`CITY OF DAPHNE
CITY COUNCIL MEETING AGENDA
1705 MAIN STREET, DAPHNE, ALABAMA
DECEMBER 7, 2015
6:30 P.M.

1. CALL TO ORDER
2. ROLL CALL

INVOCATION /

PLEDGE OF ALLEGIANCE

3. APPROVE MINUTES: Council Meeting Minutes / November 16, 2015

Council Work Session Minutes / November 30, 2015

PRESENTATION: S.E.E.D.S. / Grant Awards

PUBLIC HEARINGS: Proposed Redistricting of Voting Districts

4. REPORTS OF STANDING COMMITTEES:

A. **FINANCE COMMITTEE** – Fry

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

C. **PUBLIC SAFETY -** Conaway

D. **CODE ENFORCEMENT/ORDINANCE COMMITTEE -** Scott
Review minutes / November 16th

MOTION: To authorize a change in the pay schedule for the City Prosecutor

E. **PUBLIC WORKS COMMITTEE / SOLID WASTE AUTHORITY** – LeJeune
Review minutes / September 8th / October 5th

Review Beautification minutes / September 2nd / October 7th

Review Museum minutes September 14th

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS:

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

B. **DOWNTOWN REDEVELOPMENT AUTHORITY –** Conaway

C. **INDUSTRIAL DEVELOPMENT BOARD –** Phillips
Review minutes / November 18th

D. **LIBRARY BOARD –** Lake

E. PLANNING COMMISSION – Scott
Review Staff Report / November 19th meeting

MOTION: Set a Public Hearing date for January 4, 2016 to and approve advertising to consider: Revisions to the Land Use and Development Ordinance / Revisions to the Olde Towne District Map

F. UTILITY BOARD – Fry

6. MAYOR'S REPORT
MOTION: Authorize the Mayor to enter into a lease agreement with Southern Light

7. CITY ATTORNEY'S REPORT
Infirmary Health Systems / Mr. Mark Nix

8. DEPARTMENT HEAD'S REPORT

9. CITY CLERK'S REPORT
a.) Events Permit / Apollo's Mystic Ladies / Mardi Gras / January 29, 2016

b.) Events Permit / Daphmont Community / Community Parade / February 6, 2016

c.) **MOTION:** To authorize the Mayor to enter into an amended contract with Carey Technologies

10. PUBLIC PARTICIPATION

11. RESOLUTIONS AND ORDINANCES:

<u>RESOLUTIONS:</u>
a.) Resolution 2015-70. . . . . TEFRA / Infirmary Health System Special Care Facilities Financing Authority of Mobile

b.) Resolution 2015-73 . . . . Canterbury & Old Pump Plant Areas Emergency Watershed Protection Project

c.) Resolution 2015-74. . . . . Emergency Watershed Protection Plan for Palmetto Court

d.) Resolution 2015-75 "Option A". . . . . Deep Water Horizon Funds Expenditure

e.) Resolution 2015-75 "Option B". . . . . Deep Water Horizon Funds Expenditure

f.) Resolution 2015-75 "Option C". . . . . Deep Water Horizon Funds Expenditure

<u>ORDINANCES:</u>

<u>2ND READ</u>

a.) Ordinance 2015-69. . . . . Adopting and Enacting Amendments to the 2005 Supplement Code for the City of Daphne

b.) Ordinance 2015-70. . . . . Appropriation of Funds: Tallent Lane ADEM Permit Fees

1ST READ

a.) **Ordinance 2015-71. . . . .**Establishing District Line for the City of Daphne

b.) **Ordinance 2015-72. . . . .**Appropriating Additional Funds for Natural Resources Conservation Services (NRCS) Emergency Watershed Protection for: Canterbury / Old Pump Plant Areas and Palmetto Court

c.) **Ordinance 2015-73. . . . .** Deep Water Amend Lodging Tax Allocation

12. COUNCIL COMMENTS

13. ADJOURN

NOVEMBER 16, 2015
CITY COUNCIL MEETING
REGULAR BUSINESS MEETING
1705 MAIN STREET
DAPHNE, AL
6:30 P.M.

1. CALL TO ORDER:

There being a quorum present Council President Rudicell called the meeting to order at 6:30 p.m.

2. ROLL CALL

COUNCIL MEMBERS PRESENT: Tommie Conaway; Pat Rudicell; John Lake; Randy Fry; Ron Scott; Robin LeJeune.

Also present: Mayor Haygood; Rebecca Hayes, City Clerk; Jay Ross, City Attorney; Kevin Boucher, City Attorney; James White, Fire Chief; Tonja Young, Library Director; Vickie Hinman, HR Director; Richard Merchant, Building Official; David McKelroy, Recreation Director; Kelli Kichler, Finance Director/Treasurer; Margaret Thigpen, Civic Center Director; Adrienne Jones, Planning Director; Richard Johnson, Public Works Director; Officer Eric Helms, Police Department; Dorothy Morrison, DRA/Beautification Committee; Don Ouellette, Environmental Advisory Committee; Captain Judd Beedy, Police Department; Lt. Eric Hayes, Firefighter Lamar Green, and other Fire Fighters; Victoria Phelps, Beautification Committee.

Absent: David Carpenter, Police Chief.

INVOCATION/PLEDGE OF ALLEGIANCE:

Pastor Chad Stafford with Coastal Church gave the invocation.

PRESENTATION: Firefighter of the Year

Chief White introduced Firefighter Lamar Green as the 2015 Firefighter of the Year.

PRESENTATION: Certificate of Heroic Recognition / Mr. Brendan Tarvar

Mayor Haygood read and presented the certificate to Mr. Tarvar as Chief White looked on. After the presentation Chief White presented Mr. Tarvar the Civilian Medal of Honor.

PUBLIC HEARINGS: 1.) TEFRA / Infirmary Health System Special Care Facilities Financing Authority of Mobile

Mr. Joe Denton, CFO for Infirmary Health System gave the presentation. He said this was for issuance of bonds for extension projects where they are refinancing existing debts. One project is the Free Standing Emergency Room in Malbis, and he mentioned some other projects. Infirmary Health System is solely responsible for the debt. They are just asking for permission to move forward. It will affect the city's bond rating if they are planning to borrow in 2016.

Council President Rudicell opened the Public Hearing at 6:50 p.m.

No one spoke for or against the refinancing of bonds.

Council President Rudicell closed the Public Hearing at 6:50 p.m.

2.) Codification of Ordinances

Rebecca Hayes, City Clerk, gave the presentation. The codification is a compilation of pertinent ordinances that have already been adopted by Council. It is done every two years.

Council President Rudicell opened the Public Hearing at 6:54 p.m.

No one spoke for or against the codification of ordinances.

Council President Rudicell closed the Public Hearing at 6:55 p.m.

4. <u>REPORT OF STANDING COMMITTEES:</u>

A. FINANCE COMMITTEE – Fry

The minutes for the November 9th meeting are in the packet.

MOTION BY Councilman Scott to go forward with the bid process for the sewer projects. ***Seconded by Councilman Lake.***

MOTION CARRIED UNANIMOUSLY

<u>Treasurers Report / October 2015</u>

As of October , 2015 Total Unrestricted Funds were $10,228,287.80, and Total City Funds were $18,453,089.

<u>Sales & Use Tax / September 2015</u>

$1,138,473.73 was collected for September 2015.

- YTD Variance over Budget – ($17,472.60)
- Percent change from last year's collection +2.8%

<u>Lodging Tax Collections / September 2015</u>

$84,931.51 2as collected for September 2015 which is up $13,141.27 from September 2014 collections of $71,790.24.

- YTD Variance over budget - $61,521.98
- Percentage change Y Authority of YTD from last year's collections: $213,924.54 +18.8%

Councilman Fry said that the report will be submitted for audit.

B. BUILDINGS & PROPERTY COMMITTEE –

The minutes for the November 2nd meeting are in the packet. The attorney is looking into the ordering of the wrong size gazebos for the parks, and he is also looking into the burned out building on north Main Street.

C. PUBLIC SAFETY COMMITTEE – Rudicell

The October 19th minutes are in the packet. The next meeting will be November 16th at 4:30 p.m.

D. CODE ENFORCEMENT/ORDINANCE COMMITTEE **–** Scott
The committee met this afternoon, and the minutes will be in the next packet. The next meeting will be November 16th at 5:30 p.m.

E. PUBLIC WORKS COMMITTEE **–** LeJeune
The next meeting will be December 7th after the Buildings and Property Committee meeting.

5. <u>REPORTS OF SPECIAL BOARDS & COMMISSIONS:</u>

A. Board of Zoning Adjustments **– Adrien**ne Jones
No report.

B. Downtown Redevelopment Authority **–** Conaway
There will not be a meeting in November. The next meeting will be December 2nd at 5:30 p.m.

C. Industrial Development Board **–**
The City Clerk reported the next meeting will be Wednesday at 6:00 p.m.

D. Library Board **–** Lake
The next meeting will be the second Wednesday in December at 4:30 p.m..

E. Planning Commission **–** Scott
The minutes for the September 24th and October 22nd meetings along with the Staff Report for the November 5th meeting are in the packet. The regular Planning Commission meeting will be November 19th at 5:30 p.m.

MOTION BY Councilman Lake to set a Public Hearing date for December 21, 2015 and approve advertising to consider:

Annexation:	**Russell Steiner**
Location:	**Property located southeast of Interstate 10 and Blakely River**
Present Zoning:	**CR, Conservation Resource, Baldwin County District 10, Baldwin County**
Proposed Zoning:	**R-1, Low Density Single Family Residential District, City of Daphne**
Recommendation:	**Unanimous Favorable**

Seconded by Councilman LeJeune.

MOTION CARRIED UNANIMOUSLY

F. Recreation Board **–** LeJeune
At the Park Team at the meeting last week saw the finished drawings and price tag for the expansion. They are working to bring this before Council. It will be presented to the board Wednesday at 6:00 p.m. They are looking for ways to finance these improvements.

G. Utility Board **–** *Fry*
The next meeting will be December 2nd at 5:00 p.m.

6. *MAYOR'S REPORT*

Mayor Haygood reported the Veterans Day Event was a very nice event. He commended Public Works and the new Marketing person for doing a good job. He reported the city did not get the CDBG grant. He said there is a likelihood that there are some funds available around the first part of 2016, and will work with the lobbying firm in trying to secure some of those funds. He received the paperwork for the FEMA buyout for the White's that was previously approved. He said there are some restrictions, but no city match. He mentioned that he handed out to council a copy of a lease with Southern Light for installing fiber to the city buildings. He outlined the cost for this service. This will be on the December 7th agenda. He said that he received the Loss Control report from AMIC which contained some minor suggestions. There were no red marks.

7. *CITY ATTORNEY REPORT:*

No report.

8. *DEPARTMENT HEAD COMMENTS:*

James White – Fire Chief – reported that the new fire truck has been delivered, and it is outside for anyone who wants to see the truck.

David McKelroy – Recreation Director – reported the upcoming sports schedule. He said that people being able to register online has really been a big help.

9. *CITY CLERK REPORT:*

a.) Events Permit / "Book it for Blake" 5K Run / January 9, 2016

MOTION BY Councilwoman Conaway to approve the Events Permit for "Book it for Blake" 5K Run / January 9, 2016. *Seconded by Councilman LeJeune.*

MOTION CARRIED UNANIMOUSLY

b.) Events Permit / City of Hope 5K and 1 Mile Fun Run / April 16, 2016

MOTION BY Councilwoman Phillips to approve the Events Permit for b.) Events Permit / City of Hope 5K and 1 Mile Fun Run / April 16, 2016. *Seconded by Councilman Lake.*

MOTION CARRIED UNANIMOUSLY

c.) **MOTION: Set Public Hearing date for December 7, 2015 and January 4, 2016 at 6:530 p.m. to consider proposed changes to the voting district lines.**

MOTION BY Councilwoman Phillips to set Public Hearing dates for December 7, 2015 and January 4, 2016 at 6:530 p.m. to consider proposed changes to the voting district lines. Seconded by Councilman Scott.

MOTION CARRIED UNANIMOUSLY

NOVEMBER 16, 2015
CITY COUNCIL MEETING
REGULAR BUSINESS MEETING
1705 MAIN STREET
DAPHNE, AL
6:30 P.M.

10. *PUBLIC PARTICIPATION*

Mr. Willie Williams -1517 Pollard Road – spoke regarding the redistricting of the voting districts.

Mrs. Heiko Einfeld – Executive Director of the Eastern Shore Chamber of Commerce – thanked council for funding the Chamber and the Jubilee Festival. He said that working with all the departments was an honor, and he hopes to continue to grow the festival.

11. RESOLUTIONS & ORDINANCES:

RESOLUTIONS

a.) **Resolution 2015-69** . . . . .Declaring Certain Property Surplus & / Authorize Mayor to Dispose of Property / 5 Crown Vics

b.) **Resolution 2015-70.** . . . . TEFRA / Infirmary Health System Special Care Facilities Financing Authority of Mobile

c.) **Resolution 2015-71.** . . . . Authorizing the Mayor to Execute an Agreement to change Employees Short-Term Disability Benefit to a Long-Term Disability Benefit

d.) **Resolution 2015-72.** . . . . .Authorize the Application for the State of Alabama's Fiscal Year 2016 Transportation Alternative Program (TAP)

MOTION BY Councilman Scott to *waive the reading* of Resolution 2015-69. *Seconded by Councilman Fry.*

MOTION CARRIED UNANIMOUSLY

MOTION BY Councilman Lake to *adopt* Resolution 2015-69 *Seconded by Councilman LeJeune.*

MOTION CARRIED UNANIMOUSLY

MOTION BY Councilman Scott to postpone the vote on Resolution 2015-70 until legal comes back land gives the implications from a legal standpoint and on other issues until the December 7, 2015 council meeting. *Seconded by Councilman LeJeune.*

AYE Lake, Fry, Scott, LeJeune, Phillips, Rudicell **ABSTAIN Conaway**

NAY NONE OPPOSED **MOTION CARRIED**

MOTION BY Councilman Scott to *waive the reading* of Resolutions 2015-71 and 2015-72. *Seconded by Councilman LeJeune.*

MOTION CARRIED UNANIMOUSLY

MOTION BY Councilman Scott to *adopt* Resolution 2015-71 . *Seconded by Councilwoman Conaway.*

MOTION CARRIED UNANIMOUSLY

MOTION BY Councilman Scott to *adopt* Resolution 2015-71 . *Seconded by Councilman LeJeune.*

MOTION CARRIED UNANIMOUSLY

ORDINANCES:
1ST READ

a.) Ordinance 2015-69. . . . . Adopting and Enacting Amendments to the 2005 Supplement Code for the City of

b.) Ordinance 2015-70. . . . . .Appropriation of Funds: Tallent Lane ADEM Permit Fees

ORDINANCES 2015-69 AND 2015-70 ARE 1ST READ

12. COUNCIL COMMENTS

Mayor Haygood welcomed Councilwoman Phillips, and wished everyone a happy Thanksgiving. He mentioned that November 340th was Trim the Tree at city hall and invited all to attend, December 3rd is the Christmas Open House and lighting of the Christmas Tree, and December 12th is the Christmas Parade and Snow Day.

Councilwoman Phillips thanked her fellow councilmen and Councilwoman that appointed her. She looks forward to working with them. She thanked all for coming out tonight, and she is glad to be back. She thanked Chief Whited for the invitation to the Firemen's Firefighter of the Year Banquet. She commended all city employees for their service to the city.

Councilman LeJeune welcome Councilwoman Phillips aboard, and wished everyone a happy Thanksgiving. The Hotel and Toursim group met and discussed the plan to expand the recreation facilities, and all were supportive, and asked what they could do, and that is was a good step forward.

Councilman Scott wished everyone a happy Thanksgiving. He said that Council agreed to add an additional mile of sidewalk on Ridgewood, and connect to swim areas, and there is ample parking. He said that Central Park has 8 foot wide trails, and they are getting the disc golf baskets installed.

NOVEMBER 16, 2015
CITY COUNCIL MEETING
REGULAR BUSINESS MEETING
1705 MAIN STREET
DAPHNE, AL
6:30 P.M.

Councilman Fry congratulated Councilwoman Phillips on being sworn in this evening. He enjoyed the Veterans Day Ceremony, and said it was a great program, very patriotic. He thanked all who participated.

Councilman Lake said that he attend a seminar at the NLC conference on America in Bloom, and he listened to what they had to offer, and he hopes the Beautification Committee will consider joining. He wished everyone a happy Thanksgiving.

Councilwoman Conaway Congratulated Councilwoman Phillips, and looks forward to working with her. She is sad that the city did not get the CDBG grant, but they have some funds to start the project.

Council President Rudicell congratulated Councilwoman Conaway, and reminded everyone about the committee meetings being held the first, second and third Mondays of the month. He said at January work session hey will be considering the polling places. He gave a reminder that there will be a Public Hearings on December 7^{th} and January 4^{th} for the redistricting.

13. <u>ADJOURN:</u>

MOTION BY Councilman Lake to adjourn *Seconded by Councilman* LeJeune.

MOTION CARRIED UNANIMOUSLY

THERE BEING NO FURTHER BUSINESS TO DISCUSS, THE MEETING ADJOURNED AT 7:41 P.M.

Respectfully submitted by,	Certification of Presiding Officer
______________________________	______________________________
Rebecca A. Hayes, City Clerk	Pat Rudicell, Council President

NOVEMBER 30, 2015
CITY COUNCIL WORK SESSION
1705 MAIN STREET
DAPHNE, AL
5:30 P.M.

COUNCIL MEMBERS PRESENT: Pat Rudicell; John Lake; Randy Fry; Ron Scott; Robin LeJeune; Angie Phillips.

ABSENT: Tommie Conaway.

Also present: Mayor Haygood; Rebecca Hayes, City Clerk; Jay Ross, City Attorney; Kevin, Boucher, City Attorney; John Cox, IDB; Denis Kearney, IDB; Toni Fassbender, Chairman of IDB; Pokey Miller, IDB; Tomasina Werner, Beautification Committee.

Council President Rudicell called the meeting to order at 6:30 p.m.

1. DISCUSS WITH IDB IF THE DISC PROJECT IS WORTH USING BP AND/OR IDB FUNDS
Council discussed with the IDB compromises that could be made on issues council members have with the DISC project. To name a few zoning changes, building only one office building, do PUD on part of the 30 acres, bring any future proposed buildings before council. There is a deadline for the option on the property of December 1st, and it will cost $10,000 to extend the option through June.

There was discussion by councilmembers on why they were opposed to the project, and discussion was held on ways that compromises could be made so they would feel more comfortable with the project.

Council President Rudicell asked that a resolution be prepared for the December 7th council meeting for council to decide if they want to appropriate the BP money that is in the bank to the IDB or petition the Governor to reallocate the money for some other project.

THERE BEING NO FURTHER BUSINESS TO DISCUSS, THE MEETING ADJOURNED AT 8:00 P.M.

Respectfully submitted by,	Certification of Presiding Officer:
______________________________	______________________________
Rebecca A. Hayes, City Clerk	Pat Rudicell, Council President

CODE ENFORCMENT/ORDINANCE COMMITTEE

Wednesday, November 16, 2015
City Hall Executive Conference Room
1705 Main Street
Daphne, AL
5:30 P.M.

Councilman Ron Scott, Chairman
Councilman Randy Fry
Councilman Pat Rudicell
Councilwoman Tommie Conway
Councilman John Lake
Councilman Robin LeJeune

I. CALL TO ORDER/ROLL CALL

The chairman declared a quorum was present and called the meeting to order at 5:30 p.m.

Members Present: Ron Scott; Pat Rudicell; Randy Fry; Robin LeJeune; Tommie Conaway; John Lake.

Also Present: Rebecca Hayes, City Clerk / recording secretary; Jay Ross, City Attorney; Kevin Boucher, City Attorney; Captain Judd Beedy, Police Department; Jamie Smith, Revenue Officer; James Scroggins, City Prosecutor; Matt Creel, Code Enforcement Officer; Victoria Phelps; David Ringler.

II. APPROVE MINUTES / October 19, 2015

There were no corrections to the October 19, 2015 minutes and stand approved as written.

III. PUBLIC PARTICIPATION

Ms. Victoria Phelps with the Lake Forest Property Owners Association reported on the cleanup of the commercial lot in front of Home Depot, and thanked Matt Creel for doing an inquiry with Home Depot and the owner of the property, and getting them to do some grooming to the lot. She passed around a photo of the groomed property.

IV. ORDINANCE REVIEW/DISCUSSION

a.) Discuss: City Prosecutor Contract

The committee discussed the way the city prosecutor is paid. After discussing this with the prosecutor the consensus was to just pay $42,000 in equal monthly payments which would encompass appeals.

MOTION BY Councilman LeJeune to pay the City Prosecutor $42,000 in equal monthly payments. Seconded by Councilwoman Conaway.

MOTION CARRIED UNANIMOUSLY

b.) Discuss: Taxi Service

Jamie presented an ordinance to regulate Taxi Service in the city. In addition to getting a business license each driver has to get a license and Uber needs to get a business license. Jay said that the insurance amount in Section 8 was low for coverage. Legal will review the ordinance, and bring it back to the committee next month.

c.) Discuss: Park Rules

Discussion was held on posting park rules at each park, and adding to the ordinance citizens having poop bags to Section 4 or 17. The committee also discussed if they wanted to allow bikes, signs saying bikes keep to the right if bikes are allowed so the path will be known as a common use/multi-use path; skate boards, remote control devices or smoking or vaping at Central Park. Richard Johnson said since the park Rules ordinance talks about no camping except where designated the city needs to designate a place for campsites.

Councilman Scott requested Richard to figure out what is needed at high-volume parks, and for legal to combine the Park Rules and Dog Park ordinances. He requested legal to also research the state and county rules for boat launches. The combined ordinance will come back to the December meeting. He requested the City Clerk to send to the committee the Algae Systems lease agreement.

V. OTHER BUSINESS

No other business to discuss.

VI. NEXT MEETING / December 21, 2015

VII. ADJOURN

MOTION BY Councilman LeJeune to adjourn. Seconded by Councilman Rudicell.

MOTION CARRIED UNANIMOUSLY

THERE BEING NO FURTHER BUSINESS TO DISCUSS THE MEETING ADJOURNED AT 6:20 P.M.

CITY OF DAPHNE
PUBLIC WORKS COMMITTEE MINUTES
Time: 5:30 PM on September 8, 2015
Location: City Hall

Mayor Dane Haygood
Councilwoman Tommie Conaway, District 1
Councilman John Lake, District 3
Councilman Ron Scott, District 5
Chairman - Councilman Robin LeJeune, District 6

I. CALL TO ORDER

Meeting was called to order at 5:40 p.m.

Committee Members Present: Robin LeJeune (Chairman), Councilman John Lake, Councilman Ron Scott, Councilwoman Tommie Conaway; Richard D. Johnson-Public Works Director, William Eringman-Deputy PW Director; Dorothy Morrison-Daphne Beautification Committee.

Others Present: Councilman Pat Rudicell, Councilman Joe Davis, Councilman Randy Fry, Jaye Roberson-HMR; Randy Davis-Volkert; Andy Bobe-Preble Rish; Victoria Phelps and Herb Cole.

II. PUBLIC PARTICIPATION & CORRESPONDENCE

A. Work Request Report - The report for July 2015 was reviewed.

B. Vehicle/Equipment Maintenance Report – The reports for July 2015 and FY2015 Summary were reviewed.

C. Correspondence – No Correspondence.

D. Public Participation –

- Victoria Phelps – thank you to Public Works for the smooth change out of the speed limit signs in Lake Forest.
- Herb Cole – addressed the committee regarding handicap accessibility and parking at May Day Park. Would like to see better parking and access for the handicap. Mr. Johnson stated there are 4 dedicated handicap parking spaces at the park. If there is a vehicle blocking the access, that would be an enforcement issue. Mr. Scott asked if the boat ramp is available for private and commercial use. Mr. Johnson stated that our park rules do not differentiate between the two.

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III. OLD BUSINESS

A. **Minutes –** The minutes from the August 3, 2015 meeting were reviewed and approved.
Motion by Tommie Conaway, seconded by Ron Scott to approve the minutes as presented. ***Motion carried.***

B. Mosquito Report – The July 2015 mosquito report was handed out and reviewed.

C. Street Sweeper Report – No Report. Sweeper has been down with repairs.

Mr. Scott asked about the dead grass at the Windsor entrance of Lake Forest and Phase 4 grass is dead. Mr. Johnson has met with HMR and this issue will be resolved with their new fiscal year budget.

IV. NEW BUSINESS

A. FY2016 Budget Discussion:

a. Public Works Operations – Overtime

Mr. Johnson discussed with the committee the statistics for Public Works and its overtime. He presented information of how the department has continued to offer excellent service with less work force than 10 years ago. We have managed this by increased efficiency in operations; better and more efficient equipment and working to complete the mission in a given time period.

Eliminating or severely decreasing available overtime would cause significant setbacks. Mr. Scott asked if overtime has become an issue. Mr. Johnson stated he was told to cut overtime in the budget. Mr. Scott stated that overtime gives you more flexibility to use your own people. Adding more personnel to replace overtime would cost the city more money, due to the employees benefits package and that most overtime is seasonal.

If overtime is cut, elective projects will also have to be cut ie: cutting the DHS field, community runs, etc.

b. Sidewalks Construction FY2016&17 – Priorities, Planning & Funding

Mr. Johnson reviewed the estimated costs of various city sidewalk projects for the 2016 year, which totals $246,300.84 and the totals for 2017 year would be $150,625.00. This is based on getting 2 miles done per year. TAP grants are available to help fund these projects.

V. DIRECTOR'S REPORT

A. No Report.

VI. DAPHNE SOLID WASTE DISPOSAL AUTHORITY

A. Monthly Recycle Tonnage Report (Tonnage Comparison) – July 2015

The committee reviewed the July report. Mr. Johnson stated that 50 recycle carts were delivered this month and 139.9 tons collected.

B. Solid Waste New Customer Report – July 2015

The committee reviewed the May report. We had 15 new residential and 2 business customers were added in July.

VII. MUSEUM COMMITTEE

A. Minutes – July 13th minutes were reviewed by the committee.

VIII. BEAUTIFICATION COMMITTEE

A. Dorothy stated that she has spoken to the Mayor regarding the gazebo's; he has some drawings which resemble those in New Orleans. She stated that New Orleans does a really good job of looking like New Orleans, but Daphne needs to look like Daphne, not another city. Projects are moving along slowly but surely. Mr. Scott stated that our flag banners look faded and need to be replaced.

IX. ENVIRONMENTAL ADVISORY COMMITTEE

A. Next meeting – No report.

X. ENGINEER'S REPORT

A. Hatch Mott MacDonald – No Report.

B. HMR – Jaye Robertson: Lake Forest Phase 4 – everything's done except for the sod. Tallent Lane is almost done, need to go over a few things with Richard, ready to submit by the end of the week.

C. Preble-Rish – Andy Bobe: 2 NRCS projects: Wacky Shrimp site plans are done, with NRCS being reviewed; working on easement agreement from Target.

D. Volkert – Randy Davis: CR13 project is completed baring a few minor issues; North Main Street drainage project done.

OTHER BUSINESS:

XI. FUTURE BUSINESS

A. Next Meeting will be October 5, 2015 at 5:30 p.m. at Council Executive Room.

XII. ADJOURNMENT

Meeting adjourned.

I. CALL TO ORDER

Meeting was called to order.

Committee Members Present: Robin LeJeune (Chairman), Councilman John Lake, Councilman Ron Scott, Councilwoman Tommie Conaway; William Eringman-Deputy PW Director; Dorothy Morrison-Daphne Beautification Committee.

Others Present: Councilman Pat Rudicell, Councilman Randy Fry, Jaye Roberson-HMR; Randy Davis-Volkert; Andy Bobe-Preble Rish; Victoria Phelps and Herb Cole.

II. PUBLIC PARTICIPATION & CORRESPONDENCE

A. **Work Request Report -** The report for August 2015 was reviewed.

B. **Vehicle/Equipment Maintenance Report** – The reports for August 2015 and FY2015 Summary were reviewed.

C. **Correspondence –** No Correspondence.

D. **Public Participation –**

- Victoria Phelps (Lake Forest) – Thank you for the sidewalk project and looking forward to future TAP grant sidewalk projects.

III. OLD BUSINESS

A. **Minutes –** The minutes from the September 8, 2015 meeting were reviewed and approved. ***Motion by Robin LeJeune, seconded by John Lake*** to approve the minutes as presented. ***Motion carried.***

B. **Mosquito Report** – The August 2015 mosquito report was handed out and reviewed. Mr. Lake stated that spraying the side streets are very important, due to gully's & ditches.

C. **Street Sweeper Report** – August 2015 sweeper report was reviewed.

IV. NEW BUSINESS

A. **Lighting Package for the new Roundabout – Motion to Finance (7-cent Gas Tax Fund)**

Mr. Eringman reviewed the proposed light package for the Roundabout. Discussion regarding the LED savings over a period of time and its benefit to the city. Decorative light options were discussed.

V. DIRECTOR'S REPORT

A. Mr. Eringman stated that the baskets are being installed at Daphne Central Park. Paving is complete and topsoil added.

VI. DAPHNE SOLID WASTE DISPOSAL AUTHORITY

A. **Monthly Recycle Tonnage Report (Tonnage Comparison) – August 2015**

The committee reviewed the August report. 35 recycle carts were delivered.

Mr. Rudicell would like a report of what other municipalities and the county charge for recycling and what recycling services they provide.

B. **Solid Waste New Customer Report – August 2015**

The committee reviewed the August report. Nineteen new residential customers were added this month.

VII. MUSEUM COMMITTEE

A. Minutes – August 10th minutes were reviewed by the committee.

VIII. BEAUTIFICATION COMMITTEE

A. September 2nd minutes were reviewed. Dorothy reviewed the committee's Top 10 list, which is really 14 items. Tables are being painted at the Museum, along with other little projects to help spruce it up. She invited everyone to attend the Farmer's Market at the United Methodist Church, wonderful vendors for citizens to shop! The next meeting will be October 7th! Mr. LeJeune asked if there was a way to track who was picking up trees for Arbor Day, Dorothy stated she was open to suggestions. DRA is having a grand opening for the new bike racks this weekend.

IX. ENVIRONMENTAL ADVISORY COMMITTEE

A. Replacement of Dr. Brett Webb
The committee is actively seeking a replacement for Dr. Webb.

X. ENGINEER'S REPORT

A. Hatch Mott MacDonald – Rolling Hill & Donette Loop are substantially complete; punch lists items are being completed. North Main Street traffic loops being installed starting Oct. 8th.

B. HMR – Jaye Robertson **-** Tallent Lane application is complete and ready to submit. Maize's Gulch contracts are being signed.

C. Preble-Rish – Andy Bobe: Preble-Rish – Updated the Committee on the states of the recreational trails project (RTP) at Village Point and the two NRCS sites. Village Point construction should begin later in the month and the NRCS to follow.

D. Volkert – Randy Davis: Reported that the N. Main St Drainage was complete, 2015 TAP Grant agreements were in process and they were waiting on NRCS approval on the EWP Projects in Lake Forest

E. Jade Consulting – No update on Gator Alley Improvements and the ADEM 319 Grant**Volkert** –

OTHER BUSINESS:

XI. FUTURE BUSINESS

A. Next Meeting will be November 2, 2015 at 5:30 p.m. at Council Executive Room.

XII. ADJOURNMENT

Meeting adjourned.

CITY OF DAPHNE
PO BOX 400
DAPHNE, AL 36526

Committee Members

Dorothy Morrison, Chair
Selena Vaughn
Tomasina Werner
Dana Sawyer
Rebecca Trosclair
Victoria Phelps

City Liaisons

Richard Johnson
Dwayne Coley
Marjorie Bellue
Denise Penry
Michele Hanson
Samantha Coppels

Daphne
ALABAMA
The Jubilee City

Daphne Beautification Meeting
September 2, 2015

Guests/ New Prospective members: Laurel Anderson (4) and KiKi Mikkelson (4)

A) Gator Alley – It is presumed that ALDOT is out of money until the new fiscal year, so we're in a holding pattern until then.
*New Gateways – Mayor is still working on it, no progress to report to the committee.

B) Breast Cancer Awareness – Meredith presented the flyer for the breast cancer awareness contest.

C) Treasurer's Report - $1,452.41 balance.
Custom banners for breast cancer awareness are too expensive for one month, will look into other options.
D) Top Ten List
- Malfunction Junction.....10 years
- Master plan for all Gateways - 43 months
- I-10/181 still needs massive attention - this is a hands on challenge ...weeds pulled close to the fence and concrete walls, junk picked up—this is in the middle section dividing lanes...months
- Patriots Point could use some dead/dying bush removal with new coming in....... the whole parking lots need an Up- Do.........Veteran's Day is fast approaching.
- Centennial Park ......pave south parking lot, add mulch, the rubber kind for the small children's area, hand rails for small children shaped like dinosaurs [Dorothy's Plan] the colored table add so much and are a great addition to this parks....Marjorie needs painters in Oct/Nov...Village Point does not want their tables painted
- Erosion near CVS in the middle of 98, near Civic Center - Richard has contacted ALDOT; this dates back to when ALDOT "Fixed" our Roads......

E) PW Report
- It has been a busy summer - N. Main Street done
- Windsor Entrance needs work
- Santa Rosa has been paved
- New Round-a Bout is up and running.
- Information: Bayfront water line is on Moe's side of the road......
- ALDOT is looking at a double diamond Road design for 181 in 2018/19ALDOT
- Rolling Hills is finished
- We have a $5,000 TAP Grant- Multi use on CR13 by the school
- Open Bid for Village Point - Sept 15th for the BoardWalk
- New park in Lake Forest will be called Daphne Central Park; will have Disc Golf
- America Recycles is Nov 17........
- Marjorie & her team have been painting like crazy ... less than 85 tables to paint - come join the fun

- There is a $1,000 Power Grant for County Road 13 and Well Road - could add 22 trees, plant in Jan/Feb.

F - More Flags have been ordered……we need some for new Round-about for November…….

G - DRA is pleased with the bike racks……..people don't seem to know what to do with them perhaps we need an old bike attach…….DRA plans photo op when weather cools down…..

H - Project Bloom is still waiting for approved brochure to interest people in donating to the Flower Fund…….needs the Mayor's final approval…..

I - Progress is being made on the Pine Lodge ….team of men have been there on most Sat. mornings cleaning up the area inside and out… a Grant has been applied for to help with the $10,000 cost of a new roof……the inside can't be fixed without a new roof……

J - Arbor Day Tree…..Marjorie presented the new list of trees and the changes to the flyer.

K -Keep American Beautiful… there is a meeting in near Jackson, Mississippi on Oct 21 and 22…Dorothy will be attending. The annual meeting is in Orlando in February. …

L - Beautification Awards will be given for District 7

M - The Mayor was not available for the meeting……

N - Next Meeting Oct 7 2015 at the Mayor's Conference Room……….

CITY OF DAPHNE
PO BOX 400
DAPHNE, AL 36526

Committee Members

Dorothy Morrison, Chair
Selena Vaughn
Tomasina Werner
Dana Sawyer
Rebecca Trosclair
Victoria Phelps
Laurel Anderson
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City Liaisons

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Daphne ALABAMA
The Jubilee City

Daphne Beautification Meeting
October 7, 2015

ARTS COUNCIL FARMERS MARKET
FRIDAY TIL NOV 13TH AT THE METHODIST CHURCH 2 TO 6PM

Our meeting started with Champagne Toasts [Apple Juice] to celebrate the approval of the Gator Alley Project by ALDOT, the approval of the 2016 budget, and the gazebo project now in the hands of the Council with Mrs. Conaway as Chair…………
A-ALDOT has approved the plans finally .we move forward soon…………..
B- Breast Cancer Awareness Month-we did not like the ribbon last year so chose not to use them this year…..Fairhope, on the other hand, did twice as many and it looked PINK all everywhere…….their ribbons were pinker and hung at chest level……..ours were too high and too pale last year ..a rethink is in order if we are to of any help to Meredith……we made a few wooden ribbons leaving little impact…
C-Treasurer's Report- we have a $1,100.00 [appx] left in the 2015 budget that the Mayor told me he would have carried over for us plus our $15,000 2016 budget…….. Our Arbor Day Supplies have been ordered leaving $6,793.61 for new projects……
D- Top Ten List
1-The three Gazebos have been approved again and the building of them has been turned over to the Council with Mrs. Conaway signing contracts as voted on by a 4 to 1 majority…..hopefully they can be completed by the end of the year…. 12 months + 2 for Joe Louis Patrick Park
2-Complete planting requested on the HWY 64" Island" ….it was started last year just never completed ….6 months..
3-I -10/181 Interstate overpass needs attention about 30 minutes on the Daphne side of the bridge-10 months
4-Master Plan for all Gateways to Daphne……...waiting for decision from the Mayor-11 months……..
5-Master Plan for Malfunction Junction- 10+ years…………
6-Erosions of grass near CVS in 98 medium result of ALDOT move roadway several other places included…..If this a project only ALDOT can fix, is there a contact name available….10 months
7-Centennial Park- Pave south parking lot, add mulch, pick up cigarette butts[needed daily], how do we Parks to be changes to no smoking Parks, add railing for children's safety with cute dinosaurs designs, add another fun structure, 12 dark red Crape Myrtles inside the fence-4 months…
8-Patriot's Point need some more attention before Veteran's day Nov 8? many bushes near the location are well past their prime and would look better with nothing- 4 months

9-Museum Group is very grateful for our help .they wrote a thank you note…..still need 6 lavender Crape Myrtle, near fence arear to be marked-removal of old pine straw with good base for new straw, create walkway and create edging……tables, rail and doors are wonderful- 3 months

10-DRA has a request for sidewalk from back to front of City Hall-3 months
11 Master Plan for al 2016 projects, suggestion include upgrading all parks-2 months
12-Help has been request for Bay Front Park to have more planting to match the ones already there on the south side of the building and to help with ideas to create a screening for the underparts of the building………..2 months
13-Walk around flag pole at City Hall…..the Mayor has already approve this project-5 months

E-Public Works report

F- High 181 at the bridge needs attention -5 months

G- New gate Ways for the City .waiting for the Mayor-12 months
H-Still working on heavily littered areas……...our cigarette Box for 64/98 is due out soon-5 months
I-Patriotic Banners- how many have been ordered???????
J-DRA- Oct 17 9 AM Dedication of the Bike and Seating Cubes…… about 25 attended including Council Members Mrs. Conaway, Rudicell, Like, Fry and Scott…….
K- Keep America beautiful Meeting in Flowood , Miss Oct 21-23 Dorothy will attend……….
L- Beautification Awards- District 1 for Jan……Met with Catholic Church representatives to discuss the dead/ dying money grass in front of the old church………They hope to get it removed to be considered for Beautification Award……..after all the wonderful work on the north end of the property………
M- Mayor Report- Mayor's father-in-law was in the hospital so he did not attend .the new Marketing Coordinator Kara Wilbourn attended……Kwilbourn@daphneal.com is her email…….
N- Next Meeting is Dec 2nd …Trim the Tree Day……...we will meet at 9 to trim the tree and then have our meeting……...

DAPHNE MUSEUM MINUTES
SEPTEMBER 14, 2015

ATTENDEES: **Jeanne Nelson, Betty Baker, Lee Swetman, Arva Brown, Rachel Burt, Al Guarisco, Emily Hammond, Candice Bishop, Helen Baroco, Camilla Butler, Mildred Foster, Stephanie Middleton, Dooley Berry, Scott Berry, and Mickey Boykin**
CALL TO ORDER: **In the absence of President Ken Balme, Vice President Emily Hammond called the meeting to order. The Pledge of Allegiance was then recited.**
MINUTES: **The minutes of the August 10, 2015, meeting were approved.**
VOLUNTEER ASSIGNMENTS/SCHEDULES: **No changes to schedule.**
TREASURER'S REPORT: **The Treasurer's report for the period 7-31-15 – 8-31-15 showed a beginning balance of $4,271.56, with credits of $32.00, for an ending balance of $4,303.56. Petty Cash: $30.39. The report was accepted and filed for record.**
COMMITTEE REPORTS, UNFINISHED/OLD BUSINESS, AND NEW BUSINESS **were dispensed with so that the museum schedule for the Daphne Jubilee Festival could be established. The Festival will be open from 10:00 a.m. to 5:00 p.m. on Saturday, September 26, and Sunday, September 27. Schedules were established to cover each day. The museum will be closed both days.**
ANNOUNCEMENTS:

- **Rachel showed the flag she contracted to have made for display on the rail fence at the entrance to the museum parking lot whenever the museum is open. It is red, white, and blue, with large letters spelling "OPEN" easily discernible when flag is displayed. A bracket to hold the flag has been attached to the fence.**
- **Arva announced the Farmer's Market in the parking area at the Daphne United Methodist Church would be open Friday and Saturday, 18 and 19th of September.**
- **Dooley announced that she and Scott had replaced the flowers in the three large pots in front of the museum at a cost of $66.08.**
- **The next regular meeting will be on Monday, October 12, at 10:00 a.m.**

There being no further business the meeting was adjourned.

Respectfully submitted

Mickey Boykin, Secretary

CITY OF DAPHNE, AL
INDUSTRIAL DEVELOPMENT BOARD MEETING
1705 MAIN STREET, DAPHNE, AL
NOVEMBER 18, 2015
6:00 P.M.

1. CALL TO ORDER/ROLL CALL

There being a quorum present the chairman called the meeting to order at 6:05 p.m.

MEMBERS PRESENT – Toni Fassbender; Dan Romanchuk; Denis Kearney, III; Pokey Miller; John Cox.

Absent: Doug Bailey.

Also present – Councilman Pat Rudicell, Councilman Robin LeJeune, Councilman John Lake, Councilwoman Angie Phillips, Britton Bonner, City Attorney, Victoria Phelps, Sean Gibbs, Britton Bonner, David Hudgens.

2. APPROVE MINUTES / August 24, 2015

MOTION BY Denis Kearney to approve the August, 2015 meeting minutes as written. Seconded by. John Cox.

MOTION CARRIED UNANIMOUSLY

3. PUBLIC PARTICIPATION

No one spoke.

4. OLD BUSINESS

1.) Discuss DISC Project

The board discussed the DISC project, and asked to meet with the full council to discuss the project.

5. TREASURERS REPORT

No treasurers report.

6. NEW BUSINESS

No new business.

7. REPORT FROM BALDWIN COUNTY ECONOMIC ALLIANCE

No report.

8. OTHER BUSINESS

No other business to discuss.

9. NEXT MEETING

The next meeting will be November 30, 2015 with full council

10. ADJOURN

MOTION BY John Cox to adjourn. Seconded by Denis Kearney.

MOTION CARRIED UNANIMOUSLY

CITY OF DAPHNE, AL
INDUSTRIAL DEVELOPMENT BOARD MEETING
1705 MAIN STREET, DAPHNE, AL
NOVEMBER 18, 2015
6:00 P.M.

The board adjourned at 8:10 p.m.

Submitted by:	Certification of Presiding Officer:
______________________________	______________________________
Rebecca Hayes, Secretary	Toni Fassbender, Chairman

A

1. **CALL TO ORDER**

2. **CALL OF ROLL: LARRY CHASON, CHARLES SMITH, TYRONE FENDERSON, RON SCOTT, MARYBETH BERGIN, AND CHIEF WHITE**

3. **APPROVAL OF MINUTES**

4. **NEW BUSINESS:**

A. **PRELIMINARY/FINAL PLAT REVIEW:**

1. **File SDPF15-06: (APPROVED)**

Subdivision: Buster Manci Tract

Present Zoning: B-2, General Business

Location: Southwest corner of Belrose Avenue and Main Street
Area: 0.13 Acres ±, (2) lots
Owner: William Arthur Manci
Agent: Harry P. Johnson
Surveyor: Moore Surveying - Seth Moore

B. **SITE PLAN REVIEW:**

1. **File SP15-14: (APPROVED)**

Site: Byer Properties

Zoning(s): B-1, Local Business

Location: Southeast of the intersection of North Main Street and Pinehill Road
Area: 0.40 Acres ±
Owner: Byers Properties, L.L.C. - Rita Byers
Engineer: Barton & Shumer Engineering - David Shumer

2. **File SP15-15: (APPROVAL OF SITE PLAN, CONTINGENT UPON THE PROVISION OF A LANDSCAPE BUFFER; REZONING OF THE ADJACENT PROPERTY OR THE APPROVAL OF A VARIANCE BY THE BOARD OF ZONING ADJUSTMENT)**

Site: Christ the King Catholic Church Immaculata Center

Zoning(s): B-2, General Business

Location: Northwest corner of Main Street and Dryer Avenue
Area: 0.57 Acres ±
Owner: Christ the King Catholic Church - Matthew O'Connor
Engineer: Cowles, Murphy, Glover - Gary Cowles or Bruce Smith

3. **File SP15-16: (APPROVED)**

Site:	**Hughes Funeral Home & Crematory**
Zoning(s):	***B-2, General Business***
Location:	Southwest of the intersection of Randall and Pollard Road
Area:	2.0 Acres ±
Owner:	Benjie Hughes
Engineer:	Hutchinson, Moore & Rauch - Ray Moore or Robbie Strom

C. ADMINISTRATIVE PRESENTATION - Extension Requests for Projects Approved Prior to September 1, 2011:

1. **File SDPE15-02:**

Presentation to be given by Mr. Steve Pumphrey, representing Preble-Rish, requesting an extension of time for the approval of the preliminary plat for Caroline Woods Subdivision, Phase Two C and D. The preliminary plat was approved by the Planning Commission on April 22, 2010. One-year extension was granted on December 15, 2011, two-year extension on November 15, 2012, and one-year on October 23, 2014. (APPROVAL OF A TWO-YEAR EXTENSION SET TO EXPIRE ON NOVEMBER 19 , 2017)

2. **File SDPE15-03:**

Presentation to be given by Mr. Steve Pumphrey, representing Preble-Rish, requesting an extension of time for the approval of the preliminary plat for Caroline Woods Subdivision, Phase Three B. The preliminary plat was approved by the Planning Commission on November 18, 2010. One-year extension was granted on December 15, 2011, two-year extension on November 15, 2012, and one-year on October 23, 2014. (APPROVAL OF A TWO-YEAR EXTENSION SET TO EXPIRE ON NOVEMBER 19 , 2017)

D. ADMINISTRATIVE PRESENTATION:

1. **File AP15-05:**

Presentation to be given by John W. West, owner, requesting to amend the Olde Towne Daphne District to include Lot 5 and 9, Issac Austin Properties Subdivision zoned B-1, Local Business. (UNANIMOUS FAVORABLE RECOMMENDATION TO CITY COUNCIL)

5. **PUBLIC PARTICIPATION**
6. **ATTORNEY'S REPORT**
7. **COMMISSIONER'S COMMENTS**
8. **DIRECTOR'S COMMENTS:**
   a. **Announcement of new employee, Jessica Watts, Planner**
   a. **Meeting dates: Site preview, December 9, and regular meeting, December 17, 2015**
9. **ADJOURNMENT**

SET PUBLIC HEARING DATE FOR

JANUARY 4, 2016

TO CONSIDER:

1.) Amending the Land Use and Development Ordinance / Revisions to Olde Towne District Map

MEMORANDUM

To: Office of the City Clerk

From: Adrienne D. Jones,
Community Development Director

Subject: Proposed Amendment to the Olde Towne Daphne District Map

Date: December 1, 2015

At the November 19, 2015, regular meeting of the City of Daphne Planning Commission, six members were present. The motion to set forth a ***favorable recommendation*** carried unanimously of the above-mentioned amendment to the Olde Towne Daphne District Map.

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

Upon receipt of said documentation, please prepare an ordinance for placement on the City Council agenda of Monday, December 7, to set the public hearing for Monday, January 4, 2016.

Thank you,
ADJ/jv

cc: file

attachment(s)

1. Olde Towne Daphne District Map Planning Report (Copy Attached)

PLANNING COMMISSION

COMMUNITY DEVELOPMENT

Daphne

ALABAMA

The Jubilee City

PROPOSED AMENDMENT TO THE LAND USE & DEVELOPMENT ORDINANCE

APPENDIX I
EXHIBIT B
OLDE TOWNE DISTRICT MAP

John W. West
508 Main Street
Daphne, Alabama 36526

10/16/15

Mrs. Adrienne D. Jones, Director
City of Daphne Department of Community Development
P.O. Box 400
Daphne, Alabama 36526

RE: Proposed amendment to the Olde Towne District Map

I, John W. West, the owner of Lots 1, 2, 3, 4 and 6, 7 and 8 of Issac Austin Properties Subdivision which are presented included in the District do hereby request to amend the Olde Towne Daphne District Map to also include the contiguous properties of Lot 5 and 9 of Issac Austin Properties Subdivision upon annexation as B-1 into the City of Daphne.

If you have any questions, please call.

Sincerely,

John W. West

John W. West

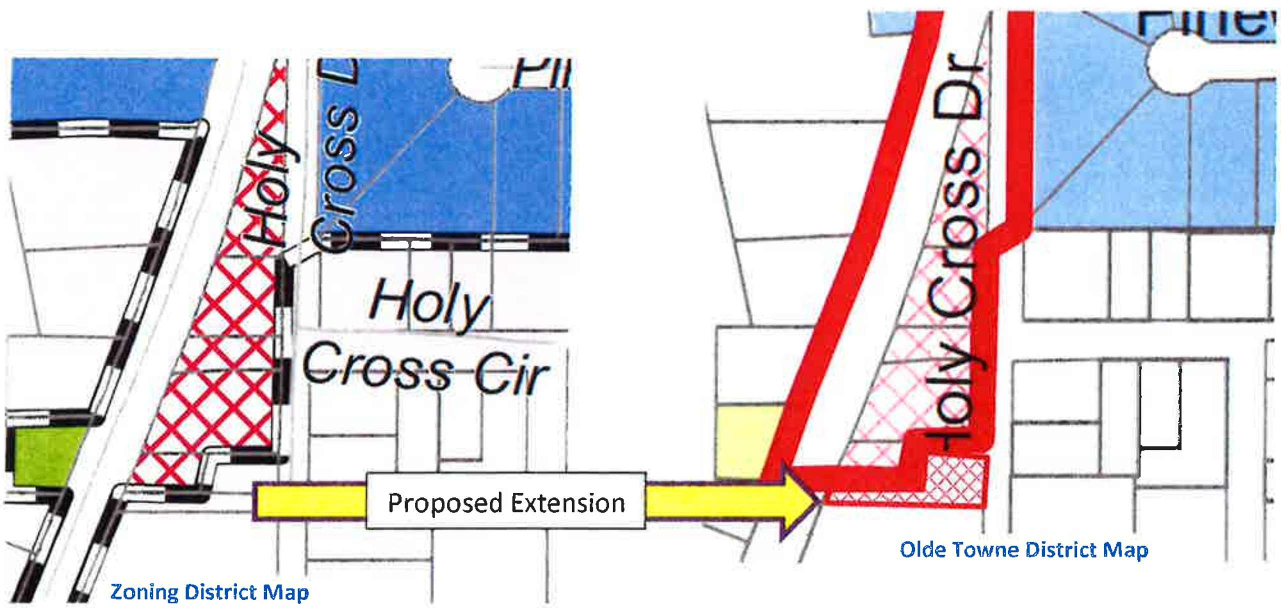
Proposed Amendment to the Olde Towne Daphne District Map

The Olde Towne Daphne District was established by Ordinance 2002-08. The district map was adopted 2002-27 and amended by Ordinances 2003-05, 2005-12, 2008-04, 2009-66. *John West, the petitioner, requests consideration of an amendment the Olde Towne Daphne District Map to include 2 lots: Lot 5 Issac Austin subdivision and parcel known as Lot 9 of Issac Austin subdivision. This particular property was pre-zoned B-1, Local Business by City Council on November 2, 2015 as Ordinance 2015-62.* In the same meeting, City Council approved the petition to annex the subject property into the City limits (Ordinance 2015-63*).*

The subject property is contiguous to the southern boundary of the Olde Towne District. It would be appropriate to amend the district map by incorporating said land therein.

Inclusion in the Olde Towne District would be advantageous to the petitioner in that all of his real estate would be subject to the provisions of Article 14, Olde Towne Daphne District.

Like zoning amendments, annexation petitions and preliminary plat approvals, an amendment to the Olde Towne Daphne map must be approved by an affirmative vote of six (6) members



SUMMARY OF DEPARTMENTAL REVIEWS/RECOMMENDATIONS

Community Development – Recommend approval

*Note: Zoning changes occurring between July 1st and December 31st will be reflected in a future Official zoning map amendment.

CITY OF DAPHNE

ORDINANCE NO. 2016-

Amending the Land Use and Development Ordinance 2011-54
Revision to Appendix I of the City of Daphne
Olde Towne District Map

WHEREAS, the Planning Commission of the City of Daphne, at their regular meeting held on November 19, 2015, favorably recommended certain amendments to the Olde Towne District Map approved and adopted by Ordinance No. 2011-54 referenced in Appendix I "Exhibit B" of the Daphne Land Use & Development Ordinance; and

WHEREAS, said amendments are necessary due to various rezoning and annexation requests, which have been approved since the adoption of Ordinance No. 2011-54 and Ordinance No. 2003-05, 2005-12, 2008-04 and 2009-66; and

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

WHEREAS, a public hearing regarding the proposed Olde Towne District Map amendments was held by the City Council January 18, 2016; and

WHEREAS, the City Council of the City of Daphne after due consideration believe the amendment to said Olde Towne District Map as requested by the Planning Commission are proper and in the best interest of the City.

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

SECTION I. OLDE TOWNE DISTRICT MAP

The Olde Towne District Map referenced hereto as Exhibit "A" attached to this Ordinance shall be the official boundary map for the Olde Towne District of the City of Daphne, Alabama.

SECTION II. AMENDMENT

Ordinances 2011-54, 2003-05, 2005-12, 2008-04 and 2009-66 and any other amendments to these Ordinances are hereby amended to the extent that the previous Olde Towne District Map referenced in Land Use Ordinance Appendix I of Exhibit "B" and any amendment thereto, conflict with the Olde Towne District Map referenced as Exhibit "A".

SECTION III. REPEALER

Any Ordinance(s) or parts of Ordinance(s) conflicting with the provisions of this Ordinance are hereby repealed insofar as they conflict.

SECTION IV. EFFECTIVE DATE

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

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, ON THE ________ DAY ________________, 2016.

____

Dane Haygood,
Mayor

ATTEST:

____

Rebecca A. Hayes
City Clerk

PLEASE Publish in the Bulletin Legal Section on **Wednesday, December 16, 2015.**

FIRST NOTICE OF PUBLIC HEARING

Notice is hereby given the first time that the City Council of the City of Daphne will hold a Public Hearing on January 18, 2016 at 6:30 pm in the Council Chambers at City Hall, 1705 Main Street, Daphne, Alabama. The public is welcome to attend and offer comments opposing or favoring a proposed Ordinance amending the Land Use and Development Ordinance / Olde Towne District Map. Any person with an American's with Disabilities Act disability must contact the City Clerk's office ten days prior to the Public Hearing, in order for accommodations to be made.

Rebecca A. Hayes, City Clerk

PROPOSED ORDINANCE:

CITY OF DAPHNE
ORDINANCE NO. 2016-

Amending the Land Use and Development Ordinance 2011-54
Revision to Appendix I of the City of Daphne
Olde Towne District Map

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WHEREAS, said amendments are necessary due to various rezoning and annexation requests, which have been approved since the adoption of Ordinance No. 2011-54 and Ordinance No. 2003-05, 2005-12, 2008-04 and 2009-66; and

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

WHEREAS, a public hearing regarding the proposed Olde Towne District Map amendments was held by the City Council January 18, 2016; and

WHEREAS, the City Council of the City of Daphne after due consideration

PLEASE Publish in the Bulletin Legal Section on **Wednesday, December 23, 2015.**

SECOND NOTICE OF PUBLIC HEARING

Notice is hereby given the second time, the first notice was published on December 16, 2015, that the City Council of the City of Daphne will hold a Public Hearing on January 18, 2016 at 6:30 pm in the Council Chambers at City Hall, 1705 Main Street, Daphne, Alabama. The public is welcome to attend and offer comments opposing or favoring an ordinance amending the Land Use and Development Ordinance / Olde Town District Map as presented below. Any person with an American's with Disabilities Act disability must contact the City Clerk's office ten days prior to the Public Hearing, in order for accommodations to be made.

Rebecca A. Hayes, City Clerk

PROPOSED ORDINANCE:

CITY OF DAPHNE

ORDINANCE NO. 2016-

Amending the Land Use and Development Ordinance 2011-54
Revision to Appendix I of the City of Daphne
Olde Towne District Map

WHEREAS, the Planning Commission of the City of Daphne, at their regular meeting held on November 19, 2015, favorably recommended certain amendments to the Olde Towne District Map approved and adopted by Ordinance No. 2011-54 referenced in Appendix I "Exhibit B" of the Daphne Land Use & Development Ordinance; and

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WHEREAS, a public hearing regarding the proposed Olde Towne District Map amendments was held by the City Council January 18, 2016; and

WHEREAS, the City Council of the City of Daphne after due consideration believe the amendment to said Olde Towne District Map as requested by the Planning Commission are proper and in the best interest of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY

MASTER FIBER LEASE AGREEMENT

THIS **MASTER FIBER LEASE AGREEMENT** is made as of ___________, 2015 (the “Effective Date”), by and between Southern Light, LLC, an Alabama limited liability company, having its principal place of business at 107 St. Francis Street, Mobile, Alabama, 36602 ("SL"), and THE CITY OF DAPHNE, ALABAMA, having its principal place of business 1705 Main Street, Daphne, AL 36525 ("Lessee").

RECITALS

SL has installed fiber optic cable (the "System") as part of its business system within the State of ___AL___, described in the attached Schedules attached hereto, as such Schedules may be amended from time to time by the parties (the "Service Area"), on which there currently is capacity. Lessee desires to use certain of such fiber optic strands for the purpose of using fiber to provide lawful telecommunications services (the “Purpose”). Subject to the terms and conditions set forth below, SL desires to lease fiber over the System to Lessee, and Lessee desires to lease such fiber.

WHEREAS, the Lessee desires to engage Southern Light to allow Lessee to lease certain of such fiber optic strands described in any and all Schedules, Exhibits, or Service Orders attached hereto and incorporated herein by reference;

WHEREAS, the Lessee is agreeable to the compensation for such fiber optic strands as set forth on any and all Schedules, Exhibits or Service Orders attached hereto and incorporated herein by reference;

AND WHEREAS, Southern Light is willing to lease certain of such fiber optic strands for the Lessee upon the additional terms, agreements, conditions and covenants hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree and contract as follows:

Definitions

“Agreement” means this Master Fiber Lease Agreement, as amended and agreed upon by the Parties from time to time.

“Business Hours” means 7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding legal holidays.

“Lessee Premises” is defined to mean all real property owned or leased by the Lessee.

"Fiber Build" is defined to mean an instance when Southern Light constructs new fiber network in order to connect a Lessee Premise to the Southern Light network.

"Monthly Service Fee" means the amount specified as the Monthly Service Fee in the relevant Schedule, Exhibit or Service Order.

"Service(s)" is defined to mean services provided by Southern Light pursuant to this Agreement and any addenda attached hereto.

"Service Installation Charge" means the amount specified as the Service Installation Charge in the relevant Schedule, Exhibit or Service Order.

"Service Period," means the period of time agreed upon by the Parties for the delivery of Telecommunications Services, beginning on the Start of Service Date.

"Start of Service Date" is the date Lessee is notified by Southern Light that Service is installed and tested by Southern Light and is made available for Lessee's use. Billing and the Service Period will commence on the Start of Service Date.

AGREEMENT

In consideration of the foregoing, and of the promises and covenants contained in this Agreement, the parties hereby agree as follows:

1. General. Southern Light agrees to perform Services for the Lessee as described in Exhibit A attached hereto, and in accordance with the specifications set forth thereon. Southern Light shall exercise the usual and customary standards of performance in the telecommunications industry in performing the Services in a prompt and efficient manner. Southern Light has the right to accept or reject any Schedule, Exhibit or Service Order issued by the Lessee.

2. Lease Arrangements.

(a) Leased Facilities. SL hereby leases to Lessee the fiber described on the attached Exhibit A, Paragraph One , as it shall be amended from time to time, attached hereto (the "Leased Facilities") for the Purpose.

(b) Acceptance of Leased Facilities. By its execution and delivery of this Agreement with Exhibit A attached, Lessee hereby accepts the Leased Facilities.

3. Term. This Agreement shall commence on the Effective Date hereof and remain in full force and effect for a period of twenty-four (24) months from Start of Service Date, and shall continue until all Schedules, Exhibits and Service Orders have come to the end of their term and will renew annually thereafter unless terminated by the parties or until all leases pursuant hereto have completed their term, whichever occurs last unless: (i) terminated by either party upon

one hundred eighty day (180) days prior written notice at the end of the initial term; (ii) terminated pursuant to Sections 11 or 17 hereof; or (iii) the parties mutually agree otherwise in which case the terms of such mutual agreement will control (the "Term").

4. Billing and Payment. As full and complete compensation for the Services, Lessee agrees to pay Southern Light and Southern Light agrees to accept for its Services the compensation provided in Exhibit A attached hereto and incorporated herein by this reference.

4.1 Billing for Services begins on the Start of Service Date and will not be delayed due to Lessee premises equipment or Lessee readiness to accept Service. Southern Light will bill monthly for Service, except that usage based charges will be billed in arrears.

4.2 Payment on all bills for Services provided to Lessee by Southern Light are due by the next bill date ("Payment Date"), regardless of the bill media used and must be paid in immediately available funds. If the Payment Date falls on a Saturday, Sunday or legal holiday, payment for such bills will be due on the last business day preceding such Saturday, Sunday or legal holiday.

4.3 Lessee's obligation to pay the amounts due under this Agreement are not severable and in no case shall Lessee be entitled to retain access to, or use of, some Services while being in default with respect to payment of any, or any portion of, any amounts owed under this Agreement regardless of whether such payment may be attributable to any other Services.

4.4 The Lessee may pre-pay a portion or all of the monthly service fees at any time to reduce or eliminate future monthly charges.

4.5 With reference to the Agreement as set forth in Exhibit "A" attached hereto, Lessee agrees to pay all applicable federal, state, and local excise, gross receipts, value added, sales, use or other similar tax, surcharge, government-authorized fees or similar liabilities, as such taxes and other charges related to the provisioning or sale of the Service provided by Southern Light or the use of public streets or rights of way, whether designated as franchise fees or otherwise (excluding any tax on Southern Light's corporate existence, status or income). Such taxes, surcharges and fees will be billed separately from Service Fees on the invoice and, unless Lessee is exempt, must be paid directly to Southern Light at the same time as all other charges are due and payable in accordance with this Agreement. If Lessee claims an exemption from any taxes, Lessee must provide Southern Light with appropriate documentation for any exemption prior to the commencement of billing. Lessee acknowledges that even if Lessee is exempt from other taxes, fees and surcharges, that Lessee retains responsibility for applicable state property taxes.

4.6 In order to properly dispute any charges under this Agreement that have been billed to Lessee by Southern Light, Lessee must submit a written and fully documented claim for the disputed amount via a Billing Disputes Form provided by Southern Light. All claims must be submitted to Southern Light within one hundred twenty (120) calendar days of Lessee's receipt of the invoice for the Services for which charges are disputed, or the invoice shall be deemed correct and Lessee waives all rights to file a claim. Upon receipt of a Billing Disputes Form, Southern Light promptly will commence an investigation of the dispute and will use commercially reasonable efforts to respond to Lessee's dispute within thirty (30) days of receipt. If the dispute is resolved in favor of Lessee, Lessee will be credited the full disputed amounts and any interest charged by Southern Light on the disputed amount. If the dispute is resolved in favor of Southern Light and Lessee has paid the disputed amount on or before the Payment Date, no interest charges or penalties will apply. If the dispute is resolved in favor of the Southern Light and Lessee has withheld the disputed amount, at Southern Light's sole discretion, Southern Light may assess interest charges as outlined in this Agreement on the disputed amount retroactive to the original Payment Date to the extent allowable by law.

5. Use of Facilities. Lessee shall not use the Leased Facilities in violation of this Agreement, any law, rule, regulation or order of any governmental authority having jurisdiction, or any franchise, license, agreement or certificate relating to the System or SL's franchises, unless the validity thereof is being contested in good faith and by appropriate proceedings. Lessee shall not do or permit anything to be done with respect to the Leased Facilities that would invalidate or conflict with any insurance policies maintained by SL or Lessee covering the Leased Facilities. Lessee may not lease, resell or otherwise transfer Lease Facilities other than as expressly permitted in a separate written acknowledgement by SL.

6. Non-Exclusivity; Connections to Leased Facilities. Nothing in this Agreement to the contrary shall be construed to require SL to be Lessee's exclusive provider of, or contractor with respect to, conduit in the Service Area or to limit in any way Lessee's right in its own name to apply for and obtain municipal franchises, authorizations and permits, to construct, maintain and own conduit facilities, and to apply for and obtain pole attachment agreements, conduit licenses or other rights-of-way agreements from other rights-of-way providers. SL and Lessee shall cooperate in identifying reasonable existing handholes, or at Lessee's sole expense, identifying and placing new handholes, for Lessee's conduit access, splicing and other related activities ("Splice Points"). SL shall provide Lessee with 24-hour, 365-day access to each Splice Point for the purposes of locating the Leased Facilities and installing and maintaining Lessee's cables and splices; provided, however, that Lessee shall give SL prior written notice of any such installation, maintenance or splicing activity, and SL shall be entitled to be present and to supervise Lessee and its contractors with respect to such activity at a rate of $250.00 per hour. All of Lessee's cable and splices shall be tagged to identify Lessee's ownership. All of Lessee's slack cable shall be coiled neatly, and Lessee shall exercise reasonable care and tidiness related to any access to any Splice Points.

7. Maintenance. The cost of routine maintenance shall be included in the monthly lease fee.

Southern Light will perform scheduled routine maintenance ("Scheduled Maintenance") as necessary on the Southern Light Network. Emergency Maintenance, which in Southern Light's reasonable judgment is necessary to restore a loss of Service or prevent the impairment of network Services, may be undertaken. Southern Light will use commercially reasonable efforts to notify Lessee prior to Emergency Maintenance.

8. Title. All right, title and interest in all the Leased Facilities provided by SL hereunder shall at all times remain exclusively with SL. All right, title and interest in all facilities and associated equipment provided by Lessee shall at all times remain exclusively with Lessee.

9. Liens and Encumbrances. Neither party, directly or indirectly, shall create or impose any lien on the property of the other, or on the rights or title relating thereto, or any interest therein, or in this Agreement. Each party will promptly, at its own expense, take such action as may be necessary to duly discharge any lien created by it on the property of the other.

10. Representations and Covenants Regarding Authorizations.

(a) SL hereby represents, warrants and covenants to Lessee as follows:

(i) Upon request by Lessee, SL shall make available to Lessee true and correct copies of each governmental or municipal approval, franchise and authorization, right-of-way agreement, pole attachment agreement, conduit agreement and lease, license, consent or other agreement relating to the Leased Facilities (all of which are hereinafter collectively called the "Authorizations") obtained by it, redacted as necessary to protect any confidential information.

(ii) SL, exercising its reasonable judgment based upon information currently available, interprets the Authorizations obtained by it as lawfully permitting it to consummate the transactions and perform its obligations provided for in this Agreement.

(iii) SL will use commercially reasonable efforts throughout the Term to obtain and maintain all Authorizations reasonably necessary to permit it to lease the Leased Facilities to Lessee and perform its obligations under this Agreement.

(iv) SL is duly organized, validly existing and in good standing under the laws of the State of its incorporation or organization and has full power and authority to execute, deliver and perform the terms of this Agreement.

(v) There is no litigation, proceeding or governmental investigation to which SL is a party which could result in any material adverse effect on its ability to perform its obligations under this Agreement.

(b) Lessee hereby represents warrants and covenants to SL as follows:

(i) Upon request by SL, Lessee shall make available to SL true and correct copies of each Authorization obtained by it, redacted as necessary to protect any confidential information, and Lessee has fully disclosed to SL any material facts known to Lessee, which, in each case, relate to Lessee's ability to use the Leased Facilities and perform Lessee's obligations under this Agreement.

(ii) Lessee, exercising its reasonable judgment based upon information currently available, interprets the Authorizations obtained by it as lawfully permitting it to consummate the transactions and perform its obligations provided for in this Agreement.

(iii) Lessee will use commercially reasonable efforts throughout the Term to obtain and maintain all Authorizations reasonably necessary to permit it to lease the Leased Facilities from SL and perform its obligations under this Agreement.

(iv) Lessee is duly organized and validly existing under the laws of its state of organization and has full power and authority to execute, deliver and perform the terms of this Agreement.

(v) There is no litigation, proceeding or governmental investigation to which Lessee is a party which could result in any material adverse effect on its ability to perform its obligations under this Agreement.

11. <u>Compliance With Law</u>. Each party shall perform its respective rights and obligations hereunder in accordance with the Authorizations obtained by it and all applicable laws, rules and regulations imposed by any governmental authority.

12. Condemnation and Casualty.

(a) Condemnation. If all or any portion of the Leased Facilities are taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain, Lessee shall be entitled to terminate this Agreement with respect to such Leased Facilities. SL will notify Lessee within five (5) days upon notice of possible condemnation. In such event, both parties shall be entitled, to the extent possible under applicable law, to participate in any condemnation proceedings to seek to obtain compensation by either joint or separate awards for the economic value of their respective interests in the Leased Facilities and will equitably share any awards as their economic interests appear.

(b) Casualty. If all or any portion of the Leased Facilities are made inoperable and beyond feasible repair due to a casualty caused by a third party or other Force Majeure Event (as that term is defined in Section 18 below), Lessee shall be entitled to terminate this Agreement with respect to the Leased Facilities affected by such casualty or other Force Majeure Event. In such event, both parties shall be entitled to seek to recover the economic value of their respective interests in the Leased Facilities (i) under any insurance policy carried by either party or any third party, or (ii) in either joint or separate actions, from any third party which may be legally responsible for causing such casualty. The parties will equitably share any recoveries as their economic interests appear.

13. Insurance. Both parties shall maintain insurance coverage throughout the Term as follows:

> Insurance against liability for damage to property and/or bodily injury of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate.

All expenses for said insurance shall be at each party's respective cost. A certificate evidencing the insurance coverage required herein shall be provided by each party to the other party within thirty (30) days of the Effective Date.

Any agent or contractor of either party performing work for such party under this Agreement shall be required to carry insurance to the same extent as required above as a condition of performing such work.

14. Proprietary Information. Each party acknowledges that, in the course of the performance of this Agreement, it may have access to privileged and proprietary information claimed to be unique, secret and confidential, and which constitutes the exclusive property or trade secrets of the other, and the parties acknowledge that they are in a confidential relationship with each other. This information may be presented in documents marked with a restrictive notice or otherwise tangibly designated as proprietary or during oral discussions, at which time representatives of the disclosing party will specify that the information is proprietary. Each party agrees to maintain the

confidentiality of the proprietary information and to use the same degree of care as it uses with regard to its own proprietary information to prevent the disclosure, publication or unauthorized use of the proprietary information. Neither party may duplicate or copy proprietary information of the other party other than to the extent necessary for legitimate business uses in connection with this Agreement. A party shall be excused from these nondisclosure provisions if the proprietary information has been, or is subsequently, made public by the other party or is independently developed by such party or if the other party gives its express, prior written consent to the disclosure of the proprietary information or if the disclosure is required by law or regulation. Notwithstanding anything to the contrary in this Agreement, this provision shall survive the termination or expiration of this Agreement.

15. Limitation of Liability Notwithstanding any provision of this Agreement to the contrary, neither Party shall be liable to the other Party for any special, incidental, indirect, punitive or consequential damages, whether foreseeable or not, arising out of, or in connection with such Party's failure to perform its respective obligations hereunder, including, but not limited to, loss of profits or revenue (whether arising out of transmission interruptions or problems, any interruption or degradation of Service or otherwise), or claims of Lessees, whether occasioned by any construction, reconstruction, relocation, repair or maintenance performed by, or failed to be performed by, the other Party or any other cause whatsoever, including breach of contract, breach of warranty, negligence, or strict liability, all claims for which damages are hereby specifically waived. Nothing contained herein shall operate as a limitation on the right of either Party hereto to bring an action for damages against any third party, including claims for indirect, special or consequential damages, based on any acts or omissions of such third party. In no event shall Southern Light be liable to Lessee for any direct injury, loss or damages arising out of or resulting from any cause whatsoever arising out of, or in connection with such Party's failure to perform its respective obligations hereunder to the extent such damages are in excess of the total amount of fees received from Lessee pursuant to this Agreement. THE ABOVE LIMITATION OF LIABILITY SHALL APPLY TO INDIRECT LIABILITY INVOLVING SUITS BROUGHT AGAINST THIRD PARTIES WHO, DIRECTLY OR THROUGH ONE OR MORE OTHER PARTIES, HAVE A RIGHT OF INDEMNIFICATION, IMPLEADER, CROSS-CLAIM, CONTRIBUTION, OR OTHER RIGHT OF RECOVERY AGAINST A PARTY TO THIS AGREEMENT. (e.g., if an affiliate of Party A sues Party B's contractor under circumstances in which the contractor has a right of indemnity against Party B).

Without limiting the provisions of the foregoing paragraph, Southern Light shall not be liable for operational failures or outages of the Facilities, nor other defects related to the construction and operation of the system or of the materials. Service Credits, as defined and calculated hereinabove, shall constitute the Lessee's sole and exclusive remedy for Service Interruptions.

17. Interruption of Service. In the event of any interruption of use by Lessee of any portion of the Leased Facilities, SL's sole obligation shall be to repair the cause of such interruption as soon as possible under the circumstances, at Lessee's cost if caused by Lessee or an agent or contractor of Lessee, and at SL's cost if caused by SL or an agent or contractor of SL, or by a third party. The remedy provided in this Section 17 shall be Lessee's sole and exclusive remedy for interruptions of use, subject to the termination provisions in Sections 21 and 23. SL shall use commercially reasonable efforts to restore service within eight (8) hours of any interruption of service.

18. Events of Default by Southern Light, Cure. Southern Light shall not be in default under this Agreement unless and until Lessee shall have given Southern Light written notice of such default and Southern Light shall have failed to cure the same within thirty (30) days after receipt of such notice; provided, however, that where such default cannot reasonably be cured within such thirty (30) day period, if Southern Light shall proceed promptly to cure the same and prosecute such curing with due diligence, the time for curing such default shall be extended for a period no longer than sixty (60) days from the date of the receipt of the default notice. Events of default shall include, but not be limited to: (a) the breach by Southern Light of any material term, covenant or condition of this Agreement; (b) the making by Southern Light of a general assignment for the benefit of its creditors; (c) the filing of a voluntary petition in bankruptcy or the filing of a petition in bankruptcy or other insolvency protection against Southern Light that is not dismissed within ninety (90) days thereafter; or (d) the filing by Southern Light of any petition or answer seeking, consenting to, or acquiescing in reorganization, arrangement, adjustment, composition, liquidation, dissolution or similar relief. Any event of default by Southern Light may be waived under the terms of this Agreement at Lessee's option. Upon the failure by Southern Light to timely cure any such default after notice thereof from Lessee, Lessee may: (i) take such action as may be provided herein to correct the default; and (ii) subject to Section 15 below, pursue any legal remedies it may have under applicable law or principles of equity relating to such breach. Notwithstanding the above, if Southern Light certifies to Lessee in writing that a default has been cured, such default shall be deemed to be cured unless Lessee otherwise notifies Southern Light in writing within fifteen (15) days of receipt of such notice from Southern Light.

19. Payment Default. Default by Lessee under the any of the payment provisions of this Agreement shall be governed by the following:

19.1 Southern Light may, in Southern Light's sole discretion, terminate this Agreement or any Service provided pursuant to any Schedule, Service Order or Exhibit hereunder, or suspend Services, upon Lessee's failure to pay any amounts or comply with any deposit requests as provided herein that is not cured after ten (10) days written notice. If Southern Light terminates this Agreement or any Service Order for non-payment, in addition to any other remedies that it may have under this Agreement or by operation of law, at its sole discretion, Lessee will be obligated to pay the following: (a) any charges accrued but unpaid as of the termination date; (b) any termination liability due pursuant to Section 21;

and (c) charges for unaffected Services.

19.2 After termination of this Agreement, Lessee shall have sixty (60) days in which to remove its equipment from the Facilities. If Lessee fails to disconnect and remove equipment within the allotted time, Southern Light may disconnect Lessee equipment from the Facilities at Lessee's cost.

19.3 Lessee's obligation to pay the amounts due under this Agreement are not severable and in no case shall Lessee be entitled to retain access to, or use of, some Services while being in default with respect to payment of any, or any portion of, any amounts owed under this Agreement regardless of whether such payment may be attributable to any other Services.

19.4 Notwithstanding anything to the contrary contained herein, Southern Light may immediately suspend and/or terminate all Services without notice if: (a) necessary to protect Southern Light's network; (b) Southern Light has reasonable evidence of Lessee's fraudulent or illegal use of Services; or (c) required by legal or regulatory authority. Southern Light reserves the right to protect the technical integrity of its Network and facilities used to protect the technical integrity of the network.

20. Events of Default by Lessee, Cure. With respect to any breach or failure to perform by Lessee under this Agreement, other than those provisions regarding payment as set forth in Section 4, Lessee shall not be in default under this Agreement unless and until Southern Light shall have given Lessee written notice of such default and Lessee shall have failed to cure the same within thirty (30) days after receipt of such notice; provided, however, that where such default cannot reasonably be cured within such thirty (30) day period, if Lessee shall proceed promptly to cure the same and prosecute such curing with due diligence, the time for curing such default shall be extended for a period no longer than sixty (60) days from the date of the receipt of the default notice. Events of default shall include, but not be limited to: (a) the breach by Lessee of any material term, covenant or condition of this Agreement; (b) the making by Lessee of a general assignment for the benefit of its creditors; (c) the filing of a voluntary petition in bankruptcy or the filing of a petition in bankruptcy or other insolvency protection against Lessee that is not dismissed within ninety (90) days thereafter; or (d) the filing by Lessee of any petition or answer seeking, consenting to, or acquiescing in reorganization, arrangement, adjustment, composition, liquidation, dissolution or similar relief. Any event of default by Lessee may be waived under the terms of this Agreement at Southern Light's option. Upon the failure by Lessee to timely cure any such default after notice thereof from Southern Light, Southern Light may: (i) terminate the Agreement or any service provided by Southern Light to Lessee pursuant to any Schedule, Service Order or Exhibit hereunder, (ii) take such action as it determines, in its sole discretion, to be necessary to correct the default; and (iii) pursue any legal remedies it may have under applicable law or principles of equity relating to such breach. If Southern Light terminates this Agreement or any Service provided by Southern Light to Lessee pursuant to any Schedule, Service Order or Exhibit for any of the aforementioned reasons, in addition to any other remedies available to Southern Light at law or in equity, Lessee will be

obligated to pay the following: (x) any charges accrued but unpaid as of the termination date; (y) any termination liability due pursuant to Section 14; and (z) charges for unaffected Services.

21. Termination Liability. If prior to the end of the term Southern Light terminates this Agreement or any service provided pursuant to any Schedule, Service Order or Exhibit hereunder pursuant to Section 19 above or Lessee terminates this Agreement or any service provided pursuant to any Schedule, Service Order or Exhibit hereunder for any reason other than pursuant to Section 20 above or in the case of Excessive Unavailability or a Chronic Outage, Lessee must pay, within thirty (30) days of such termination, all Monthly Service Fees and all unpaid Service Installation Fees associated with the terminated Service(s) for the balance of the term. If an On-Net Service is deemed to have experienced Excessive Unavailability or a Chronic Outage for any reason other than a Force Majeure Event, Lessee may terminate that Service prior to the end of the service term, so long as Lessee notifies Southern Light in writing within thirty (30) days of the applicable Service experiencing Excessive Unavailability or a Chronic Outage. Early termination of a Service without incurring a termination liability shall be Lessee's sole and exclusive remedy for a circuit that has experienced Excessive Unavailability or a Chronic Outage.

22. Limitation of Liability Notwithstanding any provision of this Agreement to the contrary, neither Party shall be liable to the other Party for any special, incidental, indirect, punitive or consequential damages, whether foreseeable or not, arising out of, or in connection with such Party's failure to perform its respective obligations hereunder, including, but not limited to, loss of profits or revenue (whether arising out of transmission interruptions or problems, any interruption or degradation of Service or otherwise), or claims of Lessees, whether occasioned by any construction, reconstruction, relocation, repair or maintenance performed by, or failed to be performed by, the other Party or any other cause whatsoever, including breach of contract, breach of warranty, negligence, or strict liability, all claims for which damages are hereby specifically waived. Nothing contained herein shall operate as a limitation on the right of either Party hereto to bring an action for damages against any third party, including claims for indirect, special or consequential damages, based on any acts or omissions of such third party. In no event shall Southern Light be liable to Lessee for any direct injury, loss or damages arising out of, or in connection with such Party's failure to perform its respective obligations hereunder to the extent such damages are in excess of the total amount of fees received from Lessee pursuant to this Agreement. THE ABOVE LIMITATION OF LIABILITY SHALL APPLY TO INDIRECT LIABILITY INVOLVING SUITS BROUGHT AGAINST THIRD PARTIES WHO, DIRECTLY OR THROUGH ONE OR MORE OTHER PARTIES, HAVE A RIGHT OF INDEMNIFICATION, IMPLEADER, CROSS-CLAIM, CONTRIBUTION, OR OTHER RIGHT OF RECOVERY AGAINST A PARTY TO THIS AGREEMENT. (e.g., if an affiliate of Party A sues Party B's contractor under circumstances in which the contractor has a right of indemnity against Party B).

Without limiting the provisions of the foregoing paragraph, Southern Light shall not be liable for operational failures or outages of the Facilities, nor other defects related to the construction and operation of the system or of the materials. Service Credits, as defined and calculated hereinabove, shall constitute the Lessee's sole and exclusive remedy for Service Interruptions.

23. Remedies. Upon the occurrence and during the continuance of any event of default, the non-defaulting party may, at its option, declare this Agreement to be in default and may, in addition to any other remedies provided herein, terminate this Agreement. No remedy is intended to be exclusive, but each shall be cumulative and in addition to and may be exercised concurrently with any other remedy available to SL or Lessee at law or in equity. **SUBJECT TO SECTION 16, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES AS A RESULT OF THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT.**

24. Force Majeure Events. Neither party shall be liable to the other for any failure of performance under this Agreement due to causes beyond its control, including but not limited to: acts of God, fire, flood , major weather events including, but in no way limited to, hurricanes and tropical storms, or other catastrophes; any law, order, regulation, direction, action or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over such party, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state or local governments, or of any civil or military authority; national emergencies; unavailability of materials; insurrections; riots; wars; terrorist attacks, be they foreign or domestic; or strikes, lock-outs, work stoppages or other labor difficulties (collectively, "Force Majeure Events").

25. Obligations of Lessee. In addition to the obligations of Lessee set forth elsewhere in this Agreement, Lessee shall have full and complete control, responsibility and liability for the signals distributed over the System by Lessee or for its benefit.

26. No Liability for Content. The content, which Lessee may access through any Service, is provided by independent content providers over which Southern Light does not exercise any control. Southern Light neither previews content nor exercises editorial control; does not endorse any opinions or information accessed through any Service; and assumes no responsibility for on-line content. Southern Light specifically disclaims any responsibility for accuracy or quality of the information obtained using any Service. Such content or programs may include, without limitation, programs or content of an infringing, abuse, profane or sexually offensive nature. All content from other parties accessed via a Service is accessed by Lessee and those users Lessee has authorized, all at Lessee’s own risk, and Southern Light assumes no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such content.

27. Damage, Loss or Destruction of Software Files and/or Data. Southern Light assumes no responsibility whatsoever for any damage to or loss or destruction of any of Lessee-installed hardware, software, files, data or peripherals which may result from Lessee’s use of any Service, or from Lessee-provided installation, maintenance or removal of any Service, Network, or related equipment or software. Southern Light warrants that data or files sent by or to Lessee across

the Southern Light network will be transmitted in uncorrupted form within a reasonable period of time.

28. This section intentionally left blank.

29. Assignments. Lessee may not assign, transfer, delegate or in any other manner dispose of any of its rights, privileges or obligations under this Agreement, without the prior written consent of SL, except: (i) to an affiliated entity controlling, controlled by or under common control of its parent; or (ii) in connection with a transaction pursuant to which Lessee sells all or substantially all of its business, assets or equity interests. Any attempt to make any such assignment, transfer or disposition without prior written consent from SL, other than as expressly excepted in this Section 29, shall be null and void. Any such request for consent shall not be unreasonably withheld or delayed.

30. Arbitration. Any controversy or claim arising out of or relating to this agreement, or breach thereof, shall be submitted to arbitration in accordance with the rules of the American Arbitration Association. Each party waives the right to litigate any issue concerning any dispute that may arise out of or relate to this contract or the breach of this agreement. Said arbitration shall take place in Mobile County, Alabama, and the parties shall select an arbitrator who resides in either Mobile or Baldwin County, Alabama. The costs and expenses of arbitration, including the fees of the arbitrators, shall be borne by the losing party or in such proportions as the arbitrators shall determine. Each party shall bear their own attorney's fees and costs incurred by them in connection with the arbitration proceeding or any appeals therefrom.

31. Choice of Law. It is expressly agreed and stipulated that this agreement shall be deemed to have been made and to be performable in the State of Alabama, and all questions concerning the validity, interpretation, or performance of any of its terms or provisions, or of any rights or obligations of the parties hereto, shall be governed by and resolved in accordance with the laws of the said State of Alabama.

32. Miscellaneous.

(a) Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and in pleading or proving any provision of this Agreement, it shall not be necessary to produce more than one (1) complete set of such counterparts.

(b) Captions; Gender. Article and Section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. Whenever used herein the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

(c) Governing Law and Binding Effect. This Agreement shall be governed by and construed and enforced in accordance with the law (other than the law governing conflicts of law questions) and decisions of the State of Alabama applicable to contracts made and to be performed entirely therein. This Agreement shall bind and inure to the benefit of each of the parties and their successors and permitted assigns.

(d) Waivers and Amendments. This Agreement may not be amended nor shall any waiver, change, modification, consent or discharge be effected, except by an instrument in writing adopted, in the case of an amendment, by each party and, in the case of a waiver, consent or discharge, by the party against whom enforcement of such instrument is sought. Any consent by either party to, or waiver of, a breach by the other party shall not constitute a waiver or consent to any subsequent or different breach. If either party shall fail to enforce a breach of this Agreement by the other party, such failure to enforce shall not be considered a consent to or a waiver of said breach or any subsequent breach for any purpose whatsoever.

(e) Relationship Not a Partnership or an Agency. The relationship between Lessee and SL shall not be that of partners or agents for one another and nothing contained in this Agreement shall be deemed to constitute a partnership, joint venture or agency agreement between them.

(f) Notices. All notices, requests, demands, statements, reports and other communications under this Agreement shall be in writing and deemed to be duly delivered, if delivered in person, by overnight courier or by certified or registered mail:

(i) If to Lessor, to:

Kelly A. McGriff
General Counsel
Southern Light
107 St. Francis Street, Suite 1800
Mobile, Alabama 36602
kmcgriff@slfiber.com

(ii) If to Lessee, to:

City of Daphne
Attn: Mayor Dane Haygood
1705 Main St
Daphne, AL 36526

Either party hereto may change its mailing address by giving notice to the other pursuant to the provisions of this Section 24.

(g) <u>Disclaimers</u>. **THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.**

(h) <u>Entire Agreement</u>. This Agreement, including the exhibits, service orders, schedules and annexes hereto, which are hereby incorporated by reference and made a part of this Agreement as if they were set forth herein in their entirety, constitutes the entire agreement between SL and Lessee with respect to the subject matter hereof and supersedes all prior agreements and understandings between them as to such subject matter, and there are no restrictions, agreements, arrangements or undertakings, oral or written, between SL and Lessee relating to the transactions contemplated hereby which are not fully expressed or referred to herein.

(i) <u>Severability</u>. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

(j) <u>Further Assurances</u>. Each party agrees to execute all such further instruments and documents and to take all such further actions as the other party may reasonably request in order to effectuate the terms and purposes of this Agreement.

(k) <u>Survival</u>. The terms and conditions of this Agreement will survive the expiration or other termination of this Agreement to the fullest extent necessary for their enforcement and for the realization of the benefit thereof by the Party in whose favor they operate.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

Southern Light, LLC

By:____________________________
Name: Kelly A. McGriff
Title: General Counsel

COMPANY NAME

By:______________________________________

Name: __________________________________
Title: ___________________________________

Exhibit A
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "Agreement"), is made and entered into as of the _____ day of December, 2015 (the "Effective Date"), by and among **THE CITY OF DAPHNE, ALABAMA**, ("The City"), and **SOUTHERN LIGHT, LLC**, an Alabama limited liability company, its successors or assigns ("Southern Light").

RECITALS

WHEREAS, The City has heretofore entered into a Franchise Agreement with Southern Light; and

WHEREAS, The City desires to enter into an agreement with Southern Light for use of Southern Light's network and other facilities as more specifically set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the receipt and adequacy of which are hereby acknowledged, and upon the terms and subject to the conditions hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Southern Light shall create a four (4) fiber Dark Fiber Wide Area Network to include the following facilities owned by the City of Daphne:

P1. City Hall Complex, 1705 Main Street, Daphne, AL
- Dual Entrance, one designated as a build east out of the south side of the building to be spliced into the Baldwin County's Fiber Network, and the other to be built diverse from this entrance back to Southern Light's Backbone infrastructure.

P2. Public Works, 26435 Public Works Road, Daphne, AL
- Single Entrance

P4. Fire Station #2, 28280 Main Street, Daphne, AL
- Single Entrance

P5. Recreation / Civic Center, 2603 Hwy 98, Daphne, AL
- Single Entrance

2. "Dark Fiber" shall mean a dedicated fiber optic cable that connects one City of Daphne facility to another. Southern Light shall provide ***no*** electronic equipment at any location. The City of Daphne shall be responsible for all equipment that is used to provide transmission

across the fiber connection provided by Southern Light.

3. Southern Light has agreed to finance the project over a 24 month period. Once all locations are on net and have been handed over to the City of Daphne, a total mileage of the Dark Fiber WAN will be measured, and an annual maintenance fee will be calculated based on $250/fiber mile per year. The annual line maintenance rate is subject to change, but shall be consistent with the fees charged by Southern Light to other customers in the local market for similar line maintenance. In no event shall line maintenance rates be increased by more than 10% over the immediately preceding year.

4. Southern Light shall be responsible for no costs associated with splicing City Hall into the Baldwin County Fiber on Scenic Highway, directly in front of the South end of City Hall. Further, The City shall bear all expense of providing connectivity.

5. The City of Daphne shall pay the sums as denoted below for each site in which the City of Daphne elects to proceed with installation of the Dark Fiber WAN connectivity:
The City of Daphne's acceptance / election to proceed shall be evidenced by the City of Daphne's execution of the following documents for each location:

P1a.	City Hall Complex to Southern Light Splice Point	$4,600.00
P1b.	City Hall Complex to Baldwin County Fiber Splice Point	$2,500.00
P2.	Public Works	$8,625.00
P4.	Fire Station #2	$2,875.00
P5.	Recreation / Civic Center	$5,462.50
	TOTAL	$24,062.50

(i) Quote/Service Order/Implementation Form detailing pricing for the installation
(ii) Notice to Proceed (NTP) detailing the entrance location, engineering, and other technical information related to installation upon City facilities

6. The City of Daphne will have access to the Southern Light NOC by calling 877-652-2321, to report any outages that may occur with the continuity of the Dark Fiber, at which point Southern Light will respond within one (1) hour of the call and seek remedy to the fiber cut within a four (4) hour timeframe.

7. The City of Daphne, may, at any time, ask to add locations to their network and be provided with costs associated with that effort from their account representation.

8. REPRESENTATIONS AND WARRANTIES OF THE CITY. The City hereby represents and warrants to Southern Light as follows:

(a) Organization. The City is duly organized, validly existing and in good standing under the laws of the State of Alabama, with full corporate power and authority to enter into this Agreement and to perform its obligations hereunder. The signatory hereto has sufficient power, authority, and rights to enter into this memorandum of understanding.

(b) Authority; Binding Effect. The signatory hereto has all requisite power and authority to enter into this Agreement and all other documents, agreements, instruments, licenses, permits and certificates contemplated hereby (collectively, the "Related Agreements") to be entered into by the City, and to consummate the transactions described herein and therein. This Agreement, the Related Agreements and the transactions described herein and therein have been duly authorized and approved by the City, and all action required to be taken with respect thereto has been or shall be appropriately authorized and taken by both the City and all other parties necessary to effectuate this Agreement. This Agreement has been, and each of the Related Agreements to which the City is a party this Agreement constitute a valid and binding obligation of the City, enforceable against The City in accordance with its respective terms.

10. REPRESENTATIONS AND WARRANTIES OF SOUTHERN LIGHT. Southern Light hereby represents and warrants to The City as follows:

Organization. Southern Light is duly organized, validly existing and in good standing under the laws of the State of Alabama with full corporate power and authority to enter into this Agreement and to perform its obligations hereunder.

11. INDEMNIFICATION.

(a) Survival. The representations, warranties and covenants of the parties contained herein shall not be discharged or dissolved upon, but shall survive, any purchase or sale of Southern Light or any of its assets and shall be unaffected by any investigation made by any party at any time.

(b) This section left intentionally blank

12. <u>GENERAL PROVISIONS</u>.

(a) <u>Amendment</u>. Neither this Agreement nor any term or provision hereof may be changed, modified, waived or discharged or terminated orally or in any manner other than by instrument in writing signed by the party against whom the enforcement, change, modification, waiver, discharge or termination is sought.

(b) <u>Binding Effect</u>. This Agreement shall be binding upon and inure to the benefit of the respective parties and their successors and assigns, heirs and personal representatives.

(c) <u>Necessary Action</u>. Each party hereby agrees to perform acts and execute and deliver any documents which are within the line and scope of work contemplated within this Agreement and reasonably necessary to carry out the provisions of this Agreement and the Related Agreements.

(d) <u>Notice</u>. Any notice required or permitted hereunder shall be in writing and shall be deemed to have been given when personally delivered or deposited in the United States mail, by registered or certified mail, return receipt requested, postage prepaid and properly addressed to the respective party to whom such notice relates at the following address:

TO SOUTHERN LIGHT: Southern Light, LLC
Attn: Andy Newton
107 St. Francis Street
Mobile, Alabama 36602

WITH A COPY TO: Kelly A. McGriff
General Counsel
Southern Light, LLC
107 St. Francis Street
Mobile, Alabama 36602

TO THE CITY: City of Daphne
Attn: Mayor Dane Haygood
1705 Main St
Daphne, AL 36526

WITH A COPY TO: City of Daphne
Attn: City Clerk
P.O. Box 400
Daphne, AL 36526

or at such alternate addresses as shall be specified by notice given in the manner as provided herein.

(e) <u>Captions</u>. The captions or headings in this Agreement are meant for convenience and general reference only and shall not be construed to define or limit the scope or intent of the provisions of this Agreement.

(f) This section left intentionally blank.

(g) Counterparts. This Agreement may be executed in any number of counterparts and each such executed counterpart shall be deemed to be an original instrument, but all such executed counterparts together shall constitute one and the same instrument. Any signature page delivered by facsimile or electronic image transmission shall be binding to the same extent as an original signature page.

(h) Severability. If any provision of this Agreement conflicts with the law under which this Agreement is to be construed and is declared to be unenforceable or void as unreasonable, such provision shall be deleted from this Agreement and the remaining provisions hereof shall remain in full force and effect to the extent such provision is determined to be unreasonable or unenforceable.

(i) Governing Law; Jurisdiction. This Agreement shall be deemed to be a contract made under and governed by the internal laws of the State of Alabama. Any dispute under this Agreement shall be governed in accordance with Section Thirty (30) of the Master Dark Fiber Lease Agreement hereto.

(j) Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to the specific sites mentioned in this agreement and supersede all prior agreements and understandings related to those specific sites. There may be agreements, understandings, or restrictions, warranties or representations between the parties hereto other than those set forth herein or provided for herein and those agreements, particularly dealing with other sites, are not superseded.

IN WITNESS OF THIS AGREEMENT, the parties have executed it as of the date and year shown on the Effective Date.

SOUTHERN LIGHT, LLC,
an Alabama limited liability company

By: ____________________________________
Andrew Newton
Its: President / CEO

Sworn to and subscribed by me this ____
day of ______________________, 2015.

____
Notary Public
My Commission Expires:_____________

__________________________________CITY OF DAPHNE.

By: ___________________________________
Dane Haygood
Its: ____
Mayor__________________________

Sworn to and subscribed by me this ____
day of ______________________, 2015.

____
Notary Public
My Commission Expires:_____________

Exhibit B
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "Agreement"), is made and entered into as of the _____ day of December, 2015 (the "Effective Date"), by and among **THE CITY OF DAPHNE, ALABAMA**, ("The City"), and **SOUTHERN LIGHT, LLC**, an Alabama limited liability company, its successors or assigns ("Southern Light").

RECITALS

WHEREAS, The City has heretofore entered into a Franchise Agreement with Southern Light; and

WHEREAS, The City desires to enter into an agreement with Southern Light for use of Southern Light's network and other facilities as more specifically set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the receipt and adequacy of which are hereby acknowledged, and upon the terms and subject to the conditions hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Southern Light shall create a four (4) fiber Dark Fiber Wide Area Network to include the following facilities owned by the City of Daphne:

P3. Justice Center, 1502 Hwy 98, Daphne AL
- Single Entrance, for the initial build. The parties shall revisit the issue of creating a second entrance once a second path is developed which, is, in Southern Light's sole discretion affordable.

P6. PD North Precinct, 6902 Hwy 90, Daphne, AL
- Single Entrance

2. "Dark Fiber" shall mean a dedicated fiber optic cable that connects one City of Daphne facility to another. Southern Light shall provide ***no*** electronic equipment at any location. The City of Daphne shall be responsible for all equipment that is used to provide transmission across the fiber connection provided by Southern Light.

3. Southern Light has agreed to finance the project over a 24 month period. Once all locations are on net and have been handed over to the City of Daphne, a total mileage of the Dark Fiber WAN will be measured, and an annual maintenance fee will be calculated based on

$250/fiber mile per year. The annual line maintenance rate is subject to change, but shall be consistent with the fees charged by Southern Light to other customers in the local market for similar line maintenance. In no event shall line maintenance rates be increased by more than 10% over the immediately preceding year.

4. Southern Light shall be responsible for no costs associated with splicing City Hall into the Baldwin County Fiber on Scenic Highway, directly in front of the South end of City Hall. Further, The City shall bear all expense of providing connectivity.

5. The City of Daphne shall pay the sums as denoted below for each site in which the City of Daphne elects to proceed with installation of the Dark Fiber WAN connectivity:
The City of Daphne's acceptance / election to proceed shall be evidenced by the City of Daphne's execution of the following documents for each location:

P3.	Justice Center		$2,300.00
P6.	North Precinct Daphne PD		$18,975.00
		TOTAL	$21,275.00

(iii) Quote/Service Order/Implementation Form detailing pricing for the installation

(iv) Notice to Proceed (NTP) detailing the entrance location, engineering, and other technical information related to installation upon City facilities

6. The City of Daphne will have access to the Southern Light NOC by calling 877-652-2321, to report any outages that may occur with the continuity of the Dark Fiber, at which point Southern Light will respond within one (1) hour of the call and seek remedy to the fiber cut within a four (4) hour timeframe.

7. The City of Daphne, may, at any time, ask to add locations to their network and be provided with costs associated with that effort from their account representation.

8. REPRESENTATIONS AND WARRANTIES OF THE CITY. The City hereby represents and warrants to Southern Light as follows:

(a) Organization. The City is duly organized, validly existing and in good standing under the laws of the State of Alabama, with full corporate power and authority to enter into this Agreement and to perform its obligations hereunder. The signatory hereto has sufficient power, authority, and rights to enter into this memorandum of understanding.

(b) Authority; Binding Effect. The signatory hereto has all requisite power and authority to enter into this Agreement and all other documents, agreements, instruments, licenses, permits and certificates contemplated hereby (collectively, the "Related Agreements") to be entered into by the City, and to consummate the transactions described herein and therein. This Agreement, the Related Agreements and the transactions described herein and therein have been duly authorized and approved by the City, and all action required to be taken with respect thereto has been or shall be appropriately authorized and taken by both the City and all other parties necessary to effectuate this Agreement. This Agreement has been, and each of the Related Agreements to which the City is a party this Agreement constitute a valid and binding obligation of the City, enforceable against The City in accordance with its respective terms.

10. REPRESENTATIONS AND WARRANTIES OF SOUTHERN LIGHT. Southern Light hereby represents and warrants to The City as follows:

Organization. Southern Light is duly organized, validly existing and in good standing under the laws of the State of Alabama with full corporate power and authority to enter into this Agreement and to perform its obligations hereunder.

11. INDEMNIFICATION.

(a) Survival. The representations, warranties and covenants of the parties contained herein shall not be discharged or dissolved upon, but shall survive, any purchase or sale of Southern Light or any of its assets and shall be unaffected by any investigation made by any party at any time.

(b) This section left intentionally blank

12. GENERAL PROVISIONS.

(a) Amendment. Neither this Agreement nor any term or provision hereof may be changed, modified, waived or discharged or terminated orally or in any manner other than by instrument in writing signed by the party against whom the enforcement, change, modification, waiver, discharge or termination is sought.

(b) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective parties and their successors and assigns, heirs and personal representatives.

(c) Necessary Action. Each party hereby agrees to perform acts and execute and deliver any documents which are within the line and scope of work contemplated within this Agreement and reasonably necessary to carry out the provisions of this Agreement and the Related Agreements.

(d) Notice. Any notice required or permitted hereunder shall be in writing and shall be deemed to have been given when personally delivered or deposited in the United States mail, by registered or certified mail, return receipt requested, postage prepaid and properly addressed to the respective party to whom such notice relates at the following address:

TO SOUTHERN LIGHT: Southern Light, LLC
Attn: Andy Newton
107 St. Francis Street
Mobile, Alabama 36602

WITH A COPY TO: Kelly A. McGriff
General Counsel
Southern Light, LLC
107 St. Francis Street
Mobile, Alabama 36602

TO THE CITY: City of Daphne
Attn: Mayor Dane Haygood
1705 Main St
Daphne, AL 36526

WITH A COPY TO: City of Daphne
Attn: City Clerk
P.O. Box 400
Daphne, AL 36526

or at such alternate addresses as shall be specified by notice given in the manner as provided herein.

(e) Captions. The captions or headings in this Agreement are meant for convenience and general reference only and shall not be construed to define or limit the scope or intent of the provisions of this Agreement.

(f) This section left intentionally blank.

(g) Counterparts. This Agreement may be executed in any number of counterparts and each such executed counterpart shall be deemed to be an original instrument, but all such executed counterparts together shall constitute one and the same instrument. Any signature page delivered by facsimile or electronic image transmission shall be binding to the same extent as an original signature page.

(h) Severability. If any provision of this Agreement conflicts with the law under which this Agreement is to be construed and is declared to be unenforceable or void as unreasonable, such provision shall be deleted from this Agreement and the remaining provisions hereof shall remain in full force and effect to the extent such provision is determined to be unreasonable or unenforceable.

(i) Governing Law; Jurisdiction. This Agreement shall be deemed to be a contract made under and governed by the internal laws of the State of Alabama. Any dispute under this Agreement shall be governed in accordance with Section Thirty (30) of the Master Dark Fiber Lease Agreement hereto.

(j) Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to the specific sites mentioned in this agreement and supersede all prior agreements and understandings related to those specific sites. There may be agreements, understandings, or restrictions, warranties or representations between the parties hereto other than those set forth herein or provided for herein and those agreements, particularly dealing with other sites, are not superseded.

IN WITNESS OF THIS AGREEMENT, the parties have executed it as of the date and year shown on the Effective Date.

SOUTHERN LIGHT, LLC,
an Alabama limited liability company

By: ____________________________________
Andrew Newton
Its: President / CEO

Sworn to and subscribed by me this ____
day of ______________________, 2015.

____
Notary Public
My Commission Expires:_____________

__________________________________CITY OF DAPHNE.

By: ____________________________________
Dane Haygood
Its: ____
Mayor______________________________

Sworn to and subscribed by me this ____
day of ______________________, 2015.

____
Notary Public
My Commission Expires:_____________

CHANGE ORDER #1 – SCOPE OF WORK REDISTRICTING

A. PARTICIPATION IN PUBLIC MEETING FOR PROPOSED REDISTRICTING

Carey Technology will participate in the public meeting for the proposed redistricting plan.

Work to be performed by a Project Manager.

Deliverables to Carey Technology from the City of Daphne:

1. Updating the public with an overview and the procedure used in redistricting.

B. PREPARE PUBLIC MEETING PRESENTATION.

Carey Technology will create a presentation providing an overview and the procedure used in redistricting, along with a brief history of past redistricting efforts.

C. DIGITAL MAPS FOR REDISTRICTING

Carey Technology creates digital maps for public use that explains how previous redistricting did not follow proper census blocks, which lead to additional changes in district boundaries.

Deliverables maps for public meeting:

1. Map of 2010 Census Blocks. (digital PDF format/ 1 map) *
2. Map of 2000 Census Blocks. (digital PDF format/ 1 map) *
3. Map of Current City Council Districts not adhering to 2010 Census Blocks (digital PDF format/ 1 maps) *
4. Map for City Limits and 2010 Census Blocks (digital PDF format/ 1 maps) *
5. Map of proposed City Council Districts and Census Blocks (digital PDF format/ 1 maps) *

**The paper printing of all digital maps delivered to the City of Daphne will be the responsibility of the City of Daphne's Planning Department.*

CHANGE ORDER #1 – HOURS FOR COMPLETION

The proposed hours for each task in the scope of work is list below.

	Description of Scope of Work	Proposed Hours
A	PARTICIPATION IN PUBLIC MEETING FOR PROPOSED REDISTRICTING (PROJECT MANAGER - $100 PER HOUR)	2 hours
B	PREPARE PUBLIC MEETING PRESENTATION. (ANALYST II - $150 PER HOUR)	1 hour
C	DIGITAL MAPS REDISTRICTING (ANALYST I - $ 125 PER HOUR)	1 hour

CHANGE ORDER #1 – COST

The cost estimate for each task in the scope of work is list below. Based upon the preliminary NOT TO EXCEED scope for each task.

	Description of Scope of Work	Estimate Cost
A	PARTICIPATION IN PUBLIC MEETING DECEMBER 7, 2015 FOR PROPOSED REDISTRICTING	$ 200
B	PREPARE PUBLIC MEETING PRESENTATION.	$ 150
C	DIGITAL MAPS FOR ISSUES THAT DEVELOPED DURING THE REDISTRICTING PROCESS	$ 125
	TOTAL ESTIMATED COST OF CHANGE ORDER #1A – **NOT TO EXCEED COST**	$ 475

During the duration of the project additional work may be required outside of the proposed scope of work. Any work performed will be charged at the published hourly rate in the original contract proposal.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the ______ day of ___________, 20 ____.

ATTEST:

BY: _______________________________
REBECCA A. HAYES, CITY CLERK

THE CITY OF DAPHNE
DAPHNE, ALABAMA

BY: _______________________________
DANE HAYGOOD, MAYOR

BY: _______________________________
CYNTHIA C. FEIRMAN, OWNER
CAREY TECHNOLOGY, LLC

Two Witnesses:

BY: _______________________________

ITS: _______________________________

I, Cynthia C. Feirman, certify that I am the, owner, of the corporation named as Contractor herein: that Cynthia C. Feirman, who signed this Contact on behalf of the Contractor, was then owner of said corporation; that said Contract was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporation by authority of its corporate powers.

City of Daphne
Event Permit Application

Date of Application: 10/20/2016 Permit Requested: ☐ Event/Fundraiser ■ Parade/Run ☐ Band

Contact Information

Organization Name: APOLLO'S MYSTIC LADIES

Contact Name: CHARANN DUMELOW E-mail Address: ccdumelow@gmail.com

Address: 19814 Keller Road (Street / P.O. Box) Foley, AL 36535 (City/State/Zip Code)

Primary Phone Number: 251-895-4018 Secondary: 251-213-8615

Event Information

Event Name: APOLLO'S MYSTIC LADIES PARADE Event Date: 01/29/2016

Event Location: DAPHNE CITY HALL # Participants/Vehicles: About 40

Start Time: 6:45 pm Stop Time: 8:30 pm Assembly Time: 5:30 pm (Parades/Runs Only)

Special Requests: Civic Center down Main St.-Turn @ College Ave. down to 6th St.-Turn right on Belrose Ave. to Main St.-Turn left & back to the Civic Center

Road Closures Requested: ■ Yes ☐ No

Special Instructions

Approval: Internal Use Only

Date Routed: 11/16/15

Fire Dept: [signature]

Police Dept: [signature]

Public Works: [signature] 11/16/15

Parks & Recreation: N/A (Only required if event interrupts traffic near Daphne parks)

For Special Event/Band Permits:

Council Member: Council Mtg 12/07/15 (District # / Signature)

Parade/Run Permits ONLY

☒ Fee Paid: $ 1,750 ☐ N/A ☐ Waived

☒ Insurance Filed ☐ N/A

For Parade/Run Permits & Use of City Grounds:

City Council: 12/07/15 (Date of Approval)

Route Selection: ☐ 1 ☐ 2 ☐ 3 ☐ 4

City of Daphne
Event Permit Application

Date of Application: ______________ Permit Requested: ☐ Event/Fundraiser ☒ Parade/Run ☐ Band

Contact Information

Organization Name: Daphmont Community

Contact Name: Rerverend Bryant Faust E-mail Address: ______________

Address: P.O. Box 251 Daphne, AL 36526
Street / P.O. Box City/State/Zip Code

Primary Phone Number: 463-7090 Secondary: 626-3381

Event Information

Event Name: Daphmont Community Parade Event Date: February 6. 2016

Event Location: Daphmont Community # Participants/Vehicles: 8 trucks/ trailers

Start Time: 2:00 p. m. Stop Time: 3:00 p. m. Assembly Time: 1:00 p. m.
Parades/Runs Only

Special Requests: ______________

______________ Road Closures Requested: ☐ Yes ☒ No

Special Instructions

Approval: Internal Use Only

Date Routed: November 17, 2015

Fire Dept: ______________

Police Dept: ______________

Public Works: ______________

Parks & Recreation: N/A
Only required if event interrupts traffic near Daphne parks

For Special Event/Band Permits:

Council Member: ______________
District # Signature

For Parade/Run Permits & Use of City Grounds:

City Council: 12-07-15
Date of Approval

Parade/Run Permits ONLY

☐ Fee Paid: $ ______ ☐ N/A ☐ Waived

☐ Insurance Filed ☐ N/A

Route Selection: ☐ 1 ☐ 2 ☐ 3 ☐ 4

CITY OF DAPHNE

RESOLUTION NO. 2015-70

TEFRA
INFIRMARY HEATLTH SYSTEM SPECIAL CARE FACILITIES
FINANCING AUTHORITY OF MOBILE

WHEREAS, Infirmary Health System Special Care Facilities Financing Authority of Mobile, a public corporation organized under the laws of the State of Alabama (the "Authority"), proposes to issue its revenue bonds in an amount not to exceed $250,000,000 (the "Bonds"). The Bonds will be issued to provide financing for the benefit of Infirmary Health System, Inc. ("IHS") and its affiliates, Mobile Infirmary Association ("Mobile Infirmary"), Gulf Health Hospitals, Inc. ("Gulf Health") and Infirmary Health Hospitals, Inc. ("Infirmary Hospitals"). IHS and its affiliates (collectively referred to as the "IHS System Affiliates") operate health care facilities in Mobile and Baldwin Counties; and

WHEREAS, the Bonds may be issued in a single series or in two or more series over a period ending December 31, 2018; and

WHEREAS, proceeds of the Bonds will be used will be used for the following purposes: (i) to finance the costs of acquiring, constructing and equipping a free-standing emergency room facility (the "ER Facility") to be located on the southwestern quadrant of the intersection of Alabama Highway 181 and U.S. Highway 90 in Baldwin County; (ii) to finance the costs of renovating, improving and equipping IHS's oncology facilities (the "Oncology Facilities") located at Mobile Infirmary Medical Center, Thomas Hospital and North Baldwin Infirmary; (iii) to finance the costs of acquiring, constructing and equipping certain diagnostic and other health care facilities (the "Diagnostic Facilities") to be located in a medical office building being constructed on the northwest corner of Alabama Highway 158 and U.S. Interstate 65 in Saraland, Alabama; (iv) to finance the costs of acquiring, constructing, improving, expanding, renovating, equipping or furnishing the various existing acute care hospital and outpatient facilities (collectively the "Existing System Facilities") of the IHS System Affiliates; and (v) to refund certain outstanding debt or bonds of the IHS System Affiliates incurred or issued to finance the Existing System Facilities;

WHEREAS, the Existing System Facilities include: (i) Mobile Infirmary Medical Center located at 5 Mobile Infirmary Circle (near Springhill Avenue and Mobile Infirmary Boulevard), in Mobile, Alabama; (ii) Thomas Hospital, located at 750 Morphy Avenue in Fairhope, Alabama; (iii) Thomas Medical Center located at 27961 U.S. Highway 98 in Daphne, Alabama; (iv) North Baldwin Infirmary located at 1815 Hand Avenue in Bay Minette, Alabama; (v) Infirmary Eastern Shore Outpatient Center located at 7101 Highway 90 in Daphne, Alabama; and (vi) Infirmary LTAC Hospital located at 5644 Girby Road in Mobile, Alabama. The Existing System Facilities, the ER Facility, the Oncology Facilities and the Diagnostic Facilities are referred to collectively herein as the "Bond-Financed Facilities".

WHEREAS, the proceeds of the Bonds will be loaned to one or more of the IHS System Affiliates pursuant to one or more loan agreements between the Authority and IHS System Affiliates. The loan agreements will provide for loan payments by one or more of the IHS System Affiliates in amounts sufficient to pay debt service on the Bonds when due. The Bonds will be limited obligations of the Authority and will be payable solely from the loan payments by the IHS System Affiliates to the Authority. The Bonds will not be general obligations of the Authority and will not in any way constitute a debt, liability or obligation of the State of Alabama or any political subdivision of the State of Alabama, including without limitation the political subdivisions holding the hearings described above or the political subdivisions where the Bond-Financed Facilities are located. The Bonds will not be payable from any tax revenues; and

WHEREAS, a public hearing concerning the proposed issuance of the Bonds was held in the Council Chambers at City Hall, 1705 Main Street in Daphne, Alabama at 6:30 p.m. on Monday, November 16, 2015; notice of such hearing was given by publication in *The Mobile Press Register* on October 25, 2015 and in *The Baldwin Times* on October 30, 2015, and such hearing provided an opportunity for persons with different views on the proposed issuance of the Bonds and the location and nature of the Bond-Financed Facilities to express their views, both orally and in writing.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA that they hereby approve (i) the issuance of the Bonds to finance the improvements and additions to and equipment for Thomas Medical Center and Infirmary Eastern Shore Outpatient Center, and to refund certain outstanding debt incurred to finance improvements and additions to and equipment for Thomas Medical Center and Infirmary Eastern Shore Outpatient Center, and (ii) the location and nature of the Bond-Financed Facilities in the City of Daphne, Alabama, in accordance with the foregoing proposal of the Authority. Such approval is being given pursuant to, and solely for the purposes of, the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended, and Section 11-62-1(a)(8) of the Code of Alabama (1975). The consent to and approval of the issuance of the Bonds by the Authority should not be construed as expressing any view whatsoever as to the financial feasibility of the Bond-Financed Facilities or the adequacy of any security provided for the Bonds.

APPROVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, this _______ day of ______________________, 2015.

____
Dane Haygood, Mayor

ATTEST:

____
Rebecca A. Hayes, City Clerk

I, Rebecca A. Hayes, City Clerk of the City of Daphne, Alabama, do hereby certify the foregoing to be a true and exact copy of a Resolution approved and adopted by the City Council of the City of Daphne, Alabama, at its regular meeting held on the _______ day of ______________________, 2015.

____
Rebecca A. Hayes, City Clerk

RESOLUTION 2015-73

2016-D-CANTERBURY & OLD PUMP PLANT AREAS EMERGENCY WATERSHED PROTECTION PROJECT (Contract No. 440204.02 (DSR-14-005)

WHEREAS, the City of Daphne is required under section 39-1-1(E) of the Code of Alabama to secure competitive bids for public works contracts in excess of $ 50,000; and

WHEREAS, the City of Daphne acknowledges that the CANTERBURY & OLD PUMP PLANT AREAS EMERGENCY WATERSHED PROTECTION PROJECT will exceed $50,000; and

WHEREAS, the City of Daphne did receive and review bids for the CANTERBURY & OLD PUMP PLANT AREAS EMERGENCY WATERSHED PROTECTION PROJECT and has determined that the bid as presented is reasonable; and

WHEREAS, the CANTERBURY & OLD PUMP PLANT AREAS EMERGENCY WATERSHED PROTECTION PROJECT project is eligible for partial funding from NRCS (Natural Resources Conservation Service); and

WHEREAS, staff recommends the bid for CANTERBURY & OLD PUMP PLANT AREAS EMERGENCY WATERSHED PROTECTION PROJECT be awarded to A-Long Boring, Inc..

NOW, THEREFORE BE IT RESOLVED, AND IT IS HEREBY RESOLVED, THAT THE MAYOR AND CITY COUNCIL OF THE CITY OF DAPHNE, hereby accept the bid from A-Long Boring, Inc. in the amount of $159,939 as specified in BID SPECIFICATION NO. 2016-D-CANTERBURY & OLD PUMP PLANT AREAS EMERGENCY WATERSHED PROTECTION PROJECT (Contract No. 440204.02 (DSR-14-005) and for the project to proceed upon appropriation of required funds.

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APPROVED AND ADOPTED by the Mayor and City Council of the City of Daphne, Alabama, this ____ day of __________ , 2015.

____

Dane Haygood, Mayor

ATTEST:

____

Rebecca A. Hayes, City Clerk

RESOLUTION 2015-74

2016-C- (DAP 14-007) EMERGENCY WATERSHED PROTECTION PLAN FOR PALMETTO COURT

WHEREAS, the City of Daphne is required under section 39-1-1(E) of the Code of Alabama to secure competitive bids for public works contracts in excess of $ 50,000; and

WHEREAS, the City of Daphne acknowledges that the EMERGENCY WATERSHED PROTECTION PLAN FOR PALMETTO COURT will exceed $50,000; and

WHEREAS, the City of Daphne did receive and review bids for the EMERGENCY WATERSHED PROTECTION PLAN FOR PALMETTO COURT and has determined that the bid as presented is reasonable; and

WHEREAS, the EMERGENCY WATERSHED PROTECTION PLAN FOR PALMETTO COURT project is eligible for partial funding from NRCS (Natural Resources Conservation Service); and

WHEREAS, staff recommends the bid for EMERGENCY WATERSHED PROTECTION PLAN FOR PALMETTO COURT be awarded to Southern Excavating LLC.

NOW, THEREFORE BE IT RESOLVED, AND IT IS HEREBY RESOLVED, THAT THE MAYOR AND CITY COUNCIL OF THE CITY OF DAPHNE, hereby accept the bid from Southern Excavating LLC in the amount of $68,862.50 as specified in BID SPECIFICATION NO. 2016-C- (DAP 14-007) EMERGENCY WATERSHED PROTECTION PLAN FOR PALMETTO COURT and for the project to proceed upon appropriation of required funds.

.

APPROVED AND ADOPTED by the Mayor and City Council of the City of Daphne, Alabama, this ____ day of __________ , 2015.

____

Dane Haygood, Mayor

ATTEST:

____

Rebecca A. Hayes, City Clerk

CITY OF DAPHNE

RESOLUTION 2015-75
"OPTION A"
DEEP WATER HORIZON FUNDS EXPENDITURE

WHEREAS, Resolution 2010-52 authorized the Mayor of the City of Daphne to sign all documents necessary to receive a Grant from the Alabama Emergency Management Agency (AEMA) related to the Deepwater Horizon Incident; and

WHEREAS, the Mayor executed a Grant Agreement to accept funding of part of a $25 million grant from BP to the State of Alabama; and

WHEREAS, a Reallocation Grant Agreement was also entered on or about June, 11, 2015 between the City of Daphne, AEMA and the Industrial Development Board of the City of Daphne (IDB) to allow the remaining Grant funds in the amount of Four Hundred Twenty Six Thousand Seven Hundred Sixty Eight Dollars and Twenty Six Cents ($426,768.26) to be used by the IDB for the purchase of real property for the purposes of fostering the development of a technology park; and

WHEREAS, additional funds were disbursed in error by the State of Alabama to the IDB and the state has requested those funds sent in error to be returned by the IDB. An IDB meeting was held on December 3, 2015 where the IDB voted to return the duplicative funds to the State; and

WHEREAS, the IDB desires to move forward with the land acquisition pursuant to the Deep Water Horizon Grant;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Daphne, Alabama, that

The City Council of the City of Daphne hereby agrees to allow the remaining grant funds in the amount of ($426,768.26) Four Hundred Twenty Six Thousand Seven Hundred Sixty Eight Dollars and Twenty Six Cents to be transferred from City bank accounts to the IDB to be used pursuant to the Reallocation Grant Agreement

This resolution shall become effective upon proper passage and execution.

APPROVED AND ADOPTED by the City Council of the City of Daphne, Alabama, this ___ day of ______, 2015.

____
Dane Haygood, Mayor

Attest:

____
Rebecca A. Hayes, City Clerk

CITY OF DAPHNE

RESOLUTION 2015-75
"OPTION B"
DEEP WATER HORIZON FUNDS EXPENDITURE

WHEREAS, Resolution 2010-52 authorized the Mayor of the City of Daphne to sign all documents necessary to receive a Grant from the Alabama Emergency Management Agency (AEMA) related to the Deepwater Horizon Incident; and

WHEREAS, the Mayor executed a Grant Agreement to accept funding of part of a $25 million grant from BP to the State of Alabama; and

WHEREAS, a Reallocation Grant Agreement was also entered on or about June, 11, 2015 between the City of Daphne, AEMA and the Industrial Development Board of the City of Daphne (IDB) to allow the remaining Grant funds in the amount of Four Hundred Twenty Six Thousand Seven Hundred Sixty Eight Dollars and Twenty Six Cents ($426,768.26) to be used by the IDB for the purchase of real property for the purposes of fostering the development of a technology park; and

WHEREAS, additional funds were disbursed in error by the State of Alabama to the IDB and the state has requested those funds sent in error to be returned by the IDB. An IDB meeting was held on December 3, 2015 where the IDB voted to return the duplicative funds to the State; and

WHEREAS, the IDB desires to move forward with the land acquisition pursuant to the Deep Water Horizon Grant;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Daphne, Alabama, that

The City Council of the City of Daphne does not allow the remaining grant funds in the amount of ($426,768.26) Four Hundred Twenty Six Thousand Seven Hundred Sixty Eight Dollars and Twenty Six Cents to be transferred from City bank accounts to the IDB to be used pursuant to the Reallocation Grant Agreement and will seek alternative projects for the remaining grant funds

This resolution shall become effective upon proper passage and execution.

APPROVED AND ADOPTED by the City Council of the City of Daphne, Alabama, this ___ day of ______, 2015.

____
Dane Haygood, Mayor

Attest:

____
Rebecca A. Hayes, City Clerk

CITY OF DAPHNE

RESOLUTION 2015-75
"OPTION C"
DEEP WATER HORIZON FUNDS EXPENDITURE

WHEREAS, Resolution 2010-52 authorized the Mayor of the City of Daphne to sign all documents necessary to receive a Grant from the Alabama Emergency Management Agency (AEMA) related to the Deepwater Horizon Incident; and

WHEREAS, the Mayor executed a Grant Agreement to accept funding of part of a $25 million grant from BP to the State of Alabama; and

WHEREAS, a Reallocation Grant Agreement was also entered on or about June, 11, 2015 between the City of Daphne, AEMA and the Industrial Development Board of the City of Daphne (IDB) to allow the remaining Grant funds in the amount of Four Hundred Twenty Six Thousand Seven Hundred Sixty Eight Dollars and Twenty Six Cents ($426,768.26) to be used by the IDB for the purchase of real property for the purposes of fostering the development of a technology park; and

WHEREAS, additional funds were disbursed in error by the State of Alabama to the IDB and the state has requested those funds sent in error to be returned by the IDB. An IDB meeting was held on December 3, 2015 where the IDB voted to return the duplicative funds to the State; and

WHEREAS, the IDB desires to move forward with the land acquisition pursuant to the Deep Water Horizon Grant;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Daphne, Alabama, that

The City Council of the City of Daphne hereby agrees to allow the remaining grant funds in the amount of ($426,768.26) Four Hundred Twenty Six Thousand Seven Hundred Sixty Eight Dollars and Twenty Six Cents to be transferred from City bank accounts to the IDB to be used pursuant to the Reallocation Grant Agreement, provided that and subject to the following additional conditions:

a) the real estate purchased by these grant funds and any future purchases related to the project initiated through this grant shall be annexed into the City of Daphne; and

b) the real estate purchased by these grant funds and any future purchases related to the project initiated through this grant will be zoned under the office designation under Daphne's Land Use Ordinance, the current appropriate zoning being B-3 or as otherwise deemed appropriate by the City Council; and

c) the portion of the lodging tax allocated to the IDB from the City of Daphne shall be reduced by Ordinance from thirteen percent (13%) to ten percent (10%) and the funds from the three percent reduction to the IDB shall remain in the possession of the City. This reduction will take place only after funds have been transferred.

This resolution shall become effective upon proper passage and execution.

APPROVED AND ADOPTED by the City Council of the City of Daphne, Alabama, this ___ day of ______, 2015.

Dane Haygood, Mayor

Attest:

Rebecca A. Hayes, City Clerk

CITY OF DAPHNE

ORDINANCE NO. 2015-69

An Ordinance adopting and enacting the 2005 Supplement Code for the City of Daphne, Alabama providing for the repeal of certain ordinances not included therein; providing a penalty for the violation thereof; providing for the manner of amending such Code; and providing when such Code and this ordinance shall become effective.

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

SECTION 1: The Code entitled "Code of Ordinance, City of Daphne, Alabama" published by Municipal Code Corporation consisting of Chapters 1 through 21, each inclusive, is adopted.

SECTION 2: All ordinances of a general and permanent nature enacted on or before August 16, 1993, and not included in the Code or recognized and continued in force by reference therein, are repealed.

SECTION 3: The repeal provided for in Section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

SECTION 4: Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof, shall be punished by a fine of not more than five hundred dollars ($500.00) and imprisonment for not more than six (6) months, or both. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. The penalty provided by this section, unless another penalty is expressly provided shall apply to the amendment of any Code section whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the City may pursue other remedies such as abatement of nuisances, injunctive relief, and revocation of licenses or permits.

SECTION 5: Additions or amendments to the Code when passed in form as to indicate the intention of the City Council to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

SECTION 6: Ordinances adopted after August 16, 1993 that amend or refer to ordinances that have been codified in the Code, shall be construed as if they amend or refer to like provisions of the Code.

SECTION 7: Severability Clause - The provisions of this ordinance and the Daphne Code of Ordinances adopted hereby are severable. In the event that any of the provisions hereof, or of the Daphne Code of Ordinances are declared invalid by a Court of competent jurisdiction, then the remaining portions shall remain in full force and effect notwithstanding such invalidity.

SECTION 8: This ordinance shall become effective upon publication of such notice.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, THIS _______ day of ____________, 2015.

____
DANE HAYGOOD,
MAYOR

ATTEST:

____
REBECCA A. HAYES
CITY CLERK

ORDINANCE 2015-70

Appropriation for ADEM Permit: Tallent Lane Facility C&D Landfill

WHEREAS, Ordinance 2015-55 approved adopted the Fiscal Year 2016 Budget on October 5, 2015; and

WHEREAS, subsequent to the adoption of the Fiscal Year 2016 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2016 budget; and

WHEREAS, the City of Daphne has applied for permitting from Alabama Department of Environmental Management (ADEM) for the Tallent Lane Facility to be allowed to receive Construction and Demolition materials (C&D); and

WHEREAS, additional fees in the amount of $12,435 are required to obtain the permit for the Tallent Lane Facility; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that funds from the General Fund are hereby appropriated and made a part of the Fiscal Year 2016 budget in the amount of $12,435 for the ADEM Permit for the Landfill at the Tallent Lane Facility.

APPROVED AND ADOPTED by the Mayor and City Council of the City of Daphne, Alabama, this _______ day of _____________ , 2015.

____
Dane Haygood, Mayor

ATTEST:

____
Rebecca A. Hayes, City Clerk

CITY OF DAPHNE
ORDINANCE NO. 2015-71

AN ORDINANCE ESTABLISHING DISTRICT LINES FOR THE CITY OF DAPHNE, ALABAMA

WHEREAS, the City of Daphne, Alabama in order to encourage more active citizen participation in local government and to ensure equitable representation on the City Council in compliance with the Voting Rights Act of 1965, did pass Ordinance No. 1988-11, establishing seven (7) Single-Member Council Districts, which said district plan was approved by the United States Justice Department; and

WHEREAS, Act 1991-545, which governs the City of Daphne, incorporated the districting plan set out in Ordinance No. 1988-11, 1992-07 and said Act 1991-545, with the existing district lines, was approved by the United States Justice Department; and

WHEREAS, the 2010 Federal Decennial U.S. Census results have become final requiring an alteration to said district lines.

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

SECTION I: ENACTMENT

An Ordinance of the City of Daphne, Alabama, establishing Single-Member Council Districts for the purpose of electing Council representatives from each district, designating boundaries for each district based on current house count and current estimate of population, and prescribing a method for updating and amending the district boundaries on a periodic basis.

SECTION II: PURPOSE

The City of Daphne, Alabama, in order to encourage more active citizen participation in local government, to assure equitable representation on
the City Council in compliance with the Voting Rights Act of 1965, as amended, and to promote the general welfare of all residents of the City, hereby ordains and enacts into law a Single-Member Council District Ordinance.

SECTION III: AUTHORITY

The Ordinance set forth herein is hereby adopted pursuant to authority granted by Act Number 91-545 of the 1991 Alabama Legislature as signed by the Governor and approved by the United States Justice Department.

SECTION IV: ESTABLISHMENT OF DISTRICTS

The City of Daphne, Alabama is hereby divided into Single-Member Council Districts as listed and described below and as illustrated on the official Single-Member Council District Map which is hereby adopted and made a part of this Ordinance. The map shall be signed by the Mayor and attested to by the City Clerk. It shall be filed in the Office of the City Clerk and shall show thereon the date of adoption of this Ordinance. The Ordinance and Map shall, within five (5) days of the date of its adoption, be certified to the Judge of Probate of Baldwin County, Alabama.

SECTION V: LEGAL DESCRIPTION

See attached Exhibit “A”, which is made a part hereof as fully as if set out completely herein.

SECTION VI: AMENDMENT

The City of Daphne, Alabama shall assess the population in the Single-Member Districts following each Decennial U.S. Census and shall make the minimum adjustments to the district boundaries that are necessary to maintain roughly equal populations within each district that are within the limits of deviation allowed by law as such may presently exist or be hereafter amended, and to assure Black representation on the City Council that generally approximates the Black proportion of the City’s population.

SECTION VII: REPEALER

All City Ordinances or parts thereof in conflict with the provisions of this Ordinance is hereby repealed insofar as they conflict.

SECTION VIII: SEVERABILITY

The provisions of this Ordinance are severable. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereof.

SECTION IX: EFFECTIVE DATE

This Ordinance shall become effective and be in force from and after the date of its approval and adoption by the City Council of Daphne, Alabama and publication as required by law.

ORDINANCE NO. 2015-71
DISTRICTS LINES

____

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA on this **________**day of ____________l, 2015.

____
Dane Haygood,
Mayor

ATTEST:

____
Rebecca A. Hayes
City Clerk

EXHIBIT "A"
LEGAL DESCRIPTIONS

District 1

Point of Beginning at the intersection of the Centerline of Holy Cross Dr. and the June 5, 2015 city limits of the City of Daphne, following the City Limits east, south to Gabel St, east and north, east, to the eastern boundary of Section 29, Township 5S, Range 2E. Following said section line north to Section 20, Township 5S, Range 2E and following City of Daphne city limits to the northern border of said section. To the east follow the June 5, 2015 city limits as they intersect with the following 2010 US Census Block GEOIDs 1000000US010030108003007; 1000000US010030108003003; 1000000US010030108003015; 1000000US010030108003005; 1000000US010030108003004; 1000000US010030108003006; from the easterly boundary of GEOID 1000000US010030108003003 Following the southern right of way of Baldwin County Rd 64 moving west to the intersection of the centerline of Pollard Rd; following said centerline north to the eastern boundary of the referenced city limits; following said east, north, east, and north to the intersection of Well Rd; Follow the centerline of Well Rd and the city limits west until the intersection of the centerline of Pollard Rd. Follow said centerline north to the intersection of the centerline of Park Rd. Follow said centerline west to the intersection of the centerline of Main St. Follow the centerline of Main St southwest to the south bound centerline of US HWY 98. Follow said centerline south to the intersection of the centerline of Johnson Rd. Travel west along said centerline to the intersection of the centerline of Main St. Follow said centerline south to the intersection of the centerline of Holy Cross Dr. Follow said centerline to the Point of Beginning.

District 2

Point of Beginning at the southwest end of the City limits of Daphne where meeting the shoreline following City of Daphne limits of June 5, 2015 moving west along city limits to intersection of the centerline of Holy Cross Dr., north along said centerline to the intersection of the centerline of Main Street; Following the Centerline of Main Street north to intersection of the centerline of Johnson Road. Traveling east on the centerline of Johnson Road to the intersection of the centerline of the southward bound lane of US HWY 98; Traveling north along the centerline of the southward bound lane of US HWY 98 to the intersection of centerline of Main Street; Traveling south along the centerline of Main Street to the intersection of the centerline of Bayfront Park. Traveling west along the centerline of Bayfront Park to the Shoreline and the Western most limits of the City of Daphne. South along the shore line and City limits to the Point of Beginning.

District 3

Point of beginning at Western most limits of the City of Daphne and the shoreline at the intersection of Bayfront Park, traveling east along the centerline of Bayfront Park to the centerline of Main Street; traveling north along the centerline of Main Street to the intersection of the centerline of N Main Street and to the centerline of Park Road. Traveling south and east along the centerline of Park Rd to the end of the road at the west boundary line of 2010 US Census block GEOID 1000000US010030107051031. Follow the boundary of said block north and east to the northeast boundary; Traveling north along the boundary of to the northerly adjacent 2010 US Census block GEOID 1000000US010030107051030; travel north to easterly boundary of said block and the intersection of the centerline of Greenwood Dr and the intersection of centerline of Creekside Drive; traveling north along said centerline of Creekside Drive and the western boundary of the 2010 US Census block GEOID 1000000US010030107051028; following said block north to the centerline of Ridgewood Dr; travel westward along said centerline to the centerline of Avon Ct.; travel north along said centerline to the centerline of Tiawasee Creek; meander along said creek northwesterly to the intersection of the centerline of Bayview Dr. Travel south along said centerline to the intersection of the median of Ridgewood Dr. Follow said median westerly to the median of Lake Forrest Blvd to the intersection of the centerline of Eagle Drive. Follow said centerline west and north to the intersection of centerline of Van Buren St. Follow said centerline west to the centerline of N. Main Street; Follow said centerline northward to the northern boundary of US Census block GEOID 1000000US010030107051064. Following said northern boundary to the centerline of the northward bound lane of US HWY 98; Following said centerline north to the City Limits of Daphne. Following city limits westerly, northerly to the shoreline city limits; follow southward along said city limits to the Point of Beginning.

District 4

Point of beginning is the southern right of way of Baldwin County Rd 64 and the centerline of Pollard Rd.; following said southern right of way east to the intersection of the centerline of Friendship Rd.; following said centerline south to the June 5, 2015 city limits of Daphne; follow said city limits east and north to the intersection of the southern right of way of Baldwin County Rd 64; follow said right of way east to the intersection with the western right of way of Baldwin County Rd 13; follow Baldwin County Rd 13 right of way south to the intersection of the southern right of way of Milton Jones Rd; follow said right of way east to the western right of way of AL State HWY 181; Follow said right of way south to the centerline of Corte Rd.; follow said centerline west to the western boundary of stated city limit; follow city limit south, east to the intersection of the western right of way of AL State HWY 181; Follow said right of way south to northern boundary of Section 34, Township 5S, Range 2E; follow said boundary west to the western boundary of stated city limits of Daphne, Follow stated city limits south, east, and north, west, north, west, south, east and south to the intersection of northern boundary of Section 35, Township 5S, Range 2E; follow said boundary west to the eastern right of way of AL State HWY 181; Follow said right of way north to the intersection of the northern right of way of Milton Jones Rd; Follow said right of way west to the intersection of the stated city limits; Follow stated city limits north, east, north, west, south to the intersection of the northern right of way of Milton Jones Rd; Follow said right of way west to the intersection of eastern right of way of Baldwin County Rd 13; follow said right of way north to the intersection of the stated city limits; follow city limits east, south, east, north, and west, north, east, north, west to the intersection of eastern right of way of Baldwin County Rd 13; follow said right of way north to the intersection of the centerline of Parker Ln.; follow said centerline to the intersection with the eastern boundary of the stated city limits; follow said city limits north, east, north, and west to the intersection of eastern boundary of Section 4, Township 5S, Range 2E; follow said section boundary north to the 2010 US Census Block GEOID 1000000US010030107042022; following said census block's southern boundary to the intersection with the centerline of the eastern bound lane's centerline of Ridgewood Dr. to the intersection of the western boundary of the 2010 US Census Block GEOID 1000000US010030107051024; follow said boundary south to the intersection of the eastern boundary of 2010 US Census Block GEOID 1000000US010030107051030; follow south and west along said boundary to the northwest corner of corner of Section 9, Township 5S, Range 2E;

follow said section's western boundary south to the stated City limits of Daphne; follow stated city limits east, south, and west to the intersection of the western boundary of Section 9, Township 5S, Range 2E; follow said western boundary to the western boundary of Section 16, Township 5S, Range 2E; follow said section boundary south to the intersection of stated City limits of Daphne; follow said city limits east, north, west, and north to the intersection of the centerline of Whispering Pines Rd.; follow said centerline east to the stated City limits of Daphne; follow said city limits south, west, south, to the intersection of the southern right of way of Wells Rd.; follow said right of way east to the stated City limits of Daphne; follow said city limits south to the northern right of way of Baldwin County Rd. 64; follow said right of way west and south to the Point of Beginning; Excluding any land so described inside boundary that is not inside the June 5, 2015 stated City Limits of Daphne.

District 5

Point of Beginning at the intersection of the centerline of Eagle Dr. and the centerline of Van Buren St. Follow the centerline of Van Buren; follow west along centerline of Van Buren to the centerline of N. Main Street; Follow said centerline northward to the northern boundary of US Census block GEOID 1000000US010030107051064. Following said northern boundary to the centerline of the northward bound lane of US HWY 98; Following said centerline north to the intersection of the centerline of US HWY 90. Following said centerline to the intersection of transmission line right of way which is the eastern boundary of the named 2010 US Census block GEOID 1000000US010030107041030; following south to 2010 US Census Block GEOID 1000000US010030107041074 following the eastern most boundary south to the southern boundary, where the southern boundary of said census block intersects with the centerline of the median of Ridgewood Drive Follow said median westerly to the centerline of the median of Bay View Dr.; follow said median south to the intersection of the median of Ridgewood Dr. follow said centerline west and north to the centerline of the median of Lake Forest Blvd, following said center line north to the intersection of the centerline of Eagle Drive. Follow said centerline west and north to the Point of Beginning.

District 6

Point of Beginning at the intersection of Tiawasee Creek; and the centerline of Bay View Dr. following said median centerline of Bay View Dr. north to the intersection of the centerline of the median of Ridgewood Drive, following said median eastward to the intersection of the centerline of Wildoak Dr. and the 2010 US Census Block GEOID 1000000US010030107041074. Following said census boundary to the east and north to an unnamed tributary of D'Olive Creek. Follow the meander of the creek eastward and the southward to the eastern boundary of the June 5, 2015 city limits of Daphne, Section 4, Township 5S, Range 2E. Follow said Section line and City Limits south to the 2010 US Census Block GEOID 1000000US010030107042022; following said census block's southern boundary to the intersection with the centerline of the western bound lane's centerline of Ridgewood Dr. following said centerline to the intersection of the centerline of Avon Ct. following said centerline north to the intersection of Tiawasse Creek. Meander with said creek westward to the Point of Beginning.

District 7

Point of Beginning at the centerline of the northward bound lane of US HWY 98 and the Centerline of US HWY 90, moving east along the centerline of US HWY 90 to the intersection of transmission line right of way which is the western boundary of the named 2010 US Census block GEOID 1000000US010030107041029 . Follow the western boundary of said census block southeasterly to an unnamed tributary of D'Olive Creek. Follow the meander of the creek eastward and the southward to the eastern boundary of the June 5, 2015 City Limits of Daphne; following western right of way of Baldwin County Rd 13 south to the northern right of way of Lawson Rd.; follow said right of way west to the eastern boundary of Section 4 Township 5S Range 2E; follow section boundary south to the intersection of the eastern right of way of Baldwin County Rd 13. Follow said right of way north to the intersection of the stated city limits; following stated city limits west and north to the southern right of way of Champion Way; follow said right of way east to the intersection of the centerline of State HWY 181; following the northern right of way of Champion Way west to the stated city limits, following city limits north, west, and south to the northern right of way of Champions Way; Travel north along the eastern right of way of County Rd 13 to the intersection of the centerline of US HWY 90, following said centerline and the city limits east to the eastern most boundary of the stated Daphne city limits; following stated city limits north to US I-10 and west along said city limits to the intersection of the centerline of AL HWY 181; follow said centerline to the intersection of the centerline of US HWY 31 and the northern city limit boundary. Follow stated city limits west, south, west, south, west, southeasterly, and west along US Interstate 10 to the intersection of the centerline of north bound lane US HWY 98; Proceed south along said centerline to Point of Beginning.

ORDINANCE 2015-72

Additional Appropriating Funds for Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) Contract No. 68-4101-15-0015 for: CANTERBURY (DAP #14-009) / OLD PUMP PLANT AREAS (DAP #14-005) and PALMETTO COURT (DAP 14-007)

WHEREAS, Ordinance 2015-55 approved adopted the Fiscal Year 2016 Budget on October 5, 2015; and

WHEREAS, subsequent to the adoption of the Fiscal Year 2016 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2016 budget; and

WHEREAS, the City of Daphne received 16.5" of rainfall for the period of April 29-30, 2014; and

WHEREAS, as a result of such heavy rains, watersheds and their drainage systems located within the City of Daphne sustained severe damage and require emergency repairs in order to prevent further impacts to the City's watersheds; and

WHEREAS, the City of Daphne has made application with the NRCS through their EWP program for 75% reimbursement of expenses incurred for such watershed emergency repairs as described below; and

WHEREAS, the EWP Projects were selected by NRCS for funding with the City of Daphne as the "Sponsor".

NOW, THEREFORE, BE IT ORDAINED, that:

1. The City Council of the City of Daphne deems these projects key to the recovery efforts associated with this rain event and the repair of these property's watershed issues is necessary to preserve the health, safety, and convenience of the public.
2. Fiscal Year 2015 Budget was amended by Ordinance 2015-20 to include an appropriation from the General Fund in the amount of
   - $14,601.50 for the estimated City match for Canterbury & Old Pump Plant areas
   - $ 7,155.00 for the estimated City match for Palmetto Court.
3. **Bids have been received with project cost as listed below requiring an additional appropriation in the amount of $ 132,229.73 to complete the five approved EWP projects:**
   - Canterbury & Old Pump Plant *(Bid amount-$159,939)* - additional appropriation needed - $ 78,361.70
   - Palmetto Court *(Bid amount-$68,862.50)* - additional appropriation needed $53,868.03.
4. The Environmental Program Manager/Public Works Director or the Mayor is authorized to coordinate application with the NRCS for the reimbursement of such funds and to sign and execute all documents associated with the described projects.

APPROVED AND ADOPTED by the City Council of the City of Daphne, Alabama, this _____ day of _______________, 2015.

____
Dane Haygood, Mayor

Attest:

____
Rebecca A. Hayes, City Clerk

CITY OF DAPHNE

CITY OF DAPHNE

ORDINANCE NO. 2015-73

AN ORDINANCE TO AMEND LODGING TAX ALLOCATAION

WHEREAS, the City Council of the City of Daphne has determined that a change in the allocation amounts for the Lodging tax is necessary to effectuate and implement public policy regarding economic development within the City of Daphne**;** and

WHEREAS, the Industrial Development Board agrees to this change in allocation; and

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

SECTION 1. AMENDMENT

Section 9(a) of the Lodging Tax Ordinance 2014-06 shall be amended to read as follows:

(a) Ten percent (10%) shall be paid at least quarterly and used for the purpose of providing funding to the Industrial Development Board for the action items, implementation of strategies, and tactics included in the then current Strategic Economic Development Plan as approved and adopted by the City Council.

SECTION 2. SEVERABILITY

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

SECTION 3. EFFECTIVE DATE

This Ordinance shall take effect and be in force effective upon proper passage and execution, subject to publication as required by law.

SECTION 4. REPEALER

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

ADOPTED AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA on this the ____ day of _______________, 2015.

CITY OF DAPHNE

____
DANE HAYGOOD, MAYOR

ATTEST:

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REBECCA A. HAYES, CITY CLERK