



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

1. CALL TO ORDER

A. ROLL CALL

B. INVOCATION - Pastor Jonathon Duke, 3 Circle Church

C. PLEDGE OF ALLEGIANCE

2. PROCLAMATIONS/RECOGNITIONS/PRESENTATIONS

A. PROCLAMATION: SRO Bill Menefee - Retirement

B. PROMOTIONS: Jeremy Amys - Sergeant
Clinton Riley - Sergeant
Brendan Stanley - Corporal

C. PRESENTATION: Officer Patrick King and Sergeant Caleb Reeves - Life-Saving Award

D. PRESENTATION: Daphne 10U Girls Fast Pitch Softball

3. APPROVE MINUTES

A. June 16, 2025 regular meeting

4. REPORTS OF STANDING COMMITTEES

A. FINANCE COMMITTEE - Phillips
Review the minutes from the June 16, 2025 meeting
Treasurer's Report for May 2025: Unrestricted Fund Balance - \$33,843,642
Total Cash Balance - \$51,951,129
Sales Tax for April 2025: \$2,343,713.13; Lodging tax for April 2025: \$154,576.96
Debt Summary - May 2025: Warrants - \$28,706,132
Capital Leases: General Fund - \$310,193; Enterprise Fund - \$957,391

B. BUILDINGS & PROPERTY COMMITTEE- Goodlin

C. PUBLIC SAFETY COMMITTEE - Hughes

D. CODE ENFORCEMENT/ORDINANCE COMMITTEE - Olen

i. Review the minutes from the June meeting.

E. PUBLIC WORKS COMMITTEE - Conaway

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS

A. BOARD OF ZONING ADJUSTMENTS - Adrienne Jones

B. DAPHNE PUBLIC SCHOOL COMMISSION - Conaway

C. DOWNTOWN REDEVELOPMENT AUTHORITY - Conaway

D. INDUSTRIAL DEVELOPMENT BOARD - Scott

E. LIBRARY BOARD - Goodlin

F. PLANNING COMMISSION - Olen

- i. Review of the minutes for the regular meeting of May 22, 2025, and the report for the regular meeting of June 27, 2025.

G. RECREATION BOARD - Hughes

H. UTILITY BOARD - Coleman

- i. Review the minutes from the May 28, 2025 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 Community Spirit Day on September 20, 2025 from 2:00 - 5:00pm located at Joe Louis Patrick Park.

B. MOTION to approve the 020 - Restaurant Retail Liquor to S Brooks LLC dba Whiskey Bay Bar and Grill located at 29875 US Highway 98.

C. MOTION to approve the closure of 6th Street behind Christ the King School on October 26, 2025 from 8:00am - 6:00pm during the Christ the King Pumpkin Fest 2025.

D. MOTION to approve the Daphne Annual Witches Ride on October 26, 2025 from 4:00 - 5:00pm located in Olde Towne Daphne.

11. RESOLUTIONS

- A. 2025 - 43** - Bid Award: 2025-P-City Hall Re-Roof-Roofing Solutions, LLC
- B. 2025 - 44** - Appropriation: City Hall Re-Roof-\$425,000
- C. 2025 - 45** - Bid Award: 2025-Q-Concession Services-Greek's Catering & Events, Inc.
- D. 2025 - 46** - Appropriation: Oakachoy Loop Drainage Repair - \$75,000
- E. 2025 - 47** - Surplus: 2000 International 4700 Truck
- F. 2025 - 48** - Appointing Election Officials - Municipal Election August 26, 2025 and Run-Off Election September 23, 2025
- G. 2025 - 49** - Resolution Consenting to Annexation of Certain Parcels of Real Property into the Corporate Limits of the City of Daphne

12. 2nd READ ORDINANCES

- A. 2025 - 07** - Impact Fee Ordinance
- B. 2025 - 12** - Revisions to the City of Daphne Zoning District Map
- C. 2025 - 13** - Ordinance to Pre-Zone Property Located Northeast of County Road 64 and Alabama Highway 181 - The Estate of Georgianne Simms
- D. 2025 - 14** - Ordinance to Annex Property Contiguous to the Corporate Limits of the City of Daphne - Located Northeast of County Road 64 and Alabama Highway 181 - The Estate of Georgianne Simms

13. 1st READ ORDINANCES

- A. 2025 - 15** - Ordinance Granting Non-Exclusive Authorization to Mediacom Southeast, LLC for the Construction, Operation and Maintenance of a Cable System within Certain Public Rights-of-Way within the City of Daphne

14. COUNCIL COMMENTS

15. ADJOURN

CITY OF
DAPHNE, ALABAMA

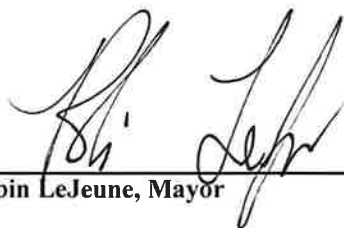
Proclamation

- WHEREAS;** William “Bill” Menefee was hired on to the City of Daphne Police Department in 2008 as a Patrol Officer, where he would remain a vital member of the Daphne Police Department for the next 17 years; and
- WHEREAS;** School Resource Officer (SRO) Bill Menefee retired from the United States Army Infantry 2006 after 20 years and is a veteran of Operations Desert Shield, Desert Storm and Operation Iraqi Freedom; and
- WHEREAS;** SRO Menefee served in the Patrol Division and as an investigator assigned to the Baldwin County Drug Task Force; and
- WHEREAS;** during his tenure with the Daphne Police Department, SRO Menefee had special assignments which included 12 years on SWAT, Field Training Officer for 12 years, Honor Guard for 15 years and Firearms Instruction for 8 years; and
- WHEREAS;** SRO Menefee was assigned as the Daphne Elementary School Resource Officer in January 2019.

NOW,

THEREFORE; I, Robin LeJeune, as the Mayor of the City of Daphne, Alabama, together with the Daphne City Council, do hereby proclaim appreciation to Bill Menefee for his tireless efforts and over seventeen years of service to the City of Daphne, and wish him success and happiness in his retirement.





Robin LeJeune, Mayor

ATTEST: 

Candace G. Antinarella, MMC, City Clerk

June 16, 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: Tommie Conaway, Steve Olen, Doug Goodlin, Ron Scott, Joel Coleman, Ben Hughes and Angie Phillips

Also Present: Candace Antinarella, City Clerk; Patrick Dungan, City Attorney; Mayor LeJeune; Chief Gulsby, Police; Chief Tacon, Fire; Adrienne Jones, Planning; Emmie Powell, Library; Kelli Reid, Finance; Bobby Purvis, Public Works; Troy Strunk, City Development; Ange Baggett, Marketing/Tourism; Charlie McDavid, Recreation; Schuyler Smith, Junior City Councilmember; Emma Coleman, Junior City Councilmember; and Dareon Maynard, Junior City Councilmember.

INVOCATION/PLEDGE OF ALLEGIANCE:

Invocation was given by Lamar Green, Daphne Fire Department.

3. PRESENTATIONS AND PUBLIC HEARINGS:

PROMOTION: Chief Tacon and Mayor LeJeune presented promotional pins to the new Fire Department Apparatus Engineers: Zachary Foerster and Codey Faircloth.

PRESENTATION: Casey Williams gave an update to the Council on the Eastern Shore Chamber of Commerce.

PRESENTATION: Jameson Peak presented on his proposed project for his Eagle Scout project.

**MOTION by Councilman Hughes to approve Mr. Peak's Eagle Scout Project. Seconded by
Councilwoman Conaway.
MOTION CARRIED UNANIMOUSLY.**

PUBLIC HEARING: Adrienne Jones presented on the City of Daphne Official Zoning Map.

Public hearing opened at 6:16pm. No one came forward to speak.

Public hearing closed at 6:17pm.

PUBLIC HEARING: Adrienne Jones presented on the Estate of Georgianne Simms Pre-Zoning Amendment located Northeast of the intersection of Alabama Highway 181 and County Road 64.

Public hearing opened at 6:17pm. No one came forward to speak.

Public hearing closed at 6:18pm.

PUBLIC HEARING: Adrienne Jones presented on the Estate of Georgianne Simms Annexation Petition located Northeast of the intersection of Alabama Highway 181 and County Road 64.

Public hearing opened at 6:17pm. No one came forward to speak.

Public hearing closed at 6:18pm.

4. APPROVE THE MINUTES:

The minutes from the June 2, 2025 regular meeting were approved.

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CITY COUNCIL MEETING
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5. **REPORT OF STANDING COMMITTEES:**

A. **FINANCE COMMITTEE**

Councilwoman Phillips said the Committee met earlier and the next meeting is July 21st at 4:30pm.

B. **BUILDINGS & PROPERTY COMMITTEE**

Councilman Goodlin said the minutes from the May 2025 meeting were in the packet and gave the new construction reports: 17 certificates of occupancy, 211 permits issues to include 8 new residential home permits and \$155,349.01 fees collected.

MOTION by Councilman Goodlin to authorize the City Clerk to send an initial 20-day letter for Abatement of a dangerous building located at 2306 Locke Lane, Daphne, Alabama. No second was needed.

MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Goodlin to authorize the Mayor to execute a Facility Lease Agreement with Eastern Shore Repertory Theatre, Inc. No second was needed.

MOTION CARRIED UNANIMOUSLY.

C. **PUBLIC SAFETY COMMITTEE**

Councilman Hughes said the next meeting is July 14th at 4:30pm.

MOTION by Councilman Goodlin to authorize the Mayor to execute an agreement with Urban SDK. No second was needed.

MOTION CARRIED UNANIMOUSLY.

D. **CODE ENFORCEMENT/ORDINANCE COMMITTEE**

Councilman Olen said the next meeting is July 7th at 4:30pm.

E. **PUBLIC WORKS COMMITTEE**

Councilwoman Conaway said the next meeting is July 7th at 5:15pm.

6. **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 will be August 25th at 4:30pm and the minutes from the May meeting are in the packet.

C. **Downtown Redevelopment Authority**

Councilwoman Conaway said the next meeting is July 17th at 5:30pm.

D. **Industrial Development Board**

Councilman Scott said the next meeting is July 22nd at 4:30pm.

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E. Library Board

Councilman Goodlin said the next meeting is July 10th at 4:30pm.

F. Planning Commission

Councilman Olen said the next meeting is June 26th at 5:00pm.

G. Recreation Board

Councilman Hughes said the July meeting is cancelled.

H. Utility Board

Councilman Coleman said the next meeting is June 25th at 5:00pm and the minutes from the April 2025 meeting are in the packet.

7. PUBLIC PARTICIPATION:

Public participation opened at 6:22pm.

Sarah Brooks, owner of Whiskey Bay, expressed concerns regarding the approving and/or tabling of the ABC License application. Councilman Hughes asked questions about how Whiskey Bay will address safety concerns.

Public participation closed at 6:27pm.

8. MAYOR'S REPORT:

Mayor LeJeune thanked Chief Tacon for recognizing the recent promotions. He said the State denied the FEMA support for the April rain event. He invited everyone to the "Evening with the Mayor" on June 24th as well as the July 4th Fireworks Show. He reminded everyone the City offices will be closed on June 19th for Juneteenth.

9. CITY ATTORNEY REPORT:

City Attorney said there was no report.

10. DEPARTMENT HEAD COMMENTS:

Chief Tacon, Fire, said the blessing of the baby box went great and that the Fire and Police departments recently had active shooter training.

Ange Baggett, Marketing and Tourism, said Daphne Court is now being held at the Civic Center and gave upcoming event information.

Emmie Powell, Library, said the Summer Reading Program is going strong.

Bobby Purvis, Public Works, said the department is busy with multiple projects and commended the recent work of Cody Meyers and Andrew Lamb.

Charlie McDavid, Recreation, said monthly bingo at the Senior Center has grown so much it was recently held at the Civic Center. He updated the Council on upcoming tournaments.

Schuyler Smith, Junior Councilmember, said the interview for incoming junior councilmembers are ongoing.

11. CITY CLERK'S REPORT:

City Clerk said junior council interviews are currently taking place and thanked the Council for their recent hosting of the Volunteer Appreciation Breakfast. She reminded everyone qualifying for the upcoming election continues through June 24th at 5:00pm and absentee voting will begin July 29th.

12. **RESOLUTIONS:**

- A. **2025 - 40** - Resolution Adopting the Safe Streets and Roads for All (SS4A) Safety Action Plan
- B. **2025 - 41** - Resolution Consenting to the Assignment of the Franchise Agreement Granted to Point Broadband Fiber Holding, LLC Under Ordinance 2021-36 to PB Alabama Asset Entity, LLC
- C. **2025 - 42** - Resolution Electing and Ratifying Prior Elections of Directors to the Renaissance Improvement District and Correcting Term Expiration Dates for Said Directors

MOTION by Councilman Hughes to waive the reading of Resolution 2025-40. Seconded by Councilwoman Phillips.

MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Hughes to adopt Resolution 2025-40. Seconded by Councilwoman Phillips.
MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Hughes to waive the reading of Resolution 2025-41. Seconded by Councilwoman Phillips.

MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Hughes to adopt Resolution 2025-41. Seconded by Councilwoman Phillips.
MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Hughes to waive the reading of Resolution 2025-42. Seconded by Councilwoman Phillips.

MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Hughes to adopt Resolution 2025-42. Seconded by Councilwoman Phillips.
MOTION CARRIED UNANIMOUSLY.

13. **2ND READ ORDINANCES:**

- A. **2025 – 11**
 - Ordinance
 - Amending the
 - City of Daphne's
 - Land Use and
 - Development
 - Ordinance,
 - Article
 - XXIV: Vacation
 - of Easement
 - and/or Right-of-
 - Way

MOTION by Councilwoman Phillips to waive the reading of Ordinance 2025-11. Seconded by Councilman Goodlin.

MOTION CARRIED UNANIMOUSLY.

**MOTION by Councilwoman Phillips to adopt Ordinance 2025-11. Seconded by Councilman Goodlin.
MOTION CARRIED UNANIMOUSLY.**

14. 1ST READ ORDINANCES:

- A. **2025 - 07** - Impact Fee Ordinance
- B. **2025 - 12** - Revisions to the City of Daphne Zoning District Map
- C. **2025 - 13** - Ordinance to Pre-Zone Property Located Northeast of County Road 64 and Alabama Highway 181 - The Estate of Georgianne Simms
- D. **2025 - 14** - Ordinance to Annex Property Contiguous to the Corporate Limits of the City of Daphne - Located Northeast of County Road 64 and Alabama Highway 181 - The Estate of Georgianne Simms

15. COUNCIL COMMENTS

Councilwoman Conaway congratulated the Fire Department promotions and thanked Jameson Peak for presenting.

Councilman Olen congratulated the Fire Department promotions and said Senior Bingo has been a great event.

Councilman Goodlin reminded citizens that the City recently redistricted and to check their current district.

Councilman Hughes congratulated the Fire Department promotions and thanked Jameson Peak for coming to the meeting to present.

Councilwoman Phillips echoed all comments and reminded everyone election season is open.

Council President Scott thanked Jameson Peak and all Boy Scouts and Eagle Scouts for their contributions.

Mayor LeJeune wished everyone a happy 4th of July.

16. ADJOURN:

THERE BEING NO FURTHER BUSINESS TO DISCUSS, COUNCIL ADJOURNED AT 6:49PM.

Respectfully submitted by,

Certification of Presiding Officer,

Candace G. Antinarella, MMC, City Clerk

Ron Scott, Council President



**CITY OF DAPHNE
FINANCE COMMITTEE MINUTES
MONDAY, JUNE 16, at 4:30 P.M.**

1. CALL TO ORDER/ROLL CALL

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

Present were:

Chairperson Mrs. Angie Phillips
Councilwoman Mrs. Tommie Conaway
Councilman Mr. Steve Olen
Councilman Mr. Joel Coleman

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

Also Present: Mayor Robin LeJeune, Finance Director Mrs. Kelli Reid, Accountant III Mrs. Suzânn Henson, Revenue Officer Mrs. Connie Champion, Human Resource Deputy Director Mrs. Jensen Carrell, 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, Solid Waste Supervisor Randy Jones, and City Attorney Mr. Patrick Dungan.

Junior City Council – Schuyler Smith, Dareon Maynard, and Emma Coleman.

2. PUBLIC PARTICIPATION

A. Kidz Eatz – Mrs. & Mrs. Davis

Mrs. Ann Davis noted that their organization serves all of Daphne Schools and asked if the City would forgive the sales taxes on the food purchased for their program. Discussion continued on legal restrictions for forgiving sales tax. Mr. Goodlin asked if they had reached out to the SEEDS program. The Mayor noted that the SEEDS monies are required to go directly to the schools. Mrs. Davis noted their organization spends approximately \$3,600 in taxes on the food. The Mayor asked if they were going to send in a City Grant application and noted that \$7,500 is the grant amount available. Discussion continued and Mr. and Mrs. Davis both commented they would be submitting a grant application to the City.

3. APPROVE MINUTES FOR THE PREVIOUS MEETING

The previous meeting minutes were approved.

4. HUMAN RESOURCES BUSINESS

A. Update on Human Resources Department Activity

Mrs. Jensen Carrell reviewed the Human Resources Report and noted the following departments have positions open:

- Current Open Positions – 19

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

- Safety Coordinator working with a team from Public Works to create and implement Backing, Spotter, and Pre-Trip Inspection Training; working with Bishop St. to provide Class A CDL Training.
- Hurricane Preparedness training at Public Works June 11th
- Safety Committee meeting June 25th
- June Employee Spotlight – Brent Middleton, Systems Administrator
- Empower retirement visit – June 16th
- RSA employee presentation – July 9th
- Police Promotion Oral Boards: June 9th and June 10th

5. BUSINESS LICENSE REPORT

A. Report: New Business Licenses – May, 2025

Mrs. Champion reviewed the following reports and information:

- Code enforcement issued 5 warnings resulting in businesses becoming compliant and \$3,163.89 in revenue.
- New Businesses with a physical location in Daphne - 7
- Simplified Sellers Use Tax collections - \$215,971.21 and YTD collections - \$1,690,428.77
- Total Business Licenses issued were 55 new and 64 renewals for a total of 119 in May 2025

6. SALES & LODGING TAX REPORT

A. Sales and Use Taxes: April, 2025

Mrs. Henson reviewed the Sales & Use Tax Report: \$2,343,713.13 was collected for April, 2025 which was up \$10,199.65 from April 2024's collections:

- YTD Variance over Budget - \$1,157,311.11

B. Lodging Tax Collections, April, 2025

Mrs. Henson reviewed the Lodging Tax Collections Report and noted the collections for April, 2025 were \$154,576.96 which is up \$3,390.05 from April 2024's collections.

- YTD Variance over Budget - \$ 89,723.90

C. Lodging Tax Analysis Report, May, 2025

Mrs. Reid reviewed the Lodging Tax Analysis report:

- Recreation balance for related purchases - \$771,690.37
- Unreserved balance for Bayfront related purchases - \$1,580,963.09

D. Monthly Occupancy Fee Tax Collections, April, 2025

Mrs. Reid reviewed the Monthly Occupancy Fee Tax Collections Report: \$43,947.50 was collected for April, 2025 which was up \$434.00 from April 2024's collections:

- YTD Variance over Budget - \$ 25,937.50
- Reserved balance for Occupancy Fee - \$364,379.00

The Bayfront Park Expansion project and available funding was discussed.

7. FINANCIAL SCHEDULES & REPORTS

A. Financial Reports

1. Treasurer's Report: May, 2025

Mrs. Reid reviewed the Treasurer's Report:

TREASURER'S REPORT As of May 31, 2025					
Account Type/Title	5/31/2025	4/30/2025	Increase (Decrease) from last Month	5/31/2024	Increase (Decrease) from Last Year
GENERAL FUND & ENTERPRISE FUNDS					
Major	\$ 22,741,234	\$ 22,192,295	\$ 548,939	\$ 14,337,700	\$ 8,403,534
Charles	11,102,408	11,129,661	(27,253)	10,564,084	\$ 538,324
Total Unrestricted Cash Balance	33,843,642	33,321,956	521,686	24,901,784	8,941,858
SPECIAL REVENUE FUNDS					
4 CENT GAS TAX	377,081	371,898	5,183	312,549	64,532
7 CENT GAS TAX	396,863	390,311	6,552	315,711	81,152
10 CENT GAS TAX	404,401	384,889	19,512	300,927	103,474
TREE & FLOWER	-	4,717	(4,717)	10,287	(10,287)
ANIMAL SHELTER FUND	142,662	146,181	(3,520)	265,586	(122,924)
MOBILE INFIRMARY BUILDING	89,618	86,472	3,146	82,395	7,223
FEDERAL DRUG FORFEITURES	209,805	271,190	(61,384)	356,103	(146,298)
LOCAL DRUG FORFEITURES	99,749	85,149	14,600	95,435	4,314
LIBRARY	79,098	80,479	(1,381)	52,589	26,509
COURT TRAINING & EQUIPMENT	44,216	43,643	573	42,991	1,225
COURT/CORRECTION	518,660	528,641	(9,980)	490,796	27,864
LODGING TAX	2,717,032	2,605,056	111,976	2,217,346	499,686
AGENCY FUNDS					
SELF INSURANCE	216,302	219,681	(3,379)	229,460	(13,158)
OPEB TRUST INVESTMENT FUND	1,911,500	1,887,720	23,781	1,545,285	366,215
	7,206,989	7,106,027	100,962	6,317,460	889,529
CAPITAL PROJECT FUNDS					
CAPITAL RESERVE	7,289,724	7,543,998	(254,274)	7,269,066	20,658
2023 CONSTRUCTION FUND	3,470,834	4,008,996	(538,162)	8,831,731	(5,360,897)
	10,760,558	11,552,995	(792,436)	16,100,797	(5,340,239)
DEBT SERVICE FUNDS					
DEBT SERVICE	139,939	304,661	(164,722)	762,371	(622,432)
Total Restricted Cash Balance	18,107,487	18,963,683	(856,196)	23,180,628	(5,073,141)
Total City Cash Balance	\$ 51,951,129	\$ 52,285,639	\$ (334,510)	\$ 48,082,412	\$ 3,868,717
Encumbrance Total as of			5/31/2025	\$ 199,732.21	

Mrs. Reid noted total cash is up from last year but not much change from last month. Mr. Scott asked what the Animal Shelter Fund monies would be used for. The Mayor answered mostly emergency medical if needed for right now but they are just letting the fund build for future needs.

The Treasurer's Report as of May, 2025 Total Unrestricted Cash Balance - \$33,843,642 and Total City Cash Balance - \$51,951,129 was presented to be filed for audit.

2. Encumbrance Report

- Encumbrance balance - \$199,432.21 as of May, 2025.

Mrs. Reid reviewed the Encumbrance Report and upcoming activity for each line item.

3. Outstanding Appropriations

Mrs. Reid reviewed the Outstanding Appropriations report. Discussion was made on upcoming Boy Scout projects. The Mayor noted that a Boy Scout would be giving their presentation at the Council meeting that night.

4. Financial Overview: Debt Summaries & Monthly Financial Statements

Mrs. Reid reviewed the following Financial Statements:

- Debt Summary Schedules (General & Enterprise Funds), May, 2025
 - Outstanding Warrant Balance as of May, 2025: \$28,706,132
 - Outstanding Capital Lease Balance as of May, 2025:
 - General Fund: \$310,193
 - Enterprise Fund: \$957,391
- Overtime Report YTD
- Monthly Financial Statements, April 2025
 - General Fund YTD Budgetary Net Income: \$6,567,772 which is more \$4,286,893 than the prior YTD net income
 - Solid Waste Fund Transfers \$ 74,739
 - Civic Center Fund Transfers \$163,657

5. Summary of Budgetary Amendments

Mrs. Reid reviewed the General Fund budgetary amendments made to the FY2025 Budget.

- Total Appropriations Year to Date – \$1,745,168
- Adjusted Expenses over Revenue – (\$1,742,163)

6. Unfunded Future Projects Expenditure Summary

Mrs. Reid reviewed the Unfunded Future Projects Expenditure Summary.

B. Bills Paid Reports – May, 2025

The Bills Paid Report was previously presented electronically.

8. BIDS & APPROPRIATIONS (Resolution)

A. 2025-P-City Hall Re-Roof & Appropriation Request -\$425,000

Mrs. Reid reviewed the City Hall Re-Roof bid. A recommendation to award to the low bidder Roofing Solutions, LLC was included in the packet. Mrs. Reid noted that an appropriation in the amount of \$425,000 (Base Bid-\$407,000 and Contingency-\$17,700) will need to be made for the base bid amount and contingency funds.

MOTION BY Mrs. Conaway to recommend to Council to award the 2025--P-City Hall Re-Roof bid to Roofing Solutions, LLC in the amount of \$407,300 (Base Bid) and unit cost as bid. Seconded by Mr. Scott.

MOTION CARRIED UNANIMOUSLY

MOTION BY Mrs. Conaway to recommend to Council to adopt a Resolution amending the budget to appropriate \$425,000 out of the General Fund for the City Hall Re-Roof project. Seconded by Mr. Scott.

MOTION CARRIED UNANIMOUSLY

B. Appropriation: Oakachoy Loop Drainage Repair - \$75,000

Mrs. Reid discussed the storm drain replacement project in Seho subdivision on Oakachoy Loop and noted that an appropriation in the amount of \$75,000 will be needed. Mr. Coleman asked if City engineers reviewed and verified this is the responsibility of the City. Discussion continued that the City engineers had reviewed and verified this is City responsibility.

MOTION BY Mr. Goodlin to recommend to Council to adopt a Resolution amending the budget to appropriate \$75,000 from the General Fund for the Oakachoy Loop Drainage Repair . Seconded by Mr. Scott.
MOTION CARRIED UNANIMOUSLY

C. 2025-Q-Concession Services

Mrs. Reid reviewed the Concession Services bid. A recommendation to award to Greek Catering and Events, Inc. was included in the packet. Discussion was made on the food selection menu and service from Greek Catering and Events Inc.

MOTION BY Mr. Scott to recommend to Council to award the 2025-Q-Concession Services bid to Greek's Catering and Events, Inc. for 10% of gross sales to be submitted monthly as specified in the bid
Seconded by Mr. Coleman.
MOTION CARRIED UNANIMOUSLY

9. SURPLUS

A. Surplus: 2000 International 4700 International Truck – V#1004 - Grounds

Mrs. Reid reviewed the Surplus: 2000 International 4700 International Truck.

MOTION BY Mr. Hughes to recommend to Council to declare certain property surplus and authorize the Mayor to dispose of the following surplus property: 2000 International 4700 Tk-V#1004.
Seconded by Mrs. Conaway.
MOTION CARRIED UNANIMOUSLY

XI. NEW BUSINESS

A. Franchise Agreement Granted To Point Broadband Fiber Holding, LLC Under Ordinance 2021-36 To PB Alabama Asset Entity, LLC

Mrs. Reid noted that Council is required to approve the assignment of the agreement in writing. Mr. Dungan noted that they will have to sign the letter as well.

MOTION BY Mr. Scott to recommend to Council to adopt an Resolution authorizing the Mayor to enter into an agreement to assign the franchise agreement with Point Broadband Fiber Holding, LLC Under Ordinance 2021-36 To PB Alabama Asset Entity, LLC. Seconded by Mr. Coleman.
MOTION CARRIED UNANIMOUSLY

10. OLD BUSINESS

A. Road Resurfacing projects

Discussion was made on the County Road 13 Safe Streets grant project and the potential for a contribution from the County. It was noted that a resurfacing money could be used toward the match.

11. ADJOURN The meeting adjourned at 5:37 p.m.

CODE ENFORCEMENT/ORDINANCE COMMITTEE MEETING

June 2, 2025, 4:30 p.m.

City Hall, Council Chamber

1705 Main Street, Daphne, AL 36526

MEETING MINUTES

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

MEMBERS ABSENT: Councilwoman Phillips and Councilman Coleman

ALSO PRESENT: Patrick Dungan, City Attorney; Alex Bischoff, Code Enforcement; Mayor LeJeune; Troy Strunk, City Development; Christina Brazell, Code Enforcement; Chief Tacon, Fire; Kelli Reid, Finance; Randy Jones, Public Works; Bobby Purvis, Public Works; Adrienne Jones, Community Development; Lakyn Coggin, Junior City Councilmember; and Candace Antinarella, City Clerk.

1) CALL MEETING TO ORDER / ROLL CALL

There being a quorum present Councilman Olen called the meeting to order at 4:35 p.m.

2) APPROVE MINUTES FROM THE May 5, 2025 Meeting

3) PUBLIC PARTICIPATION

Valerie White asked about operating her food truck in the City of Daphne parks and approving a park permit for food trucks. Mayor LeJeune said they are discussing with City Attorney regarding businesses wanting to do business in passive parks.

4) ORDINANCE REVIEW/DISCUSSION

Drew Dolan, 68 Ventures, 22155 Main Street, Fairhope, requests a delay of date or grandfather clause for the Impact Fee Ordinance.

Cat Holiday, 26442 Buffalo Ct, with 68 Ventures, gave information regarding the timeline for developments and asked for a longer timeline on a grandfather clause.

Taylor Henseler, 355 Patlynn Drive, Fairhope, expressed concerns of affordability.

Chloe Kelly, Fairhope, from 68 Ventures tried to clarify on concerns about affordability.

Craig Johnson, Engineering Design Group, said he was ok with the impact fees as long as they are made known of it ahead of time.

MOTION by Councilman Hughes to recommend to Council to approve the Impact Fee Ordinance and amend the Ordinance by removing Section 18 – grandfathering. Seconded by Councilman Goodlin. Mayor said he suggests doing a delay on effective date. Kelli Reid suggested an effective date of October 1, 2025.

Aye – Hughes, Conaway, Olen, Goodlin

Nay - Scott

MOTION CARRIED.

Patrick Dungan discussed the Mediacom Franchise Agreement. Councilman Olen said he feels the agreement section 2.4.3 should include restoration of streets, rights of way and private property.

5) OTHER BUSINESS DEEMED NECESSARY

City Clerk said with the election season starting, asked if political signs that have been pulled be placed behind the cardboard trailer instead of the police department that is under construction.

6) NEXT MEETING

The next meeting is scheduled for Monday, July 7, 2025 at 4:30 p.m.

7) ADJOURN

There being no further business to discuss, the Council adjourned at 5:23pm.

**COMMUNITY DEVELOPMENT
INTERNAL MEMORANDUM**



DATE: June 27, 2025
TO: Office of the City Clerk
FROM: Adrienne Jones, AICP, Director of Community Development
SUBJECT: Planning Commission Minutes and Report

A handwritten signature in blue ink, appearing to be "AJ", located to the right of the "FROM:" line.

Attached please find a copy of the approved minutes for the City of Daphne Planning Commission regular meeting of the May 22, 2025 and the report of the regular meeting of June 26, 2025 for placement on the July 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 May 22, 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 5:02 p.m. The number of members present constitutes a quorum.

Call of Roll:

Members Present:

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

Staff Present:

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

The Chairman asked for input regarding the April 24, 2025 regular meeting minutes presented by staff. There being none, minutes stand approved as submitted.

Old Business:

The Chairman called for the next order of business: The Enclave at Irongate, Phases 1 and 2 Preliminary Subdivision Plat Review.

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

Mr. Spriggs asked about the requirement of a jurisdictional determination with no evidence there are wetlands on the property. Mr. Prescott stated staff recommends approval. Mr. Olen commented the City cannot exercise authority regarding wetlands as that is the sole responsibility of the Corps of Engineers.

Mr. McGehee read the following statement, "the applicant submits this request with the understanding that, should the Planning Commission take action to approve the proposed preliminary plat at this meeting, the previously approved preliminary plats and construction plans for Irongate Enclave Phase 1 and Phase 2 shall remain valid and in full effect, and such approval shall not be construed as superseding or invalidating any prior approvals granted for those phases."

**The City of Daphne
Planning Commission Minutes
Regular Meeting of May 22, 2025
Council Chamber, City Hall - 5:00 P.M.**

Mrs. Jones concurred. She displayed the plats and conditions of approval and stated once the information is received, the applicant will advise which design will move forward to permitting.

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 Enclave at Irongate, Phase 1 preliminary subdivision plat with conditions that the Site Disturbance Permit shall not be issued until after an Enhanced BMP plan has been submitted to and approved by the Environmental Programs Manager and a condition to stay out of the wetland and wetland buffer areas until such time as the City receives confirmation regarding the jurisdictional determination provided by the appropriate regulatory agency (U.S. Army Corps of Engineers). There was no discussion on the motion. The motion carried unanimously.

A motion was made by Mr. Olen and seconded by Mr. Prescott to approve the Enclave at Irongate, Phase 2 preliminary subdivision plat with conditions that the Site Disturbance Permit shall not be issued until after an Enhanced BMP plan has been submitted to and approved by the Environmental Programs Manager and a condition to stay out of the wetland and wetland buffer areas until such time as the City receives confirmation regarding the jurisdictional determination provided by the appropriate regulatory agency (U.S. Army Corps of Engineers). There was no discussion on the motion. The motion carried unanimously.

The Chairman called for the next order of business: Patch Place, Phase 1 Final Plat Review.

An introductory presentation was given by the agent, Price Hightower. He provided a summary of the final subdivision plat review of Phase 1 as presented on the meeting agenda. He stated that the application was tabled to allow sufficient time for the contractor to address the outstanding deficiencies with regard to permanent stabilization, lift station startup, finalization of Parker Lane and acceptance by Baldwin County.

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 approve Patch Place, Phase 1 final subdivision plat. There was no discussion. The motion carried unanimously.

New Business:

The Chairman called for the next order of business: The Church of the Highlands Site Plan Review.

An introductory presentation was given by the agent, Todd Smith. He provided a summary of the site plan as presented on the meeting agenda.

**The City of Daphne
Planning Commission Minutes
Regular Meeting of May 22, 2025
Council Chamber, City Hall - 5:00 P.M.**

Mr. Smith advised that another fire flow test was conducted by Belforest Water System, it met the fire code requirements, and was accepted by the Fire Marshal.

Mr. Olen asked for staff comments. Staff advised that all comments have been addressed.

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 approve the site plan for The Church of the Highlands. The motion carried unanimously.

The Chairman called for the next order of business: (Disc Master Plan Amendment), Prospect Park Master Plan Review and Site Plan Review:

An introductory presentation was given by the agent, Paul Marcinko. He provided a summary of the site plan as presented on the meeting agenda.

The Chairman commented that a landscaping plan was provided to the members for review.

Mrs. Jones asked Mr. Marcinko, Jade Consulting, to provide an overview of the master plan for the audience.

Mr. Marcinko stated the overall proposed master plan is for a staged development which consists of single family, multi-family, commercial uses and other aspects; the site plan for phase one is for the improvement of the infrastructure (streets) and landscaping and includes the addition of a landscaped median with raised curbing to be constructed when the turn lanes are installed on Champions Way.

Mr. Olen asked about the comment regarding the installation of sidewalks along the right-of-way. Mr. Bobe stated that has been addressed.

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

Mr. Olen questioned whether we are approving the master plan amendment and/or the review. Mrs. Jones commented upon approval of the Prospect Park Master Plan, DISC Master Plan will be null and void; that should be a part of the discussion and motion.

A motion was made by Mr. Olen and seconded by Mr. Prescott to approve the Prospect Park Master Plan and supersedes any previously approved master plan. The motion carried unanimously.

A motion was made by Mr. Olen and seconded by Mr. Peterson to approve the site plan for Prospect Park with conditions that the Site Disturbance Permit shall not be issued until after a Cooperative Maintenance Agreement has been submitted to and approved by City Development, and resolving minor landscape and irrigation plan comments identified by staff. The motion carried unanimously.

**The City of Daphne
Planning Commission Minutes
Regular Meeting of May 22, 2025
Council Chamber, City Hall - 5:00 P.M.**

The Chairman called for the next order of business: Water Oaks Office Site Plan Review.

An introductory presentation was given by the agent, Jason. He provided a summary of the site plan as presented on the meeting agenda for an office/warehouse facility in Daphne Business Park, Unit Three. He noted the outstanding deficiencies are to address the centralized detention, retaining wall and tree issue.

Mr. Olen asked about staff comments. Mr. Bobe stated all comments have been addressed, except for the geotechnical report.

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 site plan for Water Oaks Office with a condition that the applicant shall provide a geotechnical report to the City Engineer for review and approval. The motion carried unanimously.

The Chairman stated that Amuzu Preliminary/Final Plat Review and Oak Grove Estates Master Plan Amendment have been tabled by the applicants until the regular meeting of June 26, 2025.

The Chairman called for the next order of business: a request for a second extension for Small's Smokehouse.

An introductory presentation was given by the agent, Fred Small. He provided a summary of a request for approval of an extension of time for the site plan and related site disturbance permit as presented on the meeting agenda.

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

A motion was made by Mr. Olen and seconded by Mr. Peterson to approve the requested extension. 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 apologized for his tardiness and stated no report.

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

Mr. Spriggs reiterated that Alabama Code Title 32 does not directly give the Corps of Engineers the authority to determine and mitigate wetlands.

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

**The City of Daphne
Planning Commission Minutes
Regular Meeting of May 22, 2025
Council Chamber, City Hall - 5:00 P.M.**

Director presented the upcoming meeting dates. Site Preview is June 18th and the Regular Meeting is June 26, 2025 and commented about the distribution of a survey regarding the Land Use Ordinance. Enjoy your holiday!

There being no further business, the meeting was adjourned at 5:28 p.m.

Respectfully submitted by:


Jan Vallecillo, Planning Coordinator

Approved: June 26, 2025


Andrew Prescott, Chairman

**CITY OF DAPHNE
PLANNING COMMISSION AGENDA
REGULAR MEETING OF JUNE 26, 2025
COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.**



1. **CALL TO ORDER:** 5:00 p.m.
2. **CALL OF ROLL:** Andrew Prescott, Nathan Jones, Steve Olen, Oliver Roberts, Kevin Spriggs, Richard Johnson and Lucy Watkins
3. **APPROVAL OF MINUTES:**

Review of minutes of the regular meeting of May 22, 2025. (**Approved**)
4. **NEW BUSINESS:**
 - A. **SCHLICH SUBSTATION EXPANSION PLANNING COMMISSION APPROVAL, SIDEWALK MODIFICATION AND SITE PLAN REVIEW:**
 1. Planning Commission approval of a public utility substation in a B-2 zone. (**Approved**)
 2. Request for a modification to the sidewalk location. (**Approved**)
 3. File SP25-05: (**Approved**)

Site: Schlich Substation Expansion

Zoning: *B-2, General Business*

Area: 2 Acres $\pm$
Location: Southwest of the intersection of Pollard Road and American Way
Owner: The Utilities Board of the City of Foley - Chad Owen
Engineer: Goodwyn, Mills & Cawood - Amanda Thompson
 - B. **RICH'S CAR WASH SITE PLAN REVIEW:**
 1. File SP25-06 (**Approved**)

Site: Rich's Carwash

Zoning(s): *B-3, General Business, Baldwin County District 15, pending pre-zoning/annexation*

Area: 1.47 Acres $\pm$
Location: Northeast of County Road 64 and Alabama Highway 181
Owner: The Estate of Georgianne Simms - Carl Johnson, Executor
Developer: Richardson, Inc. - Jay Richardson
Engineer: S. E. Civil - Grayson Bertolla
 - C. **ALDI GROCERY STORE SITE PLAN REVIEW:**
 1. File SP25-07: (**Tabled until the regular meeting of July 24, 2025**)

Site: ALDI Grocery Store

Zoning: *B-2, General Business*

Location: Southwest of Highway 31 and Alabama Highway 181, Lot 1A, TimberCreek Village, Phase 2, Resubdivision of Lots 1 & 2
Area: 2.65 $\pm$ Acres
Owner: ALDI Inc. Loxley Division - Dave Hassen
Agent: Duplantis Design Group - Evan Geerts

**CITY OF DAPHNE
PLANNING COMMISSION AGENDA
REGULAR MEETING OF JUNE 26, 2025
COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.**

Report

D. AMUZU REQUEST FOR WAIVER TO THE SIDEWALK REQUIREMENT AND PRELIMINARY SUBDIVISION PLAT REVIEW:

1. Request for waiver to the sidewalk requirement (**Denied**)
2. File SDPF25-03: (**Withdrawn by the agent**)

Subdivision: Amuzu

Zoning: R-2, Medium Density Single Family

Location: Northwest of the intersection of Daphne Avenue and Pollard Road

Area: 3.15 Acres $\pm$, (2) lots

Owner: Juris Biometrics - Cheryl Amuzu

Agent: Dewberry - Cathy Barnette

Surveyor: Dewberry -Victor Germain

E. OAK GROVE ESTATES MASTER PLAN AMENDMENT:

2. File MPA25-01: (**Tabled until the regular meeting of July 24, 2025**)

Presentation to be given by Jason Wooten, Wooten Engineering, requesting an amendment to the master plan of Oak Grove Estates.

F. (GRINDSTONE MASTER PLAN AMENDMENT), BELLEAU GARDENS MASTER PLAN REVIEW

1. File MPR25-03: (**Denied**)

Presentation to be given by Dwayne Smith, Anchor, requesting master plan review of Belleau Gardens.

5. **PUBLIC PARTICIPATION:** None presented.
6. **ATTORNEY'S REPORT:** No report.
7. **COMMISSIONER'S COMMENTS:** None presented.
8. **DIRECTOR'S COMMENTS:** Director presented the upcoming meeting dates. Site Preview is July 16th and the Regular Meeting is July 24, 2025.
9. **ADJOURNMENT:** 5:33 p.m.

Accepted by:


Chairman, Daphne Utilities



APPROVED MINUTES

Utilities Board Meeting

Council Chambers, Daphne City Hall ♦ May 28, 2025 ♦ 5:00 p.m.

I. Call to Order

The regular May 2025 Board meeting for the Utilities Board of the City of Daphne was held on May 28, 2025, in the Council Chambers at Daphne City Hall and called to order at 5:01 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
Mayor Robin LeJeune, Board Member

Members Absent: Councilman Joel Coleman, Board Member

Others Present: Jerry Speegle – Board Attorney
Scott Polk – CEO/General Manager
Alex Godfrey – Chief Operations Officer
Lexus Carlee – Chief Finance Officer
Samantha Coppels – Chief Communications Officer
Kelly DeLaney – Customer Service Manager
Lori Wilson – Executive Assistant

Others Absent:

III. Pledge of Allegiance

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

IV. Approval of Minutes

Utilities Board Meeting Minutes April 30, 2025

The Chairwoman requested any additions, corrections, or deletions for the submitted minutes of the regular Daphne Utilities Board meeting of April 30, 2025.

With no additions, deletions or corrections, the Chairwoman declared that the submitted minutes of the regular Daphne Utilities Board meeting of April 30, 2025, would stand approved.

V. OLD BUSINESS –

A. None

VI. NEW BUSINESS –

- A. **Resolution 2025-02 – Resolution** to Amend 2019-01, 2003-01 and 1994-07 Relating to Additional Charges and Miscellaneous Service Fees (**Board Action: MOTION TO APPROVE Resolution 2025-02**)

CEO/GM Scott Polk advised that the only change for this Resolution is the fee for reconnection of delinquent account customers that frequently request last-minute reconnection after hours.

MOTION by Mr. Tim Patton to approve the presented Resolution 2025-02 [to Amend 2019-01, 2003-01 and 1994-07 Relating to Additional Charges and Miscellaneous Service Fees]; the Motion was seconded by Mr. Billy Mayhand.

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

- B. **Resolution 2025-03 – Resolution** Authorizing the Purchase of Natural Gas from Southeast Energy Authority; Approving the Execution and Delivery of a Gas Supply Agreement and Other Documents Relating to Said Purchase; Consenting to the Assignment of Certain Obligations Under the Gas Supply Agreement in Connection with the Issuance of Bonds by Southeast Energy Authority and Addressing Related Matters (**Board Action: MOTION TO APPROVE Resolution 2025-03**)

Scott Polk informed the Board members that the Southeast Energy Authority is a cooperative district, primarily municipal utilities that go together and issue bonds to pre-purchase gas through the Southeast Energy Authority, usually doing so by using the buying power of all the municipalities and other organizations that have good credit ratings to get gas at a less expensive level. He further explained that when it is referred to a pre-paid agreement, it does not mean that it is being paid in advance, but they are using our credit rating to get bond allowing them to purchase gas for themselves and in turn pass it on to Daphne Utilities. He explained that the submitted agreement simply authorizes himself and Lexus Carlee to review any potential agreement as long as they give us a 42cent discount per million btu's and if does not reach that threshold of providing that discount, we would not enter into the agreement. He added that Daphne Utilities already pays 3¢ to SEAGas who actually purchases the gas for us, which would be removed from normal charges and added into the agreement so when we have an overhead cost, SEAGas is rolled in so we save additional money. He noted that typically BP will give Daphne Utilities an 8¢ discount because we are a municipality, Southeast Energy Authority has asked them to roll that discount into any prepay discounts as well, making a minimum discount Southeast Energy expects to get is 42¢ per million btu's if they do not get that contract, it will be null and void and we still do not have to enter into that contract, obviously having Jerry [Speegle] review anything they present to ensure that it's a fair and equitable contract; he noted that the benefit of this contract is that Daphne Utilities would get gas cheaper because they use the buying power of numerous municipalities and other sound organizations in order to buy a bond to purchase the gas and they also carry all the overhead costs making it cheaper for Daphne Utilities and either pass that on to the customers or have discussions about what to do with any potential savings. He pointed out that currently we are set up to pass those savings on to the customers.

Mr. Polk then answered questions from the Board members related to this presented contract.

After a brief discussion, Chairwoman Vaughn called for a motion.

MOTION by Mr. Billy Mayhand to approve the presented Resolution 2025-03 [Resolution Authorizing the Purchase of Natural Gas from Southeast Energy Authority; Approving the Execution and Delivery of a Gas Supply Agreement and Other Documents Relating to Said Purchase; Consenting to the Assignment of Certain Obligations Under the Gas Supply Agreement in Connection with the Issuance of Bonds by Southeast Energy Authority and Addressing Related Matters]; the Motion was seconded by Mr. Tim Patton.

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

C. Recommendation for Bid Award – Maxwell Avenue Water Main Replacement (Volkert Project No. 408278) for a total bid amount of \$402,430.00 to A-Long Boring, Inc. (Board Action: MOTION TO AWARD)

CEO/GM Scott Polk explained that: this was in the capital improvement plan and budgeted for \$400,000; this area has had repeated breaks with some older pipe along with some drainage issues; the goal is to locate newer pipe on one side it would save from repeated breaks along Maxwell Avenue, like what was experienced on Village Drive.

After brief discussion and questions answered, Chairwoman Vaughn called for a motion.

MOTION by Mr. Tim Patton to accept the Recommendation for Bid Award – Maxwell Avenue Water Main Replacement (Volkert Project No. 408278) for a total bid amount of \$402,430.00 to A-Long Boring, Inc.; the Motion was seconded by Mr. Billy Mayhand.

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

VII. BOARD ATTORNEY'S REPORT

Jerry Speegle had nothing to add to his submitted report but advised that after regular business has concluded that the Board hold an Executive Session; he then certified that the purpose of the session will be to discuss potential or possible litigation which may involve the Board.

VIII. FINANCIAL REPORT

Finance Manager Lexus Carlee highlighted for the Board: increase in total assets, revenue and expenses for the year are just slightly under projections; total net income for the year is over budgeted projections; net income for the month of April is above compared to an estimated net income budget. She reviewed some of the monthly cash payments for projects.

GENERAL MANAGER'S REPORT

A. GM Report

CEO/GM Scott Polk updated for the Board regarding: Daphne Utilities' work at the Pollard Road and CR64 intersection is technically completed; the 33% completed design of preliminary engineering draft for the WRF 20-year plan should be done by July 16th; the

Rehab of Well #2 is complete; thanked the Board members for approving the Maxwell Avenue Water Main Replacement project. He then commented on Items of Note relating to the Leadership Academy continuation, the summer interns and potential intern for the fall, kudos to Samantha Coppels for national industry press on the GOMESA Grant sanitary sewer upgrade project.

Communications Officer Samantha Coppels reported on all the events Daphne Utilities, in particular the Gas Department, participate in with the City of Daphne; grant projects; and the CCR.

B. Operations Report

Chief Operations Officer Alex Godfrey informed the Board about: the Daupler Answering System's first emergency event success; erosion area on US90 across from Hidden Creek Circle location involving exposure our gas main and sewer main in a similar situation from a few years ago; he answered questions from the Board members.

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

IX. BOARD ACTION – previously addressed.

X. PUBLIC PARTICIPATION – At 5:21pm, Chairwoman Vaughn opened and closed public participation noting that there was no involvement.

Chairwoman Vaughn called for a Motion for Executive Session

MOTION by Mr. Tim Patton to recess for Executive Session as described by the Board Attorney at 5:22 pm; the Motion was seconded by Mr. Billy Mayhand.

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

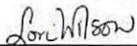
The Board reconvened from Executive Session at 5:47pm.

XI. BOARD COMMENTS – none

XII. ADJOURNMENT

With no additional comments, the Chairwoman Vaughn called for a motion to adjourn the meeting. Mayor Robin LeJeune made the Motion to Adjourn. The meeting adjourned at 5:47pm.

Preceding minutes submitted to the Daphne Utilities Board by:



Lori Wilson, Executive Assistant, Daphne Utilities



City of Daphne

Event Permit Application

TYPE OF PERMIT:

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

APPLICANT & ORGANIZATION INFORMATION

ORGANIZATION NAME: Community Spirit Day

APPLICANT NAME: Sandy Robinson

STREET: 1500 Main Street CITY, STATE, ZIP: Daphne, AL 36526

CONTACT PHONE: (251) 709-5476 EMAIL: sandyjo.robinson@gmail.com

"ON SITE" CONTACT PERSON DAY OF EVENT: Sandy Robinson/Jewel Lawson

CELL PHONE: 2514213525 or 251 709 5476 EMAIL: as above, or jbl daphal@aol.com

EVENT INFORMATION

EVENT NAME: Community Spirit Day

TYPE OF/PURPOSE OF EVENT: Promote friendship & unity between Daphmont and Old Town Daphne

EVENT DATE: September 20, 2025 TIME (START- END): 2:00-5:00 pm

ASSEMBLY TIME: 8:00 am set-up # PARTICIPANTS/VEHICLES: Approx 300

EVENT LOCATION: Joe Louis Patrick Park, Johnson Road

FULL DESCRIPTION OF EVENT (PLEASE LIST ANY TENTS, STAGING, PORT-O-LETS, OR SIMILAR ITEMS THAT WILL BE USED ON-SITE): Food & drinks will be served; we will provide DJ and activities

SPECIAL REQUESTS

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

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

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

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

OTHER SPECIAL ITEMS FOR RENT:

TENTS: 20' X 40' # 1 X \$321.00 10' X 10' # 1 X \$123.00/EACH

TABLES: 8' L # 25 X \$45.00/EACH CHAIRS: # 100 X \$12.00/EACH

OTHER SPECIAL REQUESTS: In addition to above, several hash cans,
Daphne banner, 4 barricades, 10 cones

MARKETING & COMMUNICATIONS

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

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

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

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

NAME: Dennis CONTACT PHONE: _____

OTHER MARKETING REQUESTS: _____

REVENUE/BUSINESS LICENSE

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

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

INDEMNITY & HOLD HARMLESS AGREEMENT

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

APPLICANT SIGNATURE: *Sanjiv* DATE: 5-29-25

DATE REC'D:	5-29-2025	CITY CLERK:	Charles Antonucci
FIRE DEPT:	R.C. Thompson	APPROVED ROUTE:	
POLICE DEPT:	R	ROUTE MAP ATTACHED:	☐ Yes ☐ No
PUBLIC WORKS:	Bobby Green	EVENT FEE:	☐ Paid \$ ☐ Waived:
SPORTS & RECREATION:		PROOF OF INSURANCE REC'D:	☐ Yes ☐ No
MARKETING & EVENTS:			
** REVENUE:			



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250506135447279



Type License: 020 - RESTAURANT RETAIL LIQUOR State: County:
Type License: State: County:
Trade Name: WHISKEY BAY BAR AND GRILL Filing Fee:
Applicant: S BROOKS LLC Transfer Fee: \$50.00
Location Address: 28975 US HIGHWAY 98 DAPHNE, AL 36526
Mailing Address: 7203 RIVER RD BAY MINETTE, AL 36507
County: BALDWIN Tobacco sales: YES Tobacco Vending Machines: 0
Product Type: 01 Type Ownership: LLC
Book, Page, or Document info: 001-185-741
Do you sell Draft Beer?:
Date Incorporated: 04/14/2025 State incorporated: AL County Incorporated: BALDWIN
Date of Authority: 04/14/2025
Federal Tax ID: 33-4571116 Alabama State Sales Tax ID: 00000000

Name:	Title:	Date and Place of Birth:	Residence Address:
SARAH ELIZABETH BROOKS 10108446 - AL	OWNER	06/15/1993 ANNAPOLIS	7203 RIVER RD BAY MINETTE, AL 36507

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

Contact Person: SARAH BROOKS
Business Phone: 251-459-0408
Fax:

Home Phone: 903-931-2674
Cell Phone:
E-mail: S.BROOKSLLC@YAHOO.COM

PREVIOUS LICENSE INFORMATION:
Trade Name: WHISKEY BAY BAR AND GRILL
Applicant: JML HOLDINGS LLC

Previous License Number(s)
License 1: 012172402
License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250506135447279

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
Name of Property owner/lessor and phone number: **PROPIEDAD LA BAHIA LLC 251-344-5205**
What is lessors primary business? **REAL ESTATE**
Is lessor involved in any way with the alcoholic beverage business? **YES**
Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **YES**
Is the business used to habitually and principally provide food to the public? **YES**
Does the establishment have restroom facilities? **YES**
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**
Building Dimensions Square Footage: **4000** Display Square Footage:
Building seating capacity: **85** Does Licensed premises include a patio area? **YES**
License Structure: **SINGLE STRUCTURE** License covers: **ENTIRE STRUCTURE**
Number of licenses in the vicinity: **0** Nearest: **0**
Nearest school: Nearest church: Nearest residence: **0 blocks**
Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? **NO**

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250506135447279



Initial each

SB
SB

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

SB

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

SB

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

SB

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

SB

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

SB

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

SB

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

SB

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

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

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

Applicant Name (print):

Sarah Brooks

Signature of Applicant:

Sarah Brooks

Notary Name (print):

Dorothy Watson Cordell

Notary Signature:

Dorothy Watson Cordell

Commission expires:

10/23/28

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250506135447279



Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date:

Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Is the lessor involved in any way with the alcohol beverage business?: THE LESSOR,
RUBEN GIMENEZ OF PROPIEDAD LA BAHIA LLC, HOLDS AN ABC LICENSE AS
A MEMBER OF PEDROS ROBERTSDALE LLC



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20250506135447279



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
JML HOLDINGS LLC
Address: 28975 US HIGHWAY 98
DAPHNE, AL 36526
Telephone: 251-767-0985

NEW APPLICANT:
S BROOKS LLC
Address: 7203 RIVER RD
BAY MINETTE, AL 36507
Telephone: 251-459-0408

Current License No: 012172402

LICENSED PREMISES ADDRESS: 28975 US HIGHWAY 98 DAPHNE, AL 36526

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

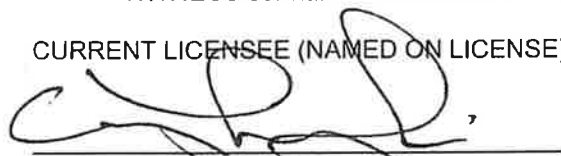
The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 6 day of May, 2025.

CURRENT LICENSEE (NAMED ON LICENSE)


Print Name:
Title: OWNER

NEW LICENSEE (APPLICANT)

Sarah Brooks
Print Name:
Title: Owner

WITNESS: (By ABC Enforcement)
Revised 9/08

Dorothy Watson Corbell
my commission expires 10.23.28

Receipt Confirmation Page

Receipt Confirmation Number: **20250506135447279**
Application Payment Confirmation Number: **64362005**

Payment Summary	
Payment Item	Fee
Transfer Fee for License 020	\$50.00
Total Amount to be Charged	\$50.00

Application Type

Application Type: TRANSFER

Applicant Information

License Type 1: 020 - RESTAURANT RETAIL LIQUOR
License Type 2:
License County: BALDWIN
Business Type: LLC
Trade Name: **WHISKEY BAY BAR AND GRILL**
Applicant Name: **S BROOKS LLC**
Location Address: 28975 US HIGHWAY 98
DAPHNE, AL 36526

Mailing Address: 7203 RIVER RD
BAY MINETTE, AL 36507

Contact Person: SARAH BROOKS
Contact Home Phone: 903-931-2674
Contact Business Phone: 251-459-0408
Contact Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address:

CASE NO. 2025-4

ABC LICENSE ROUTING

DATE RECEIVED BY REVENUE DIV. 5/27/25 CAC

DATE FORWARDED TO POLICE DEPT. 5/27/25 CAC

DATE RECEIVED BY POLICE DEPT. 5/27/2025 KRF

DATE 5/27/2025 APPROVED ☒ DISAPPROVED ☐

POLICE DEPT SIGNATURE SL B. O.

DATE RETURNED TO REVENUE DIV. 5/27/2025 KRF

DATE FORWARDED TO CITY CLERK 5/27/25 CAC

DATE RECEIVED BY CITY CLERK 5/27/25 SL

SCHEDULED DATE ON AGENDA _____

Council Action: ☐ APPROVED ☐ DISAPPROVED ☐ TABLED

COMMENTS: _____

Rescheduled for Council Agenda Date: _____

Council Action: ☐ APPROVED ☐ DISAPPROVED ☐ TABLED

COMMENTS: _____

DATE RETURNED TO REVENUE DIV.: _____

DATE RETURNED TO TAXPAYER _____
OR TO ABC FIELD OFFICE _____ (per taxpayer request)



City of Daphne Event Permit Application

TYPE OF PERMIT:

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

APPLICANT & ORGANIZATION INFORMATION

ORGANIZATION NAME: Christ the King Catholic School
APPLICANT NAME: Stephanie Evans
STREET: 708 Dryer Ave. CITY, STATE, ZIP: Daphne, AL
CONTACT PHONE: 334-791-1396 EMAIL: s1behrens@hotmail.com
"ON SITE" CONTACT PERSON DAY OF EVENT: Stephanie Evans
CELL PHONE: 334-791-1396 EMAIL: s1behrens@hotmail.com

EVENT INFORMATION

EVENT NAME: Pumpkin Fest 2025
TYPE OF/PURPOSE OF EVENT: School Event/Fundraiser
EVENT DATE: 10/26/25 TIME (START- END): 8:00am - 6:00pm
day of event 200 plus participants
ASSEMBLY TIME: 8 am - 6pm # PARTICIPANTS/VEHICLES: 75 plus vehicles
EVENT LOCATION: Christ the King Catholic School
FULL DESCRIPTION OF EVENT (PLEASE LIST ANY TENTS, STAGING, PORT-O-LETS, OR SIMILAR ITEMS THAT WILL BE USED ON-SITE): Tents on school property and on 6th Street. Stage on adjacent field to school on 6th Street.

SPECIAL REQUESTS

ROAD CLOSURE(S) REQUESTS: ☒ Yes* ☒ No *If Yes, please indicate which City Route is requested: closure of 6th Street

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

on each end of 6th St behind Christ the King School

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

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

OTHER SPECIAL ITEMS FOR RENT:

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

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

OTHER SPECIAL REQUESTS: _____

MARKETING & COMMUNICATIONS

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

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

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

Facebook.com? ☒ Yes ☐ No Instagram? ☒ Yes ☐ No LinkedIn? ☒ Yes ☐ No

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

NAME: _____ CONTACT PHONE: _____

OTHER MARKETING REQUESTS: _____

REVENUE/BUSINESS LICENSE

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

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

Pumpkin Festival - Closing 6th Street

INDEMNITY & HOLD HARMLESS AGREEMENT

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

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

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

APPLICANT SIGNATURE: Stephanie Evans DATE: 10/26/25

INTERNAL USE ONLY

DATE REC'D: 10-26-2025

CITY CLERK:

FIRE DEPT: L. A. Tran

APPROVED ROUTE:

POLICE DEPT: JP

ROUTE MAP ATTACHED: ☐ Yes ☐ No

PUBLIC WORKS: BC Green

SPORTS & RECREATION:

EVENT FEE: ☐ Paid \$ CHK#

MARKETING & EVENTS:

☐ Waived:

** REVENUE:

PROOF OF INSURANCE REC'D: ☐ Yes ☐ No



City of Daphne

Event Permit Application

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

APPLICANT & ORGANIZATION INFORMATION

ORGANIZATION NAME: Manci's Antique Club

APPLICANT NAME: Garrett DeLuca

STREET: 1715 Main Street CITY, STATE, ZIP: Daphne, AL, 36526

CONTACT PHONE: 251.421.0279 EMAIL: garrett.deluca@gmail.com

"ON SITE" CONTACT PERSON DAY OF EVENT: Garrett DeLuca

CELL PHONE: 251.421.0279 EMAIL: garrett.deluca@gmail.com

EVENT INFORMATION

EVENT NAME: Daphne Annual Witches Ride

TYPE OF/PURPOSE OF EVENT: Neighborhood Fundraiser

EVENT DATE: October 26, 2025 TIME (START- END): 4-5pm

ASSEMBLY TIME: 2:30pm # PARTICIPANTS/VEHICLES: 250

EVENT LOCATION: Olde Towne Daphne

FULL DESCRIPTION OF EVENT (PLEASE LIST ANY TENTS, STAGING, PORT-O-LETS, OR SIMILAR ITEMS THAT WILL

BE USED ON-SITE): sign waivers and assemble at City Hall. Escorted by DPD

SPECIAL REQUESTS

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

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

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

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

OTHER SPECIAL ITEMS FOR RENT:

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

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

OTHER SPECIAL REQUESTS: _____

MARKETING & COMMUNICATIONS

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

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

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

Facebook.com? ☐ Yes ☐ No Instagram? ☐ Yes ☐ No LinkedIn? ☐ Yes ☐ No

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

NAME: _____ CONTACT PHONE: _____

OTHER MARKETING REQUESTS: _____

REVENUE/BUSINESS LICENSE

WILL SALES BE GENERATED AT YOUR EVENT: ☒ Yes** ☐ No ** If Yes, please provide your City of Daphne Business License Number here: 4935

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

INDEMNITY & HOLD HARMLESS AGREEMENT

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

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

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

APPLICANT SIGNATURE: _____

DATE: _____

2/5/25

INTERNAL USE ONLY

DATE REC'D: _____

7-1-2025

CITY CLERK: _____

FIRE DEPT: _____

A.C. Tabor

APPROVED ROUTE: _____

POLICE DEPT: _____

[Signature]

ROUTE MAP ATTACHED: ☐ Yes ☐ No

PUBLIC WORKS: _____

[Signature]

SPORTS & RECREATION: _____

EVENT FEE: ☐ Paid \$ _____ CHK# _____

MARKETING & EVENTS: _____

☐ Waived: _____

** REVENUE: _____

PROOF OF INSURANCE REC'D: ☐ Yes ☐ No

**CITY OF DAPHNE, ALABAMA
RESOLUTION 2025-43**

2025-P-CITY HALL RE-ROOF

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 the City Hall Re-Roof will exceed \$100,000; and

WHEREAS, the City of Daphne did receive and review bids for the City Hall Re-Roof and has determined that the low 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 City Hall Re-Roof be awarded to Roofing Solutions, LLC to include the Base Bid and unit cost as bid.

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

1. Accepts the bid from Roofing Solutions, LLC for the Base Bid of \$407,300 and unit cost as specified in BID SPECIFICATION NO. 2025-P-CITY HALL RE-ROOF.

BASE BID: Remove and replace existing roof to deck per code and manufacturer's instructions				\$ 407,300.00
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE
Owner can add/delete quantities from the Contract as required.				
a.	Include raking existing and installing misc. new sealant, per LF.	LF	100	\$ 20.00
b.	Include cost to replace PT lumber.	BF	50	\$ 8.00
c.	Include cost to remove and replace deteriorated 1/2" CDX plywood.	SF	100	\$ 6.50
d.	Include cost to install (1) new cast aluminum drain bowl assembly.	UNIT	1	\$ 3,100.00

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 2025-44**

CITY HALL ROOF REPLACEMENT

WHEREAS, Ordinance 2024-23 approved and adopted the Fiscal Year 2025 Budget on September 16, 2024; and

WHEREAS, subsequent to the adoption of the Fiscal Year 2025 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2025 budget; and

WHEREAS, a portion of the roof at City Hall has had significant leaks and has significant visible damage due to age and several natural disasters throughout the past year and is need of replacement; and

WHEREAS, the City Hall Roof Project has been bid with a total project cost of \$425,000 (Base Bid - \$407,300 and Contingency - \$17,700); and

WHEREAS, an appropriation is needed in the amount of \$425,000 to complete the City Hall Roof Project.

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

- 1) Funds in the amount \$425,000 from the **General Fund** are hereby appropriated and made part of the Fiscal Year 2025 Budget for the partial replacement of the roof at City Hall.
- 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.

ATTEST:

Robin LeJeune, Mayor

Candace G. Antinarella, City Clerk, MMC

**CITY OF DAPHNE, ALABAMA
RESOLUTION 2025-45**

2025-Q-CONCESSION SERVICES

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, services are needed to manage and operate the two concession stands at the Daphne Sports Complex; and

WHEREAS, The City of Daphne did receive and review bids for the CONCESSION SERVICES and has determined that the most responsive, responsible, and qualified bid 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 Greeks Catering and Events, Inc. for the rate of 10% of gross sales to be submitted monthly; and

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

1. Accept the bid of Greeks Catering and Events, Inc. at the rate of 10% of gross sales to be submitted monthly as specified in BID SPECIFICATION NO. 2025-Q-CONCESSION 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 2025-46**

APPROPRIATION: OAKACHOY LOOP DRAINAGE REPAIR

WHEREAS, Ordinance 2024-23 approved and adopted the Fiscal Year 2025 Budget on September 16, 2024; and

WHEREAS, subsequent to the adoption of the Fiscal Year 2025 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2025 budget; and

WHEREAS, a storm drain replacement is needed on Oakachoy Loop in the Sehoy subdivision to address a storm drain failure that has caused a sink hole; and

WHEREAS, quotes have been received for the storm drain replacement on Oakachoy Loop with a total project cost of \$75,000 (Labor - \$66,965; Materials - \$4,729; and Contingency - \$3,306); and

WHEREAS, an appropriation is needed in the amount of \$75,000 to complete the project.

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

- 1) Funds in the amount \$75,000 from the **General Fund** are hereby appropriated and made part of the Fiscal Year 2025 Budget for the storm drain replacement at Oakachoy Loop in Sehoy subdivision.
- 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.

ATTEST:

Robin LeJeune, Mayor

Candace G. Antinarella, City Clerk, MMC

**CITY OF DAPHNE, ALABAMA
RESOLUTION 2025 - 47**

**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
GROUND	1004	2000 INT'L 4700 LP TRK	1HTSLAAL4YH222278

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 - 48**

**APPOINTING ELECTION OFFICIALS
MUNICIPAL ELECTION AUGUST 26, 2025 AND RUN-OFF ELECTION SEPTEMBER 23, 2025**

WHEREAS, a regular municipal election has been called to be held on the 26th day of August, 2025, and a runoff election to be held if necessary, on the 23rd of September, 2025; and

WHEREAS, Section 11-46-27 of the Alabama Code of 1975, as amended, provides in part, that the municipal governing body, not less than 15 days before the holding of any municipal election appoint from the qualified electors of the respective wards or voting districts officers to hold the election; and

WHEREAS, Section 11-46-24 of the Code of Alabama, 1975, as amended, provides that where voting places are designated within each district where voting machines are used that the municipal governing body shall appoint election officials to consist of one chief inspector, who shall supervise the conduct of all the other officials and the operation of the voting place, one chief clerk, one returning officer, and for each voting machine to be used at each voting place there shall be appointed two assistant clerks; and

WHEREAS, Section 11-46-27 requires the governing body of the municipality to appoint from the qualified electors of the City one inspector; one returning officer and two clerks who shall meet on the day of election at such place and hour as the municipal governing body may designate for the purpose of receiving, counting, and returning the ballots and absentee ballots at such election.

WHEREAS, the City Council of the City of Daphne recognizes the time spent by those who are to perform the duties of election officials and shall be compensated as follows:

- | | | |
|-----|-----------------|----------|
| 1.) | Chief Inspector | \$250.00 |
| 2.) | Chief Clerk | \$200.00 |
| 4.) | Clerk | \$175.00 |

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Daphne, Alabama that the election officials for said 2025 Municipal Election held at Daphne Civic Center shall be as follows:

Chief Inspector:	Lois Boykin		
Chief Clerk:	Patrick Rudicell		
Clerks:	Joseph Burch IV	Ella Fuller	Joanna Mercer
	Henry Courson	Regina Hull	David Pope
	Jane Clarkson	Carole Jones	Linda Rudicell
	Barbara Comstock	Denis Kearney	Christine Smith
	Mary Connolly	Jacqueline Kearney	Henry Spizzirri
	Sue Coppejans	Andrea Lay	Barbara Stassen
	James Cotton, Jr	Kristin May Planas	Gail Thomas
	David Dirmeyer	Diane McMahon	Lillian White
	Fred Fassbender	John McMahon	

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA
this ___ day of July, 2025.

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, MMC, City Clerk

**CITY OF DAPHNE, ALABAMA
RESOLUTION 2025-49**

**RESOLUTION CONSENTING TO ANNEXATION
OF CERTAIN PARCELS OF REAL PROPERTY INTO
THE CORPORATE LIMITS OF THE CITY OF DAPHNE**

WHEREAS, it is of the opinion of the City Council of the City of Daphne that it is in the best interest of the public good that certain parcels of real property be brought within and annexed into the corporate limits of the City of Daphne; and

WHEREAS, the City Council deems it wise, expedient, and economical to apply for the annexation of said parcels of real property to the corporate limits of the City of Daphne by the passage of a Local Law in the Legislature of Alabama; and

WHEREAS, the City Council has caused to be prepared a Bill for introduction in the Legislature of Alabama, accurately describing said parcels of real property to accomplish the annexation of said parcels of real property into the corporate limits of the City of Daphne; and

WHEREAS, the City Council wishes that certain hereinafter described parcels of real property be annexed into the City of Daphne by an Act of the next session of the Legislature of Alabama; and

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

1. That the Mayor of the City of Daphne be and hereby is directed to cause the following notice to be published in *The Courier* (along with *The Islander* and *The Onlooker*), a newspaper of general circulation published in Baldwin County, Alabama, once a week for four consecutive weeks, commencing July 9, 2025, and each week thereafter as required by Alabama law:

LEGAL NOTICE

STATE OF ALABAMA
COUNTY OF BALDWIN

NOTICE is hereby given that a bill substantially as follows will be introduced at any special session of the Legislature of Alabama commencing in 2025 or the Regular Session of the Legislature of Alabama in 2026 and application for its passage and enactment will be made:

A BILL

TO BE ENTITLED

AN ACT

Relating to Baldwin County, to alter, rearrange, and extend the boundary lines and corporate limits of the City of Daphne in Baldwin County.

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

Section 1. The boundary lines and corporate limits of the City of Daphne in Baldwin County are altered and rearranged to include within the corporate limits of the municipality, in addition to the lands now included, all of the following territory:

TERRITORY A (Parcels 05-43-06-14-0-000-007.000; 05-43-06-14-0-000-006.001; 05-43-06-14-0-000-007.006; 05-43-06-14-0-000-021.000; 05-43-06-14-0-000-022.000; 05-43-06-14-0-000-006.000; and 05-43-06-14-0-000-021.001)

BEGIN AT THE SOUTHEAST CORNER OF SAINT AUGUSTINE PHASE 5, AS SHOWN IN MAP OR PLAT THEREOF RECORDED IN SLIDE 2894-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, SAID POINT BEING ALSO ON THE WEST RIGHT-OF-WAY OF COUNTY ROAD 54 W; THENCE RUN SOUTH, ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 2,580 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT-OF-WAY OF COUNTY ROAD 64; THENCE RUN WEST, ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 2,580 FEET, MORE OR LESS, TO A POINT ON THE EAST RIGHT-OF-WAY OF RIGSBY ROAD; THENCE RUN NORTH, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 2,260 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF PARKER SUBDIVISION, AS SHOWN IN MAP OR PLAT THEREOF RECORDED IN SUDE 2540-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN EAST, ALONG THE SOUTH LINE OF SAID PARKER SUBDIVISION AND A CONTINUATION THEREOF, A DISTANCE OF 1,290 FEET TO THE SOUTHEAST CORNER OF LANDS HERETOFORE CONVEYED TO L.B. WOODRUFF, III AND JAIMIE WOODRUFF, RECORDED AT INSTRUMENT 2023051, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH, ALONG THE EAST LINE OF SAID L.B. WOODRUFF, III AND JAIMIE WOODRUFF LANDS, A DISTANCE OF 330 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF SAINT AUGUSTINE PHASE 1A, AS SHOWN IN MAP OR PLAT THEREOF RECORDED IN SLIDES 2451-A, B AND C, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN EAST, ALONG SAID SOUTH LINE AND A CONTINUATION THEREOF, A DISTANCE OF 1,290 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TERRITORY B (Parcel 05-43-06-13-0-000-015.000)

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH, ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 370 FEET, MORE OR LESS; THENCE RUN EAST, A DISTANCE OF 40 FEET, MORE OR LESS TO THE EAST RIGHT-OF-WAY OF COUNTY ROAD 54 W FOR THE POINT OF BEGINNING: THENCE RUN NORTH, ALONG SAID EAST RIGHT-OF-WAY OF COUNTY ROAD 54 W, A DISTANCE OF 785 FEET; THENCE RUN EAST, A DISTANCE OF 1,290 FEET, MORE OR LESS; THENCE RUN SOUTH, A DISTANCE OF 660 FEET, MORE OR LESS; THENCE RUN WEST, A DISTANCE OF 430 FEET, MORE OR LESS; THENCE RUN SOUTH, A DISTANCE OF 480 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT-OF-WAY OF COUNTY ROAD 64; THENCE RUN WEST, ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 430 FEET, MORE OR LESS; THENCE RUN NORTH, DEPARTING SAID NORTH RIGHT-OF-WAY OF COUNTY ROAD 64, A DISTANCE OF 330 FEET, MORE OR LESS; THENCE RUN WEST, A DISTANCE OF 440 FEET TO THE POINT OF BEGINNING.

TERRITORY C (Parcel 05-43-06-14-0-000-013.002)

LOT 1A, SIMMS-FOSTER SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED AS SLIDE 2825-A IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA.

TERRITORY D(1) (1st of 2 portions of Parcel 05-43-02-03-0-000-004.000)

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; THENCE WEST A DISTANCE OF 92 FEET TO A POINT ON THE WEST MARGIN OF ALABAMA STATE HIGHWAY NO. 181 MARKED BY A CAPPED IRON ROD (REBAR); THENCE ALONG SAID WEST MARGIN NORTH 00'05'49" EAST A DISTANCE OF 120.00 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR) FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE DEPARTING SAID WEST MARGIN NORTH 89'39'06" WEST A DISTANCE OF 223.00 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE SOUTH 00'05'49" WEST A DISTANCE OF 120.00 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE NORTH 89'39'06" WEST A DISTANCE OF 1010.39 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE NORTH 00'15'30" EAST A DISTANCE OF 333.15 FEET TO A POINT MARKED BY AN OPEN TOP IRON PIPE; THENCE SOUTH 89'39'06" EAST A DISTANCE OF 1232.45 FEET TO A POINT ON THE

AFORESAID WEST MARGIN MARKED BY A CAPPED IRON ROD (REBAR);
THENCE ALONG SAID WEST MARGIN SOUTH 00'05'49" WEST A DISTANCE OF
213.16 FEET TO THE POINT OF BEGINNING; CONTAINING 383,992 SQUARE
FEET (8.82 ACRES) MORE OR LESS.

TERRITORY D(2) (2nd of 2 portions of Parcel 05-43-02-03-0-
000-004.000)

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 5
SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; THENCE WEST A
DISTANCE OF 92 FEET TO A POINT ON THE WEST MARGIN OF ALABAMA
STATE HIGHWAY NO. 181 MARKED BY A CAPPED IRON ROD (REBAR) FOR
THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE
ALONG SAID WEST MARGIN NORTH 00'05'49" EAST A DISTANCE OF 120.00
FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE
DEPARTING SAID WEST MARGIN NORTH 89'39'06" WEST A DISTANCE OF
223.00 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR);
THENCE SOUTH 00'05'49" WEST A DISTANCE OF 120.00 FEET TO A POINT
MARKED BY A CAPPED IRON ROD (REBAR); THENCE SOUTH 89'39'06" EAST
A DISTANCE OF 223.00 FEET TO THE POINT OF BEGINNING; CONTAINING
26,760 SQUARE FEET (0.61 ACRES) MORE OR LESS.

TERRITORY E(1) (1st of 2 portions of Parcel 05-43-02-10-0-
000-002.000)

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 5
SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; THENCE WEST A
DISTANCE OF 92 FEET TO A POINT ON THE WEST MARGIN OF ALABAMA
STATE HIGHWAY NO. 181 MARKED BY A CAPPED IRON ROD (REBAR) FOR
THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE
ALONG SAID WEST MARGIN SOUTH 00'05'49" WEST A DISTANCE OF 60.00
FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE
DEPARTING SAID WEST MARGIN NORTH 89'37'35" WEST A DISTANCE OF
222.90 FEET TO A POINT MARKED BY AN IRON ROD (REBAR); THENCE
SOUTH 00'06'25" WEST A DISTANCE OF 473.29 FEET TO A POINT MARKED
BY AN IRON ROD (REBAR); THENCE SOUTH 89'37'35" EAST A DISTANCE
OF 222.98 FEET TO A POINT ON THE AFORESAID WEST MARGIN; THENCE
ALONG SAID WEST MARGIN SOUTH 00'05'49" WEST A DISTANCE OF 292.76
FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE
DEPARTING SAID WEST MARGIN NORTH 89'38'46" WEST A DISTANCE OF
224.79 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR);
THENCE NORTH 89'35'43" WEST A DISTANCE OF 364.84 FEET TO A POINT
MARKED BY A CAPPED IRON ROD (REBAR); THENCE NORTH 00'13'44" EAST

A DISTANCE OF 498.24 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE NORTH 82°31'42" WEST A DISTANCE OF 650.99 FEET TO A POINT IN A LARGE GULLY; THENCE NORTH 00°15'30" EAST A DISTANCE OF 246.68 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE SOUTH 89°39'06" EAST A DISTANCE OF 1233.39 FEET TO THE POINT OF BEGINNING; CONTAINING 566,030 SQUARE FEET (12.99 ACRES) MORE OR LESS.

TERRITORY E (2) (2nd of 2 portions of Parcel 05-43-02-10-0-000-002.000)

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; THENCE WEST A DISTANCE OF 92 FEET TO A POINT ON THE WEST MARGIN OF ALABAMA STATE HIGHWAY NO. 181 MARKED BY A CAPPED IRON ROD (REBAR); THENCE ALONG SAID WEST MARGIN SOUTH 00°05'49" WEST A DISTANCE OF 218.26 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR) FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; CONTINUE THENCE ALONG SAID WEST MARGIN SOUTH 00°05'49" WEST A DISTANCE OF 157.56 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE DEPARTING SAID WEST MARGIN NORTH 89°37'35" WEST A DISTANCE OF 222.96 FEET TO A POINT MARKED BY AN IRON ROD (REBAR); THENCE NORTH 00°06'25" EAST A DISTANCE OF 157.56 FEET TO A POINT; THENCE SOUTH 89°37'35" EAST A DISTANCE OF 222.93 FEET TO THE POINT OF BEGINNING; CONTAINING 35,127 SQUARE FEET (0.81 ACRES) MORE OR LESS.

Section 2. In accordance with Section 11-42-6 of the Code of Alabama 1975, a map showing the proposed territory to be altered, rearranged, and extended from the City of Daphne is on file and open to public inspection in the office of the Baldwin County Judge of Probate.

Section 3. This act shall become effective immediately.

* * *

2. That the City Clerk be and hereby is directed to prepare the necessary copies of the above-mentioned Bill for introduction in the Legislature of Alabama; and that immediately after the fourth publication of the notice prescribed in Paragraph 1 above she shall pay the cost of such publication and procure from said publisher an affidavit substantially as follows:

3.

PROOF OF PUBLICATION

**STATE OF ALABAMA
COUNTY OF BALDWIN**

Before me, the undersigned authority in and for said County in said State, this day personally appeared _____, who, being by me first duly sworn, deposes and says that during the times herein mentioned he was _____ of the _____, a newspaper of general circulation published in _____ County, Alabama, and that the attached notice was published in said newspaper once a week for four successive weeks without cost to the State of Alabama, said notice having appeared in the issues of said paper on _____, _____, and _____, all in the year _____.

Sworn to and subscribed before me _____, _____.

Title: _____

* * *

4. The City Clerk is further directed to deliver the prepared Bill together with the publisher's affidavit to the Honorable Matt Simpson, Representative to the legislature of Alabama from Baldwin County, and respectfully request that he cause the same to be introduced in the Legislature of Alabama.

**ADOPTED AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE
CITY OF DAPHNE, ALABAMA ON THIS, THE 7th DAY OF JULY, 2025.**

CITY OF DAPHNE, ALABAMA

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, MMC, City Clerk



Doc # 2123347 Recorded: 04/25/2024 11:59 AM Page 4 of 6

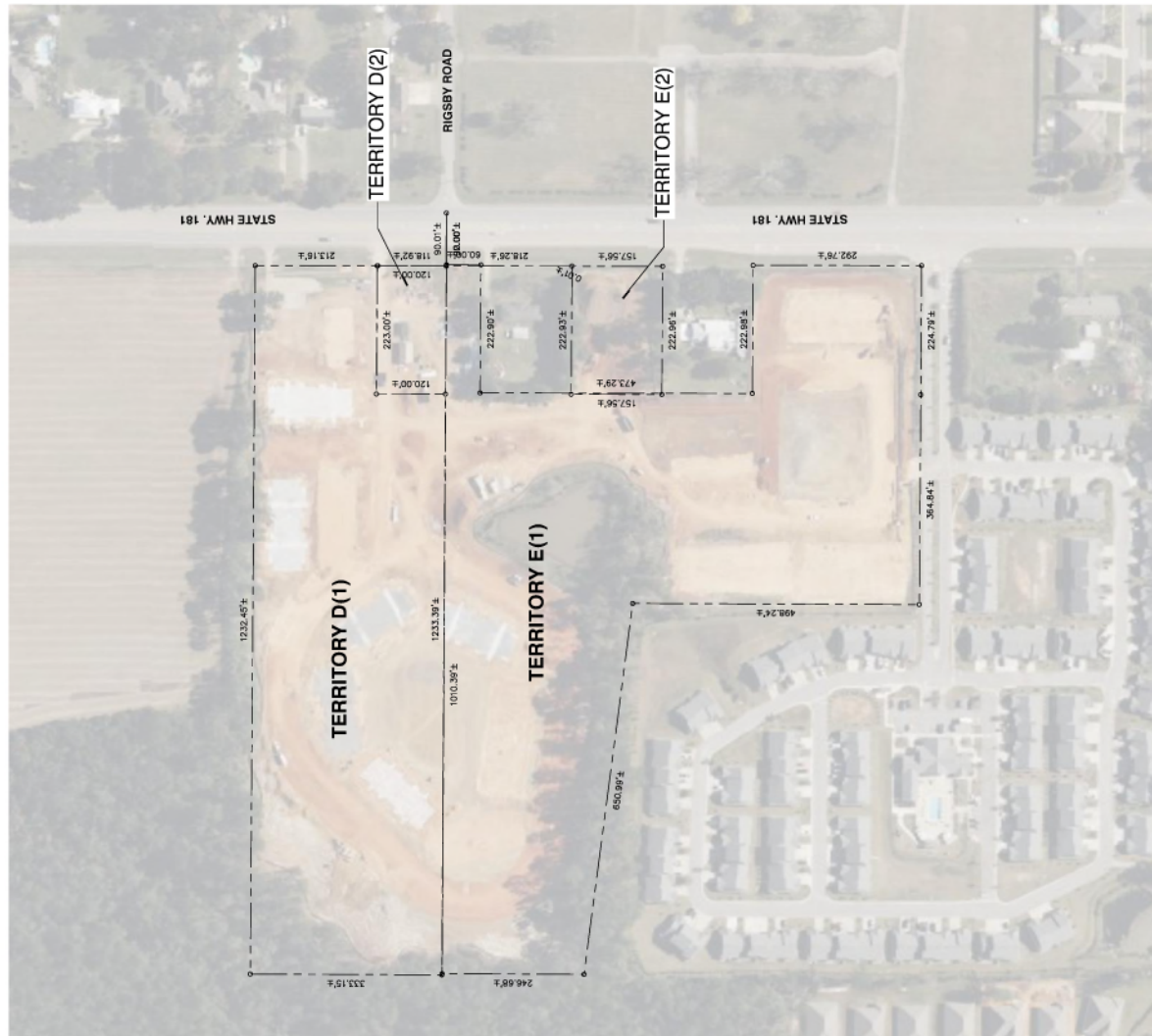
EXHIBIT A
Legal Description

Lot 11, Section 31, Township 34N, Range 10E, Meridian 10W, as shown on the plat thereof, recorded as State 2023-A, in the Public Office of Baldwin County, Alabama.

4/27/24 1:10:30 PM

DESCRIPTION PROVIDED FROM STATUTORY WARRANTY DEED BALDWIN COUNTY PRIVATE INSTRUMENT #2123347
THIS IS NOT AN OFFICIAL SURVEY

General Notes	
No.	Revision/Issued
	Date
	
CITY OF DAPHNE HWY 181 AND CR 64 LEGISLATIVE ANNEXATION	
Project	Sheet
202404	9K1
Date	
01/14/2024	
Scale	
SEE SCALE BAR	



TERRITORY D(1)

TERRITORY D(2)

TERRITORY E(1)

DISTANCE OF 222.90 FEET TO A POINT MARKED BY AN IRON ROD BELARS. THENCE SOUTH 09°06'54" WEST A DISTANCE OF 473.29 FEET TO A POINT MARKED BY AN IRON ROD REMARK; THENCE SOUTH 89°37'35" EAST A DISTANCE OF 222.08 FEET TO A POINT MARKED BY AN IRON ROD BELARS; THENCE ALONG SAID WEST MARGIN SOUTH 09°06'54" WEST A DISTANCE OF 100.00 FEET TO A POINT MARKED BY AN IRON ROD REMARK; THENCE DEPARTING SAID WEST MARGIN NORTH 89°38'46" WEST A DISTANCE OF 225.79 FEET TO A POINT MARKED BY A CAPPELLED IRON ROD BELARS; THENCE SOUTH 89°35'34" WEST A DISTANCE OF 184.84 FEET TO A POINT MARKED BY A CAPPELLED IRON ROD BELARS; THENCE NORTH 89°35'42" WEST A DISTANCE OF 656.90 FEET TO A POINT IN A LARGE POND; THENCE NORTH 87°31'42" WEST A DISTANCE OF 246.68 FEET TO A POINT MARKED BY A CAPPELLED IRON ROD BELARS; THENCE SOUTH 89°06'54" EAST A DISTANCE OF 123.39 FEET TO THE POINT OF BEGINNING.

TERRITORY E(2)

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 5 SOUTH,
RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; THENCE NORTH 89°37'15"
WEST TO A POINT ON THE WEST MARGIN OF ALABAMA STATE HIGHWAY NO. 152
MARKED BY A CAPPED IRON ROD (REBAR); THENCE ALONG SAID WEST MARGIN
WITH A DISTANCE OF 218.26 FEET TO A POINT MARKED BY A
CAPPED IRON ROD (REBAR); THENCE ALONG SAID WEST MARGIN WITH A
DISTANCE OF 157.56 FEET TO A POINT MARKED BY A
CAPPED IRON ROD (REBAR); CONTINUE THENCE ALONG SAID WEST MARGIN
WITH A DISTANCE OF 157.56 FEET TO A POINT MARKED BY AN IRON ROD (REBAR);
THENCE DEPARTING SAID WEST MARGIN NORTH 89°37'15"
WEST TO A POINT MARKED BY A CAPPED IRON ROD (REBAR);
THENCE NORTH 00°00'25" EAST A DISTANCE OF 222.08 FEET TO THE POINT OF BEGINNING.

No.	Revision/Issue		Date



CITY OF DAPHNE
HWY 181 AND CR64
LEGISLATIVE
ANNEXATION

Project 28-001	Sheet SK1
Date 01/14/20	
Scale SEE SCALE BAR	

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2025-07**

**AN ORDINANCE ESTABLISHING IMPACT FEES
ON NEW DEVELOPMENT IN THE CITY OF DAPHNE**

WHEREAS, in accordance with Act 2006-300, as codified at §§ 45-2-243.80–243.87, *Code of Alabama* (1975) (the “Act”), the City of Daphne (the “City”) is authorized by the Legislature of the State of Alabama to adopt and impose impact fees on new development within the City’s corporate limits.

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

Section 1. Findings. In support of the adoption and imposition of impact fees authorized by the Act, the City Council makes the following findings:

- A. The City is a municipal corporation vested with a portion of the state’s sovereign power to protect and provide for the public health, safety, and welfare. The City is authorized to adopt and implement comprehensive plans, zoning ordinances, and other land use regulations to assure its orderly development.
- B. The City is a fast-growing community of over 30,000 full time residents. In calendar years 2023-24, approximately 1,462 new building permits and renovation permits were issued.
- C. The City encourages development that will make the City a vital, attractive community to serve both residents of the City and the substantial and significant number of visitors who visit the City on a yearly basis.
- D. New residential and nonresidential development, however, imposes increased and excessive demands upon public facilities. As demand for public facilities has increased, funding sources for those facilities have decreased at both the state and federal level. In addition, demand for new facilities necessitated by new development impairs the ability of the City to maintain existing facilities because funds must be diverted to construction or expansion of new facilities.
- E. The City’s current Comprehensive Plan, *Envision Daphne 2042*, projects that new development will continue and will place ever-increasing demands on the City to provide public facilities to serve new development.
- F. Following the adoption of the Act by the Legislature of the State of Alabama, the City engaged the consulting firm TischlerBise for purposes of preparing an impact fee study. With input from the City, TischlerBise prepared an “Impact Fee Study” for the City dated January 31, 2025 (the “Study”).
- G. The Study demonstrates the monetary needs of the City in adding the additional governmental infrastructure necessary to keep pace with the City’s growth.
- H. In accordance with Alabama Code § 45-2-243.86, a public meeting during a Work Session of the City Council was held on January 13, 2025, at City Hall with a representative of TischlerBise to present the Study to the Council and the public and to address the City’s

governmental infrastructure needs as a result of new development. A public hearing was held on April 21, 2025, to give the public the opportunity to provide additional comments.

- I. To the extent that new development places demands upon public facilities, those demands should be satisfied by shifting the responsibility for financing the provision of such facilities from the public to the development creating the demands.
- J. An impact fee, established in accordance with this Ordinance, will benefit new development.

Section 2. Authorization. This Ordinance is adopted pursuant to the Act and the City's general police power and land use authority.

Section 3. Purpose and Intent. The purpose of this Ordinance is to establish procedures to:

- A. determine what local capital improvements are reasonably necessary to serve New Development and the cost thereof;
- B. determine the portion of the demand for local capital improvements created by particular types of New Development; and
- C. assess against New Development an Impact Fee to finance the cost of local capital improvements proportional to the New Development's demand for said capital improvements.

Section 4. Definitions. Whenever used in this Ordinance, the following capitalized words, terms, and phrases, and their derivations, shall have the meanings ascribed to them below except where the context clearly indicates a different meaning:

- i. "Act" shall mean the enabling legislation for Impact Fees applicable to Baldwin County, Alabama as established by the Alabama Legislature and set forth in Alabama Code §§ 45-2-243.80 through 45-2-243.87 (Act 2006-300), as the same may hereafter be altered or amended from time to time.
- ii. "All Other Housing" means residential housing units and/or structures other than single-family residential structures, and includes, without limitation, duplexes, triplexes, apartments, condominiums and other multi-family developments.
- iii. "Applicant" shall mean any person or entity making an application for a Building Permit with the City.
- iv. "Benefit Area" means one or more areas as defined herein which are used to calculate the costs and expenses relative to the Governmental Infrastructure needs created by a particular type of New Development.
- v. "Building Department" means the City's Building and Inspection Department.
- vi. "Building Permit" means a document issued by the City authorizing construction of new buildings and/or improvements within the City's corporate limits.
- vii. "Business Park" means a cluster of associated businesses, usually in a campus setting, typically consisting of the use of buildings for the administration of business, professional firms and other organizations.

- viii. “Calculate” means to determine the amount of the Impact Fees assessed against a particular New Development in accordance with the terms and conditions of this Ordinance and the Act.
- ix. “City” means the City of Daphne, Alabama.
- x. “Com/Shop Ctr” means a building or series of buildings in which retail and/or wholesale sales and services will be delivered to the public.
- xi. “Estimated Fair and Reasonable Market Value” shall have the meaning ascribed to such term in Alabama Code § 45-2-243.84.
- xii. “Fire” means a Benefit Area for (i) the construction, development and/or improvement of fire stations, (ii) the acquisition of fire fighting vehicles, (iii) the acquisition of firefighting apparatus, and (iv) the fire component of the Study and/or any other impact fee study obtained by the City in connection with the imposition of Impact Fees.
- xiii. “Governmental Infrastructure” shall have the meaning ascribed to such term in the Act.
- xiv. “Impact Fee” shall have the meaning ascribed to such term in the Act.
- xv. “Impact Fee Account” means a special interest-bearing account of the City established by the City at a banking institution whose deposits are insured by the Federal Deposit Insurance Corporation.
- xvi. “Impact Fee Committee” means a committee chaired by the Mayor and comprised of the Mayor, the City Finance Director, the City Building Official, the City Public Works Director, the Chief of the Daphne Fire Department, the Chief of the Daphne Police Department, and the City’s Director of Parks and Recreation.
- xvii. “Impact Fee Schedule” means the schedule of fees adopted by the Council setting the base fee amount for each Benefit Area and the total Impact Fee for each type of New Development, which schedule is attached hereto as **Exhibit A** and incorporated herein by reference.
- xviii. “Light Industrial” means facilities used for the manufacturing or assembly of products to their final form. These uses could be enclosed or could have outside storage of equipment, materials or merchandise. In addition to the actual production of goods, industrial facilities generally also have incidental office, warehouse and associated functions.
- xix. “Lodging” means a building or group of buildings having five (5) or more guest rooms under a common or individual ownership and single management. These buildings are designed to give, for a fee, transient guests sleeping accommodations and may include as incidental uses, restaurants, cafes, lounges or other guest services. These buildings typically, but do not necessarily have to, have an inner lobby and furnish a room cleaning service for their paying customers.
- xx. “Manufacturing” means a building or series of buildings for businesses engaged in economic activity involving construction, production, processing, transformation, warehousing, wholesale, and disposal of goods, products and component parts of goods and products, including related services.
- xxi. “New Development” shall mean the subdivision of land, the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any

structure; any use of the extension of the use of land; any of which increases the demand on governmental infrastructure.

- xxii. “Nonresidential Development Project” means all New Development in the City other than Residential Development Projects, and shall include, without limitation, any New Development project consisting of one or any combination of Comm/Shop Ctr, Office/Inst, Business Park, Light Industrial, Warehousing, Manufacturing and Lodging.
- xxiii. “Occupancy classification” means the intended use of a structure or tenant spaces within a structure as defined by the International Building Code.
- xxiv. “Office/Inst” means a building used for professional, administrative, financial, clerical and similar uses. This definition includes, without limitation, institutional uses such as churches, schools, hospitals, libraries, clubs, police and fire stations and other public buildings.
- xxv. “Parks and Recreation” means a Benefit Area for (i) the acquisition of new public park lands, (ii) the construction, development and/or improvement of public recreational facilities, (iii) the construction, development and/or improvement of public park amenities, (iv) the acquisition of new park vehicles, and (v) the parks and recreation component of the Study and/or any other impact fee study obtained by the City in connection with the imposition of Impact Fees.
- xxvi. “Police” means a Benefit Area for (i) the cost recovery of the City’s cost and expense related to the construction, development and improvement of its justice center, (ii) the cost recovery of the City’s cost and expense related to the construction, development and improvement of its animal shelter, (iii) the acquisition of police vehicles, and (iv) the acquisition of police-related apparatus and equipment, and (v) the police component of the Study and/or any other impact fee study obtained by the City in connection with the imposition of Impact Fees.
- xxvii. “Residential Development Project” means any New Development in the City undertaken with respect to a Single-Family development and/or an All Other Housing development.
- xxviii. “Single Family” means a detached residential dwelling unit designed for and occupied by one family as a home.
- xxix. “Transportation” means a Benefit Area for the cost of intersection improvements made to address additional demand generated by New Development.
- xxx. “Warehousing” means the storage of materials, but may also include incidental office and maintenance areas.

Section 5. Imposition of Impact Fees. The City hereby imposes an Impact Fee in accordance with the Impact Fee Schedule against all New Development and renovation or expansion of existing structures within the City’s corporate limits subject to any limitations on the amount of the Impact Fee set forth in the Act. In the event any appraisal process is commenced in accordance with the Act, the City shall be responsible for the cost of any appraisal required by the City, and the City and the Applicant shall share equally in the cost of any appraisal obtained at the request of both the City and the Applicant. This Ordinance and/or the Impact Fee Schedule may be amended at any time hereafter and from time to time by the Council in accordance with the

procedure set forth in the Act for the adoption of an Impact Fee. The Impact Fee shall be collected and administered as hereinafter provided.

Section 6. Calculation and Collection of Impact Fees. Impact Fees may be imposed on New Development or renovation or expansion of existing structures as defined in Section 8 hereof, and subject to any limitations on the imposition and collection thereof in the Act. Impact Fees shall be Calculated using either 1% of the combined construction and land cost, or per the fees listed in **Exhibit A**, and the lesser of the two calculations will apply. Land cost will not be assessed or added to renovation, expansion, or change in occupancy classification of existing structures. Fees shall be collected by the Building Department prior to the issuance of a Building Permit for New Development and in accordance with the Impact Fee Schedule. Except as is hereafter provided in Section 14 hereof, all Impact Fees shall be paid by an Applicant to the City in cash or other immediately available funds.

Section 7. No Additional Capacity. No Impact Fee may be assessed for or expended upon the construction, improvement, operation or maintenance of any Governmental Infrastructure that does not create additional capacity for use by the general public. The following shall be exempt from the payment of impact fees:

- A. Alteration or expansion of an existing dwelling unit which does not result in any additional dwelling units or increase in the number of families for which such dwelling unit is arranged, designed or intended to accommodate for the purposes of living quarters.
- B. The replacement of a building or dwelling unit where no additional square footage or dwelling units are created and when the existing and replacement or dwelling unit are located on the same lot. To be eligible for this exemption, official evidence such as, but not limited to, aerial photos, property surveys, Revenue Commission property appraiser data, or building permit data must be provided that confirms a building of equivalent use existed within the parcel boundaries in which the replacement structure is to be located.

Section 8. Change in Size and Use. An impact fee shall be imposed and calculated for alteration, expansion or replacement of a building if the alteration, expansion or replacement of a building results in a use that it is determined to generate greater impact than the present under the applicable fee rate schedule. Impact fee shall be calculated as follows:

- A. If the impact fee is based on a per dwelling unit method, the impact fee shall be the amount due under the applicable impact fee rate schedule, less the calculated impact fee applicable prior to the alteration, expansion or replacement.
- B. If the impact fee is based on the square footage method, the impact fee due for the increased square footage shall be calculated by determining the impact fee due according to the square footage resulting from the alteration, expansion or replacement, less the impact fee that would have been imposed for the original square footage prior to the alteration, expansion or replacement.
- C. All single family residential fees in the fee schedule are based on an assumed 3-bedroom home. If the replacement structure has an increase in the number of bedrooms or sleeping rooms as defined by the City of Daphne Building Code Supplement, any partial impact fee will be calculated on a percentage basis based on the increased number of sleeping rooms within the structure.

- D. If a building is demolished in preparation of a new structure, a pre-demolition inspection will be performed to determine the number of sleeping rooms in the existing structure to establish the baseline for the calculation of any partial impact fee imposed.
- E. All changes in use or Occupancy classification as defined by the International Building Code will be subject to full impact fees calculated at the new construction fee based of Occupancy classification. Credit will be given for the calculation of the new construction fee of the previous building based on Occupancy Classification.

Section 9. Nature of Impact Fee. An Impact Fee is both a personal liability of the Applicant and a lien upon the real property upon which the New Development is to be constructed and/or improved. Said lien may be foreclosed upon in accordance with the procedure for the foreclosure of real estate mortgages in the State of Alabama.

Section 10. Refund of Impact Fee. Except as is specifically required by the Act, Impact Fees are not refundable, unless the applicable Building Permit is voided in writing by the Applicant and no construction or construction-related activities have taken place. In the event a refund is made pursuant to the foregoing sentence, a processing fee of five hundred and no/100 dollars (\$500.00) shall be withheld by the City from any such refund.

Section 11. Impact Fee Amounts. The funds collected pursuant to this Ordinance shall be deposited into the Impact Fee Account. The funds of the Impact Fee Account shall not be commingled with other funds of the City. The City shall separately account for fees collected for the Benefit Areas of Parks and Recreation, Fire, Police and Transportation. In the event that less than the full Impact Fee is assessed for any reason, including, without limitation, any cap on such fee contained in the Act, said partial Impact Fee shall be allocated to the applicable Benefit Areas in the same proportion as the full Impact Fee would be allocated to and among the applicable Benefit Areas.

Section 12. Use of Impact Fees. Impact Fees may be expended only for the Benefit Area for which they were imposed, calculated, and collected and according to the time limits and procedures established in this Ordinance and the Act, if any. All impact fees collected for a Benefit Area must be spent in that Benefit Area. Impact Fees generated by this Ordinance may be used for any purpose permitted by the Act.

Section 13. Time Limitations on Use of Impact Fees. The City shall expend or contract for the expenditure of all Impact Fees collected in accordance with this Ordinance within any time periods set forth in the Act; provided, however, that in the event the Act does not impose any limitation on the timing of the expenditure of Impact Fees, then the City shall have no obligation to expend any Impact Fees within any specific period of time. In the event it becomes necessary for the City to refund any Impact Fees due to the failure to expend or contract for the expenditure of such Impact Fees within a given period of time as required by the Act, the City shall refund such Impact Fees to the Applicant who paid such Impact Fees.

Notwithstanding anything contained herein to the contrary, no party entitled to a refund of any Impact Fee hereunder shall be entitled to any interest on said refunded Impact Fee.

Section 14. Appeals. In the event the Building Department and an Applicant are unable to agree upon the Estimated Fair and Reasonable Value following the appraisal process set forth in Alabama Code § 45-2-243.84, the Applicant against which an Impact Fee has been assessed may pay the Impact Fee as Calculated by the Building Department and preserve the right to appeal the

amount of the Impact Fee by submitting with payment a written statement that payment is made “under protest” or that includes other language that would notify a reasonable person that the Applicant intends to preserve its right of appeal. Any Applicant intending to appeal the Calculation of an Impact Fee must file said appeal in writing with the City Clerk of the City within thirty (30) days of the last to occur of the Calculation of the Impact Fee by the Building Department and the payment of the Impact Fee by the Applicant to the City. In the written appeal provided to the City Clerk by the Applicant, the Applicant shall set forth enough detail to allow the City to reasonably determine the basis for the Applicant’s appeal. All appeals of Impact Fee assessments shall be heard by the Council at a regularly held meeting of the Council within thirty (30) days of the date of the filing of the notice of appeal by the Applicant with the City Clerk. At such appeal hearing, the Applicant and the City shall have the right to present evidence relative to the establishment of the Estimated Fair and Reasonable Market Value of a New Development. In making such presentations, each of the Applicant and the City shall be limited to fifteen (15) minutes for the presentation of such evidence. Thereafter, a majority decision by the Council shall be required to overturn the decision of the Building Department with regard to the Calculation of the applicable Impact Fee.

Section 15. Review of Impact Fee Structure. The Impact Fee Committee shall report at least once every three (3) years to the Council with:

- A. recommendations, if any, for amendments to this Ordinance;
- B. proposals identifying capital improvements to be funded in whole or in part by the Impact Fees collected pursuant to this Ordinance; and
- C. proposals for changes to the Impact Fee Schedule.

In connection with the foregoing, the Impact Fee Committee is hereby authorized to engage such consultants as it deems reasonably necessary to prepare additional impact fee studies for purposes of arriving at an appropriate and reasonable impact fee rate structure.

Section 16. Credits. An Applicant who offers to dedicate land or otherwise provide for the funding of Governmental Infrastructure may be eligible for a credit for such contribution against the Impact Fee otherwise due for that Benefit Area. In the event an Applicant desires to obtain a credit in accordance with the foregoing, the Applicant shall submit its proposal for a credit in writing to the Building Department. To the extent the City prepares forms for the credit process, the Applicant shall make its submittal on said City provided forms.

Thereafter, the Building Department shall submit said proposal to the Impact Fee Committee. The Impact Fee Committee shall make written findings with regard to (a) the value of the Applicant’s proposed contribution; (b) whether the proposed contribution meets capital improvement needs for which the particular Impact Fee has been imposed; and (c) whether the proposed contribution will substitute or otherwise reduce the need for Governmental Infrastructure anticipated to be provided with Impact Fees otherwise assessable against the Applicant.

The Impact Fee Committee shall transmit said written findings to the Council along with a recommendation for whether to accept or decline the Applicant’s offer. The Council shall make the final determination as to whether to accept the Applicant’s proposed contribution; provided, however, that in no event shall the credit given to any such Applicant exceed the amount of the otherwise applicable Impact Fee.

Section 17. Recovery of Public Hearing Costs. Any costs incurred by the City (a) in preparing for and conducting any public hearing required by the Act and (b) in connection with the Study or any similar study conducted hereafter may be recovered as a part of the Impact Fees assessed and collected in accordance with this Ordinance.

Section 18. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-exemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 19. Effective Date. This Ordinance shall be effective from and after its adoption by Council and publication as required by law.

ADOPTED AND APPROVED on this _____ day of _____, 2025.

Robin LeJeune,
Mayor

ATTEST:

Candace G. Antinarella, MMC, City Clerk

EXHIBIT A

Impact Fee Schedule¹

Residential Fees per Unit					
Development Type	Fire	Parks and Recreation	Police	Transportation	Total
Single Family	\$833	\$2,656	\$1,212	\$4,648	\$9,349
Percentage allocation	9%	28%	13%	50%	1% max
Multi-Family	\$536	\$1,708	\$779	\$2,210	\$5,233
Percentage allocation	10%	33%	15%	42%	1% max

Nonresidential Fees per 1,000 Square Feet					
Development Type	Fire	Parks and Recreation	Police	Transportation	Total
Industrial	\$388	\$0	\$277	\$1,133	\$1,798
Percentage allocation	22%	0%	15%	63%	1% max
Commercial/Retail	\$524	\$0	\$1,388	\$3,788	\$5,700
Percentage allocation	9%	0%	24%	66%	1% max
Office/Institutional	\$806	\$0	\$616	\$2,521	\$3,943
Percentage allocation	20%	0%	16%	64%	1% max
Lodging (per room)	\$138	\$1,528	\$455	\$1,239	\$3,360
Percentage allocation	4%	45%	14%	37%	1% max

¹ The total Impact Fee imposed per development unit shall be *the lesser of* the amount shown in the “Total” column and one percent (1%) of the combined construction and land cost.

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2025-12**

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

WHEREAS, the Planning Commission of the City of Daphne, Alabama at their regular meeting held on April 24, 2025, favorably recommended to the City Council of the City of Daphne certain amendments to the Daphne Land Use and Development Ordinance / Zoning District Map approved and adopted by Ordinance No. 2011-54, referenced in Appendix H “Exhibit A” thereof, and amended by Ordinance No. 2016-69, Ordinance No. 2017-49, Ordinance No. 2018-02, Ordinance 2018-27, Ordinance 2019-19, Ordinance 2020-12, Ordinance 2020-28, Ordinance 2022-20, Ordinance 2022-51, Ordinance 2023-44, Ordinance 2024-18 and Ordinance 2024-42; and

WHEREAS, said amendments are necessary due to various rezoning and annexation requests which have been approved since the adoption of Ordinance No. 2024-42; and

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

WHEREAS, a public hearing regarding the proposed Zoning District Map amendments was held by the City Council on June 16, 2025; and

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

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

SECTION I: ZONING DISTRICT MAP

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

SECTION II: REPEALER

Ordinance No. 2011-54, Appendix H “Exhibit A”, Ordinance No. 2016-69, Ordinance No. 2017-49, Ordinance No. 2018-02, Ordinance 2018-27, Ordinance 2019-19, Ordinance 2020-12, Ordinance 2020-28, Ordinance 2022-20, Ordinance 2022-51, Ordinance 2023-44, Ordinance 2024-18 and Ordinance 2024-18 are hereby repealed, and any Ordinance(s), parts of Ordinance(s) or Resolution(s) conflicting with the provisions of this Ordinance are hereby repealed insofar as they conflict.

SECTION III: EFFECTIVE DATE

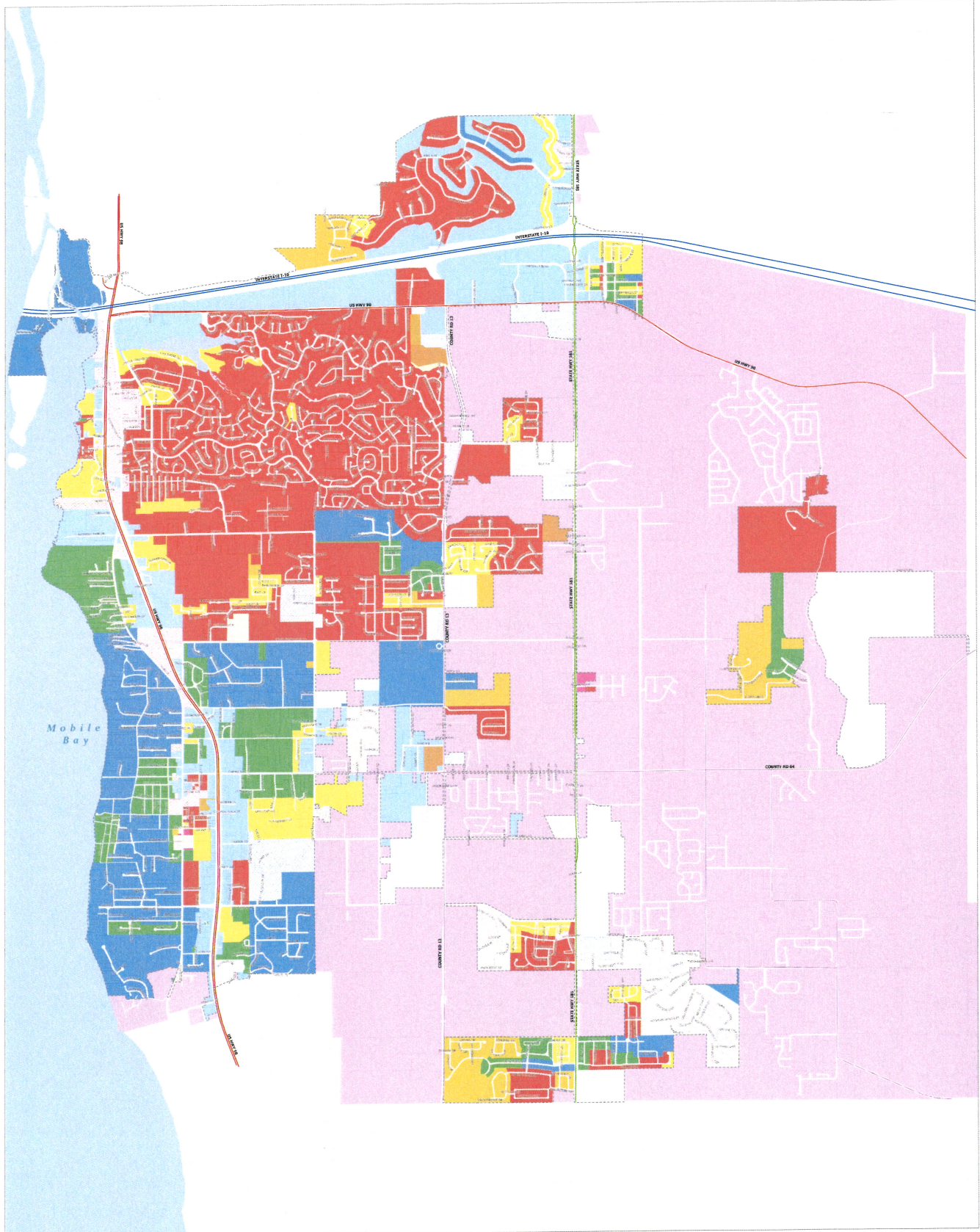
This Ordinance shall take effect and be in force from and after the date of its approval by the City of Daphne City Council and publication as required by law.

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

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, MMC, City Clerk



Save as of 10/1/2024

- [illegible]

Date Expires: 4/15/2025 11:11 AM

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2025-13**

**Ordinance to Pre-Zone Property Located
Northeast of County Road 64 and Alabama Highway 181**

WHEREAS, The Estate of Georgianne Simms Pre-Zoning Amendment, as the owner of certain real property located within the City of Daphne, has requested that said property that is currently zoned as B-3, General Business, Baldwin County District 15, be pre-zoned as B-2, General Business; and

WHEREAS, said real property is located Northeast of County Road 64 and Alabama Highway 181 and more particularly described as follows:

BEGINNING AT A ONE-HALF INCH CAPPED REBAR FOUND (SE CIVIL CA-1167), BEING THE SOUTHWEST CORNER OF LOT A, SIMMS SUBDIVISION, A RE-SUBDIVISION OF LOT 1C, SIMMS-FOSTER SUBDIVISION, AS RECORDED ON A MAP OR PLAT THEREOF ON SLIDE 2929-E, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, ALSO BEING ON THE EAST RIGHT-OF-WAY OF STATE HIGHWAY 181: THENCE RUN N 89°53'29" E, ALONG THE SOUTH LINE OF SAID LOT A AND A PROJECTION THEREOF, A DISTANCE OF 390.00 FEET, TO A ONE-HALF INCH CAPPED REBAR SET (SE CIVIL CA-1167); THENCE RUN S 00°00'00" E, A DISTANCE OF 130.64 FEET, TO A ONE-HALF INCH CAPPED REBAR SET (SE CIVIL CA-1167); THENCE RUN S 89°54'27" W, A DISTANCE OF 132.15 FEET, TO A ONE-HALF INCH CAPPED REBAR FOUND (19254); THENCE RUN S 00°10'02" W, A DISTANCE OF 51.01 FEET, TO A ONE-HALF INCH CAPPED REBAR FOUND (SE CIVIL CA-1167), ON THE NORTH LINE OF LOT 1A, SIMMS-FOSTER SUBDIVISION, BEING A MAP OR PLAT THEREOF, AS RECORDED ON SLIDE 2825-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN N 89°45'03" W, ALONG SAID NORTH LINE, A DISTANCE OF 258.75 FEET, TO A ONE-HALF INCH CAPPED REBAR FOUND (SE CIVIL CA-1167), ON THE AFOREMENTIONED EAST RIGHT-OF-WAY OF STATE HIGHWAY 181; THENCE RUN N 00°18'04" E, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 49.47 FEET, TO A ONE-HALF CAPPED REBAR FOUND (19254), ON SAID EAST RIGHT-OF-WAY; THENCE RUN N 00°20'47" E, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 130.53 FEET, TO THE POINT OF BEGINNING. SAID DESCRIBED PARCEL CONTAINING 1.47 ACRES, MORE OR LESS, AND IS LYING IN AND BEING A PART OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

WHEREAS, at the regular Planning Commission meeting on April 24, 2025, the Commission considered said request and voted to set forth a favorable recommendation; and,

WHEREAS, due notice of said proposed pre-zoning has been provided to the public as required by law through publication and open display at the Daphne Public Library and City Hall, and a public hearing was held before the City Council on June 16, 2025; and,

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

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

SECTION I: ZONING

The above described real property is hereby pre-zoned from R B-3, General Business, Baldwin County District 15, to B-2, General Business, and the zoning ordinance and zoning map shall be amended to reflect the said zoning change.

SECTION II: REPEALER.

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

SECTION III: SEVERABILITY.

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

SECTION IV: EFFECTIVE DATE AND REVERSION.

This Ordinance shall take effect and be in force from and after the date of its approval by the City Council of the City of Daphne and after publication as required by law. This zoning classification is subject to a two (2) year reversionary clause. Two years from the date this Ordinance is enacted, if the site development has not started for the purpose listed herein, the zoning shall be null and void and the property shall revert to the prior zoning district. Refer to Section 22-2, Reversionary Clause, of the Daphne Land Use and Development Ordinance.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS ____ DAY OF _____, 2025.

Attest:

Robin LeJeune, Mayor

Candace G. Antinarella, MMC, City Clerk

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2025-14**

**ORDINANCE TO ANNEX PROPERTY CONTIGUOUS TO THE
CORPORATE LIMITS OF THE CITY OF DAPHNE**

**Property Located Northeast of County Road 64 and Alabama Highway 181
The Estate of Georgianne Simms**

WHEREAS, on the 20th day of March, 2025, The Estate of Georgianne Simms as the owner of certain real property hereinafter described, did file with the City Clerk a petition requesting that said tracts or parcels of land be annexed into and become part of the City of Daphne, Alabama (the “City”); and

WHEREAS, said petition did contain an accurate description of the property to be annexed together with a map of the said territory showing its relationship to the corporate limits of the City of Daphne, Alabama, and the signatures of all owners of the property described; and

WHEREAS, said petition was presented to the Planning Commission of the City of Daphne at a regular scheduled meeting on April 24, 2025, and the Commission set forth a favorable recommendation for the City Council of the City of Daphne to consider said request for annexation of said property; and

WHEREAS, after proper publication, a public hearing was held by the City Council on June 16, 2025, concerning the petition for annexation.

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

SECTION ONE: ANNEXATION

The City Council of the City of Daphne finds and declares as the legislative body of the City that it is in the best interest of the citizens of the City and the citizens of the affected area to bring the property described in Section Three of this Ordinance into the corporate limits of the City, and has further determined that all legal requirements for annexing said real property have been met pursuant to Sections 11-42-20 through 11-42-24, *et seq.*, Code of Alabama (1975); effective on publication as required by Section 11-42-21, Code of Alabama (1975), as amended.

SECTION TWO: ZONING

At the _____, regularly scheduled City Council meeting, Ordinance 2025-____ was adopted pre-zoning the said property as B-2, General Business, with the apportionment of said zoning districts to the subject property described therein.

SECTION THREE: DESCRIPTION OF TERRITORY

The boundary lines of the City of Daphne are hereby altered or rearranged so as to include all the territory heretofore encompassed by the corporate limits of the City of Daphne and, in addition thereto, the following described property, to-wit:

Legal Description for Annexation:

BEGINNING AT A ONE-HALF INCH CAPPED REBAR FOUND (SE CIVIL CA-1167), BEING THE SOUTHWEST CORNER OF LOT A, SIMMS SUBDIVISION, A RE-SUBDIVISION OF LOT 1C, SIMMS-FOSTER SUBDIVISION, AS RECORDED ON A MAP OR PLAT THEREOF ON SLIDE 2929-E, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, ALSO BEING ON THE EAST RIGHT-OF-WAY OF STATE HIGHWAY 181; THENCE RUN

N 89°53'29" E, ALONG THE SOUTH LINE OF SAID LOT A AND A PROJECTION THEREOF, A DISTANCE OF 390.00 FEET, TO A ONE-HALF INCH CAPPED REBAR SET (SE CIVIL CA-1167); THENCE RUN

S 00°00'00" E, A DISTANCE OF 130.64 FEET, TO A ONE-HALF INCH CAPPED REBAR SET (SE CIVIL CA-1167); THENCE RUN S 89°54'27" W, A DISTANCE OF 132.15 FEET, TO A ONE-HALF INCH CAPPED REBAR FOUND (19254); THENCE RUN S 00°10'02" W, A DISTANCE OF 51.01 FEET, TO A ONE-HALF INCH CAPPED REBAR FOUND (SE CIVIL CA-1167), ON THE NORTH LINE OF LOT 1A, SIMMS-FOSTER SUBDIVISION, BEING A MAP OR PLAT THEREOF, AS RECORDED ON SLIDE 2825-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN N 89°45'03" W, ALONG SAID NORTH LINE, A DISTANCE OF 258.75 FEET, TO A ONE-HALF INCH CAPPED REBAR FOUND (SE CIVIL CA-1167), ON THE AFOREMENTIONED EAST RIGHT-OF-WAY OF STATE HIGHWAY 181; THENCE RUN N 00°18'04" E, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 49.47 FEET, TO A ONE-HALF CAPPED REBAR FOUND (19254), ON SAID EAST RIGHT-OF-WAY; THENCE RUN N 00°20'47" E, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 130.53 FEET, TO THE POINT OF BEGINNING. SAID DESCRIBED PARCEL CONTAINING 1.47 ACRES, MORE OR LESS, AND IS LYING IN AND BEING A PART OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

SECTION FOUR: MAP OF PROPERTY

The property hereby annexed into the City of Daphne, Alabama, as described in Section Three of this Ordinance, is set forth on a map of the property attached hereto and made a part of this Ordinance as Exhibit "B" showing its relationship to the corporate limits of the City of Daphne.

SECTION FIVE: EFFECTIVE DATE AND PUBLICATION

This Ordinance shall become effective upon its date of publication as required by Section 11-42-21 Code of Alabama (1975), as amended, and the property described herein shall be then annexed into the corporate limits of the City of Daphne, and a certified copy of the same shall be filed with the Office of the Judge of Probate of Baldwin County, Alabama, in accordance with Section 11-42-21, Code of Alabama (1975), as amended.

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

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, MMC, City Clerk

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2025-15**

**AN ORDINANCE GRANTING A NON-EXCLUSIVE AUTHORIZATION TO
MEDIACOM SOUTHEAST, LLC FOR THE CONSTRUCTION, OPERATION AND
MAINTENANCE OF A CABLE SYSTEM WITHIN CERTAIN PUBLIC RIGHTS-OF-
WAY WITHIN THE CITY OF DAPHNE, ALABAMA FOR THE PROVISION OF
CABLE SERVICES AND VIDEO SERVICES**

WHEREAS, Mediacom Southeast, LLC (hereinafter referred to as the “the Company”), desire to construct and maintain facilities and equipment within certain public rights-of-way necessary to operate a cable system within the City of Daphne, Alabama (“City”); and

WHEREAS, the Company has requested the right to construct and maintain a Cable System within the corporate limits of the City for the provision of Video Services and Cable Services; and

WHEREAS, the City Council wishes to accommodate the Company’s request and grant authorization to allow the Company to construct and maintain a Cable System in accordance with the terms and conditions contained herein.

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

The City Council of the City of Daphne does hereby grant to the Company a non-exclusive right to construct and maintain a Cable System in the City in and along certain rights-of-way, subject to the terms and conditions set forth in the following agreement:

AGREEMENT

This CONSTRUCTION, RIGHT-OF-WAY USE and FRANCHISE AGREEMENT (this “Agreement”) is entered into as of the 19th day of October, 2025 (the “Effective Date”), by and between the CITY OF DAPHNE, an Alabama municipal corporation (the “City”), and MEDIACOM SOUTHEAST, LLC, a Delaware limited liability company (the “Company”). For purposes of this Agreement, unless otherwise defined in this Agreement, the capitalized terms, phrases, words, and their derivations, shall have the meanings set forth in **Appendix A**.

The City, having determined that the financial, legal, and technical ability of the Company is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the current and future cable-related needs of the community and that, as of the Effective Date, the Company is in material compliance with the terms and conditions of the cable franchise preceding this Agreement, desires to enter into this Agreement with the Company for the construction, operation, and maintenance of a Cable System on the terms and conditions set forth herein. In consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

SECTION 1 GRANT OF AUTHORITY

1.1 Grant of Franchise. The City hereby grants under the Cable Act a nonexclusive franchise (the “Franchise”) to occupy and use the Streets within the Franchise Area in order to construct, operate, maintain, upgrade, repair, and remove the Cable System, and provide Cable Services through the Cable System, subject to the terms and conditions of this Agreement. This Franchise authorizes Cable Service, and it does not grant or prohibit the right(s) of the Company to provide other services.

1.2 Term of Franchise. This Franchise shall be in effect for a period of ten (10) years commencing on the Effective Date, unless renewed or lawfully terminated in accordance with this Agreement and the Cable Act.

1.3 Renewal. Subject to Section 626 of the Cable Act (47 U.S.C. § 546) and such terms and conditions as may lawfully be established by the City, the City reserves the right to grant or deny renewal of the Franchise.

1.4 Reservation of Authority. Nothing in this Agreement shall (i) abrogate the right of the City to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of the City or of the City’s right to require the Company or any Person utilizing the Cable System to secure the appropriate permits or authorizations for its use, or (iii) be construed as a waiver or release of the rights of the City in and to the Streets. The Company will comply with the Federal Communications Commission customer service standards set forth under 47 C.F.R. 76.309, as such standards exist on the Effective Date and as they may be amended from time to time.

SECTION 2 THE CABLE SYSTEM

2.1 The System and Its Operations.

2.1.1 Service Area. As of the Effective Date, the Company operates a Cable System within the Franchise Area.

2.1.2 System. As of the Effective Date, the Company maintains and operates a Cable System capable of providing over 250 Channels of Video Programming, which Channels may be delivered by analog, digital, or other transmission technologies, at the sole discretion of the Company.

2.1.3 System Technical Standards. Throughout the term of this Agreement, the Cable System shall be designed, maintained, and operated such that quality and reliability of System Signal will be in compliance with all applicable consumer electronics equipment compatibility standards, including but not limited to Section 624A of the Cable Act (47 U.S.C. § 544a) and 47 C.F.R. § 76.630, as may be amended from time to time.

2.1.4 Testing Procedures; Technical Performance. Throughout the term of this Agreement, the Company shall operate and maintain the Cable System in accordance with the testing procedures and the technical performance standards of the FCC.

2.2 Requirements with Respect to Work on the System.

2.2.1 General Requirements. The Company shall comply with ordinances, rules, and regulations established by the City pursuant to the lawful exercise of its police powers and generally applicable to all users of the Streets.

2.2.2 Protection of Underground Utilities. Both the Company and the City shall comply with the Alabama Underground Damage Prevention Act (Ala. Code § 37-15-1, *et seq.*), relating to notification prior to excavation near underground utilities, as may be amended from time to time.

2.3 Permits and General Obligations.

2.3.1 The Company shall be responsible for obtaining all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain, or repair the Cable System, or any part thereof, prior to the commencement of any such activity. The City shall make all reasonable efforts to issue permits, licenses, or other approvals within ten (10) business days. The Company shall be solely responsible, either through its employees or its authorized contractors, for constructing, installing, and maintaining the Cable System in a safe, thorough, and reliable manner in accordance with all applicable standards and using materials of good and durable quality. The Company shall assure that any person installing, maintaining, or removing its facilities is fully qualified and familiar with all applicable standards. No third party shall tamper with, relocate, or otherwise interfere with the Company's facilities in the rights-of-way without the Company's approval and supervision; provided, however, that the Company shall make all reasonable efforts to coordinate with other users of the Streets to facilitate the execution of projects and minimize disruption in the public rights-of-way. All transmission and distribution structures, poles, other lines, and equipment installed by the Company for use in the Cable System in accordance with this Agreement shall be located so as to minimize interference with the proper use of the Streets and the rights and reasonable convenience of property owners who own property adjoining the Streets.

2.3.2 Code Compliance. The Company shall comply with all applicable building, safety, and construction codes. The parties agree that at present, Cable Systems are not subject to the low voltage regulations of the National Electric Code, National Electrical Safety Code, or other such codes or regulations. In the event that the applicable codes are revised such that Cable Systems become subject to low voltage regulations without being grandfathered or otherwise exempted, the Company will thereafter be required to comply with those regulations.

2.4 Conditions on Street Occupancy.

2.4.1 New Grades or Lines. If the grades or lines of any Street within the Franchise Area are lawfully changed at any time during the term of this Agreement, then the Company

shall, upon at least ninety (90) days' advance written notice from the City and at the Company's own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with the new grades or lines.

2.4.2 Relocation at Request of Third Party. The Company shall, upon reasonable prior written request of any Person holding a permit issued by the City to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Company may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Company agrees to arrange for such temporary relocation to be accomplished as soon as reasonably practicable, not to exceed ninety (90) days without the prior agreement of the City.

2.4.3 Restoration of Property. If, in connection with the construction, operation, maintenance, or repair of the Cable System, the Company disturbs, alters, or damages any Street or any private property, the Company shall, at its sole cost and expense, promptly restore such Street or private property to a condition reasonably comparable to its condition immediately prior to the disturbance or damage. Restoration of any Street shall be completed in accordance with the standards set forth in the Alabama Department of Transportation's Utilities Manual. If the City reasonably determines that the Company has not properly restored any Street or private property, the City may, after providing ten (10) business days' advance written notice and a reasonable opportunity to cure, complete the necessary restoration and bill the Company for the cost thereof.

2.4.4 Trimming of Trees and Shrubbery. The Company shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Company's wires, cables, or other equipment in accordance with the City's ordinance regarding tree cutting and removal, the cost of which trimming shall not be borne by the City.

2.4.5 Underground Construction. The Company shall place its Cable System's transmission and distribution facilities underground. Nothing in this Section 2.4.5 shall be construed to require the Company to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment. The Company shall be entitled to expand and upgrade its System as it deems reasonably necessary.

2.5 Change in Franchise Area. In the event that the borders of the Franchise Area change, through annexation or otherwise, the City shall provide to the Company written notice of such change. Franchise fees on gross revenues earned from Subscribers in annexed areas shall be payable as of the effective date of such annexation, and shall be remitted to the City beginning with the next regularly scheduled quarterly franchise fee payment as provided in Section 4.1.2 below.

SECTION 3 CUSTOMER SERVICE

Customer Service. The Company shall comply in all respects with the requirements set forth in **Appendix B.** Individual violations of those requirements do not constitute a breach of this Agreement.

SECTION 4 COMPENSATION AND OTHER PAYMENTS

4.1 Compensation to the City. As compensation for the Franchise, the Company shall pay or cause to be paid to the City the amounts set forth in this Section 4.1.

4.1.1 Franchise Fees—Amount. The Company shall pay to the City franchise fees in an amount equal to five percent (5%) of Gross Revenues derived from the operation of the Cable System to provide Cable Services and Video Services in the Franchise Area (the “Franchise Fee”).

4.1.2 Franchise Fees—Payment. Payments of Franchise Fees shall be made on a quarterly basis and shall be remitted not later than forty-five (45) days after the last day of each March, June, September, and December throughout the term of this Agreement.

4.1.3 Company to Submit Franchise Fee Report. Each Franchise Fee payment shall be accompanied by a certified report setting forth the basis for the computation of Gross Revenues on which the quarterly payment of Franchise Fees is being made, which report shall enumerate, at a minimum, the following revenue categories: limited and expanded basic video service, digital video service, premium video service, pay-per-view and video-on-demand, equipment, installation and activation, franchise fees, guide, late fees, ad sales, home shopping commissions, and bad debt.

4.1.4 Franchise Fee Payments Subject to Audit; Remedy for Underpayment. No acceptance of any Franchise Fee payment by the City shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the City may have for further or additional sums payable under this Agreement. The City may conduct an audit no more than once annually to ensure payments in accordance with this Agreement. The audit of the Company’s records shall take place at a location, in the State of Alabama, determined by the Company. The City is prohibited from removing any records, files, spreadsheets, or any other documents from the site of the audit. In the event that the City takes notes of any documents, records, or files of the Company for use in the preparation of an audit report, all notes shall be returned to the Company upon completion of the audit. The audit period shall be limited to six (6) years preceding the end of the quarter of the most recent payment. Once the Company has provided information for an audit with respect to any period, regardless of whether the audit was completed, that period shall not again be the subject of any audit.

If, as a result of an audit or any other review, the City determines that the Company has underpaid Franchise Fees in any twelve (12) month period then, in addition to making full payment of the relevant obligation, the Company shall reimburse the City for all of the

reasonable costs associated with the audit or review, including all reasonable out-of-pocket costs for attorneys, accountants, and other consultants. The City shall provide the Company with a written notice of audit results and a copy of the final report presented to the City. The Company shall remit any undisputed amounts owed to the City as the result of the audit within thirty (30) days following resolution of the payment dispute.

4.1.5 [Intentionally Deleted.]

4.2 Payments Not to Be Set Off Against Taxes or Vice Versa. The parties agree that the compensation and other payments to be made pursuant to this Section 4 are not a tax and are not in the nature of a tax. The Company and the City further agree that Franchise Fee payments required under Section 4.1.1 shall be in lieu of any business license fees and occupational license fees as are or may be required by the City. The City and the Company further agree that no additional taxes, licenses, fees, surcharges, or other assessments shall be assessed on the Company related to the provision of services or the operation of the Cable System, nor shall the City levy any other tax, license, fee, or assessment on the Company or its Subscribers that is not generally imposed and applicable to a majority of all other businesses.

4.3 Interest on Late Payments. If the Franchise Fee payment is not actually received by the City on or before the applicable due date set forth in this Section, interest shall accrue on the outstanding amount at the state legal interest rate of six percent (6%) annually (Alabama Code § 8.8.1).

SECTION 5 COMPLIANCE REPORTS

5.1 [Intentionally Deleted.]

5.2 Reports. Upon written request by the City and subject to Section 631 of the Cable Act, the Company shall promptly submit to the City such information as may be necessary to reasonably demonstrate the Company's compliance with any term or condition of this Agreement.

5.3 File for Public Inspection. Throughout the term of this Agreement, the Company shall maintain and make available to the public those documents required pursuant to the FCC's rules and regulations.

5.4 Treatment of Proprietary Information. The City agrees to treat as confidential, to the maximum extent allowed under the Alabama Public Records Law (Ala. Code § 36-12-40, *et seq.*) or other applicable law, any requested documents submitted by the Company to the City that are labeled as "Confidential" or "Trade Secret" prior to submission. In the event that any documents submitted by the Company to the City are subject to a request for inspection or production, including but not limited to a request under the Alabama Public Records Law, the City shall notify the Company of the request as soon as practicable and in any case prior to the release of such information, by email or facsimile to the addresses provided in Section 9.6 of this Agreement, so that the Company may take appropriate steps to protect its interests in the requested records, including seeking an injunction against the release of the requested records.

5.5 Emergency Alert System. The Company shall install and maintain an Emergency Alert System in the Franchise Area only as required under applicable federal and state laws. Additionally, the City shall permit only those Persons appropriately trained and authorized in accordance with applicable law to operate the Emergency Alert System equipment and shall take reasonable precautions to prevent any use of the Company's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System.

SECTION 6 ENFORCEMENT

6.1 Notice of Violation. If the City believes that the Company has not complied with the terms of this Agreement, the City shall first informally discuss the matter with the Company. If discussions do not lead to a resolution of the problem, the City shall notify the Company in writing of the nature of the alleged noncompliance ("Violation Notice").

6.2 Company's Right to Cure or Respond. The Company shall have thirty (30) days from the receipt of the Violation Notice, or any longer period specified by the City, to respond; cure the alleged noncompliance; or, if the alleged noncompliance, by its nature, cannot be cured within thirty (30) days, initiate reasonable steps to remedy the matter and provide the City a projected resolution date in writing.

6.3 Hearing. If the Company fails to respond to the Violation Notice received from the City, or the alleged noncompliance is not remedied within the cure period set forth above, the City's governing body shall schedule a hearing if it intends to continue its investigation into the matter. The City shall provide the Company at least twenty (20) days' prior written notice of the hearing, specifying the time, place, and purpose of the hearing. The Company shall have the right to present evidence and to question witnesses. The City shall determine if the Company has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Company may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

6.4 Enforcement. Subject to applicable federal and state law, if after the hearing provided for in Section 6.3, the City determines that the Company is in default of the provisions addressed in the Violation Notice, the City may

- (a) seek specific performance;
- (b) commence an action at law for monetary damages or seek other equitable relief; or
- (c) in the case of a substantial default of a material provision of this Agreement, seek to revoke the Franchise in accordance with subsection 6.5 below.

6.5 Revocation.

6.5.1 After the hearing and determination provided for in Section 6.3 and prior to the revocation or termination of the Franchise, the City shall give written notice to the Company of its intent to revoke the Franchise on the basis of an alleged substantial default

of a material provision of this Agreement. The notice shall set forth the exact nature of the alleged default. The Company shall have thirty (30) days from receipt of such notice to submit its written objection to the City or to cure the alleged default. If the City is not satisfied with the Company's response, the City may seek to revoke the Franchise at a public hearing. The Company shall be given at least twenty (20) days' prior written notice of the public hearing, specifying the time and place of the hearing and stating the City's intent to revoke the Franchise.

6.5.2 At the public hearing, the Company shall be permitted to state its position on the matter, present evidence, and question witnesses, after which the City's governing board shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record, and a written transcript shall be made available to the Company, at the Company's sole cost and expense, within ten (10) business days following the public hearing. The decision of the City's governing board shall be made in writing and shall be delivered to the Company. The Company may appeal such decision to an appropriate court, which shall have the power to review the decision of the City's governing board. The Company may continue to operate the Cable System until all legal appeals procedures have been exhausted.

6.5.3 Notwithstanding the provisions of this Section 6, the Company does not waive any of its rights under federal law or regulation.

6.6 Technical Violations. The parties hereby agree that it is not the City's intention to subject the Company to penalties, fines, forfeiture, or revocation of the Agreement for so-called "technical" breach(es) or violation(s) of the Agreement, where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area or where strict performance would result in practical difficulties and hardship to the Company which outweigh the benefit to be derived by the City or Subscribers.

SECTION 7

ASSIGNMENTS AND OTHER TRANSFERS

The Franchise shall be fully transferable to any successor in interest to the Company. A notice of transfer shall be filed by the Company to the City within forty-five (45) days of such transfer. The transfer notification shall consist of an affidavit signed by an officer or general partner of the transferee that contains the following:

(a) an affirmative declaration that the transferee shall comply with the terms and conditions of this Agreement, all applicable federal, state, and local laws, regulations, and ordinances regarding the placement and maintenance of facilities in any public right-of-way that are generally applicable to users of the public right-of-way and specifically including the Alabama Underground Damage Prevention Act (Ala. Code § 37-15-1, *et seq.*);

(b) a description of the transferee's service area; and

(c) the location of the transferee's principal place of business and the name or names of the principal executive officer or officers of the transferee.

No affidavit shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Company in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Mediacom Communications Corporation.

SECTION 8 INSURANCE AND INDEMNITY

8.1 Insurance.

8.1.1 Liability Insurance. Throughout the term of this Agreement, the Company shall, at its sole expense, maintain comprehensive general liability insurance, issued by a company licensed to do business in the State of Alabama with a rating of not less than “A minus,” and provide the City certificates of insurance demonstrating that the Company has obtained the insurance required in this Section 8.1.1. This liability insurance policy or policies shall be in the minimum amount of Five Million Dollars (\$5,000,000.00) per occurrence and Ten Million Dollars (\$10,000,000.00) general aggregate limit for bodily injury and property damage. The policy or policies shall not be canceled except upon thirty (30) days’ prior written notice of cancellation to the City. The City shall be provided with a certificate or certificates of such coverage. In addition, the Company shall secure any and all other insurance as the Company, in its sole discretion deems appropriate. Nothing in this paragraph is intended to be a waiver of the City’s immunity under State-agent immunity or any other immunity afforded municipalities under Alabama or Federal law.

8.1.2 Workers’ Compensation. The Company shall ensure its compliance with the Alabama Workers’ Compensation Law.

8.2 Indemnification. The Company shall indemnify, defend, and hold harmless the City, its elected officials, officers, employees, agents and contractors from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Company’s construction, operation, maintenance, or removal of the Cable System, including but not limited to any settlement, judgment, reasonable attorneys’ fees, court costs or otherwise. In the event the City believes it has a claim subject to indemnification it must promptly give the Company written notice of such claim. Within sixty (60) days of its receipt of written notice of the City’s claim, the Company shall notify the City in writing whether the Company will defend such claim. If the Company assumes the defense of such claim it shall be entitled to defend the claim in any manner it sees fit including settlement, provided no settlement imposes liability on the City without the City’s prior written consent. If the City determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the City. Notwithstanding the foregoing, the Company shall not be obligated to indemnify the City for any damages, liability, or claims resulting from the willful misconduct or negligence of the City or for the City’s use of the Cable System.

8.3 Liability and Indemnity. In accordance with Section 635A of the Cable Act, the City, its elected officials, officers, employees and agents shall have no liability to the Company arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Franchise. Any relief, to the extent such relief is

required by any other provision of federal, state, or local law, shall be limited to injunctive relief and declaratory relief.

SECTION 9 MISCELLANEOUS

9.1 Controlling Authorities. This Agreement is made with the understanding that its provisions are controlled by the Cable Act, other federal laws, state laws, and all applicable local laws, ordinances, and regulations.

9.2 Appendices. The Appendices to this Agreement and all portions thereof are, except as otherwise specified in this Agreement, incorporated by reference in and expressly made a part of this Agreement.

9.3 Enforceability of Agreement. By execution of this Agreement, the Company and the City acknowledge the validity of the terms and conditions of this Agreement under applicable law in existence on the Effective Date.

9.4 Governmental Powers. The City expressly reserves the right to exercise the full scope of its powers, including both its police power and contracting authority, to promote the public interest and to protect the health, safety, and welfare of the citizens of the City of Daphne, Alabama.

9.5 Entire Agreement. This Agreement, including all Appendices, embodies the entire understanding and agreement of the City and the Company with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the City and the Company with respect to the subject matter hereof, including without limitation all prior drafts of this Agreement and any Appendix to this Agreement, and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant, or independent contractor of the City or the Company.

9.6 Notices. All notices shall be in writing and shall be sufficiently given and served upon the other party by first class mail, registered or certified, return receipt requested, postage prepaid; by third-party commercial carrier; or via facsimile (with confirmation of transmission) and addressed as follows:

THE CITY:

City of Daphne
Attn: Office of the Mayor
P.O. Box 400
Daphne, Alabama 36526

With a copy to:

Adams & Reese LLP
Attn: A. Patrick Dungan
11 N Water St, Ste 23200
Mobile, AL 36602

THE COMPANY:

Mediacom Southeast LLC
Attn: Legal Department
1 Mediacom Way
Mediacom Park, NY 10918

With a copy to: Mediacom Southeast LLC
Government Relations Manager
1613 Nantahala Beach Blvd
Gulf Breeze, FL 32563

9.7 Additional Representations and Warranties. In addition to the representations, warranties, and covenants of the Company to the City set forth elsewhere in this Agreement, the Company represents and warrants to the City and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by any inspection or examination made by or on behalf of the City) that, as of the Effective Date:

9.7.1 Organization, Standing, and Authorization. The Company is a limited liability company validly existing and in good standing under the laws of the State of Delaware and is duly authorized to do business in the State of Alabama and in the Franchise Area.

9.7.2 Compliance with Law. The Company, to the best of its knowledge, has obtained all government licenses, permits, and authorizations necessary for the operation and maintenance of the Cable System.

9.8 Maintenance of System in Good Working Order. Until the termination of this Agreement and the satisfaction in full by the Company of its obligations under this Agreement, in consideration of the Franchise, the Company agrees that it will maintain all of the material properties, assets, and equipment of the Cable System, and all such items added in connection with any upgrade, in good repair and proper working order and condition throughout the term of this Agreement.

9.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted transferees, and assigns. All of the provisions of this Agreement apply to the Company, its successors, and assigns.

9.10 No Waiver; Cumulative Remedies. No failure on the part of the City or the Company to exercise, and no delay in exercising, any right or remedy hereunder including without limitation the rights and remedies set forth in this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy, all subject to the conditions and limitations established in this Agreement. The rights and remedies provided in this Agreement including without limitation the rights and remedies set forth in Section 6 of this Agreement, are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Agreement shall impair any of the rights or remedies of the City or Company under applicable law, subject in each case to the terms and conditions of this Agreement.

9.11 Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions of this Agreement, which shall continue in full force and effect.

9.12 No Agency. The Company shall conduct the work to be performed pursuant to this Agreement as an independent entity and not as an agent of the City.

9.13 Governing Law. This Agreement shall be deemed to be executed in the City of Daphne, Alabama, and shall be governed in all respects, including validity, interpretation, and effect, by and construed in accordance with the laws of the State of Alabama, as applicable to contracts entered into and to be performed entirely within that state.

9.14 Claims Under Agreement. The City and the Company agree that, except to the extent inconsistent with Section 635 of the Cable Act (47 U.S.C. § 555), any and all claims asserted by or against the City arising under this Agreement or related thereto shall be heard and determined either in a court of the United States located in Alabama (“Federal Court”) or in a court of the State of Alabama of appropriate jurisdiction located in Baldwin County, Alabama (“Alabama State Court”). To effectuate this Agreement and intent, the Company agrees that if the City initiates any action against the Company in Federal Court or in Alabama State Court, service of process may be made on the Company either in person or by registered mail addressed to the Company at its offices as defined in Section 9.6, or to such other address as the Company may provide to the City in writing.

9.15 Modification. The Company and City may at any time during the term of this Agreement seek a modification, amendment, or waiver of any term or condition of this Agreement. No provision of this Agreement nor any Appendix to this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and the Company, which amendment shall be authorized on behalf of the City through the adoption of an appropriate resolution, letter of agreement, or order by the City, as required by applicable law.

9.16 Delays and Failures Beyond Control of Company. Notwithstanding any other provision of this Agreement, the Company shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due to strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, technical failure, sabotage, or other events, where the Company has exercised all due care in the prevention thereof, to the extent that such causes or other events are beyond the control of the Company and such causes or events are without the fault or negligence of the Company. In the event that any such delay in performance or failure to perform affects only part of the Company’s capacity to perform, the Company shall perform to the maximum extent it is able to do so and shall take all steps within its power to correct such cause(s). The Company agrees that in correcting such cause(s), it shall take all reasonable steps to do so in as expeditious a manner as possible. The Company shall promptly notify the City in writing of the occurrence of an event covered by this Section 9.16.

9.17 Duty to Act Reasonably and in Good Faith. The Company and the City shall fulfill their obligations and exercise their rights under this Agreement in a reasonable manner and in good faith. Notwithstanding the omission of the words “reasonable,” “good faith,” or similar terms in the provisions of this Agreement, every provision of this Agreement is subject to this section.

9.18 Contractual Rights Retained. Nothing in this Agreement is intended to impair the contractual rights of the City or the Company under this Agreement.

9.19 No Third-Party Beneficiaries. Nothing in this Agreement, or any prior agreement, is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

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APPENDIX A DEFINED TERMS

For purposes of the Agreement to which this Appendix A is appended, the following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended.

“Agreement” means the Agreement to which this Appendix A is appended, together with all Appendices attached thereto and all amendments or modifications thereto.

“Basic Service” means any service tier that includes the retransmission of local television broadcast Signals and any equipment or installation used in connection with Basic Service.

“Cable Act” means Title VI of the Communications Act of 1934 as amended, 47 U.S.C. § 521, *et seq.*

“Cable Service” means the one-way transmission to Subscribers of Video Programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service. “Cable Service” does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. §332(d).

“Cable Service Provider” or **“CSP”** means any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

“Cable System” means a facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment, that is designed to provide Cable Service, which includes Video Programming and which is provided to multiple Subscribers within a community, but “Cable System” does not include:

(A) a facility that serves only to retransmit the television Signals of one (1) or more television broadcast stations;

(B) a facility that serves Subscribers without using any public right-of-way as defined herein;

(C) a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§201–276, except that such facility shall be considered a Cable System, other than for purposes of 47 U.S.C. § 541(c), to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

(D) an open video system that complies with 47 U.S.C. § 573; or

(E) any facilities of any electric utility used solely for operating its electric utility system.

“Channel” means a “cable channel” or “channel” as defined in 47 U.S.C. § 522(4).

“Company” means Mediacom Southeast, LLC, a limited liability company validly existing under the laws of the State of Delaware, or lawful successor, transferee, designee, or assignee thereof.

“FCC” means the Federal Communications Commission, its designee, or any successor thereto.

“Franchise Area” means the incorporated areas of the City of Daphne, Alabama, including any areas annexed by the City during the term of the Franchise.

“Franchise Fee” has the meaning set forth in Section 4.1.1 of this Agreement.

“City” means the City of Daphne, Alabama, or lawful successor, transferee, designee, or assignee thereof.

“Gross Revenues” means:

(A) all revenues received by the Company from Subscribers in the Franchise Area for providing Cable or Video Services, and all revenues received by the Company from nonsubscribers in the Franchise Area for advertising services and as commissions from home shopping services, as allocated pursuant to subdivision (B); provided, that the advertising or home shopping services are disseminated through Cable or Video Services. Gross Revenues shall be determined according to Generally Accepted Accounting Principles (“GAAP”). “Gross Revenues” shall also include:

(i) recurring charges for Video Services, including late fees;

(ii) event-based charges for Video Services, including pay-per-view and video-on-demand charges;

(iii) monthly recurring charges for the rental of Video Services Equipment and Video Services accessories;

(iv) customer service charges related to the provision of Video Services, including activation, home installation, and repair; and

(v) administrative charges related to the provision of Video Services, including service order and service termination charges.

“Gross Revenues” shall not include any:

- (i) taxes on Services furnished by the Company by any municipality, state, or other governmental unit and collected by the Company for such governmental unit, including Franchise Fees;
- (ii) amounts passed back to the Subscribers through retail discounts, refunds, rebates or other direct promotions that reduce the amount of compensation received by the Company;
- (iii) non-operating revenues such as interest income or gain from the sale of an asset;
- (iv) site acquisition, construction management or supervision fees related to or incurred in support of the installation of the Cable System;
- (v) revenues from the sale or lease of customer premise equipment and/or accessories unrelated to Video Services;
- (vi) contributions of capital by any third party to reimburse the Company in whole or in part for the installation of the Cable System; and/or
- (vii) revenues from the sale or lease of customer premise equipment and/or accessories unrelated to Video Services.

(B) with regard to Gross Revenues attributable to advertising revenues, or video home shopping services, the amount that is allocable to the Franchise Area is equal to the total amount of the service provider's revenue received from the advertising and home shopping services multiplied by the ratio of the number of the provider's Subscribers located in the Franchise Area to the total number of the provider's Subscribers. The ratio shall be based on the number of the provider's Subscribers as of January 1 of the preceding year or more current Subscriber count at the provider's discretion, except that, in the first year in which services are provided, the ratio shall be computed as of the earliest practical date.

"Person" means any natural person or any association, firm, partnership, joint venture, association, corporation, limited liability company, other legally recognized entity, whether for-profit or not-for-profit, or organization of any kind, but shall not mean the City.

"Signal" means any transmission of radio frequency energy or of optical information.

"Streets" means the surface of, and the space above and below, any public street, road, highway, alley, sidewalk, parkway, park, skyway, or other public right-of-way, and any other place, area, or real property owned by or under the control of the City for vehicular travel purposes and utility easements.

"Subscriber" means any Person lawfully receiving Video Service from a Video Service Provider or Cable Service from a Cable Service Provider with the Company's express permission within the Franchise Area.

“Video Programming” means programming provided by or generally considered comparable to programming provided by a television broadcast station, as set forth in 47 U.S.C. § 522(20).

“Video Service” means the provision of Video Programming through wireline facilities located at least in part in the public rights-of-way without regard to delivery technology, including Internet protocol technology. This definition does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. § 332(d) or Video Programming provided as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public Internet.

“Video Service Provider” or **“VSP”** means an entity providing Video Service as defined herein, but does not include a Cable Service Provider.

APPENDIX B CUSTOMER SERVICE STANDARDS

Code of Federal Regulations

Title 47, Volume 4, Parts 70 to 79

Revised as of October 1, 1998

From the U.S. Government Printing Office via GPO Access

47 C.F.R. § 76.309

Page 561–63

TITLE 47—TELECOMMUNICATION CHAPTER I—FEDERAL COMMUNICATIONS COMMISSION PART 76—CABLE TELEVISION SERVICE Subpart H—General Operating Requirements

§ 76.309 Customer service obligations.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

- (1) A City and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;
- (2) A City from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;
- (3) Any State or any City from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or
- (4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability—

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers—

(i) Notifications to subscribers—

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Installation and service maintenance policies;
- (4) Instructions on how to use the cable service;
- (5) Channel positions programming carried on the system; and,
- (6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or City on the transaction between the operator and the subscriber.

(ii) Billing—

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds—Refund checks will be issued promptly, but no later than either—

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits—Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions—

(i) Normal business hours—The term “normal business hours” means those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal business hours” must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions—The term “normal operating conditions” means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption—The term “service interruption” means the loss of picture or sound on one or more cable channels.

[58 FR 21109, Apr. 19, 1993, as amended at 61 FR 18977, Apr. 30, 1996]

* * *

Publication, Effective Date and Acceptance. This Ordinance shall be published in accordance with applicable laws. This Ordinance and Agreement shall become effective only upon receipt of a written unconditional acceptance by the Company of the terms and conditions contained herein within thirty (30) days of the passage of this Ordinance.

With its acceptance, the Company shall also deliver insurance certificates as required herein, that have not previously been delivered.

ADOPTED AND APPROVED this _____ day of _____, 2025.

CITY OF DAPHNE, ALABAMA

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, MMC, City Clerk

APPROVED AND ACCEPTED:

MEDIACOM SOUTHEAST, LLC

By: _____

Its: _____

Date: _____