fully discharged prior to the Effective Date.

(v) Zoning and Condemnation. Except as otherwise known by the City and to the best of Donor's knowledge, there are no pending proceedings to alter or restrict the zoning or other use restrictions applicable to the Subject Property, or to institute a moratorium or similar restriction on building on or issuing certificates of occupancy for construction on all or any portion of the Subject Property.

(vi) No Violations of Environmental Laws. Except as otherwise known by the City and to the best of Donor's knowledge: (a) the Subject Property is not currently under investigation for violation of any federal, state, or local law, ordinance, or regulation relating to industrial hygiene, worker health and safety, or to the environmental conditions in, at, on, under, or about the Subject Property, including, but not limited to, soil and groundwater conditions ("**Environmental Laws**"); (b) Donor has not used, generated, manufactured, stored, or disposed in, at, on, or under the Subject Property any Hazardous Substance in violation of any Environmental Laws; and (c) there is not now in, on, or under the Subject Property any underground or above ground storage tanks or surface impoundments, any asbestos containing materials, or any polychlorinated biphenyls used in hydraulic oils, electrical transformers, or other equipment. Donor hereby assigns (to the extent assignable) to the City as of the Closing any claims, counterclaims, defenses, and actions, whether at common law or pursuant to any other applicable federal, state or other laws that Donor may have against any third party or parties relating to the existence or presence of any Hazardous Substance in, at, on, under, or about the Subject Property. For purpose of this Agreement, the term "**Hazardous Substance**" shall be deemed to include any wastes, materials, substances, pollutants, and other matters regulated by Environmental Laws.

(vii) No Liens. There are no construction liens or similar claims or liens now asserted or capable of being asserted against the Subject Property for work performed or commenced at Donor's request prior to the date hereof; however, Donor shall not be responsible for any amounts due to consultants or other third-parties performing work at the City's request and the City shall timely pay all amounts due to such persons.

(viii) No Other Commitments. Donor has not made any commitment or representation to any governmental authority, or any adjoining or surrounding property owner, that would in any way be binding on the City or would interfere with the City's ability to utilize the Subject Property for its present use or future use as a public right-of-way, and Donor shall not make any such commitment or representation that would affect the Subject Property or any portion thereof, without the City's written consent.

(ix) No Default. Donor is not in default under the provisions of any deed of trust, mortgage, or other encumbrance, lien, or restriction that affects the Subject Property.

(x) No Contracts Affecting Subject Property. There are no contracts, leases, licenses or other agreements affecting the title or use of the Subject Property that are currently in force or pending as of the Closing Date except for those matters shown in the Public Records.

IT IS UNDERSTOOD AND AGREED THAT, EXCEPT AS SPECIFICALLY OTHERWISE PROVIDED IN THIS AGREEMENT, DONOR HAS MADE NO, IS NOT MAKING ANY, AND DISCLAIMS ANY AND ALL, WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH

RESPECT TO THE SUBJECT PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES RELATED TO SUITABILITY FOR HABITATION OR INTENDED USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES OR REPRESENTATIONS AS TO THE CONDITION OF THE SUBJECT PROPERTY, MATTERS OF TITLE, USE OR INCOME POTENTIAL, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, EXPENSES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, COMPLIANCE WITH GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE SUBJECT PROPERTY. CITY AGREES THAT CITY HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF DONOR NOT MADE IN THIS AGREEMENT. CITY REPRESENTS THAT IT IS A KNOWLEDGEABLE ACQUIRER OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF CITY'S CONSULTANTS AND THAT CITY MAY CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE SUBJECT PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS CITY DEEMS NECESSARY OR APPROPRIATE. WITH THE EXCEPTION OF THE REPRESENTATIONS AND WARRANTIES MADE BY DONOR IN THIS AGREEMENT, CITY SHALL RELY UPON CITY'S INSPECTIONS AND, UPON CLOSING, EXCEPT AS TO THOSE MATTERS EXPRESSLY REPRESENTED AND WARRANTED BY DONOR IN THIS AGREEMENT, SHALL ASSUME THE RISK THAT ADVERSE MATTERS INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY CITY'S INSPECTIONS AND INVESTIGATIONS. CITY ACKNOWLEDGES AND AGREES THAT UPON CLOSING DONOR SHALL DONATE AND CONVEY TO CITY AND CITY SHALL, EXCEPT AS TO THOSE MATTERS EXPRESSLY REPRESENTED AND WARRANTED BY DONOR IN THIS AGREEMENT, ACCEPT THE SUBJECT PROPERTY "AS IS, WHERE IS," WITH ALL FAULTS, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE SUBJECT PROPERTY BY DONOR, DONOR'S AGENTS OR REPRESENTATIVES OR ANY THIRD PARTY, EXCEPT FOR THOSE MATTERS EXPRESSLY REPRESENTED AND WARRANTED BY DONOR IN THIS AGREEMENT. CITY ACKNOWLEDGES THAT ANY CONDITION OF THE SUBJECT PROPERTY THAT CITY DISCOVERS OR DESIRES TO REPAIR, CORRECT OR IMPROVE SHALL BE AT CITY'S SOLE EXPENSE. THE TERMS AND CONDITIONS OF THIS SECTION SHALL EXPRESSLY SURVIVE THE CLOSING AND NOT MERGE THEREIN.

(b) By the City. The City makes the following representations and warranties to Donor:

(i) Due Organization. The City is constituted as a municipal government, organized, validly existing, and in good standing under the laws of the State of Alabama.

(ii) The City's Authority, Validity of Agreements. The City has full right, power, and authority to enter into and carry out the transaction contemplated by this Agreement and to carry out its obligations hereunder. The individual(s) executing this Agreement and the instruments referenced herein on behalf of the City has/have the legal power, right, and actual authority to bind the City to the terms hereof and thereof. This Agreement is, and all other instruments, documents and agreements to be executed, and delivered by the City in connection with this Agreement shall be, duly authorized, executed, and delivered by the City and the valid, binding, and enforceable obligations of the City (except as enforcement may be limited by bankruptcy, insolvency, or similar laws) and do not, and as of the Closing Date will not, result in any violation of, or conflict with, or constitute a default under, any provisions of any agreement of the City or any mortgage, deed of trust, indenture, lease, security agreement, or other instrument, covenant, obligation, or agreement to which the City is subject, or any judgment, law, statute, ordinance, writ, decree, order, injunction, rule, ordinance, or governmental regulation or requirement affecting the City.

(iii) Grandfathered Status. Upon conveyance of the Land to the City and subsequent annexation of the remaining portion of the Premises (the "**Remaining Premises**") into the corporate boundaries of the City, the Remaining Premises shall retain "grandfathered" status with respect to certain regulations contained within the City's Land Use and Development Ordinance (the "**LUDO**"), subject to the conditions set forth in this Subsection 10(b)(iii). Specifically, the City warrants that the Remaining Premises, as configured at the time of annexation, shall not be subject to any modifications or penalties under the LUDO. The grandfathered status described herein shall apply only to the existing improvements located on and configuration of the Remaining Premises as of the date of annexation. Any future development, subdivision, or material change to the existing improvements located on and configuration of the Remaining Premises as of the date of annexation shall be subject to compliance with the then-current provisions of the LUDO unless otherwise exempted in writing by the City. In addition, Donor shall be permitted to install two new signs on its Remaining Premises (one on the North side fronting the new Milton Jones Road and one on the West side fronting Friendship Road) which signs shall comply with any applicable sign ordinances. Notwithstanding anything in this Agreement to the contrary, the provisions of this Section 10(b)(iii) shall survive the Closing.

(c) Survival. Except as otherwise expressly indicated, all of the representations, warranties and covenants of the parties set forth in this Agreement shall survive the Closing and delivery of the Deed for a period of one (1) year and shall expire thereafter.

**11. Real Estate Commission/Brokers**. Donor and the City acknowledge and agree that no real estate brokers have been or will be used in this transaction. This Section 11 shall survive Closing or termination of this Agreement for a period of two (2) years.

**12. Condemnation**. In the event that the Subject Property or any portion thereof is taken or condemned or subject to the threat of condemnation by any governmental authority other than the City prior to the Closing Date, the Donor shall notify the City, and the City shall have the option, in its sole and absolute discretion, of either: (a) terminating this Agreement by giving written notice to the Donor, whereupon this Agreement and all rights and obligations created hereunder shall be null and void and of no further force and effect, or (b) requiring the Donor to convey the remaining portion of the Subject Property to the City in accordance with the terms and conditions of this Agreement. Donor shall retain any compensation to be paid for such condemnation of the Subject Property.

**13. Casualty**. Prior to the Closing and notwithstanding the pendency of this Agreement, the entire risk of loss or damage by earthquake, hurricane, tornado, flood, landslide, fire, sinkhole, or other casualty with respect to the Subject Property shall be borne and assumed by Donor. If, prior to the Closing, any material portion of the Subject Property is damaged as a result of any earthquake, hurricane, tornado, flood, sinkhole, landslide, fire, or other casualty, the Donor shall notify the City of such fact within a reasonable time after Donor has actual knowledge thereof. In such event, the City shall have the option to terminate this Agreement upon written notice to Donor given within ten (10) days after receipt of any such notice of damage from the Donor. If the City waives the right to terminate this Agreement and elects to proceed with the Closing, then the parties shall proceed to the Closing pursuant to the terms hereof without further modification of the terms of this Agreement and Donor shall retain any insurance proceeds actually received by Donor under its hazard insurance policy covering the Subject Property.

**14. Remedies**. Except with respect to a failure to consummate the Closing on the Closing Date, for which there shall be no notice and opportunity to cure, neither party shall be in default hereunder unless and until the party against whom a default is alleged has been given not less than ten (10) days' prior written notice from the party alleging a default and the alleged default has not been cured within the aforesaid ten (10) day period (unless a longer cure period is provided for elsewhere herein).

(a) Prior to Closing. In the event of an uncured default by a party prior to Closing, the sole remedies of the non-defaulting party shall be either: (i) to terminate this Agreement, whereupon all parties shall be relieved of all further obligation or liability hereunder; or (ii) to sue for specific performance of the defaulting party's obligations hereunder, which suit must be filed, if at all, in the Circuit Court of Baldwin County, Alabama on or before ninety (90) days following the expiration of the cure period, if any, for the alleged default.

(b) Following Closing. Nothing contained in this Section 14 shall limit or prevent the non-defaulting party from enforcing such party's rights that survive the Closing or the termination of this Agreement, as applicable, provided that such party was unaware of the breach of any such obligation, including representations and warranties of the defaulting party, at the time of Closing.

(c) Attorneys' Fees. In the event that either party hereto brings an action or proceeding against the other party to enforce any of the covenants, conditions, agreements, or provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover all reasonable costs and expenses of such action or proceeding, including, without limitation, reasonable attorneys' fees, charges, disbursements, and the fees and costs of expert witnesses. If any party secures a judgment in any such action or proceeding, then any costs and expenses (including, but not limited to, attorneys' fees and costs) incurred by the prevailing party in enforcing such judgment, or any costs and expenses (including, but not limited to, attorneys' fees and costs) incurred by the prevailing party in any appeal from such judgment in connection with such appeal shall be recoverable separately from and in addition to any other amount or relief included in such judgment. The preceding sentence is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment.

**15.** **Notices**: Any notices required or permitted hereunder shall be in writing and shall be deemed to have been properly and timely delivered if such notice is (i) delivered by overnight courier or electronic means, in which case the notice shall be deemed delivered one (1) business day after delivery to the overnight courier or by electronic means; (ii) mailed, certified or registered mail, return receipt requested, in which case the notice shall be deemed delivered three (3) days after it is deposited in the mail and postmarked by the U.S. Postal Service. All notices must be addressed to the parties as follows:

If To Donor:
SRW INVESTMENTS, LLC
B CO, LLC
JAY-E, LLC
O COMPANY, LLC
ANN WHITE-SPUNNER
JOHN WHITE-SPUNNER
3201 Dauphin Street, Suite A
Mobile, Alabama 36606
Email: benson@wsinvestllc.com and to
john@white-spunner.com

With a copy to:
JONES WALKER LLP
11 North Water Street, Suite 1200
Mobile, Alabama 36602
Attention: Clay A. Lanham
Email: clanham@joneswalker.com

If To the City:
City of Daphne
Attn: Office of the Mayor
1705 Main Street
Daphne, Alabama 36526
Telephone: (251) 620-1000
Email: cityclerk@daphneal.com

With a copy to:
Adams & Reese, LLP
11 N Water St, Suite 23200
Mobile, Alabama 36602
Attn: A. Patrick Dungan, Esq.
Telephone: (251) 433-3234

Email: patrick.dungan@arlaw.com

or at such other addresses, or to the attention of such other person or persons designated by Donor or the City by notice given as herein provided.

**16. Miscellaneous Provisions.**

(a) Governing Law; Venue. This Agreement and the legal relations between the parties hereto shall be governed by, and construed and enforced in accordance with, the laws of the State of Alabama, without regard to its principles of conflicts of law. Venue for any action brought to interpret or enforce this Agreement shall, unless otherwise specifically be required hereunder, be any applicable state court located in Baldwin County, Alabama or federal court located in Mobile County, Alabama.

(b) Entire Agreement. This Agreement, including the exhibits attached hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, letters of intent, term sheets, negotiations, and discussions, whether oral or written, of the parties, and there are no warranties, representations, or other agreements, express or implied, made to either party by the other party in connection with the subject matter hereof except as specifically set forth herein.

(c) Modification; Waiver. No supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

(d) Expenses. Subject to the provision for payment of the Closing Costs in accordance with the terms of this Agreement and of any other provision of this Agreement, whether or not the transactions contemplated by this Agreement shall be consummated, all fees and expenses incurred by any party hereto in connection with this Agreement shall be borne by such party.

(e) Severability. Any provision or part of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall, as to such situation and such jurisdiction, be ineffective only to the extent of such invalidity and shall not affect the enforceability of the remaining provisions hereof or the validity or enforceability of any such provision in any other situation or in any other jurisdiction.

(f) Successors and Assigns. All of the parties' rights, duties, benefits, liabilities, and obligations under this Agreement shall inure to the benefit of, and be binding upon, their respective successors. Notwithstanding the foregoing to the contrary, neither party shall have no right to assign its rights under this Agreement, without the prior written consent of the other party thereto, which may be granted or withheld in such party's sole and absolute discretion.

(g) Headings. The paragraph and subparagraph headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter, or affect the meaning or interpretation of any provision hereof.

(h) Construction. As used in this Agreement, the masculine, feminine, and neuter gender and the singular or plural shall each be construed to include the other whenever the context so requires. This Agreement shall be construed as a whole and in accordance with its fair meaning, without regard to any presumption or rule of construction causing this Agreement or any part of it to be construed against the party causing the Agreement to be written. The parties acknowledge that each has had a full and fair opportunity to review the Agreement and to have it reviewed by counsel.

(i) Further Assurances. In addition to the actions recited herein and contemplated to be performed, executed, and/or delivered by Donor and the City, Donor and the City agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered at the Closing or after the Closing any and all such further acts, instruments, deeds, and assurances as may be reasonably and required to consummate the transactions contemplated hereby provided that they are consistent with the intent of this Agreement.

(j) Business Day. As used herein, the term "Business Day" shall mean a day that is not a Saturday, Sunday, National or State holiday, or a day on which commercial banks in the State of Alabama are authorized or required by applicable law to close. In the event that the date for the performance of any covenant or obligation under this Agreement shall fall on a day that is not a Business Day, the date for performance thereof shall be extended to the next Business Day thereafter.

(k) Time of the Essence. Time shall be of the essence with respect to all matters contemplated by this Agreement.

(l) Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute only one agreement.

(m) Waiver of Jury Trial. DONOR AND CITY HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANOTHER PARTY ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

[SIGNATURE PAGES FOLLOW.]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**DONOR**:

**SRW INVESTMENTS, LLC, an Alabama limited liability company**

By: ________________________________
Name: ________________________________
Its: ________________________________

STATE OF ALABAMA )
COUNTY OF BALDWIN )

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that _______________, whose name as the ____________ of SRW INVESTMENTS, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this ____ day of _________, 2025.

_____________________________________
Notary Public
My commission expires: _______________

AFFIX SEAL

**B CO, LLC, an Alabama limited liability company**

By: ________________________________
Name: ________________________________
Its: ________________________________

STATE OF ALABAMA )
COUNTY OF BALDWIN )

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that _______________, whose name as the ____________ of B CO, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this ____ day of _________, 2025.

_____________________________________
Notary Public
My commission expires: _______________

AFFIX SEAL

[*Donor Signatures Continued*]

**JAY-E, LLC, an Alabama limited liability company**

By: ______________________________
Name: ______________________________
Its: ______________________________

STATE OF ALABAMA )
COUNTY OF BALDWIN )

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that _______________, whose name as the ____________ of JAY-E, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this ____ day of _________, 2025.

___________________________________
Notary Public
AFFIX SEAL
My commission expires: _______________

**O COMPANY, LLC, an Alabama limited liability company**

By: ______________________________
Name: ______________________________
Its: ______________________________

STATE OF ALABAMA )
COUNTY OF BALDWIN )

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that _______________, whose name as the ____________ of O COMPANY, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this ____ day of _________, 2025.

___________________________________
Notary Public
AFFIX SEAL
My commission expires: _______________

[*Donor Signatures Continued*]

**ANN WHITE-SPUNNER**

______________________________________

STATE OF ALABAMA )
COUNTY OF BALDWIN )

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that ANN WHITE-SPUNNER, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily.

Given under my hand and official seal, this ____ day of _________, 2025.

_____________________________________
Notary Public
AFFIX SEAL My commission expires: _______________

**JOHN WHITE-SPUNNER**

______________________________________

STATE OF ALABAMA )
COUNTY OF BALDWIN )

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that JOHN WHITE-SPUNNER, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily.

Given under my hand and official seal, this ____ day of _________, 2025.

_____________________________________
Notary Public
AFFIX SEAL My commission expires: _______________

[*City Signature Page*]

**CITY:**

**CITY OF DAPHNE, ALABAMA**

_______________________________________
Robin LeJeune, Mayor

**ATTEST**:

_______________________________________
Candace G. Antinarella, MMC, City Clerk

**EXHIBIT A**

Depiction and Legal Description of the Land

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, ACCORDING TO THE PLAT OF BUSINESS CENTER OF FRIENDSHIP ROAD SUBDIVISION, RECORDED AT SLIDE 2090-C & D, IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA, AND RUN THENCE SOUTH 89 DEGREES 25 MINUTES 42 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 399.92 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE RUN SOUTH 00 DEGREES 06 MINUTES 55 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 34.87 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 485.72 FEET, AN ARC LENGTH OF 75.60 FEET, (CHORD BEARS NORTH 84 DEGREES 58 MINUTES 10 SECONDS WEST, A DISTANCE OF 75.53 FEET); THENCE RUN NORTH 89 DEGREES 25 MINUTES 42 SECONDS WEST, A DISTANCE OF 324.71 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF FRIENDSHIP ROAD; THENCE RUN NORTH 00 DEGREES 10 MINUTES 54 SECONDS EAST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 29.00 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 0.27 ACRES, MORE OR LESS.

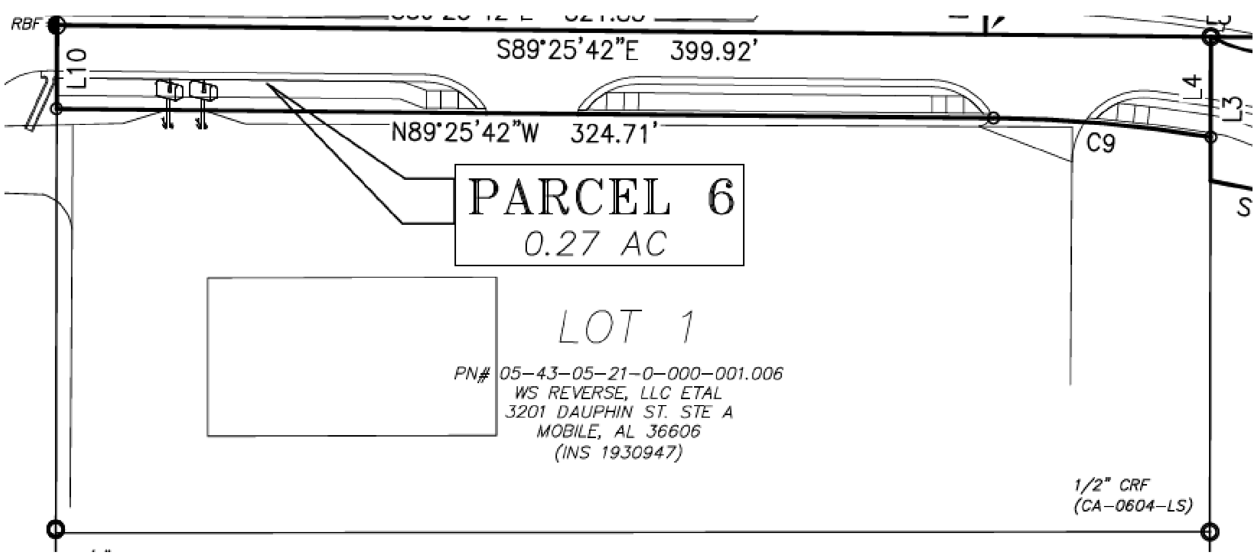

**EXHIBIT B**

Form of the Deed

(attached)

**STATE OF ALABAMA )**
**COUNTY OF BALDWIN )**

Send tax notices to:
City of Daphne, Alabama
1705 Main Street
Daphne, AL 36526
Attn: Finance Director

# STATUTORY WARRANTY DEED

**KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of Ten and
**KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration in hand paid to **SRW INVESTMENTS, LLC**, an Alabama limited liability company, **B CO, LLC**, an Alabama limited liability company, **JAY-E, LLC**, an Alabama limited liability company, **O COMPANY, LLC**, an Alabama limited liability company, **ANN WHITE-SPUNNER**, and **JOHN WHITE-SPUNNER** (collectively, "Grantor") by the **CITY OF DAPHNE**, an Alabama municipal corporation ("Grantee"), the receipt of which is acknowledged, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY unto Grantee, its successors and assigns, that certain real property situated in Baldwin County, Alabama, which described on Exhibit A attached hereto and made a part hereof (the "Property").

**SUBJECT TO** the lien for ad valorem taxes not yet due and payable, all prior mineral reservations and conveyances and all matters of record in the public records of the Office of the Judge of Probate of Baldwin County, Alabama.

**TO HAVE AND TO HOLD** the Property unto Grantee, its successors and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and unto its successors and assigns forever.

Grantor hereby covenants and agrees with Grantee, and its successors and assigns, that Grantor and its successors and assigns, will warrant and defend the Property against the lawful claims (unless otherwise noted above) of all persons claiming by, through, or under Grantor, but not further or otherwise.

Pursuant to the provisions of Ala. Code § 40-22-1 (1975), the following information is offered in lieu of submitting Form RT-1:

| Grantor's Name and Mailing Address: | Grantee's Name and Mailing Address: |
|---|---|
| | City of Daphne<br>1705 Main Street<br>Daphne, AL 36526 |
| | |
| | |

| | |
|---|---|
| Property Address: | Lots 1 and 2, Business Center of Friendship Road<br>Daphne, AL 36526 |
| Date of Sale: | ______________, 2025 |
| Total Purchase Price: | $0.00 (Donation) |
| The Purchase Price can be verified in: | ☒ Closing Statement |

*[Signature(s) on following page(s)]*

**IN WITNESS WHEREOF,** Grantor has executed this Statutory Warranty Deed with the intent that it be an instrument under seal to be effective as of ______________ ___, 2025.

**GRANTORS:**

**SRW INVESTMENTS, LLC, an Alabama limited liability company**

By: ______________________________
Name: ______________________________
Its: ______________________________

STATE OF ALABAMA )
COUNTY OF BALDWIN )

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that _______________, whose name as the ____________ of SRW INVESTMENTS, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this ____ day of _________, 2025.

___________________________________
Notary Public
My commission expires: _______________

AFFIX SEAL

**B CO, LLC, an Alabama limited liability company**

By: ______________________________
Name: ______________________________
Its: ______________________________

STATE OF ALABAMA )
COUNTY OF BALDWIN )

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that _______________, whose name as the ____________ of B CO, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this ____ day of _________, 2025.

___________________________________
Notary Public
My commission expires: _______________

AFFIX SEAL

[*Grantor Signatures Continued*]

**JAY-E, LLC, an Alabama limited liability company**

By: ________________________________
Name: ________________________________
Its: ________________________________

STATE OF ALABAMA )
COUNTY OF BALDWIN )

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that ________________, whose name as the _____________ of JAY-E, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this ____ day of _________, 2025.

____________________________________
Notary Public
AFFIX SEAL
My commission expires: ________________

**O COMPANY, LLC, an Alabama limited liability company**

By: ________________________________
Name: ________________________________
Its: ________________________________

STATE OF ALABAMA )
COUNTY OF BALDWIN )

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that ________________, whose name as the _____________ of O COMPANY, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this ____ day of _________, 2025.

____________________________________
Notary Public
AFFIX SEAL
My commission expires: ________________

[*Grantor Signatures Continued*]

**ANN WHITE-SPUNNER**

____________________________________

STATE OF ALABAMA )
COUNTY OF BALDWIN )

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that ANN WHITE-SPUNNER, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily.

Given under my hand and official seal, this ____ day of _________, 2025.

__________________________________
Notary Public
AFFIX SEAL My commission expires: _______________

**JOHN WHITE-SPUNNER**

____________________________________

STATE OF ALABAMA )
COUNTY OF BALDWIN )

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that JOHN WHITE-SPUNNER, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily.

Given under my hand and official seal, this ____ day of _________, 2025.

__________________________________
Notary Public
AFFIX SEAL My commission expires: _______________

<u>THIS INSTRUMENT PREPARED BY</u>:
Adams and Reese, LLP
A. Patrick Dungan, Esq.
11 N Water St, Ste 23200
Mobile, AL 36602
(251) 433-3234

# EXHIBIT C
# DEPICTION OF THE IMPROVEMENTS