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

1. CALL TO ORDER

A. ROLL CALL

B. INVOCATION - Reverend Thack Dyson, St. Paul's Episcopal Church

C. PLEDGE OF ALLEGIANCE - Webelos Den with Cub Scout Pack 321

2. PROCLAMATIONS/RECOGNITIONS

A. PROCLAMATION: Community Planning Month

B. PROCLAMATION: Fire Fighter Tommy Bozeman - Retirement

C. RECOGNITION: Library Board Members - Jewel Lawson, Kathi Alsip and Nancy Volovecky

3. APPROVE MINUTES

A. September 15, 2025 regular meeting and the September 29, 2025 special called meeting.

4. REPORTS OF STANDING COMMITTEES

A. FINANCE COMMITTEE - Phillips
Review the minutes from the September 15, 2025 meeting
Treasurer's Report for August 2025: Unrestricted Fund Balance - $31,023,115
Total Cash Balance - $46,990,596
Sales Tax for July 2025: $2,421,610.33; Lodging tax for July 2025: $189,070.79
Debt Summary - August 2025: Warrants - $28,151,132
Capital Leases: General Fund - $278,731; Enterprise Fund - $887,763

i. **MOTION** to authorize the Mayor to enter into an agreement with S. E. Civil Engineering & Surveying for the North Main Fire Station Drainage Design project design.

B. BUILDINGS & PROPERTY COMMITTEE- Goodlin

C. PUBLIC SAFETY COMMITTEE – Hughes

D. CODE ENFORCEMENT/ORDINANCE COMMITTEE - Olen

i. Review the minutes from the September 2, 2025 meeting.

E. PUBLIC WORKS COMMITTEE - Conaway

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS

A. BOARD OF ZONING ADJUSTMENTS - Adrienne Jones

B. DAPHNE PUBLIC SCHOOL COMMISSION - Conaway

C. DOWNTOWN REDEVELOPMENT AUTHORITY - Conaway

i. Review the minutes from the August 2025 meeting.

ii. **MOTION** to reappoint Daphne Robinson to the Downtown Redevelopment Authority for a four year term (October 2025 - October 2029).

iii. **MOTION** to appoint Adam Campbell to the Downtown Redevelopment Authority for a four year term (October 2025 - October 2029).

D. INDUSTRIAL DEVELOPMENT BOARD - Scott

E. LIBRARY BOARD - Goodlin

i. **MOTION** to appoint Kristin Koppen to the Library Board for a one year term (September 2025 - September 2026).

ii. **MOTION** to appoint Hollie LeJeune to the Library Board for a four year term (September 2025 - September 2029).

iii. **MOTION** to appoint Betsy Schneider to the Library Board for a four year term (September 2025 - September 2029).

F. PLANNING COMMISSION - Olen

i. Review the minutes from the August 28, 2025 meeting and the report from the September 25, 2025 meeting.

G. RECREATION BOARD - Hughes

i. **MOTION** to appoint Betsy Smith to the Recreation Board for a 5-year term from October 2025 - October 2030.

H. UTILITY BOARD - Coleman

i. Review the minutes from the August 27th meeting.

6. PUBLIC PARTICIPATION

7. MAYOR'S REPORT

8. CITY ATTORNEY REPORT

9. DEPARTMENT HEAD REPORTS

10. CITY CLERK'S REPORT

- **A. MOTION** to approve the Tent or Treat Halloween Event on October 31, 2025 from 5:30 - 7:30pm at Joe Louis Patrick Park.
- **B. MOTION** to approve the Donut Sale Fundraiser for the Daphne High School Air Force JROTC at the intersection of Eastern Shore Trail and Windsor Drive from 7:30am - 12:30pm on November 15, 2025, December 13, 2025, January 17, 2026, February 28, 2026, March 21, 2026 and April 25, 2026.

11. RESOLUTIONS

- **A. 2025 - 68 -** D2 - Bayfront Park Expansion and Improvement Plan - Bid Award: Triptek Construction LLC
- **B. 2025 - 69 -** ALDOT Agreement - Install Roadway Lighting on SR-181 from Saint Michaels Way to Austin/Corte Road
- **C. 2025 - 70 -** Resolution Authorizing the Issuance of a Municipal Sales and Use Tax Exemption Certificate for the Mobile Bay River Bridge & Bayway Project

12. 2nd READ ORDINANCES

13. 1st READ ORDINANCES

- **A. 2025 - 19 -** Ordinance Consenting to the Sale by the Utilities Board of the City of Daphne of Certain Surplus Personal Property

14. COUNCIL COMMENTS

15. EXECUTIVE SESSION

16. ADJOURN

CITY OF DAPHNE, ALABAMA

Proclamation

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and others places; and

WHEREAS, planners can help navigate this change with data-driven insights and expertise that provide better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning require public elected and appointed officials who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

WHEREAS, the American Planning Association endorses National Community Planning Month as an opportunity to highlight how planning is essential to every community, and how planners are uniquely positions to identify solutions to communities' most difficult housing, transportation, and land use questions, and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of appointed planning commission members who have contributed their time and expertise to the improvement of the City of Daphne; and

WHEREAS, we recognize the many valuable contributions made by the professional community and regional planners of the City of Daphne and extend our heartfelt thanks for the continued commitment to public service by these professionals.

NOW, THEREFORE; I, Robin LeJeune, as the Mayor of the City of Daphne, do hereby proclaim October 2025 as

Community Planning Month

in the City of Daphne in conjunction with the celebration of National Community Planning Month.

Robin LeJeune, Mayor

Candace G. Antinarella. MMC. City Clerk

CITY OF DAPHNE, ALABAMA

Proclamation

WHEREAS; Tommy Bozeman was hired on to the City of Daphne Fire Department in September 2000 as a Fire Fighter, where he would remain a vital member of the Daphne Fire Department for the next 25 years; and

WHEREAS; Before coming to the City of Daphne, Bozeman served as a volunteer fire fighter in multiple communities and cities since 1986, received his EMT license in 1991, worked with Daphne Search and Rescue as the boat Lieutenant, and has been involved in multiple historical events within the County; and

WHEREAS; Fire Fighter Bozeman was part of the original 13 paid fire fighters hired at the City of Daphne as well as a founding member of Daphne Fire Honor Guard; and

WHEREAS; Fire Fighter Bozeman received the Lifesaving Award for his actions when rescuing a child from drowning; and

WHEREAS; during his tenure with the Daphne Fire Department, Bozeman was a founding member of Baldwin County's All Hazards Task Force, was on the team who helped restore the City of Daphne's antique fire truck, and was a founding member of the Baldwin County Car Seat Program.

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

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, MMC, City Clerk

CITY OF
DAPHNE, ALABAMA

Appreciation

Be it here known that the City of Daphne recognizes

JEWEL LAWSON

for her nearly

SEVEN YEARS OF
VOLUNTEER SERVICE & VALUED LEADERSHIP

with the

DAPHNE PUBLIC LIBRARY
BOARD OF DIRECTORS.

I, Robin LeJeune, as the Mayor of the City of Daphne, Alabama,
along with the Daphne City Council,
do hereby deem it an honor and pleasure to extend
this Certificate of Appreciation on this 6th day of October 2025.

Robin LeJeune, Mayor

CITY OF
DAPHNE, ALABAMA

Appreciation

Be it here known that the City of Daphne recognizes

KATHI ALSIP

for her

10 YEARS OF
VOLUNTEER SERVICE & VALUED LEADERSHIP

with the

DAPHNE PUBLIC LIBRARY
BOARD OF DIRECTORS.

I, Robin LeJeune, as the Mayor of the City of Daphne, Alabama,
along with the Daphne City Council,
do hereby deem it an honor and pleasure to extend
this Certificate of Appreciation on this 6th day of October 2025.

CITY OF DAPHNE
OFFICE OF THE MAYOR
BALDWIN COUNTY ALABAMA

Robin LeJeune, Mayor

CITY OF
DAPHNE, ALABAMA

Appreciation

Be it here known that the City of Daphne recognizes

NANCY VOLOVECKY

for her

12 YEARS OF
VOLUNTEER SERVICE & VALUED LEADERSHIP

with the

DAPHNE PUBLIC LIBRARY
BOARD OF DIRECTORS.

I, Robin LeJeune, as the Mayor of the City of Daphne, Alabama,
along with the Daphne City Council,
do hereby deem it an honor and pleasure to extend
this Certificate of Appreciation on this 6th day of October 2025.

Robin LeJeune, Mayor

September 15, 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, Ron Scott, Ben Hughes, Joel Coleman and Angie Phillips

COUNCIL MEMBERS ABSENT: Doug Goodlin

Also Present: Candace Antinarella, City Clerk; Patrick Dungan, City Attorney; Mayor LeJeune; Chief Brian Gulsby, Police; Chief Tacon, Fire; Emmie Powell, Library; Troy Strunk, City Development; Andy Bobe, City Engineer; Charlie McDavid, Recreation; Ange Baggett, Marketing/Tourism; Adrienne Jones, Planning; Amber Lue, Junior City Councilmember; Maddie Barnes, Junior City Councilmember; Schuyler Smith, Junior City Councilmember; Isabella New, Junior City Councilmember; Lakyn Coggin, Junior City Councilmember; Emery Capstraw, Junior City Councilmember; and Jessica Linne, Assistant City Clerk.

INVOCATION/PLEDGE OF ALLEGIANCE:

Invocation was given by Pastor Wesley Jenkins, Destiny Church.

3. PRESENTATIONS:

RECOGNITION: Mayor LeJeune presented certificates of appreciation to Beautification Committee members: Mimi Boxx, Ann Hostrander and Emma Harris.

PROMOTION: Chief Tacon and Mayor LeJeune recognized Daphne Fire Fighter, Jason, Lewis, on his recent promotion to Apparatus Engineer.

PROCLAMATION: Mayor LeJeune presented a proclamation to the Daughters of the American' Revolution for *Constitution Week.*

4. EXECUTIVE SESSION:

City Attorney certified that the Council should enter into an Executive Session concerning matters of pending litigation. He said it should take 15-20 minutes and the Council would return to their meeting after.

City Clerk did a roll call vote.	
Councilwoman Conaway	Aye
Councilman Olen	Aye
Councilman Coleman	Aye
Councilman Goodlin	Absent
Councilman Hughes	Aye
Councilwoman Phillips	Aye
Council President Scott	Aye
MOTION CARRIED UNANIMOUSLY.	

Council entered into Executive Session at 6:15pm. Council returned from Executive Session at 6:31pm.

5. APPROVE THE MINUTES:

The minutes from the September 2, 2025 Special Called Meeting and the September 2, 2025 regular meeting were approved.

6. REPORT OF STANDING COMMITTEES:

A. FINANCE COMMITTEE
Councilwoman Phillips said the next meeting is October 20th at 4:30pm.

B. BUILDINGS & PROPERTY COMMITTEE
Councilman Goodlin was absent. Council President Scott said the minutes from the August meeting were in the packet.

C. PUBLIC SAFETY COMMITTEE
Councilman Hughes said the next meeting is October 13th at 4:30pm.

D. CODE ENFORCEMENT/ORDINANCE COMMITTEE
Councilman Olen said the next meeting is October 6th at 4:30pm.

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

7. REPORTS OF SPECIAL BOARDS & COMMISSIONS:

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

B. Daphne Public School Commission
Councilwoman Conaway said the next meeting will be September 22nd at Daphne High School 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 was absent.

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 November 12th at 6:00pm.

H. Utility Board
Councilman Coleman said the next meeting is September 24th at 5:00pm and the minutes from the July 30th meeting are in the packet.

8. PUBLIC PARTICIPATION:

Public participation opened at 6:35pm. No one came forward to speak.

Public participation closed at 6:35pm.

9. MAYOR'S REPORT:

Mayor LeJeune said the Milton Jones Road Extension starts next week. He invited everyone to Community Spirit Day on Saturday from 2:00 – 5:00pm and reminded everyone Brown Bag by the Bay is on Thursdays.

10. CITY ATTORNEY REPORT:

City Attorney said there was no report.

11. DEPARTMENT HEAD COMMENTS:

Chief Tacon, Fire, said Daphne Search and Rescue celebrated their 50th anniversary. She said the new engine arrives this week.

Ange Baggett, Marketing, said the Annual Black and White Ball will have their 25th anniversary soon and said the Sunset Concert Series is starting up.

Emmie Powell, Library, said September is Library Card sign-up month and that the bookmark contest is ongoing.

Bobby Purvis, Public Works, commended Josh Burkett and Daniel Alvarez for their work in the City.

12. CITY CLERK'S REPORT:

City Clerk said the Junior Council will have their meeting soon and the Municipal Run-Off is September 23rd.

MOTION by Councilman Hughes 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. Seconded by Councilman Coleman.
MOTION CARRIED UNANIMOUSLY.

13. 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

MOTION by Councilman Hughes to waive the reading of Resolution 2025-63. Seconded by Councilman Coleman.
MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Hughes to adopt Resolution 2025-63. Seconded by Councilman Coleman.
MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Hughes to waive the reading of Resolution 2025-64. Seconded by Councilman Coleman.
MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Coleman to adopt Resolution 2025-64. Seconded by Councilman Olen.
MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Hughes to waive the reading of Resolution 2025-65. Seconded by Councilwoman Conaway.
MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Hughes to adopt Resolution 2025-65. Seconded by Councilwoman Conaway.
MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Hughes to waive the reading of Resolution 2025-66. Seconded by Councilwoman Phillips.
MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Hughes to adopt Resolution 2025-66. Seconded by Councilwoman Phillips.
MOTION CARRIED UNANIMOUSLY.

14. 2ND READ ORDINANCES:

2025 – 17 – Ordinance Adopting the Fiscal Year 2026 Budget

MOTION by Councilwoman Phillips to waive the reading of Ordinance 2025-17. Seconded by Councilwoman Conaway.
MOTION CARRIED UNANIMOUSLY.

MOTION by Councilwoman Phillips to adopt Ordinance 2025-17. Seconded by Councilwoman Conaway.

MOTION by Councilman Olen to amend Ordinance 2025-17 to upgrade the Patrol Officer to Lieutenant as of January 1, 2026; reduce police department operating costs as follows: reduce patrol training-homeland security - $1,000, reduce patrol firearms - $5,000, reduce patrol k9 expense - $1,000, reduce CID equipment lease - $15,000; Upgrade part time fire training specialist to full time fire training specialist as of January 1, 2026; remove capital purchase of Ford Interceptor ($75,000); Increase Legislative Junior City Council - $4,500; decrease Legislative training - $1,500 and decrease Legislative Council training - $3,000. Seconded by Councilman Coleman.
MOTION TO AMEND ORDINANCE 2025-17 CARRIED UNANIMOUSLY.

MOTION TO ADOPT ORDINANCE 2025-17 AS AMENDED CARRIED UNANIMOUSLY.

15. 1ST READ ORDINANCES:

16. COUNCIL COMMENTS

Councilwoman Phillips thanked the Finance Director, City Staff and Mayor for working on the budget and encouraged everyone to pray for the Country.

Councilman Hughes congratulated Jason Lewis on his promotion and spoke on the animal shelter's "doggy day out" program.

Councilman Coleman spoke regarding the adopted city budget.

Councilman Olen thanked those who work on the budget.

Councilwoman Conaway thanked the Beautification Committee members and the Daughters' of the American Revolution for representing that evening.

Council President Scott encouraged others to attend Community Spirit Day.

Mayor LeJeune thanked all who worked on the budget and thanked the City Council for all their work.

17. ADJOURN:

THERE BEING NO FURTHER BUSINESS TO DISCUSS, COUNCIL ADJOURNED INTO EXECUTIVE SESSION AT 6:59PM.

Respectfully submitted by,

____
Candace G. Antinarella, MMC, City Clerk

Certification of Presiding Officer,

____
Ron Scott, Council President

September 29, 2025
SPECIAL CALLED CITY COUNCIL MEETING
REGULAR BUSINESS MEETING
1705 MAIN STREET
DAPHNE, AL
5:00 P.M.

1. CALL TO ORDER:

There being a quorum present Council President Ron Scott called the meeting to order at 5:00pm.

2. ROLL CALL:

COUNCIL MEMBERS PRESENT: Steve Olen, Joel Coleman, Ron Scott and Ben Hughes

COUNCIL MEMBERS ABSENT: Doug Goodlin, Tommie Conaway and Angie Phillips

Also Present: Candace Antinarella, City Clerk; Mayor LeJeune; Patrick Dungan, City Attorney; Kelli Reid, Finance; Troy Strunk, City Development; Emma Coleman, Junior Councilman; and Jessica Linne, Assistant City Clerk.

INVOCATION/PLEDGE OF ALLEGIANCE:

Invocation was given by Councilman Scott.

3. CANVASS VOTES OF MUNICIPAL ELECTION:

City Clerk presented the provisional ballots received from the September 23, 2025 runoff election.

MOTION by Councilman Coleman to update the runoff election results reflected in the provisional ballot numbers. Seconded by Councilman Olen.
MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Coleman to waive the reading of Resolution 2025-67. Seconded by Councilman Olen.
MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Coleman to adopt Resolution 2025-67. Seconded by Councilman Olen.
MOTION CARRIED UNANIMOUSLY.

4. ORDINANCE 2025-18:

Troy Strunk presented on *Ordinance 2025-18-An Ordinance to Levy a Local Excise Tax and Require Business Licenses for the Sale of Consumable Vapor Products in the Corporate Limits of the City of Daphne*. Council discussed the ordinance.

MOTION by Councilman Olen to suspend the rules in order to consider the adoption of Ordinance 2025-18. Seconded by Councilman Coleman.
City Clerk called a roll call vote.

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

MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Olen to waive the reading of Ordinance 2025-18. Seconded by Councilman Hughes.
MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Olen to adopt Ordinance 2025-18. Seconded by Councilman Hughes.
MOTION CARRIED UNANIMOUSLY.

5. <u>ADJOURN</u>

THERE BEING NO FURTHER BUSINESS TO DISCUSS, COUNCIL ADJOURNED AT 5:18PM.

Respectfully submitted by,

____
Candace G. Antinarella, MMC, City Clerk

Certification of Presiding Officer,

____
Ron Scott, Council President

CITY OF DAPHNE
FINANCE COMMITTEE MINUTES
MONDAY, SEPTEMBER 15, 2025 at 4:30 P.M.

1. CALL TO ORDER/ROLL CALL

The meeting was called to order at 4:30 p.m.
Present were:
Chairperson Mrs. Angie Phillips
Councilwoman Mrs. Tommie Conaway
Councilman Mr. Steve Olen
Councilman Mr. Joel Coleman
Councilman Mr. Ron Scott
Councilman Mr. Ben Hughes
Councilman Mr. Doug Goodlin

Also Present: Mayor Robin LeJeune, Finance Director Mrs. Kelli Reid, Accountant III Mrs. Suzânne Henson, Revenue Officer Mrs. Connie Champion, Mrs. Lisa White Finance Deputy Director, Human Resource Director Mrs. Vickie Hinman, Human Resources Deputy Director Mrs. Jensen Carrell , City Clerk Mrs. Candace Antinarella, Executive Director of City Development Mr. Troy Strunk, Fire Chief Ms. LeAnn Tacon, Director of Events and Marketing Mrs. Ange Baggett, Marketing Coordinator Mrs. Kara Wilbourn, Public Works Director Mr. Bobby Purvis, Public Works Deputy Director William Eringman, SW Supervisor Mr. Randy Jones, Community Development Director Mrs. Adrienne Jones, City Engineer Andy Bobe, and City Attorney Mr. Patrick Dungan.

Junior City Council – Schuyler Smith, Lakyn Coggin, and Dareon Maynard.

2. PUBLIC PARTICIPATION

There was no public participation.

3. APPROVE MINUTES FOR THE PREVIOUS MEETING

The previous meeting minutes were approved.

4. HUMAN RESOURCES BUSINESS

A. Update on Human Resources Department Activity

Mrs. Vickie Hinman reviewed the Human Resources Report:

- Current Open Positions – 11

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

5. BUSINESS LICENSE REPORT

A. Report: New Business Licenses – August, 2025

Mrs. Champion reviewed the following reports and information:

- Code enforcement issued 4 warnings resulting in businesses becoming compliant and $9,521.98 in revenue.
- New Businesses with a physical location in Daphne - 10
- Simplified Sellers Use Tax collections - $205,034.98 and YTD collections - $2,318,073.73.
- Total Business Licenses issued were 40 new and 22 renewals for a total of 62 in August 2025.

6. SALES & LODGING TAX REPORT

A. Sales and Use Taxes: July, 2025

Mrs. Henson reviewed the Sales & Use Tax Reports: $2,421,610.33 was collected for July, 2025 which was up $127,247.95 from July 2024's collections:

- YTD Variance over Budget - $1,857,969.64

B. Lodging Tax Collections, July, 2025

Mrs. Henson reviewed the Lodging Tax Collections Report and noted the collections for July, 2025 were $189,070.79 which is down ($2,249.11) from July 2024's collections.

- YTD Variance over Budget - $75,304.45
- Recreation balance for related purchases as of August, 2025 - $914,061.18
- Bayfront balance for related purchases as of August, 2025 - $1,546,456.76

C. Monthly Occupancy Fee Tax Collections, July, 2025

Mrs. Reid reviewed the Monthly Occupancy Fee Tax Collections Report: $52,112 was collected for July, 2025 which was up $3,294.50 from July 2024's collections:

- YTD Variance over Budget - $34,267.50
- Reserved balance for Occupancy Fee as of August, 2025- $502,525.50

Mr. Scott noted that the occupancy rate is up but collections are down. Mrs. Baggett noted that the hotel rates have decreased.

7. FINANCIAL SCHEDULES & REPORTS

A. Financial Reports

1. Treasurer's Report: August, 2025

Mrs. Reid reviewed the Treasurer's Report:

TREASURER'S REPORT
As of August 31, 2025

Account Type/Title	8/31/2025	7/31/2025	Increase (Decrease) from last Month	8/31/2024	Increase (Decrease) from Last Year
GENERAL FUND & ENTERPRISE FUNDS	$ 19,732,613	$ 21,768,021	$ (2,035,407)	$ 14,452,818	$ 5,279,795
INVESTMENT FUND	11,290,502	11,182,605	107,897	10,891,742	$ 398,760
Total Unrestricted Cash Balance	**31,023,115**	**32,950,625**	**(1,927,510)**	**25,344,560**	**5,678,555**
SPECIAL REVENUE FUNDS					
4 CENT GAS TAX	393,809	388,571	5,238	329,329	64,480
7 CENT GAS TAX	417,940	411,310	6,631	336,781	81,159
10 CENT GAS TAX	263,346	443,987	(180,641)	359,938	(96,592)
TREE & FLOWER	-	-	-	10,287	(10,287)
ANIMAL SHELTER FUND	136,945	137,964	(1,019)	269,431	(132,486)
MOBILE INFIRMARY BUILDING	96,241	89,317	6,924	94,232	2,009
FEDERAL DRUG FORFEITURES	101,798	140,131	(38,333)	312,516	(210,718)
LOCAL DRUG FORFEITURES	87,749	99,749	(12,000)	95,515	(7,766)
LIBRARY	84,670	87,874	(3,203)	74,504	10,166
COURT TRAINING & EQUIPMENT	41,881	42,578	(696)	42,175	(294)
COURT/CORRECTION	541,555	530,504	11,052	515,437	26,118
LODGING TAX	2,965,043	2,819,278	145,765	2,374,110	590,933
AGENCY FUNDS					
SELF INSURANCE	204,839	216,057	(11,218)	231,536	(26,697)
OPEB TRUST INVESTMENT FUND	1,982,267	1,954,814	27,453	1,618,840	363,427
	7,318,084	7,362,132	(44,048)	6,664,631	653,453
CAPITAL PROJECT FUNDS					
CAPITAL RESERVE	7,129,042	6,791,959	337,084	4,414,440	2,714,602
2023 CONSTRUCTION FUND	1,277,717	1,904,619	(626,902)	7,473,759	(6,196,042)
	8,406,760	8,696,578	(289,818)	11,888,199	(3,481,439)
DEBT SERVICE FUNDS					
DEBT SERVICE	242,637	(51,185)	293,822	205,070	37,567
Total Restricted Cash Balance	**15,967,481**	**16,007,525**	**(40,044)**	**18,757,900**	**(2,790,419)**
Total City Cash Balance	**$ 46,990,596**	**$ 48,958,150**	**$ (1,967,554)**	**$ 44,102,460**	**$ 2,888,136**
	Encumbrance Total as of		**8/31/2025**	**$ 165,259.04**	

2. Encumbrance Report

- Encumbrance balance - $165,259.04 as of August, 2025.

Mrs. Reid reviewed the Encumbrance Report and noted only a few line items are anticipated to be added for FY2025 but they should not stay on the report long.

3. Outstanding Appropriations

Mrs. Reid reviewed the Outstanding Appropriations report and noted the City Hall Roofing project started today and the new Fire truck will be delivered soon.

4. Financial Overview: Debt Summaries & Monthly Financial Statements

Mrs. Reid reviewed the following Financial Statements:

- Debt Summary Schedules (General & Enterprise Funds), August, 2025
    - Outstanding Warrant Balance as of August, 2025: $28,151,132
    - Outstanding Capital Lease Balance as of August, 2025:
        - General Fund: $278,731
        - Enterprise Fund: $887,763

- Overtime Report YTD

- Monthly Financial Statements, July 2025
    - General Fund YTD Budgetary Net Income: $5,322,449 which is more ($3,453,893) than the prior YTD net income.
    - Solid Waste Fund Transfers $20,553
    - Civic Center Fund Transfers $249,018

5. Summary of Budgetary Amendments

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

- Total Appropriations Year to Date – $3,475,877
- Adjusted Expenses over Revenue – ($3,472,872)

6. Unfunded Future Projects Expenditure Summary

Mrs. Reid reviewed the Unfunded Future Projects Expenditure Summary and noted that the Bayfront Park/ Amphitheater upgrades will be removed after the Appropriation request is approved and the Recreation Center project will be added soon.

B. **Bills Paid Reports – August, 2025**

The Bills Paid Report was previously presented electronically.

8. BIDS & APPROPRIATIONS *(Resolution)*

A. 2025-R-Hardwood Composite Materials - Negotiated

Mrs. Reid noted this Resolution is on the Council agenda for tonight's meeting. Mrs. Reid noted other composite plastic material was tested for repairs but did not work so a new material was needed for boardwalk repairs. The Mayor noted structurally a different type wood was needed. Mrs. Reid noted the bid was negotiated so the vendor would hold the bid contract through October 15, 2025. Mrs. Reid reviewed that an order would be placed after award for the hardwood composite material that is in stock then a second order would be placed for additional materials after year end with the new budget. Mr. Coleman asked what the life expectancy is for this product. Mr. Strunk answered the life is 25 years.

MOTION BY Mr. Scott to recommend to Council to award the negoiated 2025-R-Hardwood Composite Materials bid to Overseas Hardwoods Company for unity costs as bid. Seconded by Mrs. Conaway. MOTION CARRIED UNANIMOUSLY

9. SURPLUS

There were no surplus items discussed.

XI. NEW BUSINESS

A. ALDOT Agreement – Install Roadway Lighting on SR-181 from Saint Michaels Way to Austin/Corte Road.

Mrs. Reid reviewed the project and noted ALDOT has agreed to pay 50% of this project -$250,000. Mrs. Reid noted the City has budgeted $250,000 for this project in the FY2026 Budget. The Mayor noted this project will address some safety issues for this area..

MOTION BY Mr. Coleman to recommend to Council to adopt an Resolution authorizing the Mayor to enter into an agreement with ALDOT for the installation of Roadway Lighting on SR-181 from Saint Michaels Way to Austin/Corte Road. Seconded by Mr. Hughes.
MOTION CARRIED UNANIMOUSLY

10. OLD BUSINESS

A. Civil Engineering Proposal – North Main Street Fire Station Drainage Design

Mrs. Reid noted there is $250,000 included in the budget to go toward the drainage issue at North Main Street Fire Station. Mr. Strunk noted S. E. Civil Engineering is the firm that designed the previous drainage work done for this area so this project will piggyback onto the previous project. Mr. Hughes noted he was made aware of some previous drainage issues on Lancaster Road and ask if there were any concerns that this project may cause additional issues. Mr. Coleman asked about potential downstream drainage issues. Mr. Bobe noted this is the beginning of the design phase so more information will become available.

MOTION BY Mr. Scott to recommend to authorize the Mayor to enter into an agreement with S. E. Civil Engineering & Surveying for the North Main Fire Station Drainage Design project design. Seconded by Mr. Hughes.
MOTION CARRIED UNANIMOUSLY

B. FY2026 Budget

Mr. Olen discussed a potential motion he was going to make at the Council meeting addressing funding the Police Lieutenant's position effective 1/1/26 with that cost being offset by reductions in Police operating budget. Also, the Fire part-time position to be upgraded to Full-Time effective 1/1/26 with that cost being offset by removing the funding for the Ford Interceptor from their Capital budget request. Mr. Olen noted the Volunteer Fire Department has agreed to contribute to pay for the Ford Interceptor vehicle.

Mr. Coleman noted he was planning on making a motion at the Council meeting that the Junior Council budget be restored to previous year amounts by $3,000 coming out of Council's training budget and $1,500 out of City Clerk's training budget. Discussion continued on the importance of training the Junior Council.

11. ADJOURN The meeting adjourned at 5:08 p.m.

CODE ENFORCEMENT/ORDINANCE COMMITTEE MEETING
September 2, 2025, 4:30 p.m.
City Hall, Council Chamber
1705 Main Street, Daphne, AL 36526

MEETING MINUTES

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

ALSO PRESENT: Jay Ross, City Attorney; Christina Brazell, Code Enforcement; Alex Bischoff, Code Enforcement; Mayor LeJeune; Troy Strunk, City Development; Andy Bobe, City Engineer; Candace Antinarella, City Clerk; and Jessica Linne, Assistant City Clerk.

1) CALL MEETING TO ORDER / ROLL CALL

There being a quorum present Councilman Olen called the meeting to order at 4:31 p.m.

2) APPROVE MINUTES FROM THE August 4, 2025 Meeting

3) PUBLIC PARTICIPATION

Victoria Phelps, Worchester Drive, asked if there was any information regarding calls pertaining to short term rentals in the City.

4) ORDINANCE REVIEW/DISCUSSION

Troy presented on the speed limit ordinance and the request from Brookhaven neighborhood to change some speed limits in their neighborhood.

5) OTHER BUSINESS DEEMED NECESSARY

Councilman Scott asked the Council to consider acknowledging those Councilmembers who have worked on specifically getting projects funded.

City Clerk recognized Code Enforcement and all the work they've done during the election season.

6) NEXT MEETING

The next meeting is scheduled for Monday, October 6, 2025 at 4:30 p.m.

7) ADJOURN

There being no further business to discuss, the Council adjourned at 4:49pm.

Daphne Downtown Redevelopment Authority
Thursday, August 21, 2025

A. Call to Order – 5:30 p.m.
    a. Prayer/Pledge of Allegiance
    b. Member present roll Sheet / Greet Public Participants

Daphne Robinson, Chairman	Jason Goffinet, Member
Monica Kurth, Vice Chair	Laura Johnson, Member
Dayna Oldham, Treasurer (absent)	Steve Olen, City Councilman

Public: Maddie Barnes, Daphne High School Senior

    c. Approve minutes: Monica motions to approve the minutes as submitted, Jason seconds the motion, all approved, motion passes unanimously.

B. Public Participation
General introduction and welcome of Miss. Barnes who remained to observe meeting proceedings.

C. Treasurer Report
Daphne reports that the bank was able to renew the CD at 4% reinstating the initial interest rate.

D. City Council update
- Cigar shop requested deck repair stating minor damages due to the new building construction.
- Mayor requests DRA explore ways to soften the exterior of the new building suggesting a mural, members suggested ivy, wisteria or some greenery as a nod to the former park.
- Reminder that street re-pavement is in effect and will take place over the next few weeks
- Reminder to get out and vote on Tuesday in the local elections

E. Committee Progress Reports
    a. Website and Social Media Pages: Monica Kurth
        o Ahead of the Tuesday election, some healthy discussions pertaining to Main Street building construction were posted on social media. People are welcome and encouraged to attend DRA meetings which are posted and open to the public. Meeting minutes are also available.
    b. Directional signs: (Tabled) Dayna Oldham
    c. Lea Avenue Development: (Tabled) Daphne Robinson
    d. Main Street Development: Daphne Robinson
        o Roof shingles are being installed. Brick mortar mock-up shown, buff color agreed upon.
        o Interior pipes moved/ readjusted to provide additional height to maintain the aesthetic of grandeur and openness to the interior spaces
        o The building now has a "for lease" sign on the exterior
        o Book Montrose has submitted a rental projection for the 2nd floor apartment. Three Air B&B management companies are being considered as an alternative to long term rental.

Discussions as to the benefits of long term rental vs. vacation rental or extended stay property for 2nd floor residential space. The ability to bring in tourist to frequent the shops and highlight Daphne as a destination a main benefit to Air B&B the property. The long term rental benefit would be a consistent resident who would provide their own furnishings and pay for their own utilities. The Air B&B option has the potential to be more lucrative due to the weekly pricing structure as opposed to monthly.

Jason motions to proceed with renting out the 2nd floor residence as an Air B&B, Monica seconds the motion, all approved, motion passes unanimously.

F. New Business
    a. Shawn Mitchell submitted a resignation e-mail stating she is stepping down from the DRA due to work commitments

b. Next meeting: **September 18, 2025**
c. Adjourn

Adam Campbell

President

As president of 68 Ventures, Adam Campbell leads operations and serves as the single point of contact for all presidents of our operating companies within the 68V portfolio. His experience as a USMC jet pilot and working with one of the largest employers in the world in a highly competitive space makes him a valuable leader for our team.

Prior to joining 68 Ventures, Campbell spent his corporate career as an executive in both the public and private sectors focused on formulating long-term growth strategies. Campbell's experience includes managing national sales teams, directing and overseeing company marketing, developing and overseeing a national client retention strategy, managing public affairs and communication efforts, along with identifying and evaluating acquisition targets that would unlock strategic markets for the organization.

Campbell graduated Magna Cum Laude with a bachelor's degree from Monmouth University. He later went on to earn a Master of Business Administration, along with a Masters of Tourism Management, from Colorado State University. Campbell also has a Master Certificate in Six Sigma from Villanova University and is a Lean Six Sigma Black Belt.

Upon graduation from Monmouth University, Campbell entered the Marine Corps Officer Candidate School earning a commission upon completion. He spent the next 11 years as a Harrier Pilot and ultimately left the Marine Corps in 2015 at the rank of Major. Campbell was deployed to Kandahar, Afghanistan where he flew combat missions in support of Marines, Soldiers, and NATO forces throughout the Helmand Province.

Campbell enjoys spending time with his wife Melanie, along with their two daughters Kylie and Sydnie. He enjoys cooking, traveling, running, swimming, and playing sports with his daughters.

KRISTIN KOPPEN
Daphne, Alabama

Kristin has a B.A. and B.S. in French and History with minors in Secondary Education and Library Science and graduated cum laude from William Woods College, Fulton, Missouri. Her accomplishments included: holding key leadership roles in her sorority, Alpha Chi Omega and student government along with receiving one of five undergraduate summer internships by the Missouri Library Association.

Her volunteer roles have included:

- Serve on advisory board for Pearl Stone Partners, Alpha Chi Omega, Indianapolis, IN 2020-2028. PSP is the employment hub for fraternity chapter employees (house mothers, etc.). https://pearlstonepartners.org/
- Member of Impact 100 Baldwin County, AL 2018-present. Served on the board of directors as co-chair of Membership (2021-24) and in 2024 had the largest membership drive in our 17 year history. Currently serve on the membership committee and the Health and Wellness Focus Group. https://www.impact100baldwincounty.org/about.php
- Coal Ash Action Group (https://www.movetheash.com/), a grassroots organization committed to raising awareness and mobilizing effective actions that encourage officials at all levels of government to reject the current cap-in-place practices for coal ash disposal.
- Classroom volunteer at St. Michael Catholic High School, Fairhope, AL 2020-22 providing mock interviews and career coaching.
- Established the first board for the Pallottine Renewal Center, St. Louis, MO 2010-18 https://pallottinerenewal.org/) serving as a member for 8 years including Board Chair from 2015-18. The PRC is a retreat center for schools, organizations, corporate groups.

Her corporate career included thirteen years with Monsanto Company in human resources in Decatur, AL, Pensacola, FL and their corporate headquarters, St. Louis, MO from 1976-89. Her roles ranged from a generalist HR role in manufacturing, compensation analyst, HR supervisor in R&D and Recruiting Manager for Monsanto Agricultural Company. She was recruited to Boatmen's Trust Company (n.k.a. Bank of America) as vice president, human resources 1989-1993.

Kristin started her own executive search firm in 1993 headquartered in St. Louis. Starting as a sole proprietorship, she successfully acquired The Research Management Company, a Chicago-based search firm and later grew to a 20-member team with staff located in Chicago, Boston and Cleveland as the Koppen Group, L.L.C. Her firm served a wide range of clients including Fortune 100 to family-owned businesses in healthcare, higher education, banking and manufacturing and was certified as a WBE (https://www.wbenc.org/certification/). Her firm was selected for two large scale projects serving as the single source provider of recruiting services for salaried employees up to C-Suite for GKN Aerospace Services, St. Louis, MO and Steris Corporation, Mentor, OH. Kristin sold her firm to Jordan Search Consultants, St. Louis, MO and served as project lead for key projects for the Shirley Ryan Ability Lab in Chicago, IL and Southern Illinois University School of Medicine in Springfield, IL from 2012-2018.

Kristin retired in 2018. Kristin and her husband, Dale Emge, have lived in the area since 2010; but retired as full-time residents in 2017 to their current home in Daphne, Alabama. Dale and Kristin have three children and nine grandchildren and a black lab named, Holli.

Kristin Koppen
425 Village Drive
Daphne, AL 36526

Cell: 314.703.8203
Home: 251.264.2770
Email: kkoppen@koppengroup.com

Hollie A LeJeune

EXPERIENCE DATA

- Previous Co-Owner of Market by the Bay Seafood Fresh Market and Restaurants – Location Daphne and Fairhope
- Co-Owner of VHL Enterprises – Power Industry Technical Training Company
- Over 20 years' experience in the Banking Industry
- Have been a lover of books since I could hold one

PERSONAL DATA

Education –	Graduated Vigor High School in 1969 Attended: University of Mobile, and Louisiana State University
Family -	Born in Mobile, Alabama in 1950 – Grew up in North Mobile County, Alabama Married to Victor C LeJeune for 55 years – Two sons Chad and Robin and four beautiful grandchildren Lexi, Libby, Aidan and Xander and one great grandchild Eloise
Daphne Resident -	Moved to Daphne in 1995 from Lynchburg, Virginia

ADDRESS

126 Hope Drive
Daphne, Alabama 36526
Telephone: (251) 458-7565
E-Mail Address: holliealejeune@gmail.com

CONTACT NUMBER

(251) 786-8565 Cell

Betsy Schneider
1209 Lovett Lane
Daphne, AL 36526
bschneider62@gmail.com

Betsy Schneider has been a resident of Daphne for nearly ten years and is deeply invested in the well-being and growth of the community. Married and the proud parent of four children, she understands the vital role the public library plays in enriching the lives of families, fostering lifelong learning, and serving as an inclusive hub for the city.

She holds a bachelor's degree in psychology from the University of Alabama and an MBA from the University of South Alabama. Her professional background includes nearly 20 years as a medical practice manager and almost seven years serving the City as Municipal Operations Director. These roles honed her skills in leadership, strategic planning, and knowledge of the community—qualities that would bring great value to the Daphne Public Library Board.

In addition to her professional accomplishments, she is an active volunteer at the City of Daphne Animal Shelter, reflecting her dedication to community service. A lifelong reader, she has a deep appreciation for the transformative power of books and library services. While she now primarily enjoys borrowing eBooks and audiobooks through Libby, she remains a strong advocate for the library as a place where all community members can access resources, technology, and programs that inspire curiosity and connection.

Her blend of leadership experience, operational expertise, and genuine passion for the library's mission makes her a strong candidate to help guide and support the Daphne Public Library in meeting the needs of a growing community.

COMMUNITY DEVELOPMENT
INTERNAL MEMORANDUM

Daphne
ALABAMA

DATE: September 26, 2025

TO: Office of the City Clerk

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

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 August 28, 2025 and the report of the regular meeting of September 25, 2025 for placement on the October 6, 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 August 28, 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 5:08 p.m. The number of members present constitutes a quorum.

Call of Roll:

Members Present:

Kevin Spriggs, Secretary
Oliver Roberts
John Peterson, Vice Chairman
Andrew Prescott, Chairman
Lucy Watkins
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 July 24, 2025 regular meeting minutes presented by staff. There being none, minutes stand approved as submitted.

Public Participation:

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

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

Old Business:

The Chairman stated that the Oak Grove Estates Master Plan Amendment has been tabled at the request of the applicant until the regular meeting of September 25, 2025.

The Chairman called for the next order of business: 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.

An introductory presentation was given by the agent, Haymes Snedeker. He provided a summary of the waiver request as presented on the meeting agenda.

Mr. Snedeker stated the approved four-lot subdivision presented restrictions which prohibited the improvement of the required four hundred of right-of-way and met with staff to discuss a solution. Staff agreed with: the proposed reduction in density to two-lots; to widen the flag lot access for a fire road; install a water line and fire hydrant; and provide calculations at the time of construction to comply with individual stormwater detention requirements.

The Chairman asked about staff comments. Mr. Olen asked for clarification that both staff and the Fire Marshal comments had been addressed. Staff concurred.

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

A motion was made by Mr. Spriggs and seconded by Mr. Johnson to approve the Section 11-6 request to waive the widening of the right-of-way of Schiefflin Lane. There was no discussion on the motion. The motion carried unanimously.

New Business:

The Chairman called for the next order of business: PTAC Companies Office Building Planning Commission Approval and Site Plan Review.

An introductory presentation was given by the agent, Chris Lieb. He provided a summary of the request for Planning Commission Approval and site plan review as presented on the meeting agenda. The development consists of proposed three-story building consisting of a restaurant and office space, parking, underground detention, access, landscaping and the required buffers.

Mr. Johnson commented that the square footage of the restaurant is approximately half of the first floor. Mrs. Jones stated that the applicant's approval is based on the use not the square footage, unless it's set as a condition of Planning Commission Approval.

Mr. Olen asked for clarification on the use that requires approval and about parking. Mrs. Jones commented restaurant because venue was removed. Mr. Lieb stated that the owner proposed to use Shore Oaks, 1539 U.S. Highway 98, as the overflow parking.

Mr. Spriggs stated that the owner's business model is not our purview. We must determine if the use is appropriate.

Mr. Olen commented that the parking solution is not acceptable.

Mr. Peterson asked about the parking and zoning requirements. Mr. Lieb advised that thirty-seven spaces are required and fifty have been provided.

Mr. Johnson questioned whether the signage requirement applied to Planning Commission Approval or site plan review.

Mrs. Jones stated that for site plan review that the signage requirement notes receipt of notification.

Mr. Peterson asked the location of the outfall of the underground detention. Mr. Bobe responded that it is located in the center of the parking lot and drains to the northeast.

Mrs. Jones stated the ordinance provided is the ordinance for the adopted the B-1(a)zoning by the City Council; each section lists the uses permitted by right and Planning Commission Approval, and those permitted by a Special Exception granted by the Board of Zoning Adjustment. She explained if the proposed use is not a restaurant, then the site plan must comply with the uses allowed by right in a B-1(a) zone. She gave an overview of the Olde Towne Daphne District adopted in 2002 and stated that both the parking requirements and maximum building height of fifty feet for a commercial use are the same as originally adopted. She mentioned that the current version of Article 14 states that a sign shall be posted fifteen days prior to the meeting and staff posted the sign on August 18 which does not meet the requirement of the ordinance. In 2022, the Planning Commission made a recommendation and the City Council adopted an ordinance of which we intended to remove all references to the placement of signs on a property regarding site plan review. She stated a resident asked if the Planning Commission will table the application because of the sign requirement and advised that is at the discretion of the Planning Commission. She also clarified that requirement only applies to site plan review, not Planning Commission Approval. She advised that a compilation was distributed of the one hundred and eighteen emails received from residents in opposition to the project.

The Chairman opened the floor for public hearing regarding Planning Commission Approval of a restaurant in a B-1(a) zone.

Jonathan Tillman, 808 Van Avenue, spoke in opposition, to express his concerns about traffic, parking, safety and stated that the proposal is not conducive to the residential development.

Dan Johnson, 1401 Main Street, spoke in opposition, to express his concerns about parking, signage and stated that Article 14-4 of the Land Use Ordinance is outdated.

Gerry Goffinet, 505 Potters Mill, spoke in opposition, stated that he is strongly opposed to the proposed building because it is not appropriate for this location.

Chris Frances, 1214 Captain O'Neal, spoke in opposition, to express his concerns that the site plan does not comply with the Land Use Ordinance with regard to preservation of significant trees, green space and overflow parking.

Patricia Williams, 912 Van Avenue, Apt. #512, spoke in opposition, to express his concerns about traffic, parking, and the safety of the children that attend Christ the King School.

Todd Putnam, owner of Champy's, 1408 Main Street, spoke in opposition, to express his concerns about insufficient parking.

John Hart, 115 Durnford Hill Court, spoke in opposition, to express his concerns about a walkable community, emergency vehicle access and noted that traffic should warrant a traffic impact study.

Tom Walker, 707 McAdams, spoke in opposition, to express his concerns about the height of the building, parking requirements and stated that Article 14-4 of the Land Use Ordinance is outdated.

Zachary Hatcher, 710 Delachase Court, spoke in opposition, to express his concerns about privacy, welfare, lighting, noise, parking, safety and stated that the proposal is not conducive to the residential development.

Stephanie Tillman, 808 Van Avenue, spoke in opposition, to express his concerns about traffic, parking, safety and stated that the proposal is not conducive to the residential development.

Scott Hartwell, 715 Delachase Court, spoke in opposition, to express his concerns about the noise and the music that will be at this location.

Nancy Goffinet, 505 Potters Mill, spoke in opposition, stated that she is strongly opposed to the venue because of drinking and traffic.

Daniel Tillman, 8663 Daintree Court, spoke in opposition on behalf of Jonathan Tillman, and stated that we do not want this type of development in downtown Daphne.

Pamela Johansen, 902 Van Avenue, spoke in opposition, to express her concerns about the size of the proposed three-story building would overshadow the existing residential homes, change the streetscape and ultimately diminish the very character of which resident and visitor love about this area.

Robert Dyer, 905 Halls Lane, spoke in opposition, to express his concerns about how deliveries will be made during construction.

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

Mr. Lieb advised that the plan revision includes the widening the sidewalk, the addition of a crosswalk, widening the driveway for the fire department and preserving the significant trees on the south side of the property.

Jordan Watkins, 1010 Captain O'Neal and the owner/developer of PTAC, stated the fact that everyone here is passionate about our community is encouraging.

Mr. Watkins stated as a resident which will work here, he would not do anything to deteriorate the fabric of Olde Towne Daphne. He commented that we purchased the property with the understanding of the uses allowed in that zone, and we have met those ordinances accordingly. Also, if we are not unable to build a restaurant as proposed tonight and our choices as articulated are a retail center, laundromat, dry cleaner or a number of other uses allowed in B-1(a).

Mr. Olen commented that he is opposed to the building, strongly opposed to the restaurant and resent the threat that you just made.

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 grant Planning Commission Approval to PTAC Companies Office Building. There was no discussion. The motion carried. Mr. Olen dissented.

Mr. Spriggs questioned whether the Commission could act on the site plan.

Mr. Dungan stated that it was the intent to remove the signage requirement language in Article 14. Mrs. Jones advised that it is appropriate to table the site plan to the next regular meeting to meet the advertisement requirements of a site plan.

A motion was made by Mr. Spriggs and seconded by Mr. Peterson to table the PTAC Companies Office Building site plan review until the regular meeting of September 25, 2025. There was no discussion on the motion. The motion carried. Mr. Olen dissented.

The Chairman called for the next order of business: Annexation and Petition for Street Acceptance of Parker Lane.

Mr. Bobe provided an overview of a request for the annexation and petition for street acceptance of Parker Lane, an existing right of way, located due southeast of the intersection of Rosedown Lane and County Road 13. He stated that the right-of-way has been improved and accepted by Baldwin County and recommends acceptance.

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

A motion was made by Mr. Peterson and seconded by Mr. Johnson to set forth a favorable recommendation to City Council for the annexation and street acceptance of Parker Lane. There was no discussion. The motion carried unanimously.

The Chairman called for the next order of business: Street Acceptance of Lavender Lane.

Mr. Bobe provided an overview of a request for street acceptance 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.

He stated that the new portion of the right-of-way has been improved by the City and recommends acceptance.

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

A motion was made by Mr. Peterson and seconded by Mr. Spriggs to set forth a favorable recommendation to City Council for the street acceptance of the new portion of Lavender Lane. There was no discussion. The motion carried unanimously.

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

Mr. Dungan stated no report.

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 September 17th and the Regular Meeting is September 25, 2025.

Mrs. Jones asked the members for a motion to confirm that they wish for public participation to remain in its current position on the meeting agenda.

A motion was made by Mr. Olen and seconded by Mr. Johnson to move public participation to the top of the agenda. There was no discussion. The motion carried unanimously.

There being no further business, the meeting was adjourned at 6:31 p.m.

Respectfully submitted by:

Jan Vallecillo, Planning Coordinator

Approved: September 25, 2025

Andrew Prescott, Chairman

Report

Adx

1. **CALL TO ORDER**: 5:00 p.m.

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

3. **APPROVAL OF MINUTES**: Review of minutes of the regular meeting of August 28, 2025. **(Approved)**

4. **PUBLIC PARTICIPATION**: Comments presented regarding PTAC Companies Office Building (see minutes).

5. **OLD BUSINESS**:

   A. **PTAC COMPANIES OFFICE BUILDING SITE PLAN REVIEW**:

      1. **File SP25-09:** **(Approved)**

         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. **OAK GROVE ESTATES MASTER PLAN AMENDMENT**:

      1. **File MPA25-01:** **(Withdrawn at the request of the applicant)**

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

6. **NEW BUSINESS**:

   A. **SABAL AT FISH RIVER MASTER PLAN REVIEW, MODIFICATION TO THE WETLAND BUFFER REQUIREMENT, AND SABAL AT FISH RIVER, PHASE 1 PRELIMINARY PLAT**:

      1. **File MPR25-04:** **(Tabled until the regular meeting of October 23, 2025)**

         Presentation to be given by Austin Lutz, Engineering Design Group, requesting master plan revision of Sabal at Fish River Subdivision.

      2. **File AP25-11:** **(Tabled until the regular meeting of October 23, 2025)**

         Request for modification to the wetland buffer requirement.

      3. **File SDP25-12:** **(Tabled until the regular meeting of October 23, 2025)**

         Subdivision: **Sabal at Fish River, Phase 1**

         Zoning*:** ***PUD, Planned Unit Development
         Location: Five hundred feet northeast of the intersection of County Road 64 and Dixon Lane
         Area: 190.78 Acres ±, 215 single family residential lots
         Owner: East Fish River, LLC - Richard Inge
         Developer: Gaskin Banks, LLC - Todd Malphrus
         Surveyor: Engineering Design Group - Craig Johnson
         Engineer: Engineering Design Group - Austin Lutz

B. **ELECTION OF 2025-2026 OFFICERS:** Andrew Prescott, Chairman, John Peterson, Vice Chairman, and Kevin Spriggs, Secretary.

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

8. **COMMISSIONER'S COMMENTS:** Mr. Peterson inquired about a franchise agreement with Baldwin County Sewer Service and the City of Daphne. Mr. Dungan confirmed that an agreement is in place.

9. **DIRECTOR'S COMMENTS:** Director congratulated Oliver Roberts on becoming a council member and wished Steve Olen Happy Birthday. She presented the upcoming meeting dates. Site Preview is October 15th and the Regular Meeting is October 23, 2025.

10. **ADJOURNMENT:** 5:47 p.m.

BETSY ROLLINS SMITH, EdD

Daphne, Alabama 36526 • 251-402-0293 • brs1066@earthlink.net

Career Summary

Accomplished, resourceful academic administrator with over 25 years experience in sports governance and higher education. Experience in business and project development/management. Recognized ability to generate revenue for employer through both domestic and international avenues. Known for interpersonal and organizational attributes that contribute to the ability to form/sustain strategic and mutually beneficial alliances, producing efficiency and profitability. Expert at facilitating corporate direction and meeting program goals. Executive demeanor and possesses excellent critical thinking skills. Blended career of academics and sport is complemented by professional certifications and relevant, advanced, formal education.

Key Skills

Project/Program Development	Sustainable Revenue Generation	Creative Marketing
Research/Analysis	Problem Solving	Teaching/Training
Strategic Planning	Team Building/Managing	
Client Relations/Persuasive Skills	Curricular Development/Implementation	

PROFESSIONAL EXPERIENCE

SOUTH ALABAMA YMCA ADVISORY BOARD - CHAIR 2020-

SOUTH ALABAMA YMCA METRO BOARD - SECRETARY 2019-

UNITED STATES SPORTS ACADEMY – DAPHNE, AL 2003–2013

Associate Dean of Continuing Education 2004–2013

- **Administered and managed** continuing education programs, including online courses, articulation agreements, 2 + 2 programs, career and educational fairs, and cooperative international programs. **RESULT**: increased average year-over-year revenue 33% annually.
- **Developed and packaged** online instruction for military personnel. **RESULT**: captured additional revenue ($100,000) through developing and managing instructional programs for military and others.
- **Collaborated** with representatives of other organizations and institutions to provide CEU credit. **RESULT**: created additional revenue streams, leading to annual contract renewals.
- **Established** strategic alliances with professional sport organizations, governing bodies, colleges, and fitness organizations. **RESULT**: expanded program development.
- **Oversaw** departmental staff, provided staff training, assigned faculty loads, assisted Dean of Academic Affairs with various projects, taught online/onsite courses. **RESULT**: increased productivity and staff effectiveness 90%.
- **Planned and hosted** study tours for international clients. **RESULT**: produced $70,000 (per tour) in annual revenue. Facilitated continued contract renewal.
- **Managed and coordinated** $5 million international teaching project in Malaysia. **RESULT**: program was delivered on time and on budget.
- **Prepared** curricula for international instruction, spearheaded efforts to upgrade course materials, conducted review of teacher training methods. **RESULT**: led to annual review of international programs ensuring materials were current. Facilitated contract renewal.

Director of Exercise/Sport Science 2002–2004

Special project assignment in the Kingdom of Bahrain/Ministry of Education. Project goals: design new battery of fitness tests, implement interscholastic sport programs, revise physical education curriculum, introduce sports medicine programs for the government schools.

- **Developed** new fitness tests and conducted PE teacher training. **RESULT**: tests adopted by the Ministry of Education for use in the government schools.
- **Evaluated** 60,000 students and reported on a sample of 30,000. Client satisfied with sample size and on-time project completion. **RESULT**: project completed 3 months ahead of schedule, cut staff time 50%.

DEERING BAY YACHT & COUNTRY CLUB – CORAL GABLES, FL 2000–2002

Director of Tennis

- **Planned/implemented** all tennis-related programs, including private/group lessons, social events, junior camps. **RESULT**: increased lesson revenue 30% over 2-yr. period and created the need to hire 2 additional teaching pros.

Accepted by:

Chairman, Daphne Utilities

DAPHNE UTILITIES
WATER • NATURAL GAS • SEWER

APPROVED MINUTES

Utilities Board Meeting

Jubilee Conference Room, Daphne City Hall ◈ August 27, 2025 ◈ 5:00 p.m.

I. Call to Order

The regular August 2025 Board meeting for the Utilities Board of the City of Daphne was held on August 27, 2025, in the Jubilee Conference Room 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:	Tony Hoffman – 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:	Jerry Speegle – Board Attorney

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 July 30, 2025

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

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

V. OLD BUSINESS –

A. None

VI. NEW BUSINESS –

A. Proposed FY 25/26 Budget and Capital Improvement Plan (Board Action – MOTION to Approve)

CEO/General Manager Scott Polk recapped the submitted budget and capital improvement plan presented at the previous budget work session. He noted the only change indicated in the submitted budget versus what was discussed was the raising the natural gas minimums reflected in the revenue, additionally the revised pay plan which adds the cost-of-living increase 2% as the standard pay scale as approved from last year and one additional one part-time employee.

> *MOTION by Mr. Tim Patton to approve the Proposed FY25/26 Budget and Capital Improvement Plan as submitted; the Motion was seconded by Mr. Billy Mayhand.*
>
> AYE: ***Coleman, Mayhand, Patton, Vaughn*** NAY: ABSENT: ***LeJeune*** ABSTAIN: **MOTION CARRIED**

B. Recommendation for Bid Award – GOMESA Permanent Bypass Pumps for Various Sewer Lift Stations (Volkert Project No. 408279) (Board Action – MOTION to Approve)

Volker's Melinda Immel briefed the Board and answered questions regarding this bid project.

> *MOTION by Mr. Tim Patton to award the GOMESA Permanent Bypass Pumps for Various Sewer Lift Stations (Volkert Project No. 408279) project to Kelley's Welding & Excavation for a total bid amount of $1,109,272.84; the Motion was seconded by Mr. Billy Mayhand.*
>
> AYE: ***Coleman, Mayhand, Patton, Vaughn*** NAY: ABSENT: ***LeJeune*** ABSTAIN: **MOTION CARRIED**

VII. BOARD ATTORNEY'S REPORT

Mr. Tony Hoffman reported that the deposition was taken and moving forward towards a trial date.

VIII. FINANCIAL REPORT

Finance Manager Lexus Carlee reviewed for the Board: the increase in total assets while a decrease in cash and an increase in the CIP reflected an overlap in the SRF reimbursement and should level out by the end of the fiscal year or early into the next; the increase in inventory for the month due to delivery of several large orders; the total net income expected to come down due to large invoices being received. She concluded by highlighting some large monthly cash payments and answered questions.

GENERAL MANAGER'S REPORT

A. GM Report

CEO/GM Scott Polk informed the Board regarding: the CR64/Pollard Road intersection project completion is soon, however the interconnect between Daphne Utilities and Belforest is buried under pavement and the City of Daphne and city engineer have been contacted advising they will contact the contractor to correct; meeting with Krebs Engineering to discuss notes related to the WRF project; the project on Maxwell Avenue is 2/3 complete with only one customer disruption; a test well had been drilled behind the Trojan Treatment plant with promising results.

He advised that he had recently been contacted by EMA requesting updates regarding grants that were submitted for Hurricane Sally and we are responding to their requests. He then notified the Board of a situation of a local septic system company that may be illegally dumping into the Daphne Utilities' system and we are contemplating a best method of moving forward because we do not have legal accessibility to enter their property to determine what they are doing and possibly have ADEM get involved.

Chief Communications Officer Samantha Coppels had nothing to add to her report but pointed out upcoming events and thanked the Board for passing the budget so a new grill trailer can be purchased.

B. Operations Report

Chief Operations Officer Alex Godfrey had nothing further to add but updated the Board on the demolition of the 6th Street tank.

C. Engineering & Consulting Reports

IX. BOARD ACTION – previously addressed.

X. PUBLIC PARTICIPATION – At 5:25 pm, Chairwoman Vaughn opened and closed public participation noting that there was no involvement.

Rob Vaughn with Krebs Engineering introduced himself to the Board and expressed his appreciation for the opportunity to be working with Daphne Utilities.

XI. BOARD COMMENTS –

Councilman Joel Coleman had no comment.

Mr. Billy Mayhand had no comment.

Mr. Tim Patton recognized the AWPCA award to the WRF.

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 5:27pm.

Preceding minutes submitted to the Daphne Utilities Board by:

Lori Wilson

Lori Wilson, Executive Assistant, Daphne Utilities

City of Daphne
Event Permit Application

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

APPLICANT & ORGANIZATION INFORMATION

ORGANIZATION NAME: COMMUNITY EVENT

APPLICANT NAME: JEWEL LAWSON

STREET: 1001 JOHNSON RD. CITY, STATE, ZIP: DAPHNE, AL 36526

CONTACT PHONE: 251-421-3525 EMAIL: jbldaphal@aol.com

"ON SITE" CONTACT PERSON DAY OF EVENT: JEWEL LAWSON

CELL PHONE: 251-421-3525 EMAIL: jbldaphal@aol.com

EVENT INFORMATION

EVENT NAME: TENT OR TREAT

TYPE OF/PURPOSE OF EVENT: HALLOWEN EVENT FOR CHILDREN

EVENT DATE: 10/31/25 TIME (START- END): 5:30 -7:30PM

ASSEMBLY TIME: 4:30 # PARTICIPANTS/VEHICLES: 200 PEOPLE

EVENT LOCATION: JOE LOUIS PATRICK PARK 1401 JOHNSON RD. DAPHNE, AL

FULL DESCRIPTION OF EVENT (PLEASE LIST ANY TENTS, STAGING, PORT-O-LETS, OR SIMILAR ITEMS THAT WILL BE USED ON-SITE): THIS EVENT PROVIDES A SAFE AREA FOR CHILDREN TO TRICK OR TREAT THE NAME " TENT OR TREAT" IS USED BECAUSE DECORATED TENTS ARE SAT UP ON THE BALL FIELD AND CHILDREN WALK FROM TENT TO TENT TO RECIEVE TREATS. LAST YEAR WE HAD 27 TENTS. THIS YEAR WE ARE EXPECTING 30 TENTS .

SPECIAL REQUESTS

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

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

6 BARRICADES

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

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

OTHER SPECIAL ITEMS FOR RENT:

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

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

OTHER SPECIAL REQUESTS: ____

____

MARKETING & COMMUNICATIONS

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

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

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

NAME: ____________________ CONTACT PHONE: ____________________

OTHER MARKETING REQUESTS: ____

____

REVENUE/BUSINESS LICENSE

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

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

INDEMNITY & HOLD HARMLESS AGREEMENT

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

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

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

APPLICANT SIGNATURE: Jewel Lawson DATE: 09/17/25

INTERNAL USE ONLY

DATE REC'D: 09/17/25	CITY CLERK:
FIRE DEPT: [signature]	APPROVED ROUTE: N/A
POLICE DEPT: [signature]	ROUTE MAP ATTACHED: ☐ Yes ☐ No
PUBLIC WORKS: [signature]	
SPORTS & RECREATION: [signature]	EVENT FEE: ☐ Paid $ CHK#
MARKETING & EVENTS: Angie Bagsall	☐ Waived:
** REVENUE:	PROOF OF INSURANCE REC'D: ☐ Yes ☐ No

City of Daphne
Event Permit Application

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

APPLICANT & ORGANIZATION INFORMATION

ORGANIZATION NAME: Daphne H.S. Air Force JROTC

APPLICANT NAME: Lt Col (Ret) Scott Lamont

STREET: 9300 Champions Way CITY, STATE, ZIP: Daphne, AL 36526

CONTACT PHONE: 251-626-0096 EMAIL: slamont@bcbe.org

"ON SITE" CONTACT PERSON DAY OF EVENT: Lt Col (Ret) Scott Lamont

CELL PHONE: 210-326-2176 EMAIL: slamont@bcbe.org

EVENT INFORMATION

EVENT NAME: Donut Sale Fundraiser for Air Force JROTC

TYPE OF/PURPOSE OF EVENT: Fundraiser for Daphne H.S. JROTC Program

EVENT DATE: ______ TIME (START- END): 7:30am - 12:30pm

ASSEMBLY TIME: 7:00 am # PARTICIPANTS/VEHICLES: Approx 15

EVENT LOCATION: Intersection of Eastern Shore Trail & Windsor Dr.

FULL DESCRIPTION OF EVENT (PLEASE LIST ANY TENTS, STAGING, PORT-O-LETS, OR SIMILAR ITEMS THAT WILL BE USED ON-SITE): No special requirements. Cadets will be selling donuts at the above location. Cadets will be supervised by either Daphne H.S. JROTC staff or another adult. Safety vests will be worn. Requesting permit to cover all of our donut sales for the remainder of the school year: 11/15/2025, 12/13/2025, 1/17/2026, 2/28/2026, 3/21/2026, 4/25/2026

SPECIAL REQUESTS

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

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

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

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

OTHER SPECIAL ITEMS FOR RENT:

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

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

OTHER SPECIAL REQUESTS: None

MARKETING & COMMUNICATIONS

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

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

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

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

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

NAME: ___________ CONTACT PHONE: ___________

OTHER MARKETING REQUESTS: ___________

REVENUE/BUSINESS LICENSE

WILL SALES BE GENERATED AT YOUR EVENT: ☑ Yes** ☐ No ** If Yes, please provide your City of Daphne Business License Number here: Sales, but not for profit. Fundraiser

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

INDEMNITY & HOLD HARMLESS AGREEMENT

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

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

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

APPLICANT SIGNATURE: [illegible] DATE: 18 Sep 2025

INTERNAL USE ONLY

DATE REC'D: 9-18-2025	CITY CLERK:
FIRE DEPT: [illegible]	APPROVED ROUTE: N/A
POLICE DEPT: [illegible]	ROUTE MAP ATTACHED: ☐ Yes ☐ No
PUBLIC WORKS: [illegible]	
SPORTS & RECREATION: [illegible]	EVENT FEE: ☐ Paid $ CHK#
MARKETING & EVENTS: [illegible]	☐ Waived:
** REVENUE:	PROOF OF INSURANCE REC'D: ☐ Yes ☐ No

CITY OF DAPHNE, ALABAMA
RESOLUTION 2025-68

2025-D2-BAYFRONT PARK EXPANSION AND IMPROVEMENT PLAN

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

WHEREAS, The City of Daphne acknowledges that the cost for the Bayfront Park Expansion and Improvement Plan will exceed this amount; and

WHEREAS, five bids were received for the Bayfront Park Expansion and Improvement Plan; and

WHEREAS, Staff has reviewed the bids for the Bayfront Park Expansion and Improvement Plan and determined that the bid from the lowest responsive and responsible bidder as presented is reasonable; and

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

WHEREAS, Staff recommends the bid be awarded to Triptek Construction LLC to include the Base Bid and Add Alt amount of $13,436,425.50

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

1. The City Accept the bid of Triptek Construction LLC for the Base Bid ($11,208,000) and Add Alternate ($2,228,425.50) in the amount of **$13,436,425.50** as the lowest responsive and responsible bidder for BID SPECIFICATION NO: 2025-D2-BAYFRONT PARK EXPANSION AND IMPROVEMENT PLAN. This approval shall be deemed retroactive to September 15, 2025, the date on which the City Council authorized the appropriation for this project, and any and all actions heretofore taken by the Mayor, City staff, or their designees in connection with the award of the bid are hereby ratified and confirmed.
2. The Mayor is hereby authorized and directed to do or perform or cause to be done or performed in the name of and behalf of the City such other acts, and to execute, deliver, file and record such other instruments, documents, certificates, notifications and related documents, all as shall be required by law or necessary or desirable to carry out the provisions and purposes of this resolution.

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

____
Robin LeJeune, Mayor

ATTEST:

____
Candace G. Antinarella MMC, City Clerk

CITY OF DAPHNE, ALABAMA
RESOLUTION 2025-69

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE ALABAMA DEPARTMENT OF TRANSPORTION FOR THE INSTALLATION OF ROADWAY LIGHTING ON SR-181 FROM SAINT MICHAELS WAY TO AUSTIN/CORTE

WHEREAS, that the City of Daphne enter into an agreement with State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

> **Install roadway lighting on SR-181 from Saint Michaels Way to Austin/Corte Roads; Project #ST-002-999-013; CPMS Ref #100080879.**

WHEREAS, which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that under completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS ________day of ______________, 2025.

CITY OF DAPHNE, ALABAMA

____
Robin LeJeune, Mayor

ATTEST:

____
Candace G. Antinarella, MMC, City Clerk

I, the undersigned qualified and acting City Clerk, of the City of Daphne, Alabama, do hereby certify that the above foregoing is a true copy of the resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the ____ day of ________, 2025, and that such resolution is on file in the City Clerk's Office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this ____ day of _______, 2025.

____
City Clerk

CONSTRUCTION
AGREEMENT
FOR A
STATE PUBLIC ROAD AND BRIDGE FUNDING
PROJECT

BETWEEN THE STATE OF ALABAMA
AND THE
CITY OF DAPHNE
Baldwin County

Project No. ST-002-999-013
CPMS Ref# 100080879

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the City of Daphne, Alabama, hereinafter referred to as the CITY.

WHEREAS, the STATE and the CITY desire to cooperate in the install roadway lighting on SR-181 from Saint Michaels Way to Austin/Corte Roads; Project# ST-002-999-013; CPMS Ref# 100080879.

NOW, THEREFORE, it is mutually agreed between the STATE and the CITY as follows:

PART TWO (2): FUNDING PROVISIONS

A. **Project Funding:** The STATE will not be liable for State funds in excess of the State's share of the cost hereinafter set forth. State Public Road and Bridge Funds shall be limited to $260,000.00 for this project. Any deficiency in State funds or overrun in construction costs will be borne by the CITY from CITY funds. In the event of an underrun in construction costs, the State funds will not exceed their proportional share.

B. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
State Public Roads and Bridge Funds	$ 260,000.00
City Funds	$ 260,000.00

TOTAL (Incl CE&I)	$ 520,000.00

It is further understood that this is a cost reimbursement program and no state funds will be provided to the CITY prior to accomplishment of the work for which it is requested. Furthermore, no state funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the CITY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA), or in excess of the limiting amounts previously stated, will not be an eligible cost to the project and will be borne and paid by the CITY.

C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the CITY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Industrial Access Road and Bridge Corporation Board, and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor, and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

A. The CITY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the CITY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the CITY. In cases where property is leased, or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the CITY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property acquired shall be in the name of the CITY with any condemnation or other legal proceedings being performed by the CITY.

The CITY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the CITY from the sale or lease of property.

B. The CITY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will not be an eligible cost as part of this Agreement.

C. The CITY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with CITY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost as part of this Agreement.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the CITY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All cost for which the CITY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the CITY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The CITY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the CITY and approved by the STATE. The plans, including the documents relating thereto, is of record in the Alabama Department of Transportation and is hereby incorporated in and made a part of this Agreement by reference. It is understood by the CITY that failure of the CITY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal or state funding and the refund of any federal or state funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for ***Procedures for Processing State and Industrial Access Funded County and City Projects***, and attached hereto as a part of this Agreement prior to the CITY letting the contract.

D. The CITY will furnish all construction engineering for the project with CITY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost as part of this Agreement.

E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The CITY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

A. The CITY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the CITY to proceed.

B. Associated Construction cost will be an eligible cost as part of this Agreement.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the CITY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The CITY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the CITY, the CITY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The CITY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement. The CITY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the CITY will provide all bids to the STATE with a recommendation for award. The CITY shall not award the contract until it has received written approval from the STATE.

For projects with approval by the STATE to use CITY Forces, the Construction for the project will be performed by the CITY at actual costs for labor, materials, and equipment, as approved by the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

C. If necessary, the CITY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The CITY will be the permittee of record with ADEM for the permit. The CITY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The CITY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The CITY will secure all permits and licenses of every nature and description applicable to the project in any manner and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

D. The CITY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.

E. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), to the maximum extent permitted by Alabama law and the Constitution of the State of Alabama, the CITY shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees , caused by the negligent, careless or unskillful acts of the CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.

F. The CITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the CITY, its agents, servants, employees or facilities.

G. Upon completion and acceptance of this project by the State, the CITY will assume full ownership and responsibility for the project work on CITY right-of-way and the STATE will assume full ownership and responsibility for the project work on STATE right-of-way and maintain the project in accordance with applicable State law.

PART FIVE (5): ACCOUNTING PROVISIONS

A. The CITY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The CITY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.

B. The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.

C. The CITY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The CITY will report to the STATE the progress of the project in such manner as the STATE may require. The CITY will also provide the STATE any information requested by the STATE regarding the project. The CITY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The CITY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project; any and all data and records which in any way relate to the project or to the accomplishment of the project. The CITY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the CITY will give its full cooperation to those persons or their authorized representatives, as applicable.

The CITY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

D. The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.

E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.

F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the CITY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

A. By entering into this agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.

B. It is agreed that the terms and commitments contained in this agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.

C. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

D. No member, officer, or employee of the CITY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.

E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.

F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.

H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

City of Daphne, Alabama	**ATTEST:**
By: ______________________________	**By:** ______________________________
As Mayor (Signature)	**Clerk (Signature)**
______________________________	______________________________
Print Name of Mayor	**Print Name of Clerk**
	(AFFIX SEAL)

This contract has been legally reviewed and approved as to form.

By: ______________________________

Legal Counsel for
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

______________________________	______________________________
Matthew J. Ericksen, P.E.	**Bradley B. Lindsey, P.E.**
Southwest Region Engineer	**State Local Transportation Engineer**

____

Edward N. Austin, P. E.
Chief Engineer
STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION

____

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND SIGNED BY THE GOVERNOR ON THIS ______DAY OF ________________, 20______.

____

KAY IVEY
GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER______________________

BE IT RESOLVED, by the City of Daphne as follows:

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Install roadway lighting on SR-181 from Saint Michaels Way to Austin/Corte Roads; Project# ST-002-999-013; CPMS Ref# 100080879.

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

I, the undersigned qualified and acting Clerk of the City of Daphne, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the __________day of __________________, 20____ , and that such resolution is on file in the City Clerk's Office.

ATTESTED:

___________________________________ _____________________________________

City Clerk Mayor

_______day of ______________________, 20_______, and that such resolution is of record in the Minute Book of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this_________day of ____________________, 20_______ .

____

City Clerk

(AFFIX SEAL)

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.

b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CITY upon an equitable basis. The value of the work performed by the CITY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:

1. The ratio of the amount of work performed by the CITY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.

2. The amount of the expense to which the CITY is put in performing the work to be terminated in proportion to the amount of expense to which the CITY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CITY prior to the termination, no consideration will be given to profit, which the CITY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CITY, the value of the work performed by the CITY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

a. This contract shall be binding upon the successors and assigns of the respective parties hereto.

b. Should the AGREEMENT be terminated due to default by CITY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the CITY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The CITY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;

EXHIBIT H

Page 2

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CITY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The CITY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CITY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CITY of the CITY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The CITY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

EXHIBIT H
Page 3

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the CITY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the CITY under contract until the CITY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The CITY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The CITY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CITY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CITY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the CITY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

The CITY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CITY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CITY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CITY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CITY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

a. The CITY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

b. The CITY, in accordance with the status of CITY as an independent contractor, covenants and agrees that the conduct of CITY will be consistent with such status, that CITY will neither hold CITY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that CITY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of CITY.

CITYS' CERTIFICATIONS

The CITY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CITY. The CITY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CITY at the time of execution of the AGREEMENT. The CITY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CITY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The CITY agrees that a meal allowance shall be limited to CITY employees while in travel status only and only when used in lieu of a per diem rate.

The CITY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CITY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CITY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CITY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CITY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION

SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL ACCESS FUNDED COUNTY AND CITY PROJECTS

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an inplace annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL: ______________________
BUREAU CHIEF/REGION ENGINEER

APPROVAL: ______________________
CHIEF ENGINEER

APPROVAL: ______________________ November 1, 2017
TRANSPORTATION DIRECTOR DATE

1-20

Rev. 10/2017

CITY OF DAPHNE, ALABAMA
RESOLUTION 2025-70

A RESOLUTION AUTHORIZING THE ISSUANCE OF A MUNICIPAL SALES AND USE TAX EXEMPTION CERTIFICATE FOR THE MOBILE RIVER BRIDGE & BAYWAY PROJECT

WHEREAS, the Alabama Department of Transportation (ALDOT) intends to design, construct, and maintain a new I-10 Mobile River Bridge and replacement Bayway, together with related interchange improvements (the "Project");

WHEREAS, the Project has been designated by ALDOT as a qualified toll project under Alabama law, thereby making it eligible for local sales and use tax exemptions provided in Alabama Code § 23-2-153(e);

WHEREAS, § 23-2-153(e) authorizes exemption from local sales and use taxes on incorporated materials for qualified toll projects when approved by resolution, and § 23-2-153(h)(1) makes such use subject to the reporting and penalty provisions of § 40-9-14.1;

WHEREAS, the City Council recognizes that advance authorization of a municipal exemption certificate will facilitate timely mobilization of contractors and suppliers once a design-build contract is awarded; and

WHEREAS, it is the intent of the City to limit such exemption strictly to tangible personal property that becomes a permanent part of the Project, while ensuring full compliance with all applicable reporting, record-keeping, and audit requirements.

NOW, THEREFORE, BE IT RESOLVED by the CITY COUNCIL of the CITY OF DAPHNE as follows:

1. Approval. The Alabama Department of Revenue (ALDOR) is authorized to issue a municipal sales and use tax exemption certificate for the Project pursuant to § 23-2-153(e).

2. Use & Conditions. The certificate may be used only for the purchase of tangible personal property that becomes a permanent part of the Project, by the design-builder/concessionaire and contractors or subcontractors designated by the Revenue Director. Issuance and use are conditioned upon:
   a. an ALDOR project exemption certificate being on file;
   b. full compliance with § 40-9-14.1 reporting and record-keeping requirements; and
   c. vendor invoices referencing both the municipal certificate number and jobsite.

The Revenue Director may update the authorized users and may suspend or revoke the certificate for misuse or noncompliance.

3. Limits & Term. Such certificate shall not exempt any taxes or fees excluded by law, including those listed in § 23-2-153(b), nor shall it exempt business license, permit, or inspection fees, or state income taxes. The exemption applies only to City of Daphne sales and use taxes

within the City's taxing jurisdiction. The certificate shall expire upon substantial completion of the Project or on such earlier date as may be set by the Revenue Director.

4. Effective Date. This Resolution shall take effect immediately upon adoption.

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

____
Robin LeJeune, Mayor

ATTEST:

____
Candace G. Antinarella, MMC, City Clerk

CITY OF DAPHNE, ALABAMA
ORDINANCE 2025–19

AN ORDINANCE CONSENTING TO THE SALE BY THE UTILITIES BOARD OF THE CITY OF DAPHNE OF CERTAIN SURPLUS PERSONAL PROPERTY

WHEREAS, the Utilities Board of the City of Daphne ("Daphne Utilities") is required to receive the consent of the City of Daphne before it sells property under the provisions of Ala. Code §11-50-314(a)(10); and

WHEREAS, the management of Daphne Utilities has determined that it is in the best interest of Daphne Utilities to sell the personal property described in Exhibit "A - E"; and

WHEREAS, the Board of Directors of Daphne Utilities has approved the sale of the personal property described in Exhibit "A - E" on September 24, 2025;

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Daphne does hereby consent to the sale by Daphne Utilities of the personal property described in Exhibit "A - E".

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA on this ______ day of ________________, 2025.

____
Robin LeJeune, Mayor

ATTEST:

____
Candace G. Antinarella, City Clerk, MMC

Daphne Utilities					
Surplus Property September 2025					
Truck No	year	make	model	description	serial or VIN
10-07	2008	Chev	Trailblazer	2008 Chevrolet Trailblazer, mileage 125,890	1GNDS13S682108743
13-04	2013	Ford	F-150	2013 Ford F-150, mileage 127,808	1FTFX1CF7DFD56878
14-01	2014	Ford	F-250	2014 Ford F-250, mileage 72,280	1FD7W2A66EEA92717
11-35	2006	Ford	F-250	2006 Ford F-250, 156,429	1FDSX20576EA59906
13-06	2014	Ford	F-250	2014 Ford F-250, mileage 118,775	1FD7W2AT3EEA93006

EXHIBIT A

Surplus request

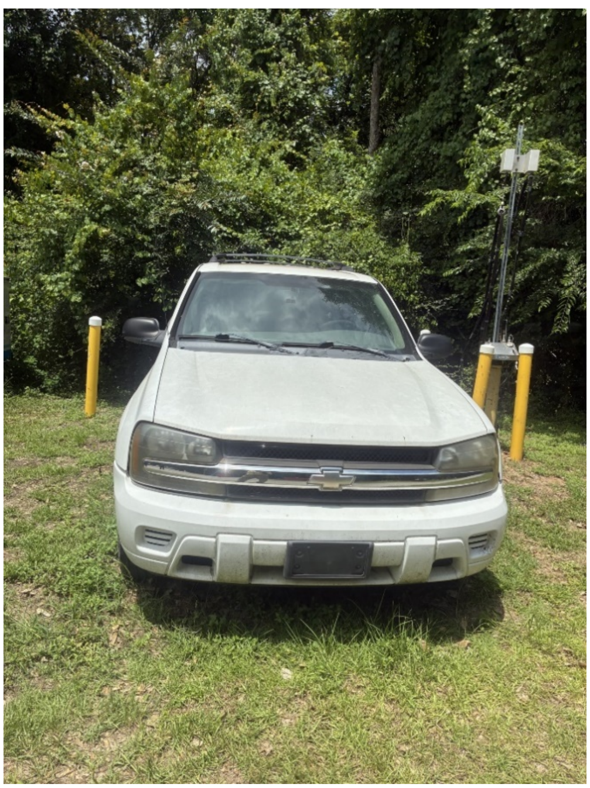
TO: Daphne Utilities Board

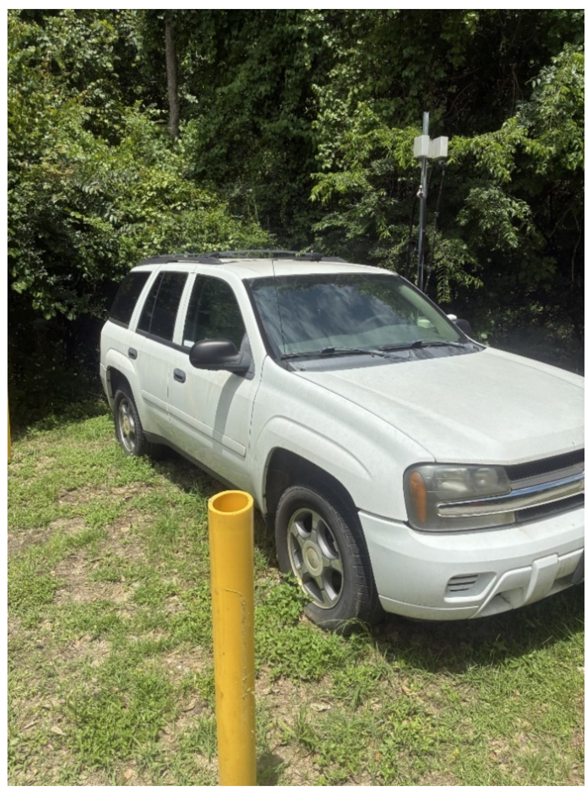
FROM: Kimberly Nicholson

DATE: September 2025

RE: Surplus Property Request for Truck #10-07 - 2008 Chevrolet Trailblazer

The Administration Department utilizes a 2021 Ford Explorer and is no longer in need of the 2008 Chevrolet Trailblazer Truck #10-07 VIN 1GNDS13S682108743.
We respectfully request Truck #10-07 be declared surplus property and subsequently sold through GovDeals.





Truck #10-07
Mileage – 125,890

EXHIBIT B

Surplus request

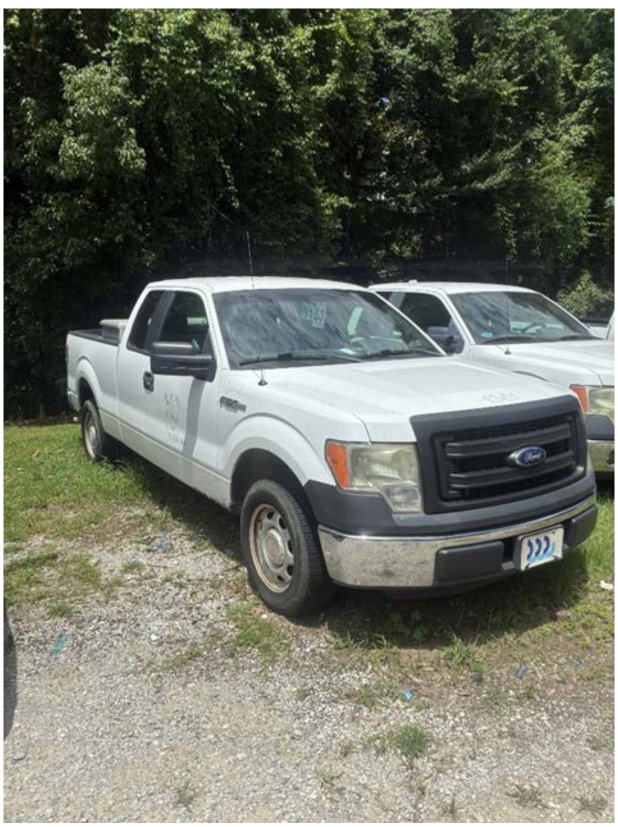
TO: Daphne Utilities Board

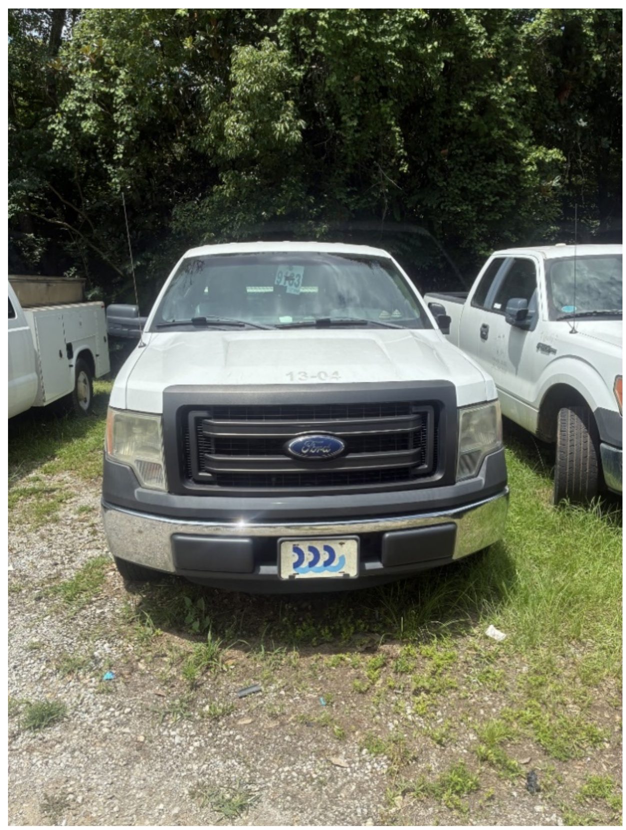
FROM: Kimberly Nicholson

DATE: September 2025

RE: Surplus Property Request for Truck #13-04 - 2013 Ford F-150 Truck

The Warehouse, part of our Facility Support Department acquired a truck from another department and is no longer in need of Truck#13-04 VIN#1FTFX1CF7DFD56878
We respectfully request Truck #13-04 be declared surplus property and subsequently sold through GovDeals.





Truck #13-04
Mileage – 127,808

EXHIBIT C

Surplus request

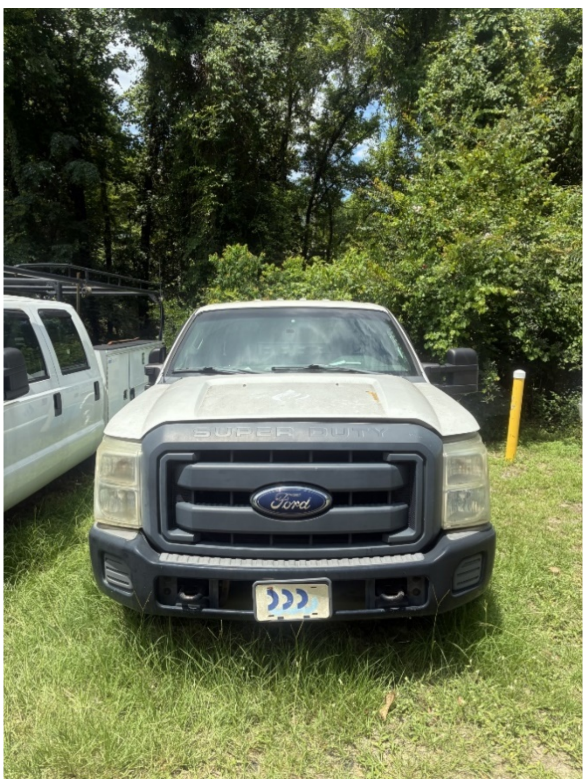
TO: Daphne Utilities Board

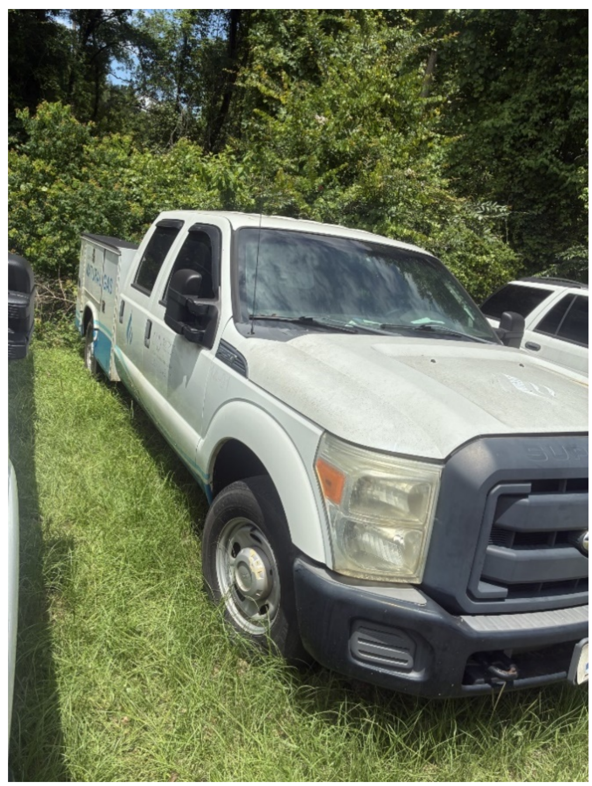
FROM: Kimberly Nicholson

DATE: September 2025

RE: Surplus Property Request for Truck #14-01 – 2014 Ford F-250 Truck

This truck has had issues and does not run efficiently, and the Natural Gas Department has acquired a new truck and is no longer in need of Truck#14-01
VIN#1FD7W2A66EEA92717
We respectfully request Truck #14-01 be declared surplus property and subsequently sold through GovDeals.





Truck #14-01
Mileage – 72,280

EXHIBIT D

Surplus request

TO: Daphne Utilities Board

FROM: Kimberly Nicholson

DATE: September 2025

RE: Surplus Property Request for Truck #11-35 – 2006 Ford F-250 Truck

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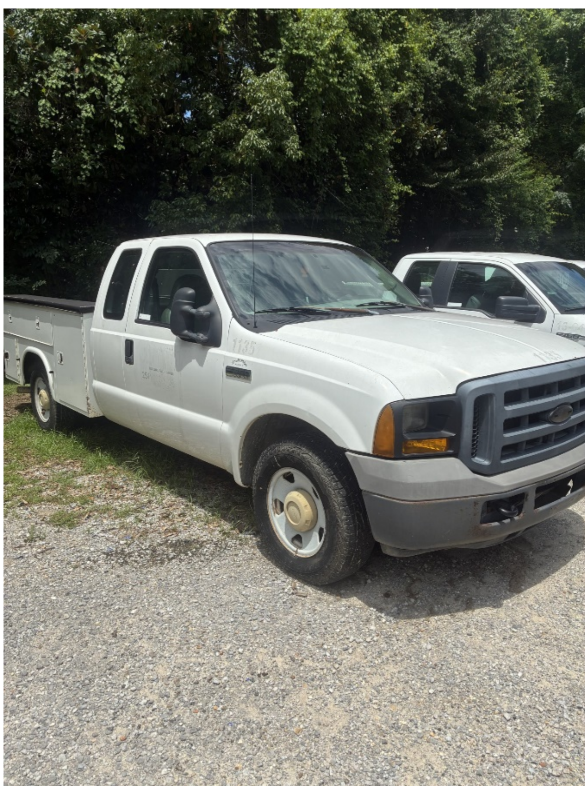
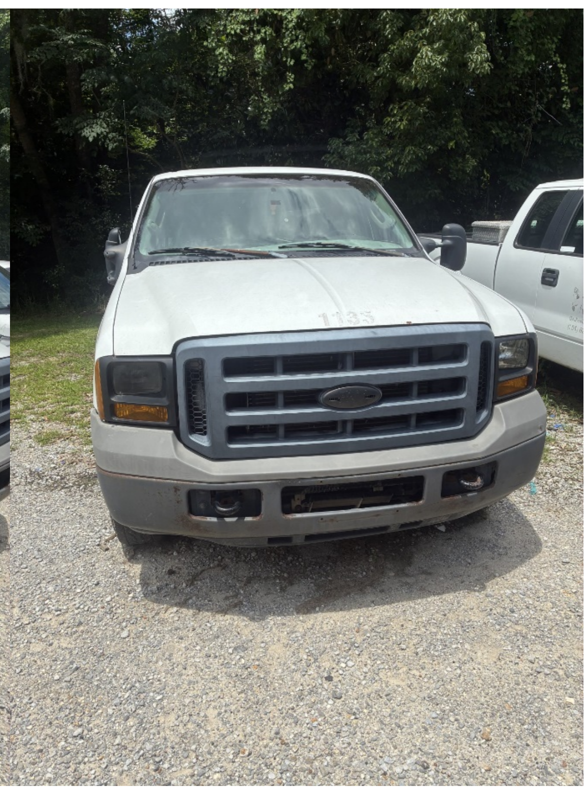
Truck#11-35 VIN#1FDSX20576EA59906 is no longer in use and has been replaced by a new reliable budgeted vehicle.
We respectfully request Truck #11-35 be declared surplus property and subsequently sold through GovDeals.

Truck #11-35
Mileage – 156,429

DAPHNE UTILITIES
WATER • NATURAL GAS • SEWER

EXHIBIT E

Surplus request

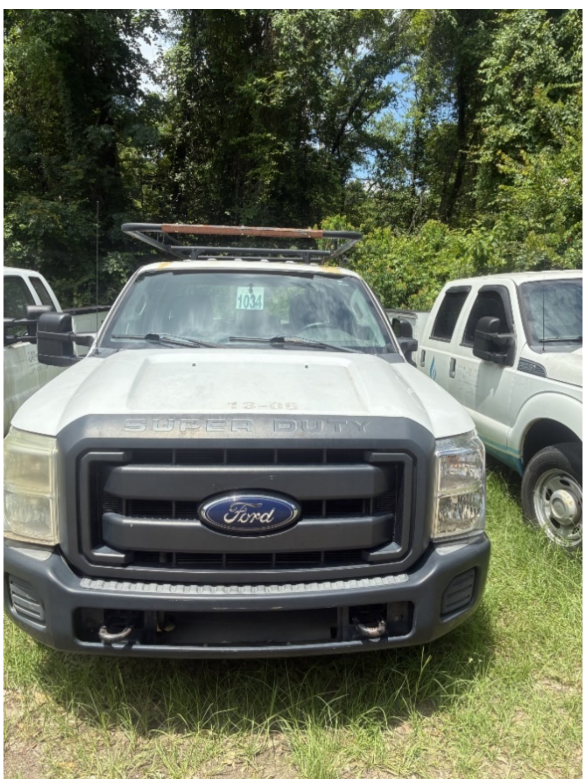
TO: Daphne Utilities Board

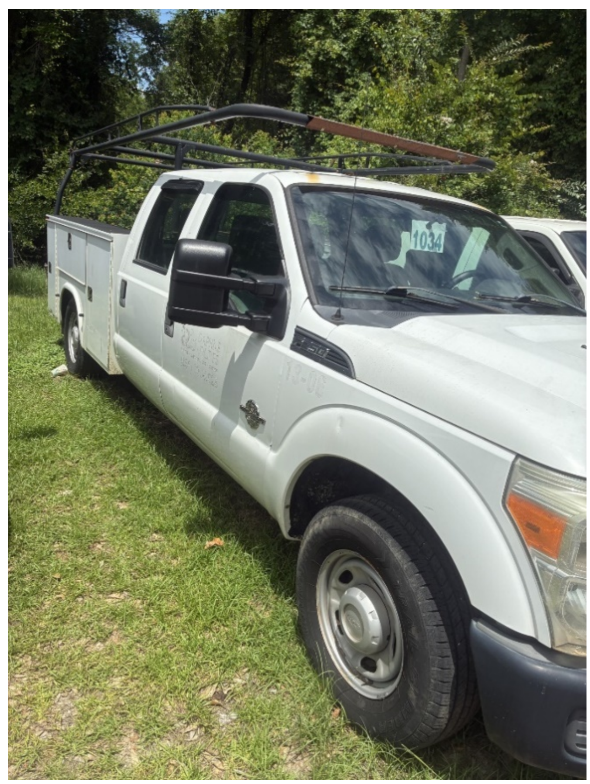
FROM: Kimberly Nicholson

DATE: September 2025

RE: Surplus Property Request for Truck #13-06 2014 Ford F-250 Truck

Truck#13-06 2014 Ford F-250 Super Duty VIN# 1FD7W2AT3EEA93006is no longer in use and has been replaced by a new truck purchased this year by our WW Collections Department.
We respectfully request Truck #13-06 be declared surplus property and subsequently sold through GovDeals.





Truck #13-06
Mileage – 118,775