



CITY OF DAPHNE
1705 MAIN STREET, DAPHNE, AL
CITY COUNCIL BUSINESS MEETING AGENDA
MONDAY, SEPTEMBER 15, 2025 at 6:00 PM

1. CALL TO ORDER

A. ROLL CALL

B. INVOCATION Pastor Wesley Jenkins, Destiny Church

C. PLEDGE OF ALLEGIANCE

2. PRESENTATIONS

A. PRESENTATION: Alpha Kappa Alpha Sorority, Inc., Alpha Gamma Zeta Omega Chapter

B. RECOGNITION: Beautification Committee

C. PROMOTION: Daphne Fire Department: Jason Lewis, Apparatus Engineer

D. PROCLAMATION: Constitution Week

3. EXECUTIVE SESSION

4. APPROVE MINUTES

A. September 2, 2025 Special Called Meeting and September 2, 2025 Regular Meeting

5. REPORTS OF STANDING COMMITTEES

A. FINANCE COMMITTEE - Phillips

B. BUILDINGS & PROPERTY COMMITTEE- Goodlin

Review the minutes from the August meeting.

Certificates of Occupancy: 11

Permits Issued: 182

New Residential Home Permits: 11

Total Fees: \$65,814.58

C. PUBLIC SAFETY COMMITTEE - Hughes

D. CODE ENFORCEMENT/ORDINANCE COMMITTEE - Olen

E. PUBLIC WORKS COMMITTEE - Conaway

6. REPORTS OF SPECIAL BOARDS & COMMISSIONS

A. BOARD OF ZONING ADJUSTMENTS - Adrienne Jones

- i. Review the minutes from the May 1st meeting and the summarization of the September 4th meeting.

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 from the regular meeting of July 24, 2025 and the report from the regular meeting of August 28, 2025.

G. RECREATION BOARD - Hughes

H. UTILITY BOARD - Coleman

- i. Review the minutes from the July 30th meeting.

7. PUBLIC PARTICIPATION

8. MAYOR'S REPORT

9. CITY ATTORNEY REPORT

10. DEPARTMENT HEAD REPORTS

11. CITY CLERK'S REPORT

- A. MOTION to set a public hearing on October 20, 2025 for the annexation of Parker Lane located due Southeast of the Intersection of Rosedown Lane and County Road 13.

12. RESOLUTIONS

- A. **2025 - 63** - Acceptance of Roads and Rights-of-Way: Lavender Lane Extension
- B. **2025 - 64** - Appropriation: Bayfront Park Expansion and Improvement Plan - \$8,066,197
- C. **2025 - 65** - 2025-R-Hardwood Composite Materials - Negotiated: Bid Award-Overseas Hardwoods Company

- D. 2025 - 66 - Appropriation: Engineering - Bridge Replacement on Bayview Drive over D'Olive Creek - \$241,800**

13. 2nd READ ORDINANCES

- A. 2025 - 17 - Ordinance Adopting the Fiscal Year 2026 Budget**

14. 1st READ ORDINANCES

15. COUNCIL COMMENTS

16. ADJOURN

CITY OF DAPHNE, ALABAMA

Proclamation

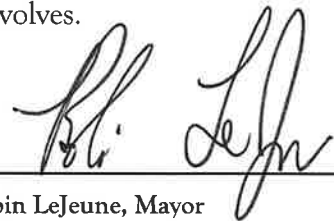
WHEREAS, it is the privilege and duty of the American people to commemorate the two hundred and thirty-third anniversary of the drafting of the Constitution of the United States of America with appropriate ceremonies and activities; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week; and

NOW,
THEREFORE; I, Robin LeJeune, as the Mayor of the City of Daphne, do hereby proclaim September 17 - 23, 2025 as

Constitution Week

in the City of Daphne and urge all citizens to study the Constitution and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.



Robin LeJeune, Mayor



Candace G. Antinarella, MMC, City Clerk



September 2, 2025
SPECIAL CALLED 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 12:00pm.

2. **ROLL CALL:**

COUNCIL MEMBERS PRESENT: Tommie Conaway, Doug Goodlin, Ron Scott and Ben Hughes

COUNCIL MEMBERS ABSENT: Steve Olen, Joel Coleman and Angie Phillips

Also Present: Candace Antinarella, City Clerk; Mayor LeJeune; Chief Tacon, Fire; Troy Strunk, City Development; Ange Baggett, Marketing/Tourism; and Jessica Linne, Assistant City Clerk.

INVOCATION/PLEDGE OF ALLEGIANCE:

Invocation was given by Councilman Goodlin.

3. **CANVASS VOTES OF MUNICIPAL ELECTION:**

City Clerk presented the provisional ballots received from the August 26, 2025 election.

**MOTION by Councilman Hughes to update the election results reflected in the provisional ballot numbers. Seconded by Councilwoman Conaway.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Goodlin to waive the reading of Resolution 2025-61. Seconded by Councilwoman Conaway.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Hughes to adopt Resolution 2025-61. Seconded by Councilman Goodlin.
MOTION CARRIED UNANIMOUSLY.**

City Clerk stated there will be a run-off for District 5 on September 23, 2025. She reminded everyone that citizens will vote at the Daphne Civic Center and the polls will be open 7am – 7pm.

4. **ADJOURN:**

THERE BEING NO FURTHER BUSINESS TO DISCUSS, COUNCIL ADJOURNED AT 12:21PM.

Respectfully submitted by,

Certification of Presiding Officer,

Candace G. Antinarella, MMC, City Clerk

Ron Scott, Council President

September 2, 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, Ben Hughes, Joel Coleman and Angie Phillips

Also Present: Candace Antinarella, City Clerk; Jay Ross, City Attorney; Mayor LeJeune; Chief Brian Gulsby, Police; Chief Tacon, Fire; Emmie Powell, Library; Troy Strunk, City Development; Andy Bobe, City Engineer; Vickie Hinman, Human Resources; Eric Butler, Building Inspector; Charlie McDavid, Recreation; Ange Baggett, Marketing/Tourism; Adrienne Jones, Planning; Amber Lue, Junior City Councilmember; Dareon Maynard, Junior City Councilmember; and Jessica Linne, Assistant City Clerk.

INVOCATION/PLEDGE OF ALLEGIANCE:

Invocation was given by Councilman Goodlin.

3. PUBLIC HEARING:

Eric Butler, Building Inspector, presented on the abatement of nuisance property located at 505 Van Avenue, Daphne, Alabama.

Public hearing opened at 6:05pm.

Greg Stallings said he and his family are working on the property and asked for extra time.

Public hearing closed at 6:009pm.

4. APPROVE THE MINUTES:

The minutes from the August 18, 2025 regular meeting were approved.

5. REPORT OF STANDING COMMITTEES:

A. FINANCE COMMITTEE

Councilwoman Phillips said the minutes from the August 18th meeting are in the packet and gave the Treasurer's Report for July 2025: unrestricted fund balance - \$32,950,625; total cash balance - \$48,958,150; sales tax for June 2025 - \$2,445,190.71; lodging tax for June 2025 - \$177,027.22; debt summary for July 2025: warrants - \$28,151,132; capital leases: general fund - \$278,808; enterprise fund - \$957,391.

She said the next meeting is September 15th at 4:30pm.

B. BUILDINGS & PROPERTY COMMITTEE

Councilman Goodlin said the next meeting is September 8th at 5:15pm.

C. PUBLIC SAFETY COMMITTEE

Councilman Hughes said the next meeting is September 8th at 4:30pm.

D. CODE ENFORCEMENT/ORDINANCE COMMITTEE

Councilman Olen said the next meeting is October 6th at 4:30pm.

**September 2, 2025
CITY COUNCIL MEETING
REGULAR BUSINESS MEETING
1705 MAIN STREET
DAPHNE, AL
6:00 P.M.**

E. PUBLIC WORKS COMMITTEE

Councilwoman Conaway said the next meeting is October 6th at 5:15pm.

**MOTION by Councilwoman Conaway to reappoint Lee Yokel to the Environmental Advisory Committee for a two-year term to expire September 2027. No second was needed.
MOTION CARRIED UNANIMOUSLY.**

6. REPORTS OF SPECIAL BOARDS & COMMISSIONS:

A. Board of Zoning Adjustments

Mrs. Jones said the next meeting is September 4th at 6:00pm and there are two applications for consideration.

B. Daphne Public School Commission

Councilwoman Conaway said the next meeting will be September 22nd at 5:30pm.

C. Downtown Redevelopment Authority

Councilwoman Conaway said the next meeting is September 18th at 5:30pm.

D. Industrial Development Board

Councilman Scott said the next meeting is September 16th at 4:30pm.

E. Library Board

Councilman Goodlin said the next meeting is September 11th at 4:30pm.

F. Planning Commission

Councilman Olen said the next meeting is September 25th at 5:00pm.

G. Recreation Board

Councilman Hughes said the next meeting is September 10th at 6:00pm.

H. Utility Board

Councilman Coleman said the next meeting is September 24th at 5:00pm.

7. PUBLIC PARTICIPATION:

Public participation opened at 6:14pm.

Victoria Phelps, Worchester Drive, congratulated those who won the recent election and spoke on the recent candidate slogans.

Selena Vaughn thanked the Beautification Committee past members and asked Council to help find new members.

Public participation closed at 6:19pm.

8. MAYOR'S REPORT:

Mayor LeJeune said he recently celebrated his 29th wedding anniversary. He thanked the Clerk's office and poll workers for their work on the recent municipal election. He reminded everyone that Brown Bag by the Bay begins September 4th.

September 2, 2025
CITY COUNCIL MEETING
REGULAR BUSINESS MEETING
1705 MAIN STREET
DAPHNE, AL
6:00 P.M.

9. **CITY ATTORNEY REPORT:**

City Attorney said there was a matter to discuss in executive session concerning a potential legal matter that would take no more than 15 minutes.

10. **DEPARTMENT HEAD COMMENTS:**

Chief Gulsby, Police, said there are two officers completing the Police Academy and the new installation and use of the metal detectors at the high school worked well at the recent football game.

Ange Baggett, Marketing, said Brown Bag by the Bay starts Thursday and the Sunday Concert Series starts September 28th.

Charlie McDavid, Recreation, gave an update on the animal shelter adoption event and said the youth football has started.

Adrienne Jones, Planning, said that the Planning Commission members voted to move public participation to the beginning of their agendas in order to hear citizens before a vote.

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

City Clerk said multiple Junior Councilmembers got to see elections firsthand. She said the votes were canvassed earlier and there is a run-off on September 23, 2025. She said anyone is invited to the voting machine testing on September 19th at the Civic Center.

**MOTION by Councilman Coleman to approve the Eastern Shore Children's Business Fair on October 25, 2025 from 10:00am – 1:00pm at Centennial Park. Seconded by Councilwoman Phillips.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilwoman Phillips to approve the SEEDS Crawfish for the Classroom on March 21, 2026 from 4:00 – 7:00pm located on the front lawn of City Hall. Seconded by Councilman Hughes.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilwoman Phillips to approve the Daphne High School Homecoming Parade on September 25, 2025 from 6:00 – 8:00pm. Seconded by Councilwoman Conaway.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilwoman Phillips to approve the Miles for Missions 5k and Fun Run on February 21, 2026 from 8:00 – 10:00am. Seconded by Councilman Coleman.
MOTION CARRIED UNANIMOUSLY.**

12. **RESOLUTIONS:**

A. **2025-62-Resolution Declaring Certain Personal Property Surplus and Authorizing the Mayor to Dispose of Such Property - 2009 Toro M P1250 Sprayer**

**MOTION by Councilman Goodlin to waive the reading of Resolution 2025-62. Seconded by Councilwoman Conaway.
MOTION CARRIED UNANIMOUSLY.**

MOTION by Councilman Hughes to adopt Resolution 2025-62. Seconded by Councilwoman Phillips.

MOTION CARRIED UNANIMOUSLY.

13. 2ND READ ORDINANCES:

14. 1ST READ ORDINANCES:

2025 – 17 – Ordinance Adopting the Fiscal Year 2026 Budget

15. COUNCIL COMMENTS

Councilwoman Phillips congratulated the incumbents from the recent election and newly elected Oliver Roberts. She thanked the Planning Commission for listening to the citizens' concerns.

Councilman Hughes congratulated all the incumbents and recently elected. He thanked Code Enforcement for their work in the City.

Councilman Goodlin congratulated all those who won in the election.

Councilman Olen congratulated the Mayor and Jennifer Green as well as the incumbents and recently elected Oliver Roberts.

Councilwoman Conaway thanked the Beautification Committee for their work around the City and the Clerks' Office for their work with the election.

Council President Scott congratulated all who won in the election and congratulated Councilman Hughes on his family's new baby.

15. EXECUTIVE SESSION

City Attorney certified that the Council should enter into an Executive Session concerning matters of a potential legal matter. He said it should take 15 minutes and the Council should not have any reason to take any action.

MOTION by Councilman Coleman to enter into Executive Session. Seconded by Councilman Goodlin.

City Clerk called roll.

Councilwoman Conaway	Aye
Councilman Olen	Aye
Councilman Coleman	Aye
Councilman Goodlin	Aye
Councilman Hughes	Aye
Councilwoman Phillips	Aye
Council President Scott	Aye
MOTION CARRIED UNANIMOUSLY.	

16. ADJOURN:

THERE BEING NO FURTHER BUSINESS TO DISCUSS, COUNCIL ADJOURNED INTO EXECUTIVE SESSION AT 6:38PM.

Respectfully submitted by,

Certification of Presiding Officer,

September 2, 2025
CITY COUNCIL MEETING
REGULAR BUSINESS MEETING
1705 MAIN STREET
DAPHNE, AL
6:00 P.M.

Candace G. Antinarella, MMC, City Clerk

Ron Scott, Council President

BUILDINGS & PROPERTY COMMITTEE MEETING

**August 11, 2025 5:15 p.m.
City Hall, Jubilee Conference Room
1705 Main Street, Daphne, AL 36526**

MEETING MINUTES

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

ALSO PRESENT: Patrick Dungan, City Attorney; Troy Strunk, City Development; Mayor LeJeune; Eric Butler, Building Inspection; Andy Bobe, City Engineer; Kelli Reid, Finance; Emmie Powell, Library; Candace Antinarella, City Clerk; Charlie McDavid, Recreation; Jennifer Rulon, Senior Center; Bobby Purvis, Public Works; Jennifer Rulon, Senior Center; Isabella New, Junior Councilmember; and Emma Coleman, Junior Councilmember.

1) CALL MEETING TO ORDER / ROLL CALL

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

2) MINUTES

Councilman Goodlin reviewed the minutes from the July 14, 2025 meeting.

3) PUBLIC PARTICIPATION

4) BUILDING INSPECTION REPORT

Eric Butler gave the Building Inspection Report.

5) CIVIC CENTER & BAYFRONT PAVILION REPORT

Mayor LeJeune gave the Civic Center and Museum Report.

6) RECREATION REPORT

Charlie McDavid gave a Recreation report. Jennifer Rulon gave an update on the Senior Center.

7) LIBRARY REPORT

Emmie Powell gave the Library Report. She said there are three Library Board members rolling off and asked to have appointments on the second October Council meeting.

8) FACILITIES REPORT

Bobby Purvis gave the Facilities Report.

9) OLD BUSINESS

10) NEW BUSINESS

Eric Butler presented on the Abatement of Property at 905 Daphne Avenue.

**MOTION by Councilman Scott to recommend to Council to authorize the City Clerk to send an initial 20-day letter for Abatement of a Property located at 905 Daphne Avenue, Daphne, Alabama. Seconded by Councilwoman Conaway.
MOTION CARRIED UNANIMOUSLY.**

Eric Butler presented on the Abatement of Property located at 7475 Dale Road.

**MOTION by Councilman Hughes to recommend to Council to authorize the City Clerk to send an initial 20-day letter for Abatement of a Property located at 7475 Dale Road, Daphne, Alabama. Seconded by Councilwoman Phillips.
MOTION CARRIED UNANIMOUSLY.**

Mrs. Reid presented on the ATRP2-02-2002-171 Invoice. She said there was a deadline of August 31st.

**MOTION by Councilman Hughes to recommend to Council to appropriate \$730,709 to fund the ATRP2-02-2002-171 invoice. Seconded by Councilman Scott.
MOTION CARRIED UNANIMOUSLY.**

11) ANY OTHER BUILDINGS AND PROPERTY BUSINESS

12) NEXT MEETING

The next meeting is scheduled for Monday, September 8, 2025 at 5:15 p.m.

13) ADJOURN

There being no further business to discuss, the Committee adjourned at 5:43pm.

City of Daphne Building Department

2021 / 2022 / 2023 / 2024 / 2025 Comparison Report

	Fees Collected					Permits Issued					CO's Issued				
	2021	2022	2023	2024	2025	2021	2022	2023	2024	2025	2021	2022	2023	2024	2025
Oct	\$94,131.53	\$84,303.63	\$47,086.96	\$83,607.35	\$143,569.06	357	308	192	223	213	31	40	28	32	17
Nov	\$109,387.14	\$91,672.49	\$50,279.03	\$27,758.62	\$58,210.00	378	351	286	166	142	30	30	36	23	12
Dec	\$101,471.36	\$128,605.99	\$57,070.59	\$40,344.17	\$50,271.68	383	296	216	181	150	43	53	36	33	25
Jan	\$132,049.79	\$259,810.62	\$33,804.54	\$163,953.56	\$80,404.50	372	350	152	295	173	24	36	33	25	20
Feb	\$97,396.64	\$129,315.56	\$44,081.76	\$84,412.27	\$37,199.09	350	292	169	229	163	32	32	31	23	20
Mar	\$95,472.42	\$116,358.20	\$30,603.28	\$57,825.99	\$320,154.95	391	431	181	240	165	52	84	44	24	16
Apr	\$80,088.89	\$60,816.35	\$76,873.19	\$171,191.80	\$89,713.72	373	324	212	348	202	40	42	27	15	19
May	\$101,848.37	\$65,454.25	\$147,875.62	\$207,947.06	\$155,349.01	380	306	288	368	211	42	48	20	30	17
June	\$100,508.32	\$147,395.66	\$234,524.02	\$58,420.91	\$ 143,387.48	394	355	308	232	230	50	34	25	43	21
July	\$78,547.74	\$87,733.72	\$100,809.42	\$69,318.38	\$78,117.48	408	305	267	273	185	29	23	13	33	15
Aug	\$59,376.50	\$61,504.63	\$60,342.37	\$181,357.78	\$65,814.58	309	299	192	239	182	30	19	4	29	11
Sept	\$93,879.09	\$140,065.18	\$108,322.22	\$189,261.78		442	328	277	344		48	40	34	20	
Total	\$1,144,157.79	\$1,373,036.28	\$991,673.00	\$1,335,399.67	\$1,222,191.55	4537	3945	2740	3138	2,016	451	481	331	330	193
Percent	NA	20.00%	-27.78%	34.66%		NA	-13.05%	-30.54%	14.53%	%	NA	6.65%	-31.19%	-0.30%	

August FY2025 Building Inspections-

182 Permits issued, 11 New Residential Homes permitted and 11 Certificate Of Occupancies issued

Infirmiry Health, Discount Tire, Daphne Justice Center, and Daphne Courtroom addition are all in progress.



COMMUNITY DEVELOPMENT

CITY OF DAPHNE
BOARD OF ZONING ADJUSTMENT AGENDA SUMMARIZATION
SEPTEMBER 4, 2025 - 6:00 P.M.
COUNCIL CHAMBERS, CITY HALL

1. CALL TO ORDER - 6:00 p.m.
2. CALL OF ROLL - Present C. Courson, A. Harper, T. Quinnelly, C. Covert
3. APPROVAL OF MINUTES - Approved

May 1, 2025

4. OLD BUSINESS - None
5. NEW BUSINESS

Appeal #2025-03 DR Horton/Shore Light Baptist Church

Approved contingent upon site plan review and approval by the Planning Commission

A request for a Special Exception to the Daphne Land Use and Development Ordinance has been filed with the City of Daphne Board of Zoning Adjustment. The request, if granted, would allow the operation of a church at 25366 Profit Drive, Lot 12A, the re-subdivision of Lots 12 & 13 in Daphne Business Park, Unit 2. The property is zoned C/I, Commercial/Industrial.

Appeal #2025-04 Pinnacle Properties LLC/Ryan & Sydney Loper

Approved contingent upon site plan review and approval that meets the provisions of the City of Daphne's Land Use and Development Ordinance

A request for a Special Exception to the Daphne Land Use and Development Ordinance has been filed with the City of Daphne Board of Zoning Adjustment. The request, if granted, would allow the operation of the Cultivate Studios Corporation at 1001 Randall Avenue, as a private school. The property is zoned B-2, General Business.

Election of Officers - A. Harper, Chair, D. Wolstenholme, Vice-Chair

6. ADJOURNMENT - 6:58 p.m.

CITY OF DAPHNE
BOARD OF ZONING ADJUSTMENT MINUTES
REGULAR MEETING OF MAY 1, 2025 - 6:00 P.M.
COUNCIL CHAMBERS, CITY HALL

Chair called to order the regular meeting of the Board of Zoning Adjustment at 6:00 p.m. Roll was called and the number of members present constituted a quorum.

Members Present:

Clay Covert
Audra Harper
Derek Wolstenholme, Vice Chair
Carolyn Courson, Chair
Tasha Quinnelly

Staff Present:

Adrienne D. Jones, Director of Community Development
Brittany Epling, Planner
Pat Johnson, Recording Secretary
Shawn Alves, BZA Attorney

Chair asked for input regarding the August 1, 2024 minutes as presented by staff. There being none, minutes stand approved as submitted.

Chair called for the next order of business: a request for a Variance as presented on the meeting agenda.

A presentation by the Planner was given regarding Appeal #2025-01, Clifford Oxford seeking approval of a Variance to allow Lot 172, in Unit 27 of Lake Forest Subdivision access to an unimproved right-of-way, in lieu of an improved right-of-way as provided in Articles 9-13 and 11-8 of the Land Use and Development Ordinance. She cited the applicant was proposing to develop a single-family dwelling in an older undeveloped part of the subdivision, but according to our Ordinance all principal uses must front on a public street with a minimum 50-foot right-of-way consistent with traffic flow required for emergency response vehicles. Lake Forest Subdivision was recorded in 1973 prior to annexation, but the streets were never improved or dedicated and remains as such today. She noted it is the responsibility of each property owner to do their due diligence when purchasing property to ensure that it has legal and compliant access and in this case there is and was a lack of a public street at the time of purchase, therefore, staff does not recommend approval because there is no topography hardship to the land and it is in conflict with the intent of the Ordinance and would set an undesirable precedent for future development in incomplete subdivisions.

Chair called for questions from the Board.

The Board questioned what needed to be done for this lot to compliant.

CITY OF DAPHNE
BOARD OF ZONING ADJUSTMENT MINUTES
REGULAR MEETING OF MAY 1, 2025 - 6:00 P.M.
COUNCIL CHAMBERS, CITY HALL

Mrs. Epling explained that the right-of-way had to be paved and drainage improvements made to meet the Improvement Standards for Streets of the Land Use and Development Ordinance.

The Chair opened the floor for the public hearing and called for those in support of the appeal.

Clifford Oxford, spoke seeking approval of the Variance to access his undeveloped purchased property without an improved paved public right-of-way. He cited that his property had been purchased in good faith with the taxes being paid for over 20 years, however he himself had recently bought the entire interest of the property from his cousins in January 2021 and he needs the Variance to access his lot from the 30-foot access deeded to him by Lake Forest, thru Lot 80, who owns it from the unimproved Elossa Lane. There is a hardship on me because I have been paying the HOA dues and taxes for four years and now I am not being permitted to build on my lot when every other person in the City is allowed to access their lots across a public right-of-way.

Chair called for questions from the Board.

The Board presented questions regarding: whether owner was going to sell any more lots and fix this problem by making improvements necessary to develop the remainder of this unit; and whether the City had any responsibility in making improvements.

Mr. Oxford stated he did not know if there were any plan for any other lots to be sold, but he did not think so and he could not do it and he did not see all of these problems after paying taxes for 20 years.

Chair called for those in opposition.

Councilman Steve Olen commented that budgetary wise the City is not in any position to make improvements of such a large area for a privately-owned development with all of the drainage issues that have recently surfaced in Daphne. He also noted that a financial hardship cannot be considered either because individuals are deemed to do their due diligence and know what they are buying.

The Chair closed the floor to the public hearing and called for discussion by the Board.

The Board discussed comments regarding: location and difficulty of accessing the lot.

The Chair hearing no further comments from the Board, called for an affirmatively stated motion.

CITY OF DAPHNE
BOARD OF ZONING ADJUSTMENT MINUTES
REGULAR MEETING OF MAY 1, 2025 - 6:00 P.M.
COUNCIL CHAMBERS, CITY HALL

Mrs. Jones made a point of clarification for making a motion. She stated you are allowed to make a motion to deny as she had learned recently this in a Planning Association training course.

A Motion was made by Mr. Wolstenholme and Seconded by Mrs. Quinnelly to approve Appeal #2025-01, Clifford A. Oxford, request for a Variance to allow Lake Forest Subdivision, Unit 27, Lot 172 access to an unimproved right-of-way in lieu of an improved right-of-way as provided in Articles 9-13 and 11-8 of the Land use and Development Ordinance.

Upon roll call vote, the Motion failed.

Mr. Covert	Nay
Mrs. Quinnelly	Nay
Mrs. Harper	Nay
Mr. Wolstenholme	Nay
Mrs. Courson	Nay

The Chair stated the motion failed, the appeal is not granted. You may go by the office of Community Development around 9:00 a.m. in the morning to pick up the paperwork. You have fifteen days from today to let Community Development know in writing of your plans to appeal with the Circuit Court of Baldwin County. Chair called for the next order of business Appeal #2025-02, DR Horton/Shore Light Baptist Church, a request for a Special Exception to allow the operation a church at 25366 Profit Drive zoned C/I, Commercial/Industrial.

Mrs. Jones stated Appeal #2025-02 was withdrawn at 6:03 p.m. by Andrew Tewell via text message

There being no other business Chair called for a Motion to Adjourn.

A Motion was made by Mrs. Harper and Seconded by Mrs. Quinnelly to adjourn. There was no discussion of the motion.

The Motion carried unanimously.

The meeting adjourned at 6:28 p.m.

CITY OF DAPHNE
BOARD OF ZONING ADJUSTMENT MINUTES
REGULAR MEETING OF MAY 1, 2025 - 6:00 P.M.
COUNCIL CHAMBERS, CITY HALL

Respectfully submitted by:

Pat Johnson

Pat Johnson, Recording Secretary

APPROVED: September 4, 2025

Carolyn Courson
Carolyn Courson, Chair

**COMMUNITY DEVELOPMENT
INTERNAL MEMORANDUM**



DATE: September 3, 2025
TO: Office of the City Clerk
FROM: Adrienne Jones, AICP, Director of Community Development 
SUBJECT: Planning Commission Minutes and Report

Attached please find a copy of the approved minutes for the City of Daphne Planning Commission regular meeting of the July 24, 2025 and the report of the regular meeting of August 28, 2025 for placement on the September 15, 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 July 24, 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 5:04 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
Richard Johnson
Steve Olen
Nathan Jones

Staff Present:

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

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

The Chairman stated that the Oak Grove Estates Master Plan Amendment and Schiefflin Estates Right-of-Way Width Waiver have been tabled at the applicants' requests until the regular meeting of August 28, 2025; RG Properties Sidewalk Exemption Request has been withdrawn.

New Business:

The Chairman called for the next order of business: ALDI Grocery Store Site Plan Review.

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

The Chairman asked for staff comments. Staff advised that comments have been addressed.

Mr. Bobe stated that the stormwater detention provided exceeds the city's requirements.

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

The City of Daphne
Planning Commission Minutes
Regular Meeting of June 26, 2025
Council Chamber, City Hall - 5:00 P.M.

A motion was made by Mr. Spriggs and seconded by Mr. Jones to approve the site plan for ALDI Grocery Store. There was no discussion on the motion. The motion carried unanimously.

The Chairman called for the next order of business: Patch Place, Phase 2 Final Plat Review.

An introductory presentation was given by the agent, Price Hightower. He provided a summary of the final subdivision plat for Patch Place, Phase 2 as presented on the meeting agenda and noted that all inspections have been completed.

The Chairman asked for staff comments. Staff advised that comments have been addressed.

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

A motion was made by Mr. Spriggs and seconded by Mr. Peterson to approve the final subdivision plat for Place, Phase 2. There was no discussion. The motion carried unanimously.

The Chairman called for the next order of business: APEX Office Building.

An introductory presentation was given by the agent, Chris Lieb. He provided a summary of the site plan as presented on the meeting agenda and stated the owner proposes to construct a new two-story office building across the street from the current one.

The Chairman asked for staff comments. Staff advised that comments have been addressed.

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

A motion was made by Mr. Spriggs and seconded by Mr. Jones to approve the site plan for APEX Office Building. There was no discussion on the motion. The motion carried unanimously.

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

Candice Smith, representative for TimberCreek POA, read an email regarding the condition of the existing stormwater drainage in TimberCreek Subdivision. Mr. Collins, attorney for the TimberCreek POA, also spoke and asked for the Commission to rescind the motion and table the application for ALDI Grocery Store.

After no one else requested to speak, the Chairman closed the floor to public participation.

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

Mr. Dungan stated no report.

**The City of Daphne
Planning Commission Minutes
Regular Meeting of June 26, 2025
Council Chamber, City Hall - 5:00 P.M.**

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

None presented.

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

Director presented the upcoming meeting dates. Site Preview is August 20th and the Regular Meeting is August 28, 2025.

There being no further business, the meeting was adjourned at 5:17 p.m.

Respectfully submitted by:


Jan Vallecillo, Planning Coordinator

Approved: August 28, 2025


Andrew Prescott, Chairman

**CITY OF DAPHNE
PLANNING COMMISSION AGENDA
REGULAR MEETING OF AUGUST 28, 2025
COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.**

Report

1. **CALL TO ORDER:** 5:08 p.m.
2. **CALL OF ROLL:** Andrew Prescott, Nathan Jones, Steve Olen, Oliver Roberts, Kevin Spriggs, Richard Johnson, Lucy Watkins and John Peterson
3. **APPROVAL OF MINUTES:** Review of minutes of the regular meeting of July 24, 2025. (**Approved**)
4. **PUBLIC PARTICIPATION:** None presented.
5. **OLD BUSINESS:**
 - A. **OAK GROVE ESTATES MASTER PLAN AMENDMENT:**
 1. File MPA25-01: (**Tabled by the applicant until the regular meeting of September 25, 2025**)

Presentation to be given by Jason Wooten, Wooten Engineering, requesting an amendment to the master plan of Oak Grove Estates.
 - B. **SCHIEFFLIN ESTATES – RECONSIDERATION OF THE WAIVER TO THE RIGHT-OF WAY WIDTH REQUEST:**
 1. File AP25-03 - Street: (**Approved**)

Presentation to be given by Haymes Snedeker, developer, requesting a waiver from the provisions of Section 11-6 of the Land Use and Development Ordinance pertaining to Minimum Street Requirements, which requires roads classified as an alley to provide a minimum asphalt width of twenty-feet.
6. **NEW BUSINESS:**
 - A. **PTAC COMPANIES OFFICE BUILDING SITE PLAN REVIEW:**
 1. File AP25-03 (B) - Planning Commission approval of a restaurant in a B-1(a) zone. (**Approved**)
 2. File SP25-09: (**Tabled until the regular meeting of September 25, 2025**)

Site: PTAC Companies Office Building

Zoning(s): *B-1(a), Limited Local Business*

Area: 1.21 Acres ±
Location: Southeast corner of Main Street and Van Avenue
Owner: PTAC Ventures, Inc. - Jordan Watkins
Engineer: Lieb Engineering - Chris Lieb
 - B. **ADMINISTRATIVE PRESENTATIONS:**

ANNEXATION AND STREET ACCEPTANCE OF PARKER LANE:
 1. File ANX25-02/AP25-09: (**Favorable recommendation to City Council**)

Request for annexation and petition for street acceptance for Parker Lane, an existing right of way, located due southeast of the intersection of Rosedown Lane and County Road 13, to be presented by Community Development.

**CITY OF DAPHNE
PLANNING COMMISSION AGENDA
REGULAR MEETING OF AUGUST 28, 2025
COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.**

Report

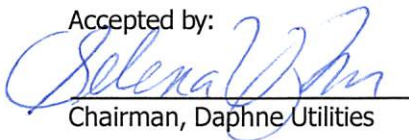
2. STREET ACCEPTANCE OF LAVENDER LANE:

File AP25-10: **(Favorable recommendation to City Council)**

Request for street acceptance of the new section of Lavender Lane, a right of way, located north of the Daphne Justice Center, south of the intersection of Daphne Avenue and U.S. Highway 98 to be presented by Community Development.

7. **ATTORNEY'S REPORT:** No report.
8. **COMMISSIONER'S COMMENTS:** None presented.
9. **DIRECTOR'S COMMENTS:** Director presented the upcoming meeting dates. Site Preview is September 17th and the Regular Meeting is September 25, 2025.
10. **ADJOURNMENT:** 6:31 p.m.

Accepted by:


Chairman, Daphne Utilities



APPROVED MINUTES

Utilities Board Meeting

Council Chambers, Daphne City Hall ♦ July 30, 2025 ♦ 5:00 p.m.

I. Call to Order

The regular July 2025 Board meeting for the Utilities Board of the City of Daphne was held on July 30, 2025, in the Council Chambers at Daphne City Hall and called to order at 5:00 pm by Chairwoman Selena Vaughn, followed by the Roll Call:

II. Roll Call

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

Members Absent: Mayor Robin LeJeune, Board Member

Others Present: Jerry Speegle – Board Attorney
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 June 25, 2025

The Chairwoman requested any additions, corrections, or deletions for the submitted minutes of the regular Daphne Utilities Board meeting of June 25, 2025.

With no additions, deletions or corrections, the Chairwoman declared that the submitted minutes of the regular Daphne Utilities Board meeting of June 25, 2025, would stand approved.

V. OLD BUSINESS –

A. None

VI. NEW BUSINESS –

A. None

VII. BOARD ATTORNEY'S REPORT

Mr. Jerry Speegle had nothing to add to his submitted report but noted that he had been given some deposition dates for Mr. Tonsmeire and will see if he appears for one of them.

VIII. FINANCIAL REPORT

Finance Manager Lexus Carlee reviewed for the Board: the increase in total assets while revenue and expenses for the year are just slightly under budget; total net income for the year is over budgeted projections. She highlighted a few larger project expenses, then offered to answer any questions.

GENERAL MANAGER'S REPORT

A. GM Report

CEO/GM Scott Polk updated for the Board regarding: the CR64/Pollard Road intersection project getting close to completion with one concern that the contractor is responsible for the interconnect between Daphne Utilities and Belforest while it is buried under pavement, but it is a source of concern before the City of Daphne clears the project; distribution of the Krebs 33% Engineered Solution book for the water reclamation facility improvements, with representatives in attendance to answer questions and to determine if a review meeting is preferable separately or with the budget work session and will include, with board's approval, the second portion of that which is in the capital improvement plan to take this project to a full solution provided everything is approved in the initial engineered solution in accordance with what the Board is expecting; the project on Maxwell Avenue is moving forward; the rehab of the Loma Alta water tower is complete with finishing work on the site to be forthcoming.

He continued the update with Items of Note advising: the Leadership Academy will continue with a new group of employees and instructors; the wrap-up with the summer interns after a successful training period concluding with a luncheon coinciding with Mr. Martin Dale's retirement; a forthcoming budget work session to finalize and submit at the August board meeting and the possibility of raising the natural gas minimum service charge slightly due to our minimums being priced well below the average for the local area. He concluded that representatives from Krebs are in attendance to answer any questions.

Chief Communications Officer Samantha Coppels had nothing to add to her report but answered questions regarding the intern and retirement luncheon along with the "Discover our Utility" campaign.

B. Operations Report

Chief Operations Officer Alex Godfrey advised the Board of preliminary meeting with engineers that occurred regarding the I-10 Bayway project and do not foresee any major conflicts with any of our existing infrastructure and anticipating very little, if any, relocation of our facilities associated with this project. Additionally, he highlighted the receipt of the I&I report from the Duke study that was performed from February thru April in several parts of our

system to emphasize trouble spots within the Daphne Utilities' system but also any areas we previously recently rehabbed, cleaned or lined. He noted that the report covered the period of the two heavy rain events, and the contractors expressed their surprise at these heavy rain events during the study and most especially how our system handled the 2 excessive rain periods. He commended the wastewater collection department and their diligent efforts.

C. Engineering & Consulting Reports

Volkert's Melinda Immel gave an update to her submitted report regarding the GOMESA Bypass Pumps project and the postponement of the bids for the project.

IX. BOARD ACTION – previously addressed.

X. PUBLIC PARTICIPATION – At 5:18 pm, Chairwoman Vaughn opened and closed public participation noting that there was no involvement.

XI. BOARD COMMENTS –

Councilman Joel Coleman had no comment.

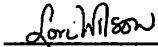
Mr. Billy Mayhand had no comment.

Mr. Tim Patton had no comment.

XII. ADJOURNMENT

With no additional comments, the Chairwoman Vaughn called for a motion to adjourn the meeting. Mr. Billy Mayhand made the Motion to Adjourn. The meeting adjourned at 5:19pm.

Preceding minutes submitted to the Daphne Utilities Board by:



Lori Wilson, Executive Assistant, Daphne Utilities

**COMMUNITY DEVELOPMENT
INTERNAL MEMORANDUM**



DATE: September 3, 2025
TO: Office of the City Clerk
FROM: Adrienne Jones, AICP, Director of Community Development 
CC: Andy Bobe, City Engineer, Bobby Purvis, Public Works Director, and William Eringman,
Deputy Director Public Works
SUBJECT: Parker Lane, Annexation and Acceptance of Roads and Rights-of-Ways

LOCATION: Due southeast of the intersection of Rosedown Lane and County Road 13

RECOMMENDATION: At the August 28, 2025 regular meeting of the City of Daphne Planning Commission, eight members were present. The motion carried unanimously for a favorable recommendation for annexation and acceptance of the right-of-way of Parker Lane.

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

Thank you,
ADJ/jv

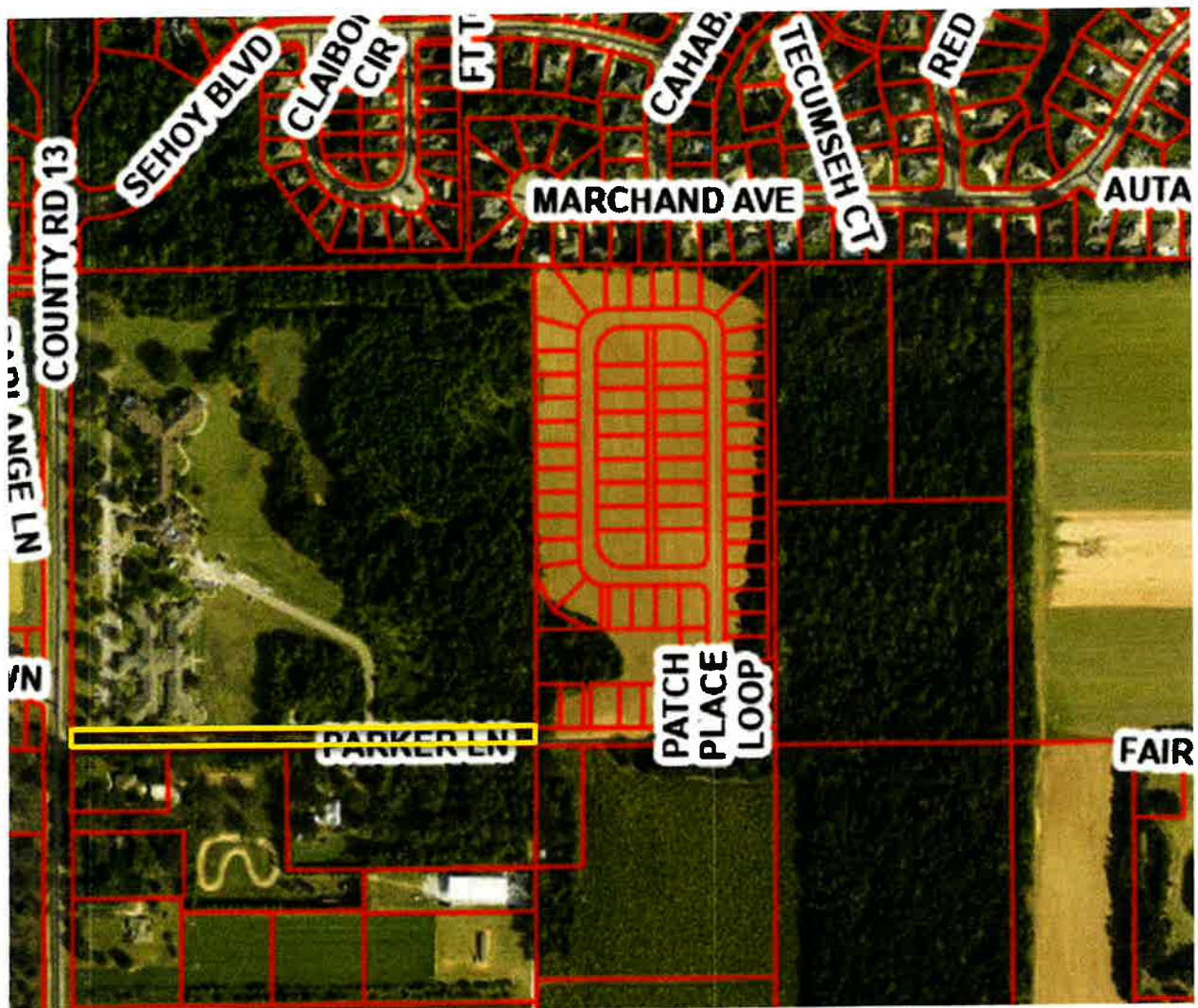
Attachment(s)

cc: file

PARKER LANE ANNEXATION + STREET ACCEPTANCE

Baldwin County Commission passed Resolution# 2024-132, a resolution to transfer Parker Lane to the City of Daphne, in July of 2024. Infrastructure improvements associated with Patch Place Subdivision are complete, have been inspected and found acceptable to the county staff as provided in the May 8, 2025 letter from Baldwin County Planning & Zoning Department (attached).

The City Engineer has submitted a recommendation letter to accept the subject property for maintenance. The Planning Commission set forth a favorable recommendation to the City Council to annex the road.



**CITY ENGINEER
INTERNAL MEMORANDUM**



DATE: July 29, 2025
TO: Public Works Committee
FROM: Andy Bobe, P.E. City Engineer
SUBJECT: Parker Lane ROW Acceptance from Baldwin County

Parker Lane is located off of CR 13 just south of The Brenntity. The roadway was recently improved with the Patch Place Development, causing the roadway to be resurfaced, adding drainage infrastructure, re-striping, and roadway lighting.

With the development at the end of Parker Lane being in the City Limits, it will be beneficial for the City to accept this ROW to allow us to have contiguous street maintenance to this new development.





BALDWIN COUNTY
PLANNING & ZONING DEPARTMENT
22251 PALMER STREET
ROBERTSDALE, AL 36567
TELEPHONE: (251) 580-1655

FRANK LUNDY, P.E.
COUNTY ENGINEER

May 8, 2025

Subject – Notice of Permit Completion

To the owners at CTP24-000019 – Patch Place Phase 1 - Off-Site Parker Ln. Improvements

The Industrial/Commercial/Residential Multiunit Right-of-Way Access and Drainage Impact permit for the site at 05-43-02-10-0-000-010.000 has been inspected for compliance with the permit requirements on 05/6/2025 and has been constructed to completion.

If any additional improvements are needed in the right-of-way, please contact the Permit Engineer Section.

If you have any questions, please feel free to call me at (251) 580-1655.

Sincerely,

Michael Sharp
Project Coordinator

cc. Josh Newman, PE
Baldwin County Permit Engineer



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov

CLERK: JAMES E. BIAL
DISTRICT 1: MATTHEW J. MURPHY
DISTRICT 2: BILLIE JO UNDERWOOD
DISTRICT 3: CHARLES E. GRIFFIN

July 2, 2024

The Honorable Robin Lejeune, Mayor
City of Daphne
ATTN: Candace G. Antinarella, City Clerk
P.O. Box 400
Daphne, Alabama 36526

RE: Resolution #2024-132 - Transfer of Parker Lane to City of Daphne

Dear Mayor LeJeune:

The Baldwin County Commission, during its regularly scheduled meeting held on July 2, 2024, adopted *Resolution #2024-132* authorizing the transfer of ownership, maintenance, and responsibility for Parker Lane to City of Daphne.

Enclosed is a copy of the *Resolution* for your files.

If you have any questions or need further assistance, please do not hesitate to contact me or Mark Acreman, Assistant County Engineer, at (251) 937-0264.

Sincerely,

BILLIE JO UNDERWOOD, Chairman
Baldwin County Commission

BJU/kmr Item CO6

cc: Frank Lundy
Mark Acreman
Seth Peterson
Audra Mize
Lisa Sangster

ENCLOSURE(S)

RESOLUTION NO. 2024-132

**RESOLUTION OF THE COUNTY COMMISSION
OF BALDWIN COUNTY, ALABAMA,
AUTHORIZING AND CONSENTING TO THE TRANSFER OF
OWNERSHIP, MAINTENANCE, AND RESPONSIBILITY
FOR PARKER LANE FROM BALDWIN COUNTY
TO THE CITY OF DAPHNE**

WHEREAS, Parker Lane from the east of right-of-way line of County Road 13, thence running in an easterly direction for approximately 1,280 feet until its termination is a right-of-way inside or abutting the corporate limits of the City of Daphne; and

WHEREAS, an accurate description of Parker Lane, together with a map thereof showing its relationship to the corporate limits of the City of Daphne, is attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, some portions of Parker Lane that are not already the responsibility of the City of Daphne have been a County-maintained street for a period of at least one (1) year prior to the effective date of this instrument; and

WHEREAS, Baldwin County has found and determined that allowing the City of Daphne to take over sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility for Parker Lane is in the best interest of Baldwin County; and

WHEREAS, the portion of Parker Lane subject to this agreement is bounded on both sides by the corporate limits of the City of Daphne as a result of annexation of territory after July 7, 1995, or located within the City of Daphne but responsibility is vested in the County; and

WHEREAS, in order to clarify and simplify the City of Daphne's assumption of responsibility for Parker Lane in accordance with *Code of Alabama*, §11-49-80(b), (c), and (d), the Baldwin County Commission is submitting its consent and petition to the City of Daphne to annex Parker Lane and to assume the responsibility thereof; and

WHEREAS, Baldwin County has the legal authority to carry out the intent of this resolution pursuant to *Code of Alabama*, §11-49-80 and other state laws and constitutional amendments; and

WHEREAS, the City of Daphne desires to take over sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility for Parker Lane in order to facilitate the orderly development and maintenance of this area in its corporate limits.

NOW, THEREFORE, BE IT RESOLVED by the Baldwin County Commission as follows:

Section 1. That the Baldwin County Commission hereby consents to and petitions for the annexation of Parker Lane by the City of Daphne pursuant to *Code of Alabama*, §11-49-80(b), (c), and (d) and 11-42-20 to 24.

Section 2. That the Chairman of the Baldwin County Commission and other appropriate County officials are hereby authorized to execute and deliver such documents or agreements to the City of Daphne as are necessary or requested to carry out the intent of this Resolution.

Section 3. To the extent that portions of Parker Lane, if any, are already located within the corporate limits of the City of Daphne but responsibility is vested in the County, the Baldwin County Commission hereby consents to the assumption of responsibility of said portion or portions of Parker Lane by the City of Daphne, pursuant to *Code of Alabama*, §11-49-80(b), in addition to its annexation or re-annexation as described herein. In accordance with *Code of Alabama*, §11-49-81, the City of Daphne's assumption of responsibility for Parker Lane is in exchange for the payment of One Hundred Dollars (\$100.00) from the County. The Baldwin County Commission and the City of Daphne agree that said consideration is a reasonable charge for being relieved of the burden of the control, management, supervision, repair, maintenance and improvement of the road described herein.

Section 4. If any part, section or subdivision of this Resolution shall be held to be illegal, invalid or unenforceable for any reason, such holding shall not be held or construed to invalidate or impair the remaining provisions of this Resolution, which shall continue in full force and effect notwithstanding such holding.

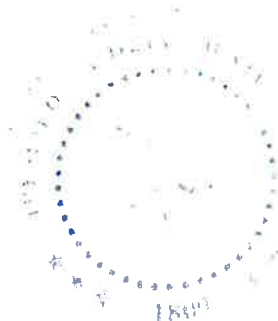
ADOPTED and **APPROVED** by the County Commission of Baldwin County, Alabama, on the 2nd day of July, 2024.

BALDWIN COUNTY COMMISSION

By: Billie J. Underwood
BILLIE J. UNDERWOOD
Its: Chairman

ATTEST:

Roger H. Rendleman
ROGER H. RENDLEMAN
County Administrator



THIS INSTRUMENT PREPARED BY:
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA)
COUNTY OF BALDWIN) PARKER LANE
 FROM COUNTY ROAD 13
 THENCE EASTERLY
 APPROXIMATELY 1,280 FEET

mhc

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that **Baldwin County, Alabama**, by and through the Baldwin County Commission, a political subdivision of the State of Alabama, hereinafter referred to as the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration this day paid to Grantor by the **City of Daphne**, Alabama, an Alabama municipal corporation, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, has and by these presents does hereby REMISE , RELEASE, QUITCLAIM AND CONVEY unto the Grantee, all of Grantor's right, title, interest and claim in and to the following described real property, subject to the covenants contained herein and the rights of any utilities which may be on, over, or under said real estate, situated in Baldwin County, Alabama, to wit:

A part of the West half of the Southwest Quarter of Section 10, Township 5 South, Range 2 East, Baldwin County, Alabama and being more fully described as follows:

It is the intent to convey unto the City of Daphne, Alabama, any and all right and title to that portion of right-of-way owned and maintained by Baldwin County along Parker Lane, beginning at the east right-of-way line of County Road 13, thence running in an easterly direction for approximately 1,280 feet to the end of right-of-way being conveyed. Including all improvements within the right-of-way such as, but not limited to the road, drainage structures, signs, trails, sidewalks, etc. Said right-of-way being Quitclaimed is part of property conveyed in Instrument 705072. It is also the intent to convey any and all prescriptive right-of-way that Baldwin County, Alabama may own.

GRANTOR'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

GRANTEE'S ADDRESS:

CITY OF DAPHNE
P.O. BOX 400
DAPHNE, ALABAMA 36526

SEE ATTACHED "EXHIBIT A"

Subject to any reservations, restrictions, exceptions, and encumbrances of record.

TO HAVE AND TO HOLD unto the said Grantee, or its successors and assigns for FOREVER.

IN WITNESS WHEREOF, the Grantor has hereunto caused this instrument to be executed by its duly authorized representative on this the ____ day of _____, 2025.

GRANTOR

BALDWIN COUNTY, ALABAMA,
by and through the Baldwin County Commission,
a political subdivision of the State of Alabama

By: _____
Matthew P. McKenzie
Chairman of Baldwin County Commission

Attest

By: _____
Roger H. Rendleman
County Administrator

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that Matthew P. McKenzie, whose name as Chairman of the County Commission of BALDWIN COUNTY, ALABAMA, a political subdivision of the State of Alabama, and Roger H. Rendleman, whose name as County Administrator, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said political subdivision.

Given under my hand and seal this _____ day of _____, 2025.

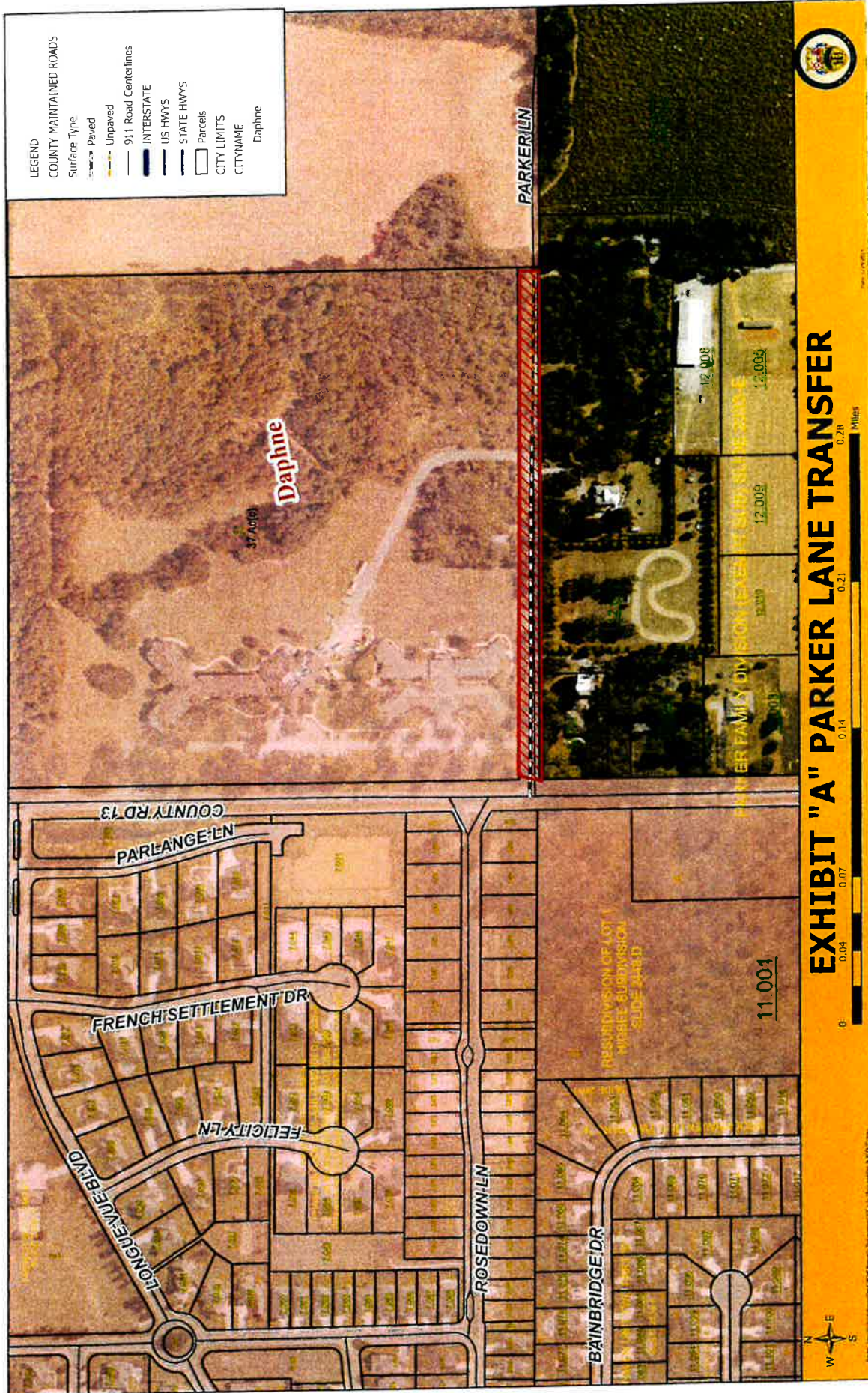
Notary Public, Baldwin County, Alabama
My Commission Expires: _____

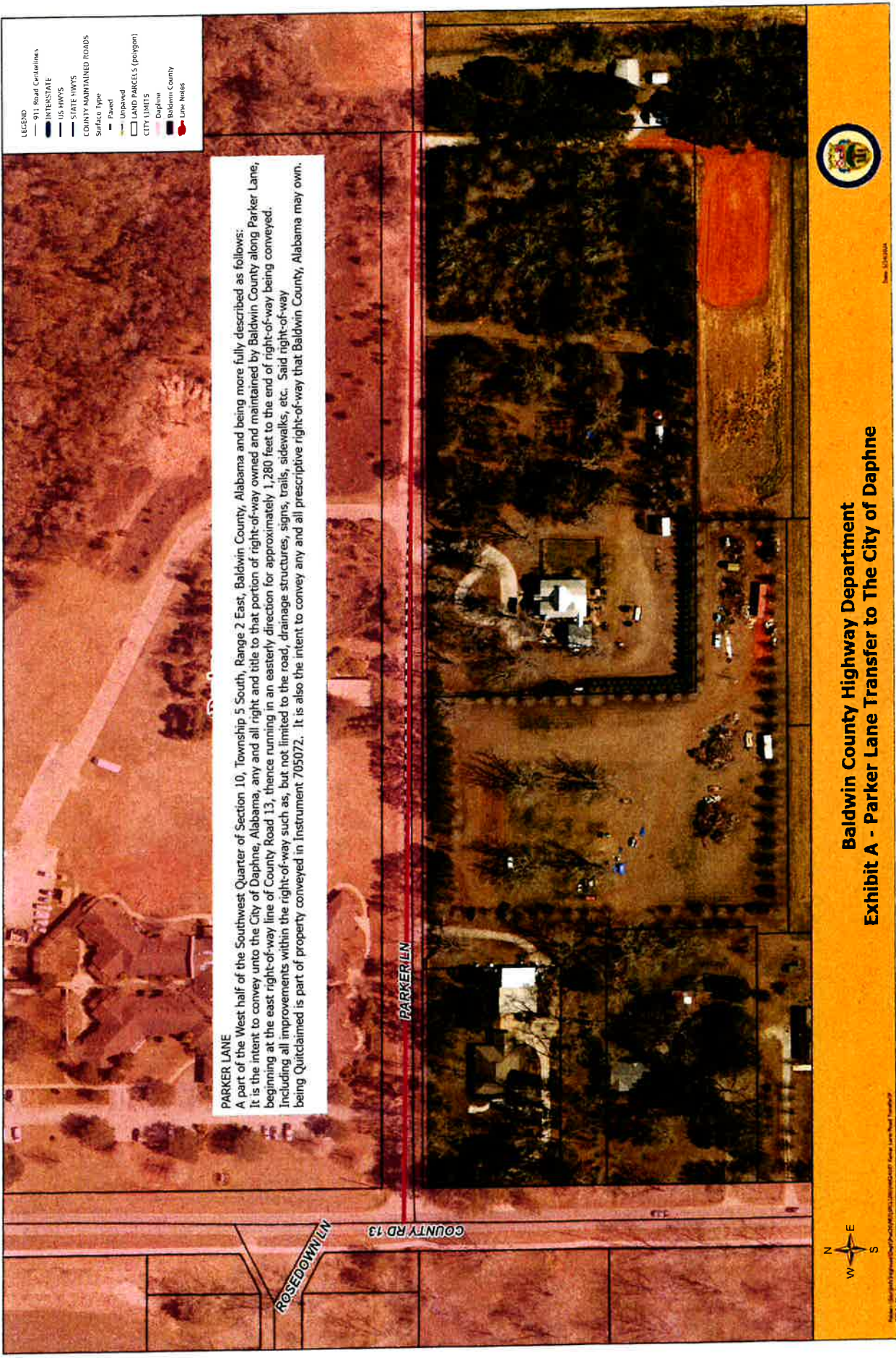
GRANTOR'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

GRANTEE'S ADDRESS:

CITY OF DAPHNE
P. O. BOX 400
DAPHNE, ALABAMA 36526





**CITY OF DAPHNE, ALABAMA
RESOLUTION 2025-63**

Acceptance of Roads and Rights-of-Way: Lavender Lane Extension

WHEREAS, the City of Daphne (the “City”) has completed certain roadway improvements on property owned by the City and identified as Lot 1B, Lavender-Baker Subdivision, as recorded at Slide 2868 C&D in the records of the Office of Probate in Baldwin County, Alabama, as more particularly described and depicted on Exhibit A hereto, including associated storm water drainage facilities (hereinafter, “Lavender Lane Extension”); and

WHEREAS, an inspection was made by the Director of Community Development, and all reports and other related documents have been provided stating that said Lavender Lane Extension has been installed in conformity with City standards; and

WHEREAS, an inspection was made by the Director of Public Works, and said director has recommended acceptance of said Lavender Lane Extension; and

WHEREAS, the City Council of the City of Daphne believes it is in the best interest of the citizens of the City for the City to accept said Lavender Lane Extension.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE AS FOLLOWS: that Lavender Lane Extension is hereby accepted by the City of Daphne, Alabama as a City street for maintenance.

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

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, MMC, City Clerk

EXHIBIT A

Legal Description and Sketch of Lavender Lane Extension

DESCRIPTION OF RIGHT-OF-WAY TO BE DEDICATED:

COMMENCING AT A 5/8 INCH CAPPED REBAR FOUND (CA-007-LS), MARKING THE SOUTHWEST CORNER OF LOT 1B, LAVENDER-BAKER SUBDIVISION, AS SHOWN IN MAP OR PLAT THEREOF, RECORDED IN SLIDE _____, PROBATE RECORDS IN BALDWIN COUNTY, ALABAMA, AND ALSO LOCATED ON THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 98:

THENCE N 00°14'12" W, ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 301.01 FEET, TO THE POINT OF BEGINNING;

THENCE N 00°14'12" W, ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 69.61 FEET, TO A 5/8 INCH CAPPED REBAR FOUND (CA-1109-LS) ON THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 98;

THENCE N 89°45'48" E, LEAVING SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 104.31 FEET, TO A 5/8 INCH CAPPED REBAR FOUND (CA-1109-LS);

THENCE S 78°27'41" E, A DISTANCE OF 45.27 FEET, TO A 5/8 INCH CAPPED REBAR FOUND (CA-1109-LS);

THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 18.00 FEET, AN ARC DISTANCE OF 6.98 FEET, (CHORD BEARS S 89°34'42" E, A CHORD DISTANCE OF 6.94 FEET) TO A 5/8 INCH CAPPED REBAR FOUND (CA-1109-LS);

THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 117.00 FEET, AN ARC DISTANCE OF 26.90 FEET, (CHORD BEARS N 72°43'04" E, A CHORD DISTANCE OF 26.84 FEET) TO A 5/8 INCH CAPPED REBAR FOUND (CA-1109-LS);

THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 121.09 FEET, AN ARC DISTANCE OF 131.75 FEET, (CHORD BEARS N 32°39'42" E, A CHORD DISTANCE OF 125.35 FEET, TO A 5/8 INCH CAPPED REBAR FOUND (CA-1109-LS);

THENCE N 00°43'53" E, A DISTANCE OF 345.71 FEET, TO A 5/8 INCH CAPPED REBAR FOUND (CA-1109-LS);

THENCE S 89°20'34" E, A DISTANCE OF 60.00 FEET, TO A 5/8 INCH CAPPED REBAR FOUND (CA-1109-LS);

THENCE S 00°43'53" W, A DISTANCE OF 346.15 FEET, TO A 5/8 INCH CAPPED REBAR SET (CA-1109-LS);

THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 181.09 FEET, AN ARC DISTANCE OF 198.67 FEET, (CHORD BEARS S 32°46'56" W, A CHORD DISTANCE OF 188.85 FEET) TO A 5/8 INCH CAPPED REBAR SET (CA-1109-LS);

THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 177.00 FEET, AN ARC DISTANCE OF 41.91 FEET, (CHORD BEARS S 72°31'20" W, A CHORD DISTANCE OF 41.81 FEET) TO A 5/8 INCH CAPPED REBAR SET (CA-1109-LS);

THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 78.00 FEET, AN ARC DISTANCE OF 13.16 FEET, (CHORD BEARS S 84°08'11" W, A CHORD DISTANCE OF 13.14 FEET) TO A 5/8 INCH CAPPED REBAR SET (CA-1109-LS);

THENCE S 89°45'48" W, A DISTANCE OF 153.38 FEET, TO A 5/8 INCH CAPPED REBAR SET (CA-1109-LS), LOCATED ON THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 98, BEING THE POINT OF BEGINNING OF THE RIGHT-OF-WAY HEREIN DESCRIBED, CONTAINING 1.00 ACRES, MORE OR LESS, AND LYING IN SECTION 20, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

[Sketch on Following Page.]

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**COMMUNITY DEVELOPMENT
INTERNAL MEMORANDUM**



DATE: September 3, 2025
TO: Office of the City Clerk
FROM: Adrienne Jones, AICP, Director of Community Development *AJ*
CC: Andy Bobe, City Engineer, Bobby Purvis, Public Works Director, and William Eringman,
Deputy Director Public Works
SUBJECT: Lavender Lane, Acceptance of the New Section of the Roads and Rights-of-Ways

LOCATION: North of the Daphne Justice Center, south of the intersection of Daphne Avenue and U.S. Highway 98

RECOMMENDATION: At the August 28, 2025 regular meeting of the City of Daphne Planning Commission, eight members were present. The motion carried unanimously for a favorable recommendation for the acceptance of the right-of-way of the new section of Lavender Lane.

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

Thank you,
ADJ/jv

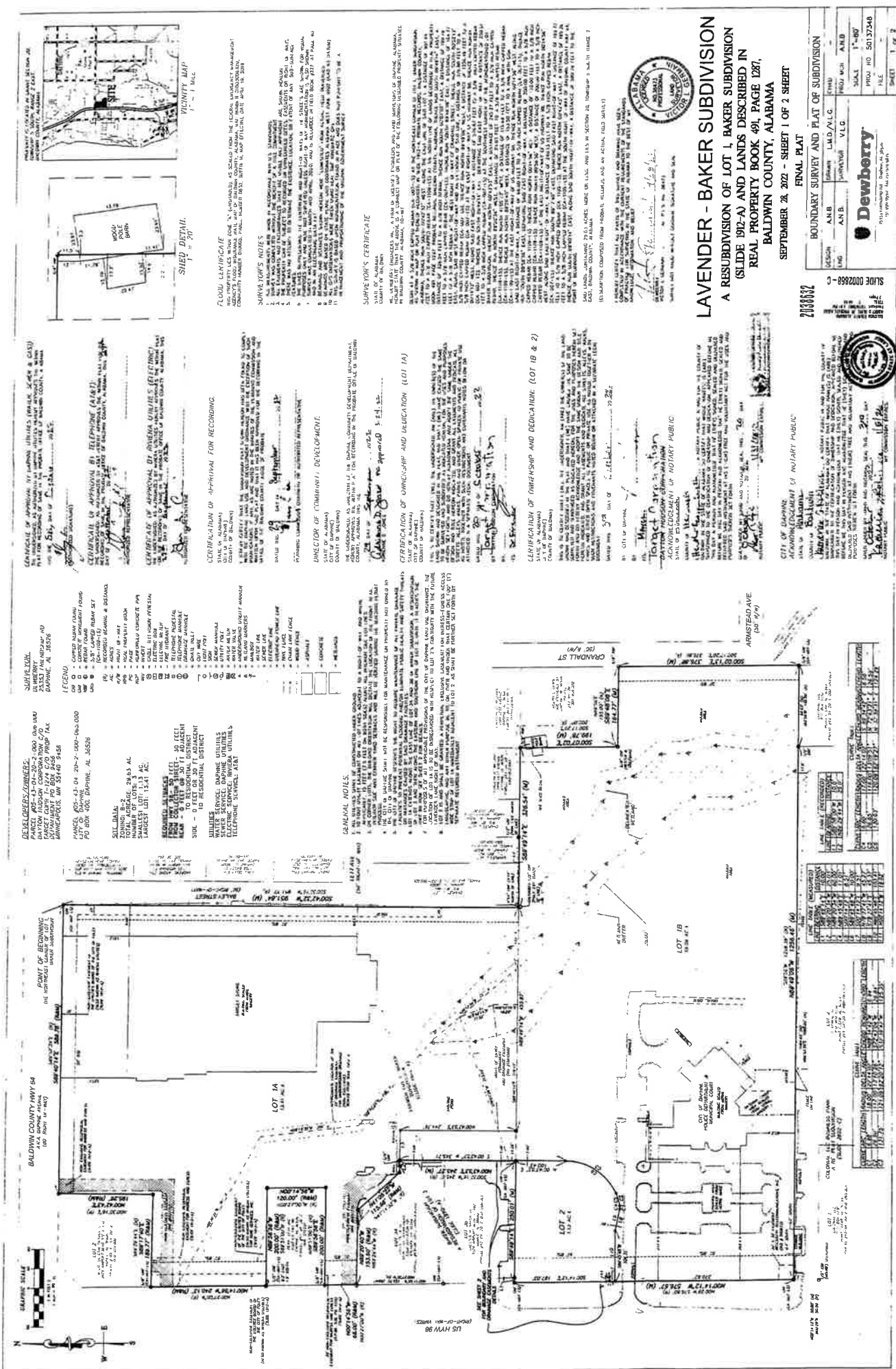
Attachment(s)

cc: file

LAVENDER LANE (NEWLY CONSTRUCTED PORTION) STREET ACCEPTANCE

The subject property is located between What-a-Burger and the Daphne Justice Center east of Highway 98. The extension of Lavender Lane is nearly complete. On August 28, 2025, the Planning Commission set forth a favorable recommendation to the City Council to accept the newly constructed portion of the road as a public right of way.





**CITY OF DAPHNE, ALABAMA
RESOLUTION 2025-64**

APPROPRIATION: BAYFRONT PARK EXPANSION AND IMPROVEMENT PLAN

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, Ordinance 2012-48 sets forth an allocation of Lodging Tax proceeds that may be used for Bayfront grounds/property improvements; and

WHEREAS, the Bayfront Park Expansion and Improvement Plan meets such criteria; and

WHEREAS, the Bayfront Park Expansion and Improvement Plan has been bid with a total project cost of \$15,266,197 (Construction Base Bid and Add Alternate - \$13,436,426; Engineering - \$1,007,750; Other - \$150,200; Contingency - \$671,821); and

WHEREAS, the City has received grant funding in the amount of \$7,200,000 under the Gulf of Mexico Energy Security Act of 2006 (GOMESA) from the State of Alabama Department of Conservation and Natural Resources for the construction of an outdoor event space/amphitheater and other related items at Bayfront Park; and

WHEREAS, an additional appropriation of \$8,066,197 is needed to complete the Bayfront Park Expansion and Improvement Plan.

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

1. Funds in the amount of **\$1,496,650** from the **Lodging Tax Fund** are appropriated and made a part of the Fiscal Year 2025 budget for the City's portion of the project herein described.
2. Funds in the amount of **6,569,547** from the **General Fund and transferred to the Capital Reserve Fund** are appropriated and made a part of the Fiscal Year 2025 budget for the City's portion of the project herein described
3. 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, City Clerk, MMC

**CITY OF DAPHNE, ALABAMA
RESOLUTION 2025-65**

2025-R-HARDWOOD COMPOSITE MATERIALS - NEGOTIATED

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

WHEREAS, The City of Daphne acknowledges that the cost for Hardwood Composite Materials will exceed this amount; and

WHEREAS, Staff has reviewed the negotiated bid for Hardwood Composite Materials and determined that the bid as presented is reasonable; and

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

WHEREAS, Staff recommends the negotiated bid for Hardwood Composite Materials be awarded to Overseas Hardwoods Company.

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

1. Accept the bid of Overseas Hardwoods Company for unit cost as specified in BID SPECIFICATION NO. 2025-R-HARDWOOD COMPOSITE MATERIALS:

DESCRIPTION NOMINAL - ACTUAL		UNIT	COST
A. 5/4 x 6 lpe - 1" x 5-1/2"	Delivered	LF	No Bid
	Furnished Only	LF	\$7.86
B. 2 x 2 lpe - 1-1/2" x 1-1/2"	Delivered	LF	No Bid
	Furnished Only	LF	\$2.00
C. 2 x 4 lpe - 1-1/2" x 3-1/2"	Delivered	LF	No Bid
	Furnished Only	LF	\$6.72
D. 2 x 6 lpe - 1-1/2" x 5-1/2"	Delivered	LF	No Bid
	Furnished Only	LF *	\$11.99
E. 2 x 8 lpe - 1-1/2" x 7-1/4"	Delivered	LF	No Bid
	Furnished Only	LF *	\$13.99
F. 4 x 6 lpe - 3-1/2" x 5-1/2"	Delivered	LF	No Bid
	Furnished Only	LF *	\$30.00
G. 4 x 4 lpe - 3-1/2" x 3-1/2"	Delivered	LF	No Bid
	Furnished Only	LF *	\$18.20
H. 6 x 6 lpe - 5-1/2" x 5-1/2"	Delivered	LF	No Bid
	Furnished Only	LF	\$47.10
Pricing subject to Prior sale, availability, ocean freight, fuel surcharge, tariffs and OHC terms and conditions. Pricing is for random length tally. Specified lengths may be higher in cost. Negotiated: Pricing is valid until Oct 15, 2025. * Denotes change - A,D,E,F,G original-size dimensions and/or pricing were corrected.			

- .
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 ENGINEER
INTERNAL MEMORANDUM**



DATE: September 9, 2025
TO: Mrs. Suzanne Henson, NIGP-CPP
Accountant III
FROM: Andy Bobe, P.E. City Engineer
SUBJECT: 2025-R Hardwood Composite Materials

The City of Daphne solicited bids from vendors through posting the advertisement on the City's bids solicitation website and City Hall bulletin board. Only one bid was received through this process from Overseas Hardwood Company. With only one bidder, I would recommend that the City of Daphne award a negotiated bid to Overseas Hardwood Company for the procurement of the desired hardwood/composite materials.

Should you have any questions or require any further information, please let me know.

Respectfully,

A handwritten signature in black ink, appearing to read "Andrew N. Bobe".

Andrew N. Bobe, P.E.
City Engineer

CITY OF DAPHNE

BID: 2025-R-HARDWOOD COMPOSITE MATERIALS-NEGOTIATED

September 3, 2025
11:30 A.M. CITY HALL

Those present were as follows:
Suzanne Henson
Andy Bobe

Finance Department
City Engineer

Andy Bobe opened the bid presented and read aloud as follows:

			Overseas Hardwoods Company (OHC)
DESCRIPTION NOMINAL - ACTUAL	UNIT		COST
A. 5/4 x 6 lpe - 1" x 5-1/2"	Delivered	LF	No Bid
	Furnished Only	LF	\$7.86
B. 2 x 2 lpe - 1-1/2" x 1-1/2"	Delivered	LF	No Bid
	Furnished Only	LF	\$2.00
C. 2 x 4 lpe - 1-1/2" x 3-1/2"	Delivered	LF	No Bid
	Furnished Only	LF	\$6.72
D. 2 x 6 lpe - 1-1/2" x 5-1/2"	Delivered	LF	No Bid
	Furnished Only	LF *	\$11.99
E. 2 x 8 lpe - 1-1/2" x 7-1/4"	Delivered	LF	No Bid
	Furnished Only	LF *	\$13.99
F. 4 x 6 lpe - 3-1/2" x 5-1/2"	Delivered	LF	No Bid
	Furnished Only	LF *	\$30.00
G. 4 x 4 lpe - 3-1/2" x 3-1/2"	Delivered	LF	No Bid
	Furnished Only	LF *	\$18.20
H. 6 x 6 lpe - 5-1/2" x 5-1/2"	Delivered	LF	No Bid
	Furnished Only	LF	\$47.10
Pricing subject of Prior sale, availability, ocean freight, fuel surcharge, tariffs and OHC terms and conditions. Pricing is for random length tally. Specified lengths maybe higher in cost. Negotiated: Pricing is valid until Oct 15, 2025. * Denotes change - A,D,E,F,G original-size dimensions and/or pricing were corrected.			

Original
1-1/2 x 6-1/2-\$10.10

Original:
1-1/2 x 7-1/2-\$12.83

Original:
4-1/2 x 5-1/2-\$28.61

only size change:
Original:4-1/2 x 4-1/2

Suzanne Henson, Finance Department

**CITY OF DAPHNE, ALABAMA
RESOLUTION 2025-66**

**APPROPRIATION: ENGINEERING – BRIDGE REPLACEMENT ON BAYVIEW
DRIVE OVER D’OLIVE CREEK**

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, the existing bridge located on Bayview Drive over D’Olive Creek is needing to be replaced due to the weight restricted bridge and flood-related scour damages to the bridge; and

WHEREAS, the City has entered into a construction funding agreement with the Alabama Department of Transportation (ALDOT) in which ALDOT will provide \$750,000 in construction funding towards the estimated \$1,500,000 cost of the bridge replacement; and

WHEREAS, the City has received a proposal for professional services in the amount of \$241,800 from Thompson Engineering to perform topographic surveys, environmental surveys, geotechnical investigations and reporting, hydraulic sizing, bridge and roadway design, and preparation of construction documents needed for bidding this project; and

WHEREAS, the City wishes to engage Thompson Engineering for professional services related to the bridge replacement on Bayview Drive over D ’Olive Creek.

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

1. Funds in the amount of **\$241,800** from the **Seven Cent Tax Fund** are appropriated and made a part of the Fiscal Year 2025 budget for professional services related to the bridge replacement on Bayview Drive over D’Olive Creek.
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, City Clerk, MMC



Single Project Agreement General Terms and Conditions

This Agreement is made by and between Thompson Engineering, Inc. (hereinafter Thompson Engineering) and the undersigned Client ("referred to herein as the "Client") for the Scope of Work identified herein. In consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants, and agrees as follows:

1. SCOPE OF WORK

Thompson Engineering shall perform such work and/or services as are described in this contract and as described in **Exhibit A** (the "Work").

2. PAYMENT AND INVOICES

The Client shall pay **Thompson Engineering** for the Work performed under this Agreement a sum to be calculated as described on Exhibit A or, if no such description is provided or any portion of the Work is not specifically provided for in said description, at the rates shown on **Thompson Engineering's** standard fee schedules (updated annually) which are in effect at the time the work is performed. **Thompson Engineering** will submit invoices to Client no more than monthly and a final bill upon completion of the Work. Invoices will show charges for different personnel and expense classifications. A more detailed separation of charges and back-up data will be provided at Client's request. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. To the extent **Thompson Engineering** accepts payment by credit card at the time of payment, Client is responsible for paying all fees associated with Thompson Engineering's acceptance of payment by credit card, in addition to the invoice amount. **Thompson Engineering** reserves the right to suspend the Work and/or terminate this Agreement, at **Thompson Engineering's** election. Client further agrees that, if **Thompson Engineering** elects to suspend the Work, it may do so until such time as Client pays all outstanding invoices.

In the event all or any portion of the services by **Thompson Engineering** are suspended, abandoned, or otherwise terminated, Client shall pay **Thompson Engineering** all fees and charges for services provided prior to termination. If **Thompson Engineering's** services are suspended and

restarted, **Thompson Engineering** will be entitled to additional compensation for extra services pursuant to the provisions of section 2 of this Agreement.

Client agrees that if it requests services not specified in the scope of services described in this Agreement, Client will pay for all such additional services as extra services, in accordance with **Thompson Engineering's** standard fee schedules (updated annually) which are in effect at the time the work is performed. If any staking or monuments are damaged, removed or destroyed by anyone other than **Thompson Engineering**, the entire cost of new staking or monumentation shall be paid for by Client as extra services in accordance with section 2.

If **Thompson Engineering** personnel are called or subpoenaed for depositions, examinations, or court appearances in any dispute arising out of any project on which Work was performed, Client agrees to reimburse **Thompson Engineering** on a time and material basis in accordance with **Thompson Engineering's** then current, standard billing rates for such matters, including all out-of-pocket costs incurred in connection with such matters.

3. RIGHT OF ENTRY

The Client will provide for right of entry of **Thompson Engineering** personnel and all necessary equipment, in order to complete the Work.

While **Thompson Engineering** will take all reasonable precautions to minimize any damage to Client's property, it is understood by the Client that in the normal course of Work some damage may occur, the correction of which shall not be **Thompson Engineering's** responsibility.

4. UTILITIES AND CONCEALED CONDITIONS

In the execution of its Work, **Thompson Engineering** will take all reasonable precautions to avoid damage or injury to subterranean structures, utilities, and concealed conditions. The Client agrees to hold **Thompson Engineering** harmless for any damages to subterranean structures, utilities, or concealed conditions which are not called to **Thompson Engineering's** attention and correctly shown on the plans furnished by the Client.

If field services (i.e., survey, geotechnical) are included in the scope of work, **Thompson Engineering** is not responsible for any determination or location of subterranean structures, utilities, or concealed conditions which are not visible and obvious by reasonable inspection of the premises, including, but not limited to, soils, geological conditions, sensitive environmental or archaeological areas, physical devices and facilities, pipelines, or buried cables, unless specifically included in writing in this Agreement, and shall not be responsible for any liability that may arise out of the making of or failure to make such determination or location of any subsurface condition. Client acknowledges that the services performed pursuant to this Agreement are based upon field and other conditions existing at the time the services were performed. Client further acknowledges that field and other conditions may change at any time, and clarification, adjustments, modifications, and other changes may be necessary to reflect changed field or other conditions. Such clarifications, adjustments, modifications, and other changes, shall be paid for by Client as extra services in accordance with section 2 of this Agreement.

5. SAMPLES

Thompson Engineering will retain all samples for thirty (30) days. Further storage or transfer of samples can be made at Client's expense upon written request.

6. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by **Thompson Engineering**, as instruments of service, shall remain the property of **Thompson Engineering**. Client agrees that all reports and other Work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever.

Thompson Engineering will retain all pertinent records relating to the services performed for a period of five (5) years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

All documents are for the exclusive use and benefit of the Client only. Others who use the documents do so at their own peril. **Thompson Engineering** consents that its information and reports may be furnished to and used by others participating in the financing and/or development of the project (and for reports involving real property transactions, other parties of the transaction), but only in the same manner and extent as if such others were the addressee and the Client. The terms, conditions, and limitations of liability contained in the Agreement shall apply to others to whom Client furnishes such information and reports. No one other than the Client is authorized to rely, in any way, on any information or reports issued

pursuant to this Agreement. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either **Thompson Engineering** or the Client. Thompson Engineering's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against **Thompson Engineering** because of this Agreement or **Thompson Engineering's** performance of services hereunder. Client further agrees that final plats, specifications, drawings, reports or other documents are for the exclusive use of Client and may be used by Client only for the project described in this Agreement. Such final plats, specifications, drawings, reports or other documents may not be changed or used on a different project without written consent of **Thompson Engineering**.

7. DISPUTES

In the event that a dispute should arise relating to Client's payment of Thompson Engineering's invoices, **Thompson Engineering** shall be entitled to recover reasonable attorney's fees and costs.

8. PROFESSIONAL RESPONSIBILITY/STANDARD OF CARE

Thompson Engineering represents that the Work shall be performed in a manner consistent with, and limited to, that level of care and skill ordinarily exercised by other professionals under similar circumstances at the same time and location that services are performed. No other representation to the Client, expressed or implied, and no warranty or guarantee is included or intended hereunder, or in any Work performed under this Agreement.

Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by **Thompson Engineering** and that the data interpretations and recommendations of **Thompson Engineering's** personnel are based solely on the information available to them. **Thompson Engineering** will be responsible for those data interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

9. LIMITATION OF LIABILITY

- A. This Agreement shall exclude all losses of all types including but not limited to property damage, bodily injury, third party liability or any other claim, cost or expense directly or indirectly arising out of, resulting from, or relating to mold, mildew, fungus, spores or other microorganisms of any type, nature, or description or any by-product thereof including but not limited to any substance whose presence poses an actual or potential threat to human health.
- B. INTENTIONALLY OMITTED.

- C. Client agrees that it will not make a claim for, and **Thompson Engineering** shall not be liable to Client for, any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings, or reduction or loss of property value, and shall apply to any cause of action including but not limited to negligence, strict liability, breach of contract and breach of warranty.

As used in this section 9, the term **Thompson Engineering** shall mean to include any and all parent, subsidiary or affiliated companies of **Thompson Engineering** and any and all directors, officers and employees of any and all of the same, and Client shall mean to include any person or entity claiming by, through or under Client.

10. INSURANCE

Thompson Engineering represents and warrants that it and its agents, staff and consultants employed by it is and are protected by worker's compensation insurance and that it has such coverage under public liability and property damage insurance policies which **Thompson Engineering** deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. **Thompson Engineering** shall not be responsible for any loss, damage or liability arising from any acts by Client, its agents, staff or other consultants employed by Client.

11. INDEMNIFICATION

INTENTIONALLY OMITTED.

12. ASSIGNS

Neither the Client nor **Thompson Engineering** may delegate, assign, sublet or transfer any duties or interest in this Agreement without the written consent of the other party.

13. SAMPLING OR TEST LOCATION

Client may be charged additional fees for costs associated with surveying of the site for the accurate horizontal and vertical locations of any tests. Field tests or boring locations described in **Thompson Engineering's** report or shown on sketches will be (a) based upon information furnished by others and Client agrees that **Thompson Engineering** shall be entitled to rely, without liability, on the accuracy and completeness of any and all information furnished by others (including, but not limited to, Client, Client's consultants, Client's contractors, and information from public records), without the need for independent verification or (b) estimates made in the field by **Thompson Engineering's** representatives in which case such dimensions, depths or elevations should be considered as

approximations unless otherwise stated. If the Client specifies a test or boring location, **Thompson Engineering** reserves the right to deviate a reasonable distance from the location specified. **Thompson Engineering** reserves the right to terminate its obligation to perform any Work if site conditions prevent drilling at or near the designated boring locations and these conditions were not revealed to **Thompson Engineering** prior to agreeing to perform the Work. If, in order to complete the borings to their designated depths, a re-drilling is necessitated by encountering impenetrable subsurface objects, this will be charged to Client at the appropriate rates contained in **Thompson Engineering's** standard fee schedule.

14. RIGHT TO STOP WORK

Stopping the construction work is an extreme action which should be taken only by the Client after giving serious consideration to the effects of such an order. Under no circumstances will **Thompson Engineering** take the initiative in issuing this order. **Thompson Engineering** will only provide data and recommendations.

15. ROOF / BUILDING ENVELOPE CUTS

This provision only applies to the extent that roof and/or building envelope investigation(s) are part of **Thompson Engineering's** scope under this Agreement. To obtain accurate information in a roof / building envelope investigation, exploratory cuts may be necessary. It is the Client's responsibility to make the appropriate repairs to these exploratory cuts using methods and materials consistent with the roofing / building envelope system, any applicable code(s), and in accordance with any existing material manufacturer's warranties. Client agrees that a roofing contractor, maintenance personnel, or other suitable contractor selected and retained by Client will be on site to make repairs at the time the cuts are made and/or the samples are obtained. Client agrees that **Thompson Engineering** can make temporary repairs at the time of **Thompson Engineering's** inspections, but additional charges may be incurred which the Client will be responsible for paying in accordance with section 2 of this Agreement. Although **Thompson Engineering** will exercise usual and customary professional care in its efforts to make these temporary repairs water tight, Client agrees that **Thompson Engineering** will in no way be responsible for any water damage to the roofing system, building, or its contents resulting from **Thompson Engineering's** temporary repairs.

16. FIELD MONITORING AND TESTING

If the Scope of Work in Exhibit A includes construction field monitoring and/or testing, **Thompson Engineering** shall visit the project site at intervals that **Thompson Engineering** deems appropriate to the stage of construction, or as agreed to in writing with the Client, in order to observe the progress and quality of the work completed by the contractor. Such visits and observations are not intended to

be an exhaustive check or a detailed inspection of the contractor's work but rather are to allow **Thompson Engineering** to become generally familiar with the work in progress and to determine in general if the work is proceeding in accordance with the contract documents.

Thompson Engineering shall not supervise, direct, or have control over the Client's work nor have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the contractor nor for the contractor's safety precautions or programs in connection with the work. These rights and responsibilities are solely those of the contractor in accordance with the contract documents. **Thompson Engineering** shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portion of the work, or any agents or employees of any of them. **Thompson Engineering** does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract documents or any applicable laws, codes, rules or regulations.

17. SAFETY

Should **Thompson Engineering** provide observations or monitoring services at the job site during construction, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including the safety of all persons and property during the performance of the work, and for compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by **Thompson Engineering** does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

18. HAZARDOUS SUBSTANCES

Client acknowledges and agrees that all hazard substances and/or regulated waste/material on site ("Hazardous Substance") and any associated claims resulting therefrom are Client's responsibility. Client agrees to advise **Thompson Engineering**, prior to **Thompson Engineering** beginning Work, of any Hazardous Substance on or near the site. To the extent Hazardous Substances are on site which require treatment or disposal, Client shall be responsible for treatment and/or disposal and shall sign all associated manifests. If Client directs **Thompson Engineering** or its agents to sign such manifests and/or hire a contractor to transport, treat, or dispose of Hazardous Substances and **Thompson Engineering** elects to do so, **Thompson Engineering** shall do so only as Client's agent, notwithstanding any other provision in this Agreement to the contrary, and Client acknowledges and agrees that **Thompson Engineering** shall not be considered an owner, operator, arranger, generator, or transporter of any

Hazardous Substances. Client waives any claim against **Thompson Engineering** associated with Hazardous Substances and agrees to indemnify, defend and hold **Thompson Engineering** harmless from and against any claim, liability, injury, loss, damage, cost recovery, or contribution and associated legal expenses allegedly arising from **Thompson Engineering's** containing, labeling, transporting, testing, storing, or otherwise handling of Client's Hazardous Substances. In the event that test samples obtained during our Work contain substances hazardous to health, safety or the environment, these samples remain the property of the Client. Likewise, any equipment contaminated as a result of the Work which cannot be reasonably decontaminated shall become the property and responsibility of the Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of contaminated equipment.

19. REUSE OF DOCUMENTS AND ELECTRONIC MEDIA

Any and all documents and electronic media including, but not limited to, reports, drawings, CADD files, and specifications prepared or furnished by **Thompson Engineering** (and **Thompson Engineering's** independent professional associates and consultants) pursuant to this Agreement are instruments of service of the Project, and **Thompson Engineering** shall retain an ownership and property interest therein whether or not the Project is completed. Information contained in signed or sealed drawings should be deemed to be correct and superior to electronic information. Client acknowledges that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, Client agrees that electronic documents provided to Client are for informational purposes only and are not intended as an end-product. **Thompson Engineering** makes no warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Client may make and retain copies for information and reference in connection with use and occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. If Client subsequently reproduces project-related documents or creates (or causes others to create) a derivative work based upon project-related documents created by **Thompson Engineering**, Client shall completely remove the original professional seals, logos and other indications on the documents of the identity of **Thompson Engineering**. Any reuse without written authorization or adaptation by **Thompson Engineering** for the specific purpose intended will be at Client's and/or others' sole risk and without liability or legal exposure to **Thompson Engineering**, or to

Thompson Engineering's subsidiaries, holding company, independent professional associates or consultants, and Client agrees, to the fullest extent permitted by law, to release, defend, indemnify and hold harmless **Thompson Engineering** and **Thompson Engineering's** subsidiaries, holding company, independent professional associates and consultants from any and all claims (third party or otherwise), damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom.

20. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Alabama and the United States, regardless of application of any jurisdiction's principles governing choice of law.

21. FORCE MAJEURE

Thompson Engineering shall not be responsible for delays caused by factors beyond **Thompson Engineering's** reasonable control, including but not limited to, delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any government or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of **Thompson Engineering's** services or work product, or delays caused by faulty performance by the Client or by contractors of any level ("Force Majeure"), and **Thompson Engineering** shall be entitled to additional time and/or an

equitable increase to the contract fee resulting in such events of Force Majeure. When such delays beyond **Thompson Engineering's** reasonable control occur, the Client agrees that **Thompson Engineering** shall not be responsible for damages, nor shall **Thompson Engineering** be deemed in default of this Agreement.

22. ENTIRE AGREEMENT

This Agreement represents the entire agreement between Client and **Thompson Engineering** and supersedes all prior negotiations, representations and agreements, whether oral or written. No modification to the terms hereof shall be made unless agreed to in writing by both parties.

23. SEVERABILITY

In the event any provision, or any portion of any provisions of this Agreement is held invalid, the other provisions of this Agreement and the remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect to the maximum extent permitted by law.

24. SURVIVAL

The following provisions of this Agreement, and those in which Client agrees to waive claims against Thompson Engineering, release it from liability, or hold it harmless, survive termination of this Agreement: Ownership of Documents; Disputes; Limitation of Liability; Indemnification; Reuse of Documents and Electronic Media; and Governing Law and Venue.

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Single Project Agreement General Terms and Conditions

EXHIBIT A
DETAILED DESCRIPTION OF SCOPE OF WORK AND ASSOCIATED FEES AND COSTS



August 6, 2025

Mr. Andy Bobe, PE, City Engineer
City of Daphne
1705 Main Street
Daphne, AL 36526

RE: Exhibit A – Proposal for Professional Services
Bridge Replacement on Bay View Dr over D'Olive Creek

The City of Daphne is replacing an existing bridge located on Bay View Drive approximately ½-mile south of US-90. Bay View Drive is a major access road for the Lake Forest community of 11,000 or more residents and the bridge crosses over D'Olive Creek, a FEMA regulated floodway that conveys stormwater runoff from an approximately 5.34 square mile area into Lake Forest Lake. Due to the condition of the weight restricted bridge and flood-related scour damages to the bridge, the City and ALDOT have agreed to replace this bridge under a funding agreement using state and local funds only.

Thompson Engineering is excited to submit this proposal along with our understanding of the project, proposed scope and fee, and our request for authorization to proceed.

Background and Understanding

The City has requested a full services proposal from Thompson Engineering needed to study, design, permit, and prepare construction plans needed to advertise the project.

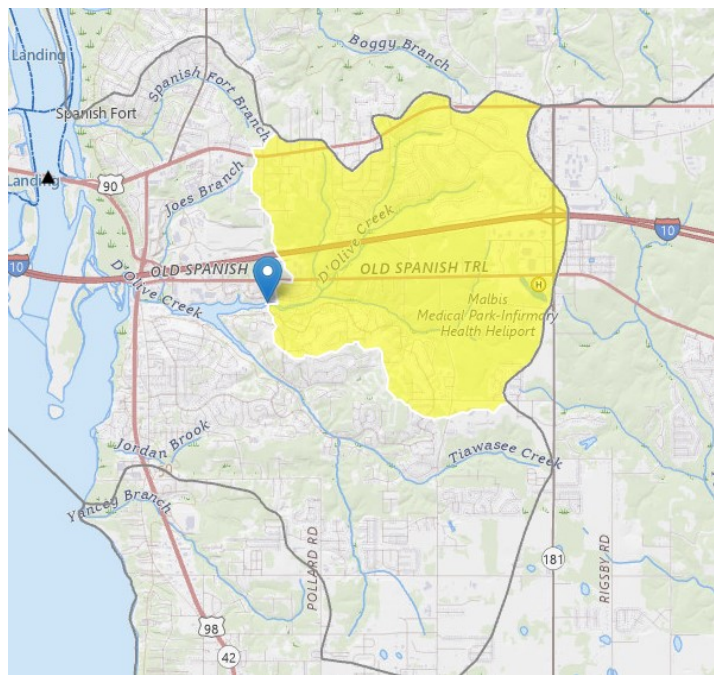


Figure 1 Project Location and Contributing Drainage Area
(StreamStats)

The new bridge will replace the existing bridge with the same alignment and as close to the existing size and elevation as feasibly possible. The City has initially planned for a 40' single-span ALDOT precast concrete bridge slab. This will need to be validated with a bridge hydraulic analysis to ensure the new bridge is correctly sized to pass design flows without overtopping. Additionally, with this bridge being located on a FEMA regulated floodway, the selected design will need to ensure that there is no increase in base flood or floodway elevations.

The proposed bridge requires two 11' lanes and 6' sidewalks on each side for future pedestrian access. The bridge and approaches will need to be designed to City and State standards.

Existing utility mains are attached to the bridge, and it is understood these will be relocated by the utility

Professional Office Building
7101 US-90 Suite 101, Daphne, AL 36526
251.243.7813
www.thompsonengineering.com

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companies independently before new bridge is installed.

Due to the size and nature of the project, it is anticipated that jurisdictional wetland impacts of less than 1/2-acre will allow for a Nationwide Permit 14 for linear transportation projects. If the wetland impacts exceed 1/10-acre, pre-construction notification to the US Army Corps of Engineers (USACE) will be required. Although not anticipated, should impacts exceed 1/2-acre, additional permitting to receive authorization from USACE and the Alabama Department of Environmental Management (ADEM) may be required to permit such impacts.

Proposed Scope of Work and Deliverables

The objective of the tasks presented in this proposal are to perform topographic surveys, environmental surveys, geotechnical investigations and reporting, hydraulic sizing, bridge and roadway design, and prepare construction documents needed for bidding the project. Additional services include providing construction bidding assistance.

Task 1 – Topographic and Property Survey

We will perform surveying services needed to complete the topographic surveys as follows:

- Topographic survey of Bay View Dr approximately 300' in each direction from the bridge, including property lines and property owner information
- Topographic survey 1,000' in each direction along D'Olive Creek, with the first 500' being fully surveyed and the remainder being stream centerline only, upstream culverts and pipes will be surveyed within these limits
- Topographic survey will extend approximately 25' beyond existing/proposed right-of-way lines in all directions
- Vegetation lines will be located within the survey limits
- All visible above ground utilities will be located within the limits and all underground utilities marked by others following an Alabama 811 Utility Locate Request will be surveyed and shown
- DELIVERABLES: Survey sketches and electronic copies of survey data

EXCLUSIONS: Boundary surveys are not expected to be required for ROW acquisition and are not included in this scope of work.



Figure 2 Survey Limits

Task 2 – Environmental Services

Currently, the total wetland impacts are expected to be less than ½ acre threshold for Nationwide Permit coverage. Additionally, the total site disturbance is expected to be less than one (1) acre and an ADEM Notice of Intent (NOI) for NPDES Permit coverage is not expected to be required.

However, due to the stated funding provided for this project, ALDOT requires a State Environmental Document (SED) to be prepared. ALDOT provides SED forms that are intended to be used by local entities and their consultants. Due to the category of this project, and the potential to affect listed species and critical habitat, consultation with US Fish and Wildlife Service will be required. Additionally, due to the nature of this project, a cultural resources survey will be required for consultation with the Alabama State Historic Preservation Office (SHPO) to ensure the project does not have the potential to affect historic properties.

An SED may be initiated by either the City or by the Region staff. At this time, we anticipate ALDOT SW Region's Local Transportation office to initiate and prepare the SED with support from Thompson for all required environmental field surveys. Should Thompson be requested by ALDOT and the City to prepare the SED, we have included the necessary scope and fee for such in the additional services section below. If further required by ALDOT, additional scope and fee for a bat survey, hazardous materials survey, and public involvement are also included in the additional services section below.

Thompson will provide environmental services to include wetland delineation, threatened and endangered species surveys, cultural resources survey, and Nationwide wetland permitting as follows.

A. Wetland Delineation and Threatened & Endangered Species Survey

Thompson Engineering will conduct wetland and stream delineation and mapping within areas that border D'Olive Creek at the Bay View Drive Bridge, including a roughly 500-foot upstream segment and a roughly 1300-foot downstream segment.

Our delineation will include the following elements:

- Review soil survey information
- Review available aerial photography
- Review available GIS information
- Identify hydrophytic vegetation
- Determine if hydric soils or wetland hydrology are present
- Field flag wetland areas with pink flagging embossed with black "wetland delineation"
- Record wetland locations utilizing GPS
- Provide shape files of the wetland areas
- Locate the stream banks utilizing GPS
- Provide shape files of the stream areas
- Prepare maps of wetland and stream areas within the study corridor.

Concurrently with the wetland delineation, Thompson will complete a threatened and endangered species survey. The survey will include the following elements:

- Review Threatened/Endangered/Candidate species and critical habitat data from the USFWS IPaC Website
- Conduct a field survey for evidence of listed species or suitable habitat (this project area contains aquatic and terrestrial habitats, as well as an existing bridge that could be used by the Tricolored bat)

- Mark locations of any listed species identified during field surveys using red polka-dot flagging, and record locations with GPS
- Provide shapefiles of locations for any listed species observed
- Provide a report that summarizes the survey procedures, results, and any observations of listed species and suitable habitat, and includes figures and photograph log.

B. US Army Corps of Engineers Nationwide Permit

Based on preliminary surveys, we anticipate the wetland impacts to be less than ½ acre allowed under the threshold for Nationwide Permit 14 coverage.

- If a wetland delineation determines the presence of jurisdictional wetlands, and the impacts are 1/2-acre or less, a Nationwide 14 Permit is expected to cover this work. If the impact exceeds 1/10-acre, the City will be required to submit a pre-construction notification to the Corps.
- If needed, we will prepare and submit a Nationwide Permit Application Form along with required figures (vicinity map, project plan and cross-sections). We will also pay the required \$100 permit fee.
- We will respond to agency questions to evaluate and coordinate requests for additional information from the Corps.

Task 3 – Bridge Hydraulic Analysis and No-Rise Certification

Thompson will perform a hydraulic design study and provide recommendations for a new bridge. Hydraulic modeling will be completed in HEC-RAS to support the design of the bridge considering potential alignment, span lengths, low chord elevation, support geometry, and abutment design/modifications. Modeling will include existing conditions as well as iterations of the design bridge geometry to meet ALDOT, City of Daphne, and structural requirements while minimizing adverse floodplain impacts. As specific considerations for this project, tailwater improvements required to minimize adverse impacts to surrounding homes will be assessed. A signed and sealed technical memorandum will be provided summarizing analysis and results of the bridge hydraulic sizing.

Scour analyses will also be completed to assess erosion potential at bridge abutments and intermediate supports, if such are required. Channel scour analysis will also be performed downstream of the bridge, depending on hydraulic characteristics associated with the selected design. Calculations and supporting model documentation will be provided. Scour analysis will be completed in accordance with FHWA HEC-18 using the Hydraulic Toolbox.

This scope is written under the assumption that a No-Rise Certification will be pursued based on the selection of a geometry/design approach that limits impacts to the base flood and floodway of D'Olive Creek in accordance with City of Daphne, Baldwin County, and FEMA regulations, upstream and downstream of the project. Supporting modeling requiring use of the effective FIS model will be completed for the no-rise analysis. A No-Rise Certification and supporting report will be submitted to the City of Daphne and/or Baldwin County.

EXCLUSIONS: This proposal does not include services to support a Conditional Letter of Map Revision (CLOMR) submittal.

Task 4 – Geotechnical Investigation and Reporting

We will perform geotechnical investigations and provide recommendations for the bridge and approaches, including pile foundation recommendations, slope stability evaluations, and pavement recommendations, in general accordance with the ALDOT Geotechnical Manual. We understand that

Thompson personnel and equipment will be granted right-of-entry. Additionally, Thompson will submit right-of-entry forms to property owners when necessary for boring access. We will create an Alabama 811 Utility Locate Request to locate any utilities in the area prior to our field activities. Temporary traffic control will be needed to perform the borings and is provided as an additional service should Thompson be providing our own traffic control.

The specific tasks include the following:

- Perform site reconnaissance and layout
- Mobilize temporary traffic control to allow for soil borings to safely occur
- Perform two (2) SPT borings to a maximum depth of 100 ft below existing site grades.
- DELIVERABLES: Geotechnical Report, which summarizes the field exploration, laboratory testing, engineering evaluations, technical discussions, and engineering recommendations in support of the bridge replacement and includes the following:
 - Boring Location Plan
 - Boring Logs with Soil Stratigraphy
 - Discussion of Groundwater and Impact on Construction
 - Discussion of Soil Stratigraphy and Soil Properties
 - Pile Foundation Recommendations (pile type and size to be provided prior to Geotech analyses)
 - Slope Stability Evaluation at Abutments
 - Site Preparation Recommendations
 - Pavement Recommendations

Samples will be taken continuously from the ground surface to a depth of 10 feet and then every five (5) feet thereafter to the maximum planned depth of the soil boring. Groundwater depth for all boreholes will be recorded when encountered. Granular soils will be sampled using standard penetration test (SPT) protocols in accordance with ASTM D-1586. Undisturbed Shelby tube samples will be taken in cohesive soils in accordance with ASTM D-1587. Boreholes will be grouted to grade upon completion of the sampling.

Task 5 – Bridge and Roadway Plans

We will perform bridge and roadway design and prepare plans as follows:

Bridge Preliminary Plans

Preliminary bridge plans will be prepared and submitted to the City and ALDOT for review and approval of the general design features of the bridge. The bridge layout will be based on the existing roadway alignment, hydraulic analysis and geotechnical assessment of the site. The bridge will be designed to meet HS20-44 AASHTO loading requirements in addition to the hydraulic design requirements.

Based upon a preliminary site evaluation and discussions with the City, it is anticipated that the new bridge will be a single span 40' precast channel beam with a pile supported substructure. The City has also requested consideration for a timber bridge railing and guardrail system to be used.

The preliminary plans will include the following:

- Type, Size and Location (TS&L) drawings, including hydraulic data and stream velocity
- Typical sections

Bridge Final Plans

After approval by the City and ALDOT of the proposed bridge layout, final bridge plans will be prepared in

accordance with applicable AASHTO and ALDOT standards. A design calculation package in support of the new bridge design and details will also be submitted. The bridge superstructure and substructure will be designed and detailed in the plans, to include the following:

- Index Sheet
- General Notes Sheet
- Quantity Sheet
- General Plan and Elevation Sheets
- Foundation Layout Plans
- Span and Girder Details
- Abutment Details
- Bent Details
- Bearings and Miscellaneous Details, as needed

Roadway Plans

Roadway plans will be prepared and submitted to the City based on the number of submittals discussed below. The approach roadways will be designed to acceptable design criteria for alignment and roadside safety. The roadway section will be designed and detailed to meet requirements set forth by the City and based on the geotechnical assessment of the site. The roadway plans will include the following:

- Title Sheet
- Index Sheets
- Plans Legend
- Geometric Layout Sheets
- General Notes Sheet
- Typical Sections and Special Project Details
- Quantity Sheets
- Plan/Profile Sheets
- Paving, Signing and Striping Layout Sheets
- Drainage Sections, if applicable
- Erosion Control Plans
- Traffic Control Plans
- Cross Sections

We will prepare and submit plans for a Plans, Specifications and Estimate (PS&E) design submittal for review by the City and ALDOT. Comments from the PS&E review will be addressed and final plans will be issued to the City for construction. Engineer's cost estimates will be prepared at each stage of the bridge and roadway plans listed.

EXCLUSIONS: This scope of work does not include any utility relocation design.

Task 6 – Construction Bidding Services

We will perform construction bidding services to assist the City as follows:

- Assist the City in preparing contract documents for a complete bid package for the project to be let by the City
- Assist the City with the bidding process, tabulation of bids, and selection of a contractor

Thompson Engineering will generally adhere to guides, manuals, procedures, and advisories regarding road construction projects in Alabama. Examples include the ALDOT Construction Manual which describes many of the procedures and practices relating to construction engineering and inspection; the ALDOT

Testing Manual which sets out test frequency of samples and tests, sampling point, sample size, sampling and test methods and appropriate reporting to be provided; the AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing; and, applicable ASTM Standards.

Additional Services (As Needed)

We are prepared to perform the following additional services, as needed, to complete the project:

Temporary Traffic Control for Soil Borings

Based on our preliminary site visit, we understand that a portion of Bay View Drive will need to be temporarily closed to allow for soil borings. Thompson will provide, or secure a subconsultant to provide, temporary traffic control during soil boring activities that affect traffic on Bay View Drive.

Cultural Resources Survey

If required for the State Environmental Document, Thompson will conduct a Phase I Cultural Resources Survey for the bridge project. The survey will conform to state and federal guidelines, including Section 106 of the National Historic Preservation Act of 1966 and the United States Secretary of the Interior's Advisory Council on Historic Preservation Regulations, 36 CFR Part 800. The proposed assessment will include a formal Phase I field survey with subsurface testing in non-wetlands, laboratory analysis of any recovered artifacts, a review and documentation of any standing historic structures (over 50 years old) in the project's area of potential effect (APE), report preparation and finalization, and curation of any project-related materials.

Upon completion of field work and laboratory analysis of any artifacts found during the survey, a Cultural Resources Assessment report will be prepared that will include descriptions of the project area (size, elevation, wetlands, soil associations, etc.), a literature and background research section, a summary of the field methods employed (personnel, timeline, amount of shovel tests, shovel test descriptions, etc.), maps of the project area and field work locations, laboratory and curation methods, a results section (if any archaeological sites encountered), and a summary with recommendations. A draft report will be submitted to the City for review and comment; once any comments have been received, a finalized version will be submitted to the City and to reviewing agencies (Alabama Historical Commission and Corps of Engineers) for concurrence.

NOTE: Should many cultural resources be identified by the survey, the cost may need to be adjusted to reflect a greater level effort if avoidance or an alternative project location is not possible. Issues regarding the number of identified resources will be discussed immediately with the City.

Visual Bat Survey

A visual survey of the project area will be conducted to determine the presence/absence of habitats suitable for Tricolored Bats. This will involve an assessment of trees in the vicinity of the project regarding tree types and sizes, and percent canopy closure, as well as presence/absence of foraging habitat (open water, roadways, etc.). This survey will also involve a visual inspection of the bridge itself, for evidence of cracks, cavities, or expansion joints that could be used for roosting by bats. The "Bridge/Structure Bat Assessment Form" will be filled out to document the results of the field survey.

Phase I Environmental Site Assessment

The primary objective of a Phase I Environmental Site Assessment (ESA) is to provide a professional evaluation of recognized environmental conditions regarding the subject property, as may be related to the potential presence of hazardous substances and/or petroleum products, due to prior activities at the site and/or adjacent properties. The Phase I ESA is proposed in general conformance with the scope and

limitations of ASTM E1527-21 "Standard Practice for Environmental Site Assessments; Phase I Environmental Site Assessment Process." Principal components of the Phase I ESA include records review, site reconnaissance, interviews, and a report. Thompson will only review chain of land title records if they are made available through the user, owner, or key site manager. A Phase I Environmental Site Assessment does not include procuring recorded land title records.

As per the referenced ASTM standard, there are certain "user" (client) responsibilities associated with the performance of a Phase I ESA, outlined as follows:

- Checking Title Records for Environmental Liens
- Specialized Knowledge or Experience of the User
 - If the user is aware of any specialized knowledge or experience that is material to recognized environmental conditions in connection with the property, it is the user's responsibility to communicate any information based on such specialized knowledge or experience to Thompson Engineering. The user should do so before Thompson Engineering performs the site reconnaissance.

State Environmental Document

If requested, Thompson will assist the City and ALDOT with the required SED forms, documentation, and public involvement.

The services needed to complete the SED are as follows:

- Coordinate meetings with ALDOT to review project and determine resource coordination, including early coordination and public involvement requirements
- Prepare reports to obtain the following clearances:
 - Hazardous materials
 - Cultural resources
 - US Fish and Wildlife
- Prepare SED forms
 - Project Information
 - Impact Summary
 - Permitting
 - Other Resources
 - Environmental Commitments, if any
- Prepare SED attachments
 - Project location maps/photos of project location
 - Studies/reports/coordination letters
 - Other supplemental project information, as required
- Certify and submit SED to SW Region's Local Transportation office for review/approval, and address comments if provided

At this time, it is not known if a public involvement meeting will be required. If required, we will assist the City with this meeting by preparing presentation materials and attending the meeting. It is our understanding the City will provide the meeting place and will handle the public notice and court reporting, if required. It is also our understanding that only one public involvement meeting will be held, if required.

The specific public involvement meeting services proposed are as follows:

- Assist the City in preparing and printing presentation boards with aerials and plan layouts

- Assist the City in preparing information handouts
- Attend the meeting and help answer questions and gather public comments
- Assist the City in preparing a summary document containing the public's concerns and comments

EXCLUSIONS: This scope of work does not include 3-D modeling or traffic simulations needed to produce renderings or visualizations. Should such deliverables be needed for public involvement or public information, they can be offered for additional agreed upon compensation.

We have prepared this proposal with the understanding that the City of Daphne intends to construct the project with state and local funding. Project deliverables, including engineering recommendations and conclusions, will be prepared in general accordance with standards of professional practice and previous experience on similar projects in Baldwin County, Alabama.

Compensation and Schedule

The professional services described herein shall be on a Lump Sum Basis as summarized below and in accordance with our Standard Fee Schedule.

Basic Professional Services	Fees
Task 1 – Topographic and Property Surveys	\$ 19,600.00^
Task 2 – Environmental Services	
A. Wetland Delineation and Threatened & Endangered Species Survey	\$ 6,900.00^
B. US Army Corps of Engineers Nationwide Permit	\$ 7,500.00^
Task 3 – Geotechnical Investigation and Reporting	\$ 16,500.00^
Task 4 – Bridge Hydraulic Analysis and No-Rise Certification	\$ 38,900.00^
Task 5 – Bridge and Roadway Plans	\$ 85,000.00^
Task 6 – Construction Bidding Services	\$ 5,000.00^

SUB-TOTAL "LUMP SUM" BASIC SERVICES = \$ 179,400.00

Additional Services (As Needed)

Temporary Traffic Control for Soil Borings	\$ 5,800.00^
Cultural Resources Survey	\$ 4,900.00^
Visual Bat Survey	\$ 2,200.00^
Phase I Environmental Site Assessment	\$ 4,500.00^
State Environmental Document Preparation	\$ 45,000.00*

SUB-TOTAL "NOT TO EXCEED" AS NEEDED SERVICES = \$ 62,400.00

TOTAL "NOT TO EXCEED" FEES = \$ 241,800.00

^LUMP SUM

*TIME AND MATERIALS, NOT TO EXCEED

(NOTE: Permit fees shown are estimated at time of proposal and are subject to change by each agency.)

Additional services desired by the City that are not stated herein or attached hereto shall entitle Thompson to mutually agreed upon additional compensation and will not be undertaken without prior approval from the City.

Services shall commence immediately upon receipt of authorization to proceed from the City.

- Surveying services are expected to begin within approximately 2-3 weeks of notice to proceed and are expected to take approximately 2-3 weeks to complete.
- Geotechnical investigations are expected to begin within approximately 3-4 weeks of notice to proceed. Investigations are expected to take 2-3 days to complete once temporary traffic control is in place. Recommendations and reporting are expected to take approximately 3-4 weeks to complete after the investigations are completed.
- Bridge hydraulic analysis is anticipated to begin within 2-3 weeks of notice to proceed and is expected to be completed within 4 weeks of completed topographic survey.
- Final design and plans are anticipated to begin within 1-2 weeks of approved preliminary plans and will be completed according to a schedule agreed upon with the City.

Thank you for the opportunity to submit this proposal and we look forward to working with you! Feel free to reach out to me directly at (251) 752-2073 at any time if you have any questions or concerns related to this proposal.

Respectfully,

THOMPSON ENGINEERING, INC.



Charles Weber, P.E.
Senior Engineer/Team Leader



Christopher Grant, PLA, ASLA
Principal Landscape Architect

Enclosures



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 13th St 4th floor Gulfport MS 39501	CONTACT NAME: Patty Savage PHONE (A/C, No, Ext): 8002770856 E-MAIL ADDRESS: Patty_Savage@ajg.com FAX (A/C, No): 228-863-1957
INSURED Thompson Engineering Inc. 2970 Cottage Hill Rd Ste 190 Mobile AL 36606	THOMINC-03 INSURER(S) AFFORDING COVERAGE INSURER A: Beazley Insurance Company, Inc. INSURER B: Lexington Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 115965780**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
A B	Professional Liability			C1D697250901 031711090	2/1/2025 2/1/2025	2/1/2026 2/1/2026	Per Claim Aggregate 10,000,000 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THOMENG-01

RHUTTO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/20/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Rachel Hutto	
	PHONE (A/C, No, Ext): (334) 244-0004 FAX (A/C, No):	
	E-MAIL ADDRESS: rhutto@turnerfirst.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Co.	16535
INSURED Thompson Engineering, Inc. 2970 Cottage Hill Road, Ste. 190 Mobile, AL 36606	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab. ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			GLO 3534778-03	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BAP 3534779-03	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	WC 3534777-03	2/1/2025	2/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	☒ Auto Physical Damage			BAP 3534779-03	2/1/2025	2/1/2026	Various deductibles

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

For Information Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2025-17**

ADOPTING THE FISCAL YEAR 2026 BUDGET

WHEREAS, the Mayor of the City of Daphne has submitted to the City Council a budget for Fiscal Year 2026 which begins October 1, 2025 and ends September 30, 2026 (the "FY26 Operating Budget"); and

WHEREAS, the City Council has reviewed and considered such proposed budget; and

WHEREAS, the City Council believes that the attached proposed budget is a viable spending plan for the City during the next fiscal year;

WHEREAS, the City's procedures require the adoption of the budget by Ordinance; and

WHEREAS, if the amounts budgeted for departmental operating items or purposes are not required to be utilized for such items or purposes, then upon written approval by the Mayor or the Finance Director, these amounts may be expended for other departmental items or purposes, provided that the total amount of the adopted operating budget is not exceeded; and

WHEREAS, the Mayor is authorized to approve all applications for grants during the fiscal year with the understanding that grant awards requiring an additional appropriations will be presented to Council for approval; and

WHEREAS, the salary increases associated with the performance appraisal rating scale will be as follows:

PERFORMANCE APPRAISAL SCORE		SALARY INCREASE
FROM	TO	
3.00	3.39	0.50%
3.40	3.79	1.00%
3.80	4.19	1.50%
4.20	4.59	2.00%
4.60	5.00	2.50%

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

1. That the FY2026 Budget in which the General Fund revenues exceed appropriations in the amount of \$86 (*All Funds - \$639,349*) which includes total Personnel upgrades of \$46,864 and Capital \$2,986,405 (*All Funds - \$4,086,405*) as attached hereto and made a part hereof; and
2. That the Mayor shall have no authority to execute any contract obligating expenditures in excess of \$30,000 that has not first been approved by the City Council, except for deeds and bonds required in judicial proceedings and as may be otherwise authorized by separate ordinance or resolution of the City Council.

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

Robin LeJeune, Mayor

ATTEST:

Candace Antinarella, City Clerk, MMC

**All Funds Budget Summary
Fiscal Year 2026**

	Enterprise Funds				Special Revenues Fund	Capital Reserve Fund	TOTAL
	General Fund	Solid Waste	Civic Center	Debt Service Fund			
Sales, use and luxury tax	27,221,000	-	-	-	3,073,577	-	30,294,577
Ad valorem taxes	11,285,000	-	-	-	-	-	11,285,000
Business licenses	3,425,000	-	-	-	-	-	3,425,000
Permits	896,375	-	-	-	-	-	896,375
PILOT Taxes	2,830,000	-	-	-	-	-	2,830,000
Fines and forfeitures	351,500	-	-	-	176,500	-	528,000
Intergovernmental	881,100	-	-	-	52,000	255,000	1,188,100
Charges for services	873,100	2,495,000	430,000	-	454,000	-	4,252,100
Grants	16,953	-	-	-	-	-	16,953
Contributions and donations	183,752	-	-	-	-	-	183,752
Interest / investment earnings	175,000	-	-	-	2,500	10,000	187,500
Miscellaneous	58,500	-	-	-	-	-	58,500
Total Estimated Revenues	48,197,280	2,495,000	430,000	-	3,758,577	265,000	55,145,857
Payroll and Related Costs	29,142,827	1,403,290	463,493	-	28,080	-	31,037,690
Retiree Health Insurance and Benefits	339,635	-	-	-	-	-	339,635
Merit Increases	250,000	-	-	-	-	-	250,000
Employee Raises (.50/hr) - COLA effective 10/2/2025	479,637	-	-	-	-	-	479,637
Employee Longevity Pay	67,424	-	-	-	-	-	67,424
Personnel	30,279,523	1,403,290	463,493	-	28,080	-	32,174,386
General Government	3,258,946	-	-	-	682,814	-	3,941,760
Public Safety	2,569,110	-	-	-	104,000	-	2,673,110
Public Works	2,645,086	1,809,870	-	-	-	-	4,454,956
Recreation and Culture	1,843,992	-	406,795	-	269,420	-	2,520,207
Operating	10,317,134	1,809,870	406,795	-	1,056,234	-	13,590,033
New Capital	2,986,405	-	-	-	600,000	500,000	4,086,405
New Personnel	-	-	-	-	-	-	-
Personnel Upgrades	46,864	-	-	-	-	-	46,864
Debt Service	-	-	-	4,608,820	-	-	4,608,820
Transfers To/From Other Funds:							
Transfers To Other Funds	(4,567,268)	-	-	-	(1,200,000)	-	(5,767,268)
Transfers From Other Funds	-	718,160	440,288	4,608,820	-	-	5,767,268
	(4,567,268)	718,160	440,288	4,608,820	(1,200,000)	-	-
Total Estimated Revenues (Over) Under Appropriations	86	-	-	-	874,263	(235,000)	639,349

Summary of FY 2026 Capital Budget Requests - MAYOR APPROVED

Description	Acquisition Type	Total Request	Total Funded	Funding Source
Executive:				
Centennial Celebration for 2027 - 4 of 5 down payment	Purchase	50,000	50,000	General Fund
Public Safety:				
<u>Police</u>				
International Chiefs of Police Leadership Film Series	Purchase	13,125	13,125	General Fund
(8) Replacement Vehicles - Interceptors - Automatic Rotation- Dealership	Lease	467,664	110,000	General Fund
(8) Replacement Vehicles - Interceptors - Automatic Rotation Outfit	One Time	55,000	50,000	General Fund
Vehicle and Body Worn Cameras - One Time Cost	Purchase	121,215	121,215	General Fund
Vehicle and Body Worn Cameras - Annual Subscription	Purchase	145,000	145,000	General Fund
Subtotal		802,004	439,340	
<u>Court</u>				
Furniture/IT Equipment for New Courtroom	Purchase	50,000	45,000	General Fund
<u>Fire</u>				
Ford Interceptor, Replacement V#1820, Totaled	Purchase	89,900	75,000	General Fund
Repair Fire Station #4 Concrete Pad	Purchase	17,000	18,000	General Fund
Extractor and Dryer	Purchase	22,000	22,000	General Fund
Subtotal		128,900	115,000	
Public Works:				
<u>Solid Waste</u>				
31 yd Automated Loader - Garbage, Replacement, V#2150, 5 years	Lease	400,000	91,000	General Fund
Ford F350 with Par-Kan refuse Dumper	Purchase	100,000	91,000	General Fund
Subtotal		500,000	182,000	
<u>Street:</u>				
F450 Truck w/Dump Body, Replacement#1203, 19 years	Purchase	95,000	95,000	General Fund
<u>Mowing:</u>				
(2) Outfront Mowers - Automatic Rotation	Purchase	100,000	100,000	General Fund
<u>Mechanical Barn:</u>				
Roof Replacement	Purchase	165,000	165,000	General Fund
Fuel Tank System Replacement	Purchase	750,000	75,000	General Fund
Subtotal		915,000	240,000	
Recreation:				
Z Spray Stand on Sprayer	Purchase	21,000	21,000	General Fund
Maintenance Building - Trione Park	Purchase	200,000	100,000	General Fund
Retrofit Soccer Fields (2) to LED	Purchase	350,000	350,000	Lodging Tax Fund
Subtotal		571,000	471,000	
Finance/Human Resources:				
Used Vehicle, Replacement V#1138, 20 yrs	Purchase	30,000	29,500	General Fund
Engineering:				
ADNCR Stormwater Mapping Grant - Required Match	Purchase	50,000	50,000	General Fund
Senior Center:				
Used Vehicle for SAIL Deliveries	Purchase	29,999	30,000	General Fund
Library:				
Replacement of Carpet	Purchase	57,500	57,500	General Fund
Civic Center:				
Replace Arena Lights with LED	Purchase	14,065	14,065	General Fund
Electric Skyjack Scissor Lift, Replacement, 25 yrs	Purchase	18,000	18,000	General Fund
Subtotal		32,065	32,065	
Infrastructure:				
FY 26 Road Resurfacing	Purchase	1,250,000	1,000,000	General Fund
FY 26 Road Resurfacing			250,000	Ten Cent Gas Fund
FY 26 Sidewalk Plan	Purchase	250,000	250,000	Capital Reserve Fund
Lancaster Way Drainage Improvements	Purchase	1,000,000	250,000	Capital Reserve Fund
Subtotal		2,500,000	1,750,000	
Facilities:				
City Wide HVAC Replacements	Purchase	50,000	50,000	General Fund
Gator Boardwalk Handrail Replacement	Purchase	80,000	35,000	General Fund
Search & Rescue Building - Engineering Only	Purchase	250,000	25,000	General Fund
Lighting on Hwy 181	Purchase	250,000	250,000	General Fund
Nicholson Center Sign	Purchase	25,000	25,000	General Fund
Joe Louis Patrick Park - Covered Pavilion	Purchase	40,000	15,000	General Fund
Subtotal		695,000	400,000	
Total New Capital Requests:		6,606,468	4,086,405	

Summary of FY 2026 Capital Budget Requests - MAYOR APPROVED

Description	Acquisition Type	Total Request	Total Funded	Funding Source
		General Fund	2,986,405	
		Capital Reserve	500,000	
		Lodging Tax	350,000	
		Ten Cent Gas	250,000	
			<u>4,086,405</u>	

Summary of FY 2026 New Personnel Upgrade Requests

Description	Grade & Step	Increase Total Annual Salary	Total Annual Taxes and Benefits	One Time Costs	Increase Total Annual Cost	FUNDED	
						Hire Date	FY 2026 Cost
Police Department:							
Upgrade Patrol to Corporal	17 to 21	5,460	1,104		6,564		
Upgrade Patrol to Lietenant	17 to 27 Exempt	18,018	3,643		21,661		
Upgrade Telecommunicator II to Assistant Chief Telecommunicator	14 to 15	4,956	890		5,846		
Fire:							
Upgrade PT Fire Training Specialist to FT Training Specialist	PT to FT	35,500	25,972	9,000	70,472		
Paramedic Reclass:							
Upgrade (2) Fire Captains to (2) Fire Captain Medic	19 to 20	16,848	3,332	-	20,180		
Upgrade (6) Fire Lieutenants to (6) Fire Lieutenants Medic	16 to 17	47,174	9,331		56,505		
Upgrade (6) Fire Apparatus Engineer to (6) Fire App Eng Medic	14 to 15	42,120	8,331		50,451		
Human Resources:							
Upgrade HR Specialist I to Sr HR Specialist	16 to 20	5,100	887		5,987	10/2/2025	5,987
Elimination of HR Intern		(19,500)	(1,527)		(21,027)	10/2/2025	(21,027)
Revenue:							
Upgrade PT Admin Support I to Revenue Technician	5 to 11 and PT to FT	17,802	22,146		39,948	1/1/2026	29,961
Building Inspections:							
Upgrade PT Admin Support I to FT Admin Support II	5 to 7 and PT to FT	18,893	22,699		41,592	1/1/2026	31,194
Elimination of PW Intern		(23,400)	(1,816)		(25,216)	10/2/2025	(25,216)
Civic Center:							
Reclassify Event Supervisor	10 to 14	4,609	866		5,475		
IT:							
Upgrade IT Technician to IT Technician II	15 to 17	5,087	884		5,971		
Marketing:							
Upgrade PT Media Specialist to FT	PT to Full Time	14,655	11,359		26,014	1/1/2026	19,511
Senior Center:							
Upgrade PT Office Assistant to Full Time	PT to Full Time	13,960	21,641		35,601		
Upgrade Administrative Assistant I to Administrative Assistant II	5 to 7	3,637	701		4,338		
Public Works:							
Facilities							
Upgrade Facilities Manager	23 to 24	7,800	1,678		9,478		
Grounds/Mowing							
Upgrade Crew Leader to Supervisor	14 to 19	5,816	1,185		7,001	10/2/2025	7,001
Upgrade Grounds/Mowing I To Manager	6 to 23 Exempt	12,480	2,543		15,023	10/2/2025	15,023
Reduction in OT		(2,500)	(509)		(3,009)	10/2/2025	(3,009)
Combine Grounds and Mowing Department		-	-		-	10/2/2025	-
Streets							
Upgrade Streets Maint Worker II to Streets Manager	6 to 23 Exempt	10,980	2,238		13,218	10/2/2025	13,218
Reduction in OT		(2,500)	(509)		(3,009)	10/2/2025	(3,009)
Solid Waste							
Solid Waste Manager	23 to 24	8,293	1,941		10,234		
Environmental							
Elimination of Environmental Intern		(20,800)	(1,970)		(22,770)	10/2/2025	(22,770)
Total Personnel Costs - ALL FUNDS		230,488	137,040	9,000	376,528		46,864