

CITY OF DAPHNE
1705 MAIN STREET, DAPHNE, AL
CITY COUNCIL BUSINESS MEETING AGENDA
OCTOBER 2, 2017

1. **CALL TO ORDER**
2. **ROLL CALL**
INVOCATION: Rabbi David Tokajer of Congregation Mayim Chayim
PLEDGE OF ALLEGIANCE
3. **APPROVE MINUTES:** **Council Meeting minutes** – September 18, 2017 3

PRESENTATION: 2017 Most Attractive Large Commercial Business: Eastern Shore Hyundai 6

PROCLAMATION: Breast Cancer Awareness Month 7

PROCLAMATION: Domestic Violence Awareness Month 8
4. **REPORTS OF STANDING COMMITTEES**

 A. **FINANCE COMMITTEE** – Rudicell
 Review minutes – September 18, 2017 9

 B. **BUILDINGS & PROPERTY COMMITTEE** – LeJeune

 B. **PUBLIC SAFETY COMMITTEE** – Davis
 Review minutes – September 11, 2017 15

 D. **CODE ENFORCEMENT/ORDINANCE COMMITTEE** – Goodlin

 E. **PUBLIC WORKS COMMITTEE** – Coleman
 Review Museum minutes – September 11, 2017 17
5. **REPORTS OF SPECIAL BOARDS & COMMISSIONS**

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

 B. **DOWNTOWN REDEVELOPMENT AUTHORITY** – Conaway

 C. **INDUSTRIAL DEVELOPMENT BOARD** – Davis

 D. **LIBRARY BOARD** – Rudicell

 E. **PLANNING COMMISSION** – Scott

 F. **RECREATION BOARD** – LeJeune

 G. **UTILITY BOARD** – LeJeune
 Review minutes – August 30, 2017 19
6. **MAYOR’S REPORT**
7. **CITY ATTORNEY REPORT**
8. **DEPARTMENT HEAD REPORTS**

City Council Agenda – October 2, 2017

9. CITY CLERK’S REPORT

ABC License: Mancis Antique LLC – Daphne Witches Ride – October 29, 2017 – 140 – Special Events Retail 22

MOTION: Authorizing Mayor Dane Haygood to execute an Agreement concerning Transportation Planning Process for the Eastern Shore Urbanized Area between Baldwin County and the Municipalities of Daphne, Fairhope, Spanish Fort, Loxley and the State of Alabama. 27

10. PUBLIC PARTICIPATION

11. RESOLUTIONS & ORDINANCES

RESOLUTIONS:

A. 2017 – 51 - Authorizing the Mayor to enter into a Gift Agreement – Daphne Library Foundation and Friends of Daphne Public Library 39

2ND READ ORDINANCES:

A. 2017-77 – Adopting the Fiscal Year 2018 Budget 44

B. 2017-78 – Establishing a Policy for Events held within the City of Daphne 45

C. 2017-79 – Commercial Solid Waste Collection Services and Franchises 52

D. 2017-80 – Council Rules and Procedures 67

E. 2017-81 – Establishing a Policy for Community Grants 74

1ST READ ORDINANCES

A. 2017-82 – Annexation: Fred L. Corte – Southeast of Corte Road and County Road 13 78

B. 2017-83 – Annexation: Bertolla Properties, LLC – Southeast of Austin Road and Alabama Highway 181 88

12. COUNCIL COMMENTS

13. ADJOURN

September 18, 2017
CITY COUNCIL MEETING
REGULAR BUSINESS MEETING
1705 MAIN STREET
DAPHNE, AL
6:30 P.M.

1. CALL TO ORDER:

There being a quorum present Councilman Scott called the meeting to order at 6:30 p.m.

2. ROLL CALL

COUNCIL MEMBERS PRESENT: Ron Scott, Joel Coleman; Doug Goodlin; Robin LeJeune; Joe Davis; Tommie Conaway; Pat Rudicell.

Also Present: Dane Haygood, Mayor; Candace Antinarella, City Clerk; Jenny White, Assistant City Clerk; Jay Ross, City Attorney; James White, Fire Chief; David McKelroy, Recreation Director; Adrienne Jones, Planning Director; Kim Sparks, Building Department; Kelli Kichler, Finance Director/Treasurer; David Carpenter, Police Chief; BJ Eringman, Public Works; Tonja Young, Library Director; Margaret Thigpen, Civic Center Director; Betsy Schneider, Operations Director; Vickie Hinman, Human Resources Director.

INVOCATION/PLEDGE OF ALLEGIANCE:

Pastor Charles Jackson of Macedonia Baptist Church

3. APPROVE MINUTES:

There being one correction to the Work Session minutes, the September 5, 2017 Council Meeting minutes, September 11, 2017 Work Session minutes and September 12, 2017 Special Called Work Session minutes stand approved as written.

Presentation – Jonathan Ellis, Daphne Elementary School principal, commended Officer Tobias Pearce, School Resource Officer for doing an excellent job with the children. He balances compassion and professionalism and the school families are very thankful for his presence. Mr. Ellis thanked the City and the Police Department.

4. REPORT OF STANDING COMMITTEES:

A. *FINANCE COMMITTEE* – Rudicell

Review of July sales and use tax, lodging tax and the unrestricted balance.

B. *BUILDINGS & PROPERTY COMMITTEE* – LeJeune

Minutes are in the packet.

C. *PUBLIC SAFETY COMMITTEE* – Davis

Minutes in the packet. Next meeting is October 9, 2017.

D. *CODE ENFORCEMENT/ORDINANCE COMMITTEE* – Goodlin

Minutes in the packet. The next meeting is October 2 at 4:30pm.

E. *PUBLIC WORKS COMMITTEE* – Coleman

Next meeting is October 2 at 5:30pm.

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS:

A. *Board of Zoning Adjustments* – Adrienne Jones

Report from previous meeting is in the packet.

B. *Downtown Redevelopment Authority* – Conaway by Scott

Next meeting is September 27, 2017 at 5:30pm.

C. *Industrial Development Board* – Davis

Work session last week in regard to the DISC project. Tomorrow's meeting is cancelled.

**September 18, 2017
CITY COUNCIL MEETING
REGULAR BUSINESS MEETING
1705 MAIN STREET
DAPHNE, AL
6:30 P.M.**

D. Library Board – Rudicell

Resolution will be presented at the next meeting for a Gift Agreement with the Daphne Library Foundation and the Friends of Daphne Public Library.

E. Planning Commission –Scott

Next site review is Wednesday, September 20, 2017. The Planning Commission meeting is September 28, 2017 at 5:00 pm.

F. Recreation Board - LeJeune

The Recreation Board did not meet this past week but wanting to push along the personnel request and looking forward to a bid going out in the coming weeks.

G. Utility Board – LeJeune

No report.

6. MAYOR'S REPORT

Mayor Haygood read a thank you note from a Tampa family who evacuated from the hurricane and stayed at the Comfort Inn in Daphne. The family wanted to thank the residents and employees as everyone was welcoming and kind.

**MOTION BY Councilman Davis to authorize the Mayor to enter into an Agreement with Harbor Communications for VOIP services pending legal approval. Seconded by Councilman Goodlin.
MOTION CARRIED UNANIMOUSLY**

7. CITY ATTORNEY REPORT:

No report.

8. DEPARTMENT HEAD COMMENTS:

Tonia Young – The Library is excited about the Porch Project and appreciates everything the City does for the library.

9. CITY CLERK'S REPORT:

MOTION to approve the following:

MOTION: To approve SEEDS 2018 Classic Rock 5K & 1 Mile Fun Run on March 3, 2018

**MOTION BY Councilman Rudicell to approve the SEEDS 2018 Classic Rock 5K & 1 Mile Fun Run on March 3, 2018. Seconded by Councilman LeJeune.
MOTION CARRIED UNANIMOUSLY**

10. PUBLIC PARTICIPATION

Brian Wilke – SEEDS Chairman – Thanked the City for their support of SEEDS.

11. RESOLUTIONS & ORDINANCES:

NONE

September 18, 2017
CITY COUNCIL MEETING
REGULAR BUSINESS MEETING
1705 MAIN STREET
DAPHNE, AL
6:30 P.M.

ORDINANCES:

2nd READ

1st READ

- A. 2017-77 – Adopting the Fiscal Year 2018 Budget
- B. 2017-78 – Establishing a Policy for Events held within the City of Daphne
- C. 2017-79 – Commercial Solid Waste Collection Services and Franchises
- D. 2017-80 – Council Rules and Procedures
- E. 2017-81 – Establishing a Policy for Community Grants

12. COUNCIL COMMENTS

Councilman Scott talked with Willie Robinson about how dark it is at Gator Boardwalk and he referred BJ Eringman in Public Works to discuss this issue with Mr. Robinson. Also, the City has entered into an agreement with Alligator Alley LLC to distinguish Daphne Gator Boardwalk as the official name.

13. ADJOURN:

MOTION BY Councilwoman Conaway to adjourn. Seconded by Councilman Rudicell.

MOTION CARRIED UNANIMOUSLY

THERE BEING NO FURTHER BUSINESS TO DISCUSS, THE MEETING ADJOURNED AT 7:37 P.M.

Respectfully submitted by,

Certification of Presiding Officer

Candace G. Antinarella, City Clerk

Ron Scott, Council President

DAPHNE BEAUTIFICATION COMMITTEE

PRESENTS THE

“2017 MOST ATTRACTIVE LARGE COMMERCIAL BUSINESS”

TO

Eastern Shore Hyundai

For Excellence in Beautifying the City of Daphne

Awarded this 16th day of October 2017



The Jubilee City

A handwritten signature in black ink, appearing to read "Dane Haygood".

Dane Haygood, Mayor

A handwritten signature in black ink, appearing to read "Laurel Anderson".

Laurel Anderson, Chairperson

**CITY OF
DAPHNE, ALABAMA**

PROCLAMATION

**“National Breast Cancer Awareness Month”
October 2017**

WHEREAS, Breast Cancer touches the lives of Americans from every background and in every community across the Nation; and

WHEREAS, one in eight women will get breast cancer in her lifetime; and

WHEREAS, the National Cancer Institute estimates in the United States more than 1.5 million new cases of breast cancer will be diagnosed this year, and every 13 minutes a women will die from breast cancer; and

WHEREAS, National Breast Cancer Awareness Month remains dedicated to increasing public knowledge about the importance of early detection of breast cancer diagnosis and treatment; and

WHEREAS, many women still do not utilize mammography at regular intervals even though research indicates it is the best available method of detection; and

WHEREAS, taking advantage of early detection methods such as mammography and clinical breast exams could help the breast cancer death rate drop by approximately 30%; and

WHEREAS, the American Cancer Society has searched endlessly for a cure through vital research and has the mammoth task of educating our community and all Americans of the risks of breast cancer.

WHEREAS, during National Breast Cancer Awareness Month we honor those we have lost, lend our strength to those who carry on the fight and pledge to educate ourselves and our loved ones about this tragic disease.

THEREFORE, the Mayor and City Council of the City of Daphne, Alabama do hereby proclaim

October 2017 as “National Breast Cancer Awareness Month”

throughout the city, and urge all women and their families to get the facts about breast cancer, and encourage citizens, private businesses and non-profit organizations to join in activities that will increase awareness of what Americans can do to prevent breast cancer.

Dane Haygood, Mayor

ATTEST:

Candace G. Antinarella, City Clerk

**CITY OF
DAPHNE, ALABAMA**

PROCLAMATION

**“National Domestic Violence Awareness Month”
October 2017**

WHEREAS, domestic violence is a serious crime that affects every American, harms our communities, weakens the foundation of our community and hurts the ones we love the most; and

WHEREAS, one in four women will experience domestic violence during her lifetime; and

WHEREAS, domestic violence is widespread and affects over four million Americans each year, and one in three Americans have witnessed an incident of domestic violence; and

WHEREAS, children that grow up in violent homes are believed to be abused and neglected at a rate higher than the national average; and

WHEREAS, only a coordinated community effort will put a stop to this heinous crime; and

WHEREAS, “Domestic Violence Awareness Month” provides an excellent opportunity for citizens to learn more about preventing domestic violence, and to show support for the numerous organizations and individuals who provide critical advocacy, services and assistance to victims; and

WHEREAS, this month we recognize the survivors and victims of abuse whose courage inspires us, and to remind them they are not alone.

NOW, THEREFORE, the Mayor and City Council of the City of Daphne, Alabama proclaims **October 2017 as “National Domestic Violence Awareness Month”** and urge the citizens of Daphne to work together to eliminate domestic violence from our community.

Dane Haygood, Mayor

ATTEST:

Candace G Antinarella, City Clerk

**CITY OF DAPHNE
FINANCE COMMITTEE MINUTES
SEPTEMBER 18, 2017**

I. CALL TO ORDER/ROLL CALL

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

Present were:

Chairman Pat Rudicell
Councilwoman Mrs. Conaway
Councilman Joel Coleman
Councilman Doug Goodlin

Councilman Ron Scott
Councilman Robin LeJeune
Councilman Joe Davis

Finance Director Kelli Kichler, Senior Accountant Suzanne Henson, Human Resource Director Vickie Hinman, Revenue Officer Jamie Smith, Mayor Dane Haygood, and City Attorney Patrick Dungan.

Also Present:

Public Works Deputy Director William Eringman
Civic Center Director Margaret Thigpen
Operations Director Betsy Schneider

Library Director Tonja Young
City Clerk Candace Antinarella
Beautification Committee member-Dorothy Morrison

II. PUBLIC PARTICIPATION

No one spoke during public participation.

III. APPROVE MINUTES FOR THE PREVIOUS MEETING

The previous minutes were approved.

<i>MOTION BY Mr. Davis to approve the previous months Finance Committee minutes. Seconded by Mr. Goodlin. MOTION CARRIED UNANIMOUSLY</i>
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IV. HUMAN RESOURCES BUSINESS

A. Update on Human Resources Department Activity

Mrs. Vickie Hinman reviewed the Human Resource Report including open position status.

Positions

Public Works Director
Solid Waste Coordinator
Mechanic
Police Officer (3)
Police Dispatcher (2)
PSW – Grounds (2)
PT Library Aide
Library Services Technician
Building Maintenance Tech.
PSW Mowing
PSW Street
Facilities Manager
Executive Assistant

Status

Posted: 9/7/17 – 9/25/17
Posted: 9/5/17 – 9/19/17
DOH: 7/27/17
DOH: 9/21/17
DOH: 9/7/17
DOH: 8/24/17, Transfer: 8/17/17
Background Checks
Background Checks
Interviewing
Interviewing
Interviewing
On Hold
On Hold

Safety Committee

Drawing for (2016) annual Safety Grand Prize winners: Anita Allen (Revenue), Chris Stanton (Grounds), Carl Donnelly (Patrol)

Next Safety Committee meeting: September 27 @ 10:00 a.m.

Other HR projects/meetings/events:

- Volunteers training at receptionist desk
- Volunteer Coordinator – assisting Public Works
- RSA Cross-Training; new submission format, effective date to be determined
- Open Enrollment – August 1 through September 15
- AMIC Loss Control representative/annual review – September 16
- Munis Users Meeting (HR/ACA/RSA) – September 7
- New Employee Orientation – October 19

Discussion continued on the two positions on hold: Facilities Manager and the Executive Assistant. Mrs. Hinman said she hoped to have a decision on the Facilities Manager soon.

B. Overtime Report

Ms. Kichler reviewed the overtime report and noted several departments are over budget on overtime. Discussion was made on the departments that had the most overtime overages (Fire, Court, Garbage, Street, and Grounds) and if the overtime was due to position vacancies, an employee being out on leave, or other reasons. Ms. Kichler noted that the overtime presented in the FY18 Budget will remain at the same amounts as the FY17 Budget. Discussion continued that with promotions and COLA increases employees actual overtime pay would increase.

V. BUSINESS LICENSE REPORT

A. Report: New Business Licenses – August, 2017

Mrs. Smith reviewed the following reports and information:

- Code enforcement issued 14 warnings resulting in businesses becoming compliant and \$1,396.94 in revenue.
- New Businesses with a physical location in Daphne - 9

BUSINESS LICENSE COUNT through 8/31/2017	
Issued THIS MONTH:	
NEW Licenses	53
RENEWAL Licenses (2017)	17
PRIOR YEAR Licenses (2016 and Prior)	6
Total Issued THIS MONTH	76
Total Issued THIS MONTH - PREVIOUS YEAR	96
Net Gain/-Loss Current VS Previous Yr MONTH	-20
Total Issued YTD 2017	4,543
Total Issued YTD - PREVIOUS YEAR	4,617
Net Gain/-Loss Current VS Previous Yr YTD	-74

Business License Fee - Historical Comparison-2016 / 2017				
	<u>FY 16</u>	<u>FY 17</u>	<u>Previous Year</u>	<u>\$2,045,000</u>
October	\$5,892.75	\$7,103.71	\$1,210.96	(\$2,037,896.29)
November	\$7,656.25	\$11,604.68	\$3,948.43	(\$2,026,291.61)
December	\$7,656.25	\$33,347.73	\$25,691.48	(\$1,992,943.88)
January	\$1,236,825.76	\$1,301,664.28	\$64,838.52	(\$691,279.60)
February	\$615,428.56	\$603,134.76	(\$12,293.80)	(\$88,144.84)
March	\$90,794.16	\$154,190.39	\$63,396.23	\$66,045.55
April	\$39,137.36	\$42,906.33	\$3,768.97	\$108,951.88
May	\$27,396.28	\$27,884.36	\$488.08	\$136,836.24
June	\$32,559.45	\$13,209.58	(\$19,349.87)	\$150,045.82
July	\$8,199.85	\$16,453.52	\$8,253.67	\$166,499.34
August	\$20,710.32	\$9,297.88	(\$11,412.44)	\$175,797.22
September				
Year to Date	\$2,092,256.99	\$2,220,797.22	\$128,540.23	\$175,797.22

- Delinquency report showed all delinquencies have been placed as "INACTIVE".

Mrs. Smith noted that the delinquent accounts that had been placed on hold will still be monitored by the Code Enforcement Officer as he stops at worksites to verify a Business License has been obtained by the contractor. Mrs. Smith stated if any of the contractors on the inactive list were found working at a job site that they would be billed delinquency fees and penalties.

VI. SALES & LODGING TAX REPORT

A. Sales and Use Taxes: July, 2017

Mrs. Henson reviewed the Sales & Use Tax Reports and Graphs: \$1,320,497.73 was collected for July, 2017 which was up \$32,846.68 from July 2016's collections:

- YTD Variance over Budget - \$332,117

Discussion was made concerning Hurricane Irma and that many evacuees were staying in the Daphne hotels.

B. Lodging Tax Collections, July, 2017

Mrs. Henson reviewed the Lodging Tax Collections Report and noted the collections for July, 2017 were \$148,060.52 which is down (\$306.48) from July 2016's collections.

- YTD Variance over Budget: \$ 92,504.14

C. Lodging Tax Fund: Statement of Rev over Exp, August, 2017

Mrs. Henson reviewed the Lodging Tax Statement of Revenues over Expenditure report for **August**, 2017.

- Unreserved balance for Bayfront related purchases - \$1,319,532.08
- Recreation related purchases - \$ 799,281.53

Mrs. Henson noted that recent expenditures were made on the D'Olive Bay Boat Ramp and are reflected in the report. Ms. Kichler noted that some of the line items on the report were adjusted/moved around to better reflect the boat ramp project capital improvements but the total amount is the same. Mr. LeJeune asked what the available funds are in Lodging Tax Fund. Ms. Kichler answered that \$397,500 was available as of August 31, 2017 for recreation projects and \$1.25 Million was available for Bayfront related projects. Ms. Kichler added that beginning in October 2017 the transfers for recreation debt payments will start.

VII. FINANCIAL SCHEDULES & REPORTS

A. Financial Reports

1. Treasurer's Report: August, 2017

Ms. Kichler reviewed the Treasurer's Report:

TREASURER'S REPORT					
As of August 31, 2017					
Account Type/Title	8/31/2017	7/31/2017	Increase (Decrease) from last Month	8/31/2017	Increase (Decrease) from Last Year
Total Unrestricted Cash Balance	11,644,850	12,376,478	(731,628)	11,481,131	163,719
Total Restricted Cash Balance	20,173,299	20,393,048	(219,748.95)	9,159,505	11,013,794
Total City Cash Balance	\$ 31,818,149	\$ 32,769,526	\$ (951,377)	\$ 20,640,636	\$ 11,177,513
Encumbrance Total as of			8/31/2017	\$ 167,631.34	

The Treasurer's Report as of August, 2017 Total Unrestricted Cash Balance - \$11,644,850 and Total City Cash Balance - \$31,818,149 was presented to be filed for audit.

2. Encumbrance Report

The Encumbrance report was included in the packet. Ms. Kichler noted the parks padlocks would come off the report next month since the padlocks were just received today. Discussion was made that the list would increase as pending projects for FY17 would be added to the encumbered list.

3. Outstanding Appropriations

Ms. Kichler reviewed the outstanding appropriations report and highlighted some sports park projects. The Mayor further discussed the off season timing that the fencing at the Trione Sports park would be worked on and completed.

4. Financial Overview: Debt Summaries & Monthly Financial Statements, Month 2017

Ms. Kichler reviewed the following Financial Statements:

- Debt Summary Schedules (General & Enterprise Funds), August, 2017
- Budgetary Comparison Schedule, July 2017
- General Fund, July 2017
- Debt Service Fund, July 2017
- Special Revenue Funds, July, 2017
- Capital Projects Funds Balance Sheet, July 2017
- Enterprise Funds Statement of Net Position, July, 2017

Monthly Financial Statements –July 2017 Financial Highlights

General Fund:

- | | <u>FY 2017</u> | <u>FY 2016</u> | <u>Change</u> |
|---|----------------|----------------|---------------|
| • YTD Net Income/(Loss): | \$ \$(142,882) | \$1,621,594 | \$<1,764,476> |
| • (\$1,764,476) includes the \$2 million transfer to debt service for the sports parks projects | | | |
| • Total sales tax collected year to date is approximately \$390,000 over prior year and \$332,000 over budgeted income | | | |
| • Grant revenue is currently down \$962,000. This is attributable to the Tiawasee Creek grant revenue received in FY 2016. There is also a reduction reflected in Public works expenditures for the same amount in the year to year comparison. | | | |
| • Unassigned Fund Balance: | \$12,533,279 | | |
| • Outstanding Encumbrances: | \$197,631 | | |

Debt Service Fund/Outstanding Debt:

- Outstanding Warrant Balance as of July 31, 2017: \$41,972,457
- Outstanding Capital Lease Balance as of July 31, 2017:
 - o General Fund: \$1,072,455
 - o Enterprise Funds: \$224,450

Ms. Kichler noted that the new garbage truck was recently delivered and that lease payment would be reflected in the August report.

Capital Project Funds (Capital Reserve, 2014 Construction, and 2016 Construction, 2017 Construction):

- Recreation park improvements at Trione and Park Drive year to date are \$1,106,140
- Whispering Pines sewer project has been fully completed with year to date expenditures of \$1,107,874

Special Revenue Funds (13 separate funds):

- Seven Cent Tax Fund – Largest expenditure includes \$163,000 spent on turning lanes at Sehoj Blvd.
- Lodging Tax Fund –
 - o Bayfront Unreserved Fund Balance: \$1,448,925
 - o Recreation Unreserved Fund Balance: \$720,809
 - o Total lodging tax collected year to date is approximately \$51,000 over prior year and \$92,500 over budgeted income.

Enterprise Funds (Solid Waste, Civic Center, and Bayfront):

- Year to date transfers for each of the enterprise funds were as follows:

	<u>FY 2017</u>	<u>FY 2016</u>	<u>Change</u>
Solid Waste Fund	-\$312,961	\$423,585	\$ <110,624>
Civic Center Fund	-\$224,535	\$261,035	\$ < 36,500>
Bayfront Park Fund	-\$128,612	\$124,062	\$ 4,550

As of August the following percentage of budgeted funds have been expended:

- Transfers to Debt Service Fund – 84%
- Personnel – 76%
- Operating – 61%
- Capital – 52%

5. Future Projects Summary

Ms. Kichler reviewed the Unfunded Future Expenditures report. Discussion was made on the park projects and Bayfront Drive master plan and the current status of other listed projects. Mr. Coleman noted he would have an update from Andy Bohe, Dewberry Engineers, Inc. on the Bayfront Drive master plan soon and would report back to the committee.

Ms. Conaway asked about the pending CDBG Sewer project. Mrs. Henson noted that she had received an e-mail from Cara Stallman, Grant Management the previous week and that Ms. Stallman was anticipating the project would go out to bid this next month.

6. Summary of Budgetary Amendments

Ms. Kichler noted the amount of the FY2017 budget amendment appropriations made year to date is (\$3,520,114.10). Ms. Kichler noted several of the projects will not be completed and the monies will be included in the October Encumbrance report.

B. Bills Paid Reports – August, 2017

The Bills Paid Report was presented in the packet.

VIII. NEW BUSINESS**A. The Porch – Daphne Public Library: Gift Agreements – Authorize the Mayor to Sign the agreements (Resolution)**

Mrs. Henson stated that the draft resolution that she handed out has been reviewed by the city attorney. Mrs. Henson noted the resolution was to authorize the Mayor to sign the two gift agreements with the Daphne Library Foundation, donation of \$75,000, and Friends for the Daphne Public Library, donation of \$65,000. Ms. Kichler asked if the Foundation's fundraising was included in the \$75,000. Ms. Young and Mr. Dungan confirmed it was. Ms. Young discussed the Foundations continued fund raising efforts. Mrs. Henson noted the bid for The Porch project has been advertised and

will open on October 11, 2017. Ms. Henson stated the bid will be on the October 2017 Finance Committee agenda. Discussion continued on the project.

MOTION BY Mr. Davis to recommend to Council to adopt a Resolution authorizing the Mayor to enter into a Gift Agreement with the Daphne Library Foundation and Friends of the Daphne Library for receiving gifts to assist with the construction of “The Porch” project – Daphne Public Library. Seconded by Mr. LeJeune. MOTION CARRIED UNANIMOUSLY

B. FY2018 Budget

Discussion was made on the proposed FY2018 Budget. The following points were discussed:

- Beautification projects budget was moved from the Grounds Department to Executive Department. Ms. Kichler stated that this line item budget was increased from \$16,000 in FY17 to \$21,000 for FY18. Mayor Haygood discussed the need for the change. Mrs. Morrison, Beautification Committee thanked the Council for providing funds for projects and stated she looked forward to working with the new employees assigned to work with the Beautification Committee.
- Flags and Banners – Ms. Kichler explained these are for promoting City events.
- Jubilee Breeze publication – discussion was made on the distribution of the magazine.
- Employee recognition line item is \$0 for FY18 – Ms. Kichler explained that line item was replaced with longevity pay that was updated in the City’s pay plan.
- Community Grants – Discussion was made on the recent Ordinance that was passed.
- Council Retreat – Ms. Kichler noted this line item is generally included in the budget each year.
- Receptionist – Discussion continued that previous budgets listed positions individually and now personnel line items are combined by full-time and part-time for each department.
- Keep America Beautiful – discussion was made on what this program includes including the annual Public Works recycling day event for Daphne citizens.
- Overtime – Ms. Kichler noted this amount remains the same as the previous year’s budget. Court overtime and Fire Station #5 future personnel needs were discussed.
- Daphne Middle and High School field maintenance and lights – discussion continued that the City uses these fields for City sports.
- Director of City Development – Mayor Haygood explained the purpose of the position was to help the City be more pro-active on land use and planning, catalog what type of acreage the City has, and plan out how to handle the City’s growth. Mr. LeJeune asked about outsourcing this service. Mayor Haygood stated he had looked into outsourcing but the fee was high. Discussion continued that Archer was working on the job description for this new position. Discussion continued on what timeframe this new position should be budgeted for.

Mr. Scott stated the FY2018 Proposed Budget Ordinance is on the Council meeting tonight as a first read and will be a second read at the October 2nd meeting.

IX. OLD BUSINESS

A. Blue Cross Blue Shield Renewal

Mr. Rudicell asked Ms. Kichler if a memo had been sent out to employees notifying them that their medical insurance participation cost would increase in October, 2017. Ms. Kichler stated the memo had been sent out to employees but still needed to be sent to retirees still on the City’s insurance plan.

B. New Phone System Agreement

Ms. Kichler reminded Council that there was a motion on the agenda for the Council meeting that night to authorize the Mayor to sign the agreement for the new phone system.

C. Change in Committee meeting schedules

Discussion was made that this was the first month the Committee meetings since the schedules were changed. Ms. Kichler stated that moving the Finance Committee meeting to the third Monday of the month instead of the first Monday of the month has helped tremendously in allowing more time for reconciliations of bank statements and accounts and for preparing monthly financial statements.

X. ADJOURN The meeting adjourned at 6:25 p.m.

Public Safety Committee

Monday, September 11, 2017

Councilman Joe Davis
Councilman Ron Scott
Councilman Doug Goodlin
Councilman Robin LeJeune
Councilman Pat Rudicell
Councilwoman Tommie Conaway
Councilman Joel Coleman

Police Chief David Carpenter
Fire Chief James White
Public Works Director, BJ Eringman
Samantha Cooper - Secretary

Committee Members Attending:

Councilman Joe Davis, Councilman Ron Scott, Councilwoman Tommie Conaway, Councilman Doug Goodlin, Councilman Joel Coleman, Councilman Pat Rudicell, Public Works Assistant Director BJ Eringman, Police Chief David Carpenter, Lieutenant Brian Gulsby, Fire Chief James White

CALL TO ORDER

Councilman Joe Davis **convened** the meeting at 4:30 p.m.

PUBLIC PARTICIPATION – N/A

APPROVAL OF MINUTES FROM PREVIOUS MEETING

Minutes from August 21, 2017 were approved as read.

POLICE DEPARTMENT

A. New Business – Chief presented the monthly stats as provided. Councilman Goodlin commented about the number of accidents that we are having, based off of this month's stats (July 2017), averaging 2 accidents per day. Chief stated this number will likely go up even more in the coming months with the number of accidents we've been having on I-10 (due to evacuation traffic etc). Councilman Coleman asked Chief if we log these car accidents and where they kind of are in order to establish dangerous intersections that might need to be looked at for future light placements. He specifically brought up the area of Yacht Club / Academy Dr. Councilman Scott brought up the topic of our GIS system in the planning department and that it has the ability to record intersections, accidents, where they took place to determine repetitive 'hot spots' where problems might be occurring. Public Works is currently utilizing this system. Scott also brought up the portable speed signs that attach to polls that can be easily moved, they are around \$2,500 each. Goodlin inquired to Public Works Assistant Director BJ Eringman, if we have any of these in the budget. He did not know but would check. Scott suggested we look at adding an "X amount" per year for the next few years.

Councilman Davis addressed a question with Chief about Patrol vehicles being in the median as the city ordinance currently reads. Chief said that there is an issue with the way the city ordinance currently reads that it does not exclude/allow Police vehicles to be in the median and that the ordinance needs to be adjusted to reflect this. Davis stated we need to bring this up in the ordinance committee meeting to change this particular ordinance to say, "except for emergency vehicles."

FIRE DEPARTMENT

A: New Business – Chief White spoke briefly about a group of guys he met with this morning that

stated they ‘single-handedly saved the fire department’. Buddy Brown’s house caught fire yesterday and they were able to get there and save it. He was very appreciative of it as well. His house is on Village Dr.

Chief White went over the training hours that were requested for the strategic plan. He said the only thing this does not include is the 640 hours each fire-fighter has to have in order to become a fire-fighter. It is just training hours that they do on an annual basis to keep certification.

Councilman Scott inquired about if we ever were to have a chemical spill, who do we contact, who responds? Both Chief White and Chief Carpenter stated that Baldwin County EMA are contacted and they get us all of the necessary resources that we need in order to manage this and clean it up.

Old Business – Councilman Davis inquired on the status of Fire Station 2. Chief White said he doesn’t really know; that they are still having on-going issues. They still do not have the stairs; the cap up top where all of the leaking and draining is coming in, isn’t fabricated and can’t be signed off on until it is. He said they have a ‘punch list’ that they are keeping up with that has over 200 items on it currently that needs to be corrected. The contractor did ask for the 23 day extension in August, but was still unable to meet that deadline with the extension. The \$500 a day liquidated damages costs, which the contractor has to pay daily, kicked in August 31st, until finished.

OTHER BUSINESS –

Chief White inquired about the architectural fees that were passed for Fire Station 5 and where they were with that. BJ stated he will be setting up a meeting with HMR. Scott asked if we currently have received the title to this property. The city attorney did not know if it had been finalized or not but would check into it. Scott said there was no reason for us to spend the architectural money if we don’t own the property yet. The city lawyer will find out and let them know.

Strategic Plan Statistics were gone over. Councilman Davis wants to utilize some of these statistics to get out to the public to know how much our officers and fire-fighters are going above and beyond. Councilman Goodlin inquired about the FBI National Academy and if the city pays the travel, the whole thing etc. The FBI pays for all of the travel; the city gets reimbursed for that. The only thing the city pays is the officer who goes salary, any extra expenses for uniforms or special trips. This is stated ahead of time in order to be accounted for in the budget. Chief said it is about a 2 year process if not longer to be able to get in. It is a very prestigious academy to go through. We’ve had 6 officers with Daphne to go, to include Chief Carpenter, Captain Beedy, Captain Taylor, Lieutenant Hempfleng, and two that are no longer with us. It is a 2 year service commitment contract from the City of Daphne following the completion of the FBI Academy; otherwise they have to pay it back to the city.

The Public Safety committee took a moment of silence to reflect and honor the memory of those that served our nation during the September 11th attacks.

ADJOURN

There being no further business to discuss, Councilman Scott made a motion to adjourn the meeting at 5:05 p.m. The next meeting will be Monday, October 9, 2017 at 4:30 p.m. at City Hall Council Chambers.

Respectfully submitted,

Daphne Public Safety Committee

Daphne History Museum

Meeting Minutes

September 11, 2017

I. Call to order

Ken Balme called to order the regular meeting, followed by reciting the Pledge of Allegiance & a spoken word by Mickey Boykin re: our blessings & 9/11

- II. **Attendees:** Ken Balme, Rachel Burt, Mickey Boykin, Lee Swetman, Dooley & Scott Berry, Arva Brown, Stephanie Middleton, Richard Middleton, Emily Hammond, Betty Baker, Jeanne Nelson, Greg McRae

III. Approval of minutes from last meeting: August 14 , 2017

- IV. **Treasures Report:** Period 7/31/17- 8/31/17 Opening balance \$6,081.99 Deposits: \$315 (9 bricks) Credits: \$5405 (2 keys & supplies) Ending balance \$6272.94 Petty Cash \$34.13

- V. **Volunteer Assignments/Schedules-** Stephanie will work the 5th Friday since we will be closed for JF. Rachel will work the other.

VI. Committee Reports

- a) **Exhibits/Events:** No Reports
- b) **Publicity/Social Media:** Ken was on WABF with Tod Johnson
- c) **Cemetery:** No reports.
- d) **Fund Raising & Volunteer Recruitment:** See brick sale
- e) **Special Tours :** None scheduled
- f) **Archives, Curation:** No reports

VII. Unfinished/Ongoing business

- a) **Planning Calendar: Jubilee Festival:** Stephanie will be setting up and handling the money box, since Helen & Rachel will not be in town. Schedule was passed around for volunteers to run our booth. She has also lined up a couple Mayday dresses for display. Discussion about a display board or rack to use. Stephanie will research, even if it is not ready until next year's events. **Baldwin County Fair :** Ken & Rachel will set up for the Fair on Tuesday 9/23. We will use our small Maypole and Baroco's old ride toys to complete the theme of Ribbons & Rides.
- b) **Brick Sale:** 75 sold to date with several more to add. Hope to have over a hundred after the Jubilee Festival, and we'll discuss at the next meeting a closing date. Mickey has also emailed the mayor and council persons.
- c) **200 Year Celebration:** No new updates.
- d) **Building Improvements:** No new updates

- e) **Name Change:** In process, fees to be paid.
- f) **Work Day:** We were able to rearrange the office and shop area to facilitate a little more room. Several items brought to the City vault, including the Daphne Standards. Rachel suggested a small cabinet for office storage. Stephanie suggested a screen or curtain to cover the storage area upstairs. They will submit pictures or sketches for the next meeting.
- g) **Impact 100:** Had a site visit. Next round will be announced in November.
- h) **Grant through Alabama:** With a total of \$300k to be granted, they received requests for about \$4 million. Limit per site was \$50,000. They requested more info than Ken was able to provide. The City Clerk was able to submit our grant request. Announcement to be made about 10/02/17.

VIII. New Business & Announcements

- **Flag:** Stephanie noticed our flag is getting worn. Lee thought the City replaced the last flag. Jeanne said Woodman of the World will also give flags. Ken will email someone about a new flag.
- **Fall Flowers:** Dooley & Scott will update flowers. She will check with Shannon (City Grounds) for flowers, or they will purchase and install accordingly. She will also see what kind of lead time he would need to install our bricks, and shipping location.
- **Alabama Register:** Landmarks and Heritage. We need to register with them to get on the official list.

IX. Adjournment

Ken Balme adjourned the meeting.

Minutes submitted by: Rachel Burt

Next regular meeting: Monday October 9 , 2017 @ 10AM!

Accepted by:

Chairman, Daphne Utilities



APPROVED MINUTES

Utilities Board Meeting

Council Chambers, Daphne City Hall ♦ August 30, 2017 ♦ 5:00 p.m.

I. Call to Order

The regular August 2017 Board meeting for the Utilities Board of the City of Daphne was held on August 30, 2017 at 5:00 p.m. in the Council Chambers at Daphne City Hall and called to order by Chairman Randy Fry, proceeded by the Roll Call:

II. Roll Call

Members Present: Randy Fry, Chairman
Billy Mayhand, Vice Chairman
Selena Vaughn, Secretary/Treasurer
Robin LeJeune, Board Member

Members Absent: Mayor Dane Haygood, Board Member

Others Present: Jerry Speegle – Board Attorney
Danny Lyndall – General Manager
Drew Klumpp – Administrative Services Manager
Teresa Logiotatos – Finance Manager
Lori May-Wilson – Executive Assistant
Melinda Immel – Volkert & Associates
Ray Moore – HMR
Joe Asarisi – Asarisi & Associates

Others Absent:

III. Pledge of Allegiance

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

IV. Approval of Minutes

A. Utilities Board Minutes from July 26, 2017:

The Chairman requested any additions, corrections, or deletions for the submitted Minutes from the July 26, 2017 Utilities Board Meeting.

MOTION by Selena Vaughn to approve the submitted Minutes for the July 26, 2017, Utilities Board meeting; SECONDED by Billy Mayhand.

AYE: Fry, LeJeune, Mayhand, Vaughn

NAY:

ABSENT: Haygood

ABSTAIN:

MOTION CARRIED

V. OLD BUSINESS – None

VI. NEW BUSINESS –

A. Retirees One-Time Lump-Sum Payment to Eligible Retirees and Beneficiaries of the Employees' Retirement System Act #2017-367 (Board Action: RESOLUTION 2017-06)

Danny Lyndall explained to the Board that the Alabama Legislature approved a one-time lump-sum payment to eligible retirees of participating agencies which would include Daphne Utilities' 11 retirees. He further clarified that retirees with more than 25 years of service will receive an average of \$600 and those with less than 25 years of service will receive an average of \$300 with a total cost for Daphne Utilities of \$5,600. He then requested the Board approve the lump-sum payment by resolution.

MOTION by Selena Vaughn to approve Resolution 2017-06 – Retirees One-Time Lump-Sum Payment to Eligible Retirees and Beneficiaries of the Employees' Retirement System Act #2017-367; SECONDED by Billy Mayhand.

Before the vote, Mr. LeJeune proposed that a letter to the Daphne Utilities' retirees be sent clarifying that the bonus is being paid from Daphne Utilities so that there is no assumption that it would be from RSA.

MOTION by Selena Vaughn to approve Resolution 2017-06 – Retirees One-Time Lump-Sum Payment to Eligible Retirees and Beneficiaries of the Employees' Retirement System Act #2017-367; SECONDED by Billy Mayhand.

AYE: Fry, LeJeune, Mayhand, Vaughn

NAY:

ABSENT: Haygood

ABSTAIN:

MOTION CARRIED

VII. BOARD ATTORNEY'S REPORT

Mr. Speegle notified the Board of receipt of a Workers' Compensation Complaint from Anthony Adams who was dismissed a number of years ago and filed an EEOC claim that was unsuccessful. He informed the Board that Mr. Lyndall had turned the complaint over to Daphne Utilities' Workers' Compensation carrier.

VIII. FINANCIAL REPORT

Teresa Logiotatos highlighted the inventory reduction, net income for the year, gas and irrigation revenue graphs, and reviewed several checks. Mrs. Logiotatos and Mr. Lyndall informed the Board of the decision made on the Blue Cross Blue Shield Insurance benefit plan for Daphne Utilities employees.

IX. GENERAL MANAGER'S REPORT

A. GM Report

Danny Lyndall advised the Board of a small SSO at Yancy Branch lift station due to a heavy rain event. He explained the preventative steps to avoid future spills at this lift station until new automated valves and automatic by-pass pumps are installed as part of an ongoing project and will be a priority for completion. He described some easement issues that have surfaced with

the two remaining areas of the sewer installation project and stated he would keep the Board informed of the situation. A discussion with the Board took place regarding this project.

Drew Klumpp updated the Board on the radio-read project and answered questions.

B. Operations Report

C. Engineering & Consulting Reports

Melinda Immel from Volkert elaborated on the work taking place at Yancy Branch and the final inspection at the Jubilee lift station.

Ray Moore from HMR had nothing to add to his report.

Joe Asarisi with Asarisi & Associates gave an update to the Board on the Spanish Fort pump station project.

X. PUBLIC PARTICIPATION – None.

XI. BOARD ACTION – Previously addressed.

XII. BOARD COMMENTS –

Chairman Fry advised that the executive session will be a hold-over for next month and thanked everyone for the good job that they are doing.

XIII. EXECUTIVE SESSION – holdover

XIV. ADJOURNMENT –

***MOTION** to adjourn.*

The meeting adjourned at 5:29 pm.

Preceding minutes submitted to the Daphne Utilities Board by:



Lori Wilson, Executive Assistant, Daphne Utilities



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION

Confirmation Number: 20170920095005908



Type License: 140 - SPECIAL EVENTS RETAIL

State: \$150.00 **County:** \$212.00

Type License:

State: **County:**

Trade Name: DAPHNE WITCHES RIDE

Filing Fee: \$50.00

Applicant: MANCIS ANTIQUE LLC

Transfer Fee:

Location Address: 1715 MAIN STREET; VACANT LOT DAPHNE, AL 36526

Mailing Address: 1715 MAIN STREET DAPHNE, AL 36526

County: BALDWIN **Tobacco sales:** NO

Tobacco Vending Machines:

Type Ownership: LLC

Book, Page, or Document info: INST 1498258

Date Incorporated: 02/10/2015 **State incorporated:** AL

County Incorporated: BALDWIN

Date of Authority: 02/10/2015

Alabama State Sales Tax ID: R009132071

Federal Tax ID: 47-3077005

Name:	Title:	Date and Place of Birth:	Residence Address:
GARRETT PAUL DELUCA 7547130 - AL	MEMBER	01/19/1990 MOBILE, AL	199 RIDGEWOOD DR DAPHNE, AL 36526
HARRY PARTRIDGE JOHNSON 2769374 - AL	MEMBER	12/06/1950 MOBILE, AL	3595 CHURCH ST FAIRHOPE, AL 36532
JOHN MCDERMOTT THOMPSON 4671906 - AL	MEMBER	11/06/1962 MOBILE, AL	261 LEVERT ST MOBILE, AL 36607

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: HARRY P JOHNSON

Home Phone: 251-454-7550

Business Phone: 251-626-2441

Cell Phone: 251-454-7550

Fax:

E-mail: HPJPROP@BELLSOUTH.NET

PREVIOUS LICENSE INFORMATION:

Previous License Number(s)

Trade Name:

License 1:

Applicant:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20170920095005908

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
Name of Property owner/lessor and phone number: **MANCI ENTERPRISES LLC 251-415-1000**
What is lessors primary business? **REAL ESTATE**
Is lessor involved in any way with the alcoholic beverage business? **NO**
Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

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

Will the business be operated primarily as a package store? **NO**
Building Dimensions Square Footage: **2400** Display Square Footage:
Building seating capacity: **200** Does Licensed premises include a patio area? **YES**
License Structure: **ONE STORY** License covers: **OTHER**
Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:
JOHN MCDERMOTT THOMPSON	DUI - 1984	DAPHNE POLICE	PLED GUILTY, NOL PROS, PAID FINE
HARRY PARTRIDGE JOHNSON	SALE TAX - 1979	BALDWIN COUNTY	PAID FINE AND TAXES



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION



Confirmation Number: 20170920095005908

Initial each

Signature page

JT JT JT JT JT JT JT	In reference to law violations, I attest to the truthfulness of the responses given within the application. In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application. In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application. In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application. In reference to the Club Application information, I attest to the truthfulness of the responses given within the application. In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement. In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record. The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board. I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.
--	--

Applicant Name (print): John Thompson

Signature of Applicant: JLT

Notary Name (print): Betty G. Dean

Notary Signature: Betty G Dean

Commission expires: 1/13/2019

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20170920095005908



Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

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

Has Agent verified membership applications for each member listed?

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

Agent's Initials:

For what purpose is the club organized?

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

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

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: 10/29/2017 Ending Date: 10/29/2017

Special terms and conditions for special event/special retail:

EVENT DATE OCTOBER 29, 2017. LICENSED AREA WILL BE BARRICADED TO CONTROL ENTRANCE/EXIT. BEER TO BE SOLD IN 12 OUNCE CANS AND 16 OUNCE CUPS. LIQUOR AND WINE TO BE SOLD IN 10 OUNCE CUPS. NO ALCOHOLIC BEVERAGES ARE ALLOWED TO LEAVE THE LICENSED PREMISE. THIS LICENSE IS NON-RENEWABLE.

Other Explanations

License Covers: VACANT LOT

Receipt Confirmation Page

Receipt Confirmation Number: **20170920095005908**
Application Payment Confirmation Number: 31667470

Payment Summary	
Payment Item	Fee
Application Fee for License 140	\$50.00
Total Amount to be Charged	\$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
140 - SPECIAL EVENTS RETAIL	\$212.00	\$150.00	\$362.00
			\$0.00
Total Amount to be Charged	\$212.00	\$150.00	\$362.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 140 - SPECIAL EVENTS RETAIL
License Type 2:
License County: BALDWIN
Business Type: LLC
Trade Name: **DAPHNE WITCHES RIDE**
Applicant Name: **MANCIS ANTIQUE LLC**
Location Address: 1715 MAIN STREET; VACANT LOT
 DAPHNE, AL 36526

Mailing Address: 1715 MAIN STREET
 DAPHNE, AL 36526

Contact Person: HARRY P JOHNSON
Contact Home Phone: 251-454-7550
Contact Business Phone: 251-626-2441
Contact Fax:
Contact Cell Phone: 251-454-7550
Contact Email Address:
Contact Web Address:

**AN AGREEMENT CONCERNING A
TRANSPORTATION PLANNING PROCESS
FOR THE EASTERN SHORE URBANIZED AREA
BETWEEN
THE COUNTY OF
BALDWIN
AND
THE MUNICIPALITIES OF DAPHNE, FAIRHOPE, SPANISH FORT,
LOXLEY
AND
THE STATE OF ALABAMA**

Sec. 1-1

An Agreement concerning a Metropolitan Transportation Planning Process for the Eastern Shore Urbanized Area between the Baldwin County Commission,

hereinafter referred to as COUNTY;

the municipalities of Daphne, Fairhope, Spanish Fort, and Loxley;

hereinafter referred to as CITIES and TOWN;

and the State of Alabama (acting by and through the Alabama Department of Transportation),

hereinafter referred to as STATE.

Sec. 1-2

- (a) WHEREAS, Section 134 of Title 23 of the United States Code and Chapter 53 of Title 49 of the United States Code requires that each urbanized area, as a condition of the receipt of Federal capital or operating assistance, have a continuing, cooperative and comprehensive transportation planning process that results in plans and programs that consider all transportation modes and supports metropolitan community development and social goals that lead to the development and operation of an integrated, intermodal transportation system that facilitates the efficient, economic movement of people and goods; and
- (b) WHEREAS, the Federal Transit Administration and Federal Highway Administration have issued on December 4, 2015, new regulations concerning the metropolitan transportation planning process.

Sec. 1-3

NOW, THEREFORE, it is hereby agreed as follows:

- (a) The parties to this Agreement resolve to support a continuing, cooperative and comprehensive transportation planning process for the Eastern Shore Urbanized Area, hereinafter referred to as the "3C PROCESS;" and

- (b) FURTHERMORE, it is understood by the parties to this Agreement that an unwillingness to participate in the "3C PROCESS" may result in the Secretary of Transportation refusing to approve Federal Aid funds for surface transportation within the Eastern Shore Urbanized Area.
- (c) IT IS agreed and further understood by the parties of this Agreement that by execution of this Agreement upon and on behalf of the STATE, the Governor designates the following as the Metropolitan Planning Organization (MPO) for the Eastern Shore Urbanized Area:
- (1) The Mayor of each of the municipalities within the transportation planning study area. These municipalities are the following:
 - Mayor, City of Daphne
 - Mayor, City of Fairhope
 - Mayor, City of Spanish Fort;
 - (2) One elected official of the City of Daphne City Council, to be selected by the Mayor (or his designee);
 - (3) One elected official of the City of Fairhope City Council, to be selected by the Mayor (or his designee);
 - (4) One elected official of the Town of Loxley Town Council, to be selected by the Mayor (or his designee);
 - (5) Two Commissioners of the County Commission of the county within the transportation planning study area. The county is:
 - County of Baldwin, District 2
 - County of Baldwin, District 3;
 - (6) Southwest Region Engineer, State of Alabama Department of Transportation;

- (7) Transportation Planning Engineer, State of Alabama Department of Transportation (non-voting); and
- (8) Division Administrator, Federal Highway Administration (non-voting).
- (d) IT IS agreed that any change in the voting membership of the MPO will be at the request of the MPO and with written approval of the Director of the Alabama Department of Transportation. Written approval of the Director of the Alabama Department of Transportation constitutes designation of MPO membership by the Governor of Alabama as required under Federal regulations when this Agreement is signed by the Governor. The MPO may add non-voting members to the MPO, as it deems appropriate.
- (e) IT IS agreed that overall direction of the "3C PROCESS" will be a function of the MPO as identified herein.

Sec. 1-4

- (a) The responsibilities of the MPO will be as follows:
 - (1) Organize and elect a Chairman, Vice-Chairman and establish its rules of procedure and by-laws.
 - (2) Appoint members to the Transportation Technical and Citizens Advisory Committees.
 - (3) Take official action on Transportation Technical and Citizens Advisory Committees' recommendations and other matters pertaining to furthering the planning process.
 - (4) Set the transportation study area and Federal Aid urban area boundaries.
 - (5) Adopt transportation goals and objectives to guide the Eastern Shore Urbanized Area metropolitan planning process.
 - (6) Annually endorse the Unified Planning Work Program (UPWP) which

documents the transportation-related planning activities to be performed with planning assistance provided under FTA and FHWA Planning funds from Fixing America's Surface Transportation (FAST) Act and other funding sources.

- (7) Review and endorse the Transportation Plan to confirm its validity and its consistency with current transportation and land use conditions as required by the State and Federal regulations.
 - (8) Adopt a Transportation Improvement Program (TIP) that is updated as required by the State and Federal regulations.
 - (9) Adopt and submit plans and recommendations to participating agencies and local governments.
- (b) IT IS further agreed that a representative of the Transportation Technical Advisory Committee, to be appointed by the MPO, will have the following responsibilities:
- (1) Make recommendations to the MPO regarding the documents and materials necessary for the MPO endorsements; and
 - (2) Make recommendations to the MPO regarding the elements of the metropolitan planning process necessary to meet the requirement for certification.
- (c) IT IS further agreed that a representative of the Transportation Citizens Advisory Committee, to be appointed by the MPO, will have the following responsibilities:
- (1) Make recommendations to the MPO regarding the documents and materials necessary for the MPO endorsements; and
 - (2) Make recommendations to the MPO regarding the elements of the metropolitan planning process necessary to meet the requirements for certification.

Sec. 1-5

- (a) IT IS further agreed that the Baldwin County Commission accepts and has the responsibility for the coordination of the "3C PROCESS" and further has the

responsibility to provide the local coordination for all of the member governmental units and agencies as needed to achieve a comprehensive metropolitan planning program.

- (b) IT IS further agreed that the Baldwin County Commission accepts the designation as the recipient of metropolitan planning funds as provided in 23 U.S.C. 104(f) and 49 U.S.C. Chapter 53.
- (c) IT IS further agreed that the Baldwin County Commission will have the following duties and responsibilities:
 - (1) Administration of the study process by the execution of necessary contracts and the provision of financial support necessary for the implementation of the UPWP;
 - (2) Arrange meetings, set agenda and serve as Secretary for the MPO, Transportation Citizens Advisory Committee, and Transportation Technical Advisory Committee;
 - (3) Coordinate the development of the documents and material necessary for the MPO endorsements;
 - (4) Conduct the elements of the metropolitan planning process necessary to meet the requirements for certification; and
 - (5) Coordinate the implementation of the planning tasks outlined in the UPWP.

Sec. 1-6

- (a) IT IS further agreed that the STATE will have the following responsibilities:
 - (1) Dissemination of information and provision of planning assistance regarding metropolitan planning guidelines; and

- (2) Modeling assistance and necessary technical assistance related to the metropolitan planning guidelines.

Sec. 1-7

- (a) IT IS recognized by the parties to this Agreement that the Baldwin County Commission will perform the functions required by the Office of Management and Budget 2, CFR Chapter I, Chapter II, Part 200, et al. (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award).
- (b) IT IS envisioned that the membership of the MPO, as set by this Agreement will work with local planning agencies to ensure coordination of the planning process.
- (c) IT IS agreed that the base data, statistics, and projections developed by the CITIES, TOWN, and COUNTY for comprehensive planning will be available to the MPO planning staff for determining socio-economic and land use data within the Eastern Shore metropolitan study area.

Sec. 1-8

- (a) IT IS agreed that the Agreement executed between the County of Baldwin, the municipalities of Daphne, Fairhope, Spanish Fort, and Loxley, and the State of Alabama acting by and through the Alabama Department of Transportation Planning concerning a planning process for the Eastern Shore Urbanized Area, entered into on October 29, 2012, is hereby terminated and made null and void.
- (b) IT IS agreed that this Agreement may be terminated by any party which provides the remaining parties written notice sixty (60) days in advance of the termination date. Such notice will be provided by registered mail, and the termination date will be determined as that date sixty (60) days from date of delivery.
- (c) IT IS further agreed that this Agreement will remain in full force and effect upon succeeding State Administrations providing a succeeding State Administration does not

advise the COUNTY, CITIES, and TOWN by letter within thirty (30) days after assuming office that this Agreement has been discontinued.

- (d) Nothing shall be construed under the terms of this Agreement by the COUNTY, CITIES, TOWN or the STATE that will cause any conflict with Title 23, Section 15 (1) of the Laws of the State of Alabama (7/24th Law).
- (e) The Baldwin COUNTY Commission shall be responsible at all times for all of the planning work performed under this Agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement; (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement; or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

- (f) Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITIES and TOWN shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, their officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorney's fees arising out of, connected with,

resulting from or related to the work performed by the respective CITIES or TOWN, or their officers, employees, contracts, agents or assigns; (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITIES or TOWN, respectively, pursuant to the terms of this Agreement; or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorney's fees, caused by the negligent, careless or unskillful acts of the CITIES or TOWN, respectively, their agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITIES or TOWN, respectively, their agents, servants, representatives or employees, or anyone for whose acts the CITIES or TOWN respectively, may be liable.

- (g) In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.
- (h) By entering into this Agreement, the COUNTY, CITIES, and TOWN are not agents of the STATE, its officers, employees, agents or assigns or each other. The COUNTY, CITIES, and TOWN are independent entities from the STATE and each other and nothing in this Agreement creates an agency relationship between any of the parties.
- (i) By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

- (j) Notwithstanding any provision of this Agreement to the contrary, the parties will ensure that all accident and traffic data used for safety enhancement are kept confidential under 23 U.S.C. § 409 and not disclosed to third parties without the express written permission of the Alabama Department of Transportation. The data shall not be referenced, disclosed, discussed or otherwise made public. The provision of this data shall not be considered as a waiver of the provision of 23 U.S.C. § 409. Upon execution of this Agreement, the parties and their agents, servants, officers, officials and employees in both their official and individual capacities, agree that the data provided pursuant to the above-referenced request shall not be discussed, disclosed, used, published or released without prior written consent of the Alabama Department of Transportation. Furthermore, if the data should be released or published without the consent of the Alabama Department of Transportation or should an attempt be made to use the data in an action for damages against the parties, their officials or employees, then access to the data shall terminate immediately. The Alabama Department of Transportation expressly reserves its rights under 23 U.S.C. § 409 to object to the use of the data and any opinions drawn from the data and to recover damages caused by the improper and unauthorized release of the data.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by those persons duly authorized to execute same, to be effective upon its execution by the Governor of Alabama.

ATTEST:

COUNTY OF BALDWIN

County Administrator/Budget Director

Chairman

ATTEST:

CITY OF DAPHNE

City Clerk

Mayor

ATTEST:

CITY OF FAIRHOPE

City Clerk

Mayor

ATTEST:

CITY OF SPANISH FORT

City Clerk

Mayor

ATTEST:

TOWN OF LOXLEY

Town Clerk

Mayor

ATTEST:

SOUTHWEST REGION ENGINEER

Secretary

Southwest Region Engineer

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED
AND APPROVED AS TO FORM AND CONTENT:

BY: _____
Chief Counsel, William F. Patty

RECOMMENDED FOR APPROVAL:

Acting Bureau Chief, Modal Programs,
Randy R. Stroup

Chief Engineer, Don T. Arkle, P. E.

STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION

Transportation Director, John R. Cooper

The foregoing Agreement is hereby executed in the name of the State of Alabama and signed
by the Governor on this _____ day of _____, 20 _____.

GOVERNOR OF ALABAMA, KAY IVEY

**CITY OF DAPHNE, ALABAMA
RESOLUTION 2017-51**

**GIFT AGREEMENTS FOR THE CONSTRUCTION OF “THE PORCH”
DAPHNE PUBLIC LIBRARY: FROM DAPHNE LIBRARY FOUNDATION
AND FRIENDS OF THE DAPHNE PUBLIC LIBRARY**

WHEREAS, the Mayor and the City Council of the City of Daphne recognize the importance of the Daphne Library Foundation and the Friends of the Daphne Public Library and the services they provide for the Daphne Public Library; and

WHEREAS, from time to time, the Daphne Library Foundation and the Friends of the Daphne Public Library make donations for projects for the Daphne Public Library; and

WHEREAS, The Daphne Library Foundation have agreed to donate \$75,000 and the Friends of the Daphne Public Library have agreed to donate \$65,000; and

WHEREAS, the City of Daphne recognizes the benefit of such cooperation; and

WHEREAS, the City of Daphne wishes to continue to cooperate with the Daphne Library Foundation and the Friends of the Daphne Public Library in the construction of The Porch addition to the Daphne Public Library building.

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

1. The City of Daphne accepts and the Mayor is hereby authorized to enter into an agreement with the Daphne Library Foundation for a donation in the amount of \$75,000; and
2. The City of Daphne accepts and the Mayor is hereby authorized to enter into an agreement with the Friends of the Daphne Public Library for a donation in the amount of \$65,000.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS _____ day of _____, 2017

Dane Haygood, Mayor

ATTEST:

Candace G. Antinarella, City Clerk

**DAPHNE PUBLIC LIBRARY PORCH PROJECT GIFT AGREEMENT:
DAPHNE LIBRARY FOUNDATION**

This Gift Agreement (“Agreement”) is made and entered into by and between **DAPHNE LIBRARY FOUNDATION**, a non-profit corporation organized under the laws of the State of Alabama (“Donor”), and the CITY OF DAPHNE, an Alabama Municipal Corporation (“City”). Based upon the Recitals below, and in consideration of the mutual promises and benefits hereunder, the parties hereto hereby agree as follows:

RECITALS

WHEREAS, Donor wishes to make a charitable gift to the City for the use and benefit of the City as set forth in this Agreement; and

WHEREAS, the City desires to accept such gift, subject to the terms and conditions set forth in this Agreement.

AGREEMENT

1. **Gift.** Donor hereby pledges to the City for the use and benefit of the City the following gift: SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00) (“Gift”). The amount of this Gift may be increased by Donor at Donor’s discretion if additional funds are necessary to complete the project.
2. **Payment of the Gift.** The Gift is an irrevocable pledge that will be paid in full to the City no more than ten (10) days prior to the beginning of construction of the Daphne Library Porch Project.
3. **Use of the Gift.** The Gift shall be used to fund the Daphne Public Library Porch Project.
4. **Assignment.** This Agreement and the rights and benefits hereunder may not be assigned by either party without the prior written consent of the other party, which consent shall be in the sole and absolute discretion of the non-assigning party.
5. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with regard to the matters referred to herein, and supersedes all prior oral and written agreement, if any, of the parties in respect hereto. This Agreement may not be modified or amended except by written agreement executed by both parties hereto. The headlines inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.
6. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Alabama without regard to any conflict of laws rule or principle that might refer the governance or construction of this Agreement to the laws of another jurisdiction. Any legal proceeding brought in connection with disputes relating to or arising out of this Agreement will be filed and heard in Baldwin County,

Alabama, and each party waives any objection that it might raise to such venue and any right it may have to claim that such venue is inconvenient.

7. **City Council Approval.** This Agreement is subject to approval by the Daphne City Council and this Agreement will not be effective unless and until approved by the Council.

DONOR:
DAPHNE LIBRARY FOUNDATION

BY: _____
DEE GAMBILL, President

Date: _____

STATE OF ALABAMA)
)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that DEE GAMBILL, whose name as President of the DAPHNE LIBRARY FOUNDATION, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the ____ day of _____, 2017, that, being informed of the contents of the foregoing instrument, she, as such officer and with full authority, executed the same voluntarily and as the act of said entity.

NOTARY PUBLIC
My Commission Expires: _____

CITY OF DAPHNE

By: _____
DANE HAYGOOD, Mayor

Date: _____

ATTEST:

CANDACE G. ANTINARELLA, City Clerk

**DAPHNE PUBLIC LIBRARY PORCH GIFT AGREEMENT:
FRIENDS OF THE PUBLIC LIBRARY**

This Gift Agreement (“Agreement”) is made and entered into by and between FRIENDS OF THE DAPHNE PUBLIC LIBRARY, INC., a non-profit corporation organized under the laws of the State of Alabama (“Donor”), and the CITY OF DAPHNE, an Alabama Municipal Corporation (“City”). Based upon the Recitals below, and in consideration of the mutual promises and benefits hereunder, the parties hereto hereby agree as follows:

RECITALS

WHEREAS, Donor wishes to make a charitable gift to the City for the use and benefit of the City as set forth in this Agreement; and

WHEREAS, the City desires to accept such gift, subject to the terms and conditions set forth in this Agreement.

AGREEMENT

1. **Gift.** Donor hereby pledges to the City for the use and benefit of the City the following gift: SIXTY-FIVETHOUSANDANDNO/100DOLLARS(\$65,000.00) (“Gift”).
2. **Payment of the Gift.** The Gift is an irrevocable pledge that will be paid in full to the City no more than ten (10) days prior to the beginning of construction of the Daphne Library Porch Project.
3. **Use of the Gift.** The Gift shall be used to fund the Daphne Public Library Porch Project.
4. **Assignment.** This Agreement and the rights and benefits hereunder may not be assigned by either party without the prior written consent of the other party, which consent shall be in the sole and absolute discretion of the non-assigning party.
5. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with regard to the matters referred to herein, and supersedes all prior oral and written agreement, if any, of the parties in respect hereto. This Agreement may not be modified or amended except by written agreement executed by both parties hereto. The headlines inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.
6. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Alabama without regard to any conflict of laws rule or principle that might refer the governance or construction of this Agreement to the laws of another jurisdiction. Any legal proceeding brought in connection with disputes relating to or arising out of this Agreement will be filed and heard in Baldwin County, Alabama, and each party waives any objection that it might raise to such venue and any right it may have to claim that such venue is inconvenient.

7. **City Council Approval.** This Agreement is subject to approval by the Daphne City Council and this Agreement will not be effective unless and until approved by the Council.

DONOR:
FRIENDS OF THE DAPHNE PUBLIC
LIBRARY, INC.

BY: _____
KAREN KYZAR, President

Date: _____

STATE OF ALABAMA)
)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that KAREN KYZAR, whose name as President of FRIENDS OF THE DAPHNE PUBLIC LIBRARY, INC., is signed to the foregoing instrument and who is known to me, acknowledged before me on this the ____ day of _____, 2017, that, being informed of the contents of the foregoing instrument, she, as such officer and with full authority, executed the same voluntarily and as the act of said entity.

NOTARY PUBLIC
My Commission Expires: _____

CITY OF DAPHNE

By: _____
DANE HAYGOOD, Mayor

Date: _____

ATTEST:

CANDACE G. ANTINARELLA, City Clerk

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2017-77**

ADOPTING THE FISCAL YEAR 2018 BUDGET

WHEREAS, the Mayor of the City of Daphne has submitted to the City Council a budget for Fiscal Year 2018 which begins October 1, 2017 and ends September 30, 2018 (the "FY18 Operating Budget"); and

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

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

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

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

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

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that the FY18 Budget in which the general fund revenues exceed appropriations in the amount of \$87,318 (*All Funds* - \$<124,678>) which includes total new Personnel \$390,685 and Capital \$1,554,234 as attached hereto and made a part hereof;

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA this _____ day of _____, 2017.

Dane Haygood, Mayor

ATTEST:

Candace G. Antinarella, City Clerk

CITY OF DAPHNE
ORDINANCE NO. 2017-78

**AN ORDINANCE ESTABLISHING A POLICY
FOR EVENTS HELD WITHIN THE CITY OF DAPHNE**

WHEREAS, the City Council of the City of Daphne has determined that it is in the public interest to provide access to city-maintained roads for the purpose of holding parades, races, and other special events; and,

WHEREAS, to ensure that City resources are properly utilized, and to ensure the safety of participants for these events, the Council desires to provide for an established procedure for the administration of parades, races, and other events requiring City assistance; and,

WHEREAS, Ordinance 2017-35 is repealed in its entirety and replaced with the following:

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

SECTION 1. DEFINITIONS

Unless the context clearly indicates a different meaning, the words, terms and phrases used in this Ordinance shall have the following respective meanings:

"City" shall mean the City of Daphne in the State of Alabama.

"Complete application form" shall mean a properly filled out application and all supporting documents.

"Person" shall mean any person, entity, firm, corporation, partnership, association, administrator, trustee, or other fiduciary.

"Race" shall mean any running event, which may but not necessarily be timed, that requires closure of City roads for the safety of participants.

"Band" shall mean a band, DJ, radio, CD player or any means to produce music outside.

"Special Event" is any event, including but not limited to parades, races, use of bands, cook-offs, or pastry sales, that significantly impacts the use of streets, roads, or other public place in the City.

"Parade" is any formal public procession, march, ceremony, show, exhibition, pageant, or a group of persons or vehicles containing persons moving forward in an orderly,

ceremonious, or solemn procession, or any similar display in or upon any street, park or other public place in the City.

“Permit” is a permit as required by this Ordinance.

“City Council” is the City Council of the City of Daphne.

“Street” is any part of a public right-of-way in the City, including, but not limited to, that part known as a sidewalk.

SECTION 2. APPLICATION PROCESS

1. The City will create an approved Special Events Application Form. The current version of the Special Events Application Form is herein attached as an example but is not the definitive form. The form may be altered periodically by the City Council or its designee. This Form will be the only manner in which a request for City approval of all special events, including but not limited to parades, races, use of bands, and fundraising sales, will be entertained.

2. If a permit is issued, said permit will exempt the Special Event from Ordinance 2012-35, commonly known as the Noise Ordinance.

3. Application forms will be available upon request from the City Clerk’s office or online at www.daphneal.com.

4. No person shall engage in, participate in, aid, form or start any Special Event, unless a permit shall have been obtained from the City Council.

5. This Ordinance shall not apply to:

- a. Funeral processions;
- b. Students going to and from school classes or participating in educational activities, provided such conduct is under the immediate direction and supervision of the proper school authorities;
- c. Any governmental agency acting within the scope of its functions;
- d. Lawful picketing on sidewalks near the individuals’ place of work; and
- e. Demonstrations that do not involve the use of vehicles, animals, fireworks, pyrotechnics, or equipment, provided that:
 - i. No fee or donation is required or requested as a condition of participation in or attendance at such demonstration; and
 - ii. The City Clerk is notified at least 48 hours in advance of the commencement of the demonstration.

SECTION 3. APPLICATION SUBMISSION DEADLINES

1. Applicants may not submit a permit for an event earlier than one (1) year before its scheduled date of occurrence.

2. Persons seeking to have their permit approved in a timely manner should complete their application form and submit it to the City Clerk's Office no later than as described below:

- a. For events requesting closure of City streets, or with over 200 expected participants, a completed application form must be submitted no later than sixty (60) days before the event date.
- b. For any other events requesting use of City property, a completed application form must be submitted no later than thirty (30) days before the event date.
- c. All other permits must be submitted no later than fifteen (15) days before the event date.

3. The City Council, where good cause is shown therefore, shall have the authority to consider any application hereunder which is filed less than ten (10) days before the date such event is proposed to be conducted.

SECTION 4. PERMIT APPROVAL PROCESS

The City Council shall issue a permit as provided for hereunder when, from a consideration of the application and from such other information as may otherwise be obtained, they find that:

1. All Special Event permits have been approved by the Fire Chief and Police Chief, or their designees.

2. All Special Event permits related to band, parade and race permits, or which may impede the flow of traffic, have been approved by the Public Works Director or his designee.

3. All Special Event permits to include activity at or around any City park or other recreational facility have been approved by the Parks and Recreation Director or his designee.

4. The conduct of the Special Event will not require the diversion of so great a number of police officers of the City to properly police the line of movement and the areas contiguous thereto as to prevent reasonable police protection of the City.

5. The conduct of such Special Event will not require the diversion of so great a number of ambulances as to prevent reasonable ambulance services to portions of the City.

6. The concentration of persons, animals and vehicles at assembly points of the Special Event will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to such assembly areas.

7. The conduct of such Special Event will not interfere with the movement of firefighting equipment in route to a fire.

8. The conduct of the Special Event is not reasonably likely to cause injury to persons or property, to provoke disorderly conduct or create a disturbance.

9. If the Special Event is a parade, it is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays en route. The parade will not substantially interrupt the safe and orderly movement of other traffic continuous to its route

10. The Special Event is not to be held for the sole purpose of advertising any product, goods or event, and is not designed to be held purely for private profit.

11. Absent specific approval by the City Council, no special event or other permitted event may operate between the hours of 11:00 p.m. and 7:00 a.m.

SECTION 5. INSURANCE REQUIRED TO CONDUCT SPECIAL EVENTS

1. The event organizer of a special event must possess or obtain comprehensive general liability insurance from no less than an A-rated company to protect the City against loss from liability imposed by law for damages on account of bodily injury and property damage arising from the event. Such insurance shall name the City, its officers, employees, and agents and, as required, any other public entity involved in the event, as additional insured. Insurance coverage must be maintained for the duration of the event, including pre-event setup and post-event clean-up. Notice of cancellation shall be provided immediately to the City. When applicable, the City may require proof of workers compensation and auto liability insurance.

2. Except as provided in section 5-3, comprehensive general liability insurance coverage required by section 5-1 shall be in a combined aggregate limit of not less than \$1,000,000.00.

3. The insurance required by section 5-1 shall be provided for the benefit of the City and not as a duty, express or implied, to provide insurance protection for spectators or participants. The event organizer's current effective insurance policy, or copy, along with necessary endorsements, shall be filed with the City Clerk at least sixty (60) calendar days before the event, unless the Mayor for good cause modifies the filing requirements.

4. No permit is valid until the applicant shall accept the classification and conditions imposed in accordance with the resolution of Council, as well as the applicant's agreement to hold harmless the City and its officers and employees from any damages to persons or property on claims that arise from the permitted event and by paying the applicable fees and providing adequate insurance.

SECTION 6. HOLD HARMLESS

1. Except for special events where the sale of alcoholic beverages is authorized or for traffic control issues, the insurance requirements of section 5 may be waived by the City Council. In making the determination of whether to waive insurance, the City Council shall consider the following factors:

- a. Whether the special event is expressive activity protected by the First Amendment;

- b. Whether the applicant or an officer of the sponsoring organization of a nonathletic event has filed a verified statement that he or she believes the event's purpose is First Amendment expression;
- c. Whether the applicant or officer of the sponsoring organization has determined that the cost of obtaining insurance is financially burdensome and would constitute an unreasonable burden on the right of First Amendment expression;
- d. Whether the event will involve the use of equipment (other than sound equipment), vehicles, animals, fireworks, or pyrotechnics; and
- e. Whether a fee or donation is charged or required as a condition of admission or participation in the event.

2. The statement required by subsection 6-1(c) shall include the name and address of one insurance broker or other source for insurance coverage contacted to determine premium rates for coverage.

3. Even if insurance is waived, no permit may be issued without the organizer of a special event agreeing to defend, indemnify, and hold harmless the City from any claim or liability arising from the event.

SECTION 7. DESIGNATED ROUTES AND TIMES FOR SPECIAL EVENTS

1. In addition to completing an application form as noted in Section 3 above, applicants requesting the closure of City streets will be required to specify a route for their event. Applicants for race events are limited to selecting from the three (3) provided pre-approved, certified routes which shall be published on the City's website. Applicants requesting street closure for events other than races may either select from the pre-approved race routes or request a custom route subject to approval by the Fire Chief, Police Chief, and Public Works Director.

2. Unless otherwise approved by the City Council, races may only be held on Saturdays, with set up beginning no earlier than 7 a.m. and ending no later than noon. Roads must be cleared by 10 a.m.

3. Mardi Gras events must be held in accordance with the provisions of Ordinances 2003-17 and 2005-03.

4. The number of races requiring street closures within one calendar year shall be limited to eight (8). The number of events other than races requiring street closures within one calendar year shall be limited to three (3). The following events requiring street closure shall not be subject to the annual limitations of this subsection: events associated with national holidays, weekday runs or walks associated with the normal operation of public and private schools, Mardi Gras parades, the annual Jubilee Festival of Arts, and any parade organized by a school within the limits of the City of Daphne.

5. The City Council shall act upon the application for a Special Event permit within a reasonable time but no later than thirty (30) days after the filing thereof. If the City Council fails to act within those thirty days, the application is deemed denied. If the City Council disapproves the application, the City Clerk shall mail to the applicant within six (6) days after the

date upon which the Council acted, a notice of the City Council action, stating the reasons for denial of the permit.

SECTION 8. CITY LISTED AS EVENT SPONSOR

1. All events requesting street closures or use of City property shall be required to list the City as an event sponsor on any advertising or merchandise (including but not limited to t-shirts, flyers, signs, and newspaper advertisements). Listing may include use of the City logo if deemed necessary by the City Council or its designee.

2. Permittee shall comply with all permit directions and conditions and will follow all applicable laws and ordinances.

3. The parade chairman or other person leading such activity shall carry the Special Event permit upon his person for the duration of the Special Event.

SECTION 9. PUBLIC CONDUCT DURING SPECIAL EVENT

1. No person shall unreasonably hamper, obstruct, impede, or interfere with any Special Event or Special Event assembly or with any person, vehicle or animal participant or used in a Special Event. The permit language may put reasonable restrictions as to the conduct of the Special Event including but not limited to location and timing.

2. No driver of a motor vehicle, street car, golf cart, rickshaw, or trackless trolley shall drive between the vehicles or persons comprising a parade when such vehicles or persons are in motion and are conspicuously designated as a parade.

3. The City Council shall have the authority to prohibit or restrict the parking of motor vehicles and other modes of transportation along the highway or part thereof constituting a part of the Special Event. The City Council may cause the Police Chief to post signs to such affect and it shall be unlawful for any person to park or leave unattended any vehicle in violation thereof.

SECTION 10. PENALTIES

Any person or persons or association of persons, violating any of the provisions of the foregoing sections, shall be guilty of a misdemeanor and on conviction shall be punished by a fine of not less than \$25 nor more than the maximum allowed by law and may also be sentenced to imprisonment or hard labor for not exceeding six (6) months.

SECTION 11. RIGHT TO CANCEL/REVOCATION OF PERMIT

1. The City of Daphne reserves the right to cancel or postpone events for any reason deemed necessary by the City Council.

2. The City Council shall have the authority to revoke a parade permit issued hereunder upon failure of the applicants or participants to comply with the standards for issuance and the provisions herein set forth and such authority may be delegated to the officer or such other person designated by the City Council to supervise said parade.

SECTION 12. FEES

1. There are no fees for special events but donations to the City to offset costs may be accepted.

2. Refunds for donations associated with an Special Event permit are authorized only if written notice of cancellation is given to the City Clerk's office no later than 3:00 p.m. on the day before the event is scheduled to occur.

SECTION 13. APPROVED PERMITS

Within six (6) business days of approval, the applicant will be notified and a copy of the permit shall be supplied to them. All approved permits shall additionally be submitted to any appropriate City departments for adequate notification.

SECTION 14. 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 15. EFFECTIVE DATE

This Ordinance shall take effect and be in force commencing January 1, 2018, and following publication as required by law.

ADOPTED AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA ON THIS THE ____ DAY OF _____, 2017.

CITY OF DAPHNE

**DANE HAYGOOD
MAYOR**

ATTEST:

**CANDACE ANTINARELLA
CITY CLERK**

**CITY OF DAPHNE
ORDINANCE NO. 2017-79**

**ORDINANCE FOR COMMERCIAL SOLID WASTE
COLLECTION SERVICES AND FRANCHISES**

WHEREAS, the City Council of the City of Daphne, Alabama desires to protect, preserve, and promote the health, welfare, and safety of the citizens of Daphne by providing for an adequate commercial solid waste collection service; and

WHEREAS, the City Council of the City of Daphne, Alabama desires to provide sufficient funding to meet the cost of maintaining and operating such services by ensuring the structural integrity of public streets and that the same are maintained in a state of good repair free from unnecessary encumbrances; and

WHEREAS, the City Council of the City of Daphne, Alabama finds that it is in the best interests of the citizens of Daphne to grant non-exclusive franchises for commercial solid waste collection services within the City of Daphne, subject to the terms and conditions of franchise agreements and this Ordinance; and

WHEREAS, the City Council of the City of Daphne, Alabama, possessing authority to issue franchises, desires to establish the rules and regulations related to commercial solid waste collection services and franchises, to provide applicable definitions, to define prohibited acts, to provide penalties for the violation hereof, and to enact reasonable regulations in furtherance thereof.

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

**SECTION I.
DEFINITIONS**

For the purpose of this Ordinance the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context the words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the future, words in the plural number include the singular number and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directive, and the word “may” is permissive.

Biological waste means solid waste that causes or has the capability of causing disease or infection and includes, but is not limited to, biomedical waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals.

Bulk refuse means (1) trash generated by lot or land clearing or major land cleanup operations; (2) refuse and debris resulting from construction, renovation, or repair work to buildings or other structures; and (3) an appliance or item of furniture discarded on nonresidential property or on the premises of a rental cottage or apartment complex or an

appliance or item of furniture weighing more than three hundred (300) pounds discarded on any property.

City means the City of Daphne. Depending on the context, the City means either (1) the City government, acting through its officers, agents and employees, or (2) the geographical area contained within the jurisdictional limits of the City.

Code means the City of Daphne Code of Ordinances.

Code enforcement officer means the code enforcement officer of the City of Daphne or a duly authorized representative of the city appointed by the mayor to oversee enforcement of the terms of this division.

Commercial establishments means all places within the City not classified as residential which produce or accumulate trash.

Commercial solid waste means all garbage, trash, junk, and rubbish that is collected for disposal and includes but is not limited to metal, scrap metal, white goods (e.g., stoves, refrigerators, washers, dryers, sinks), and all non-recyclable waste streams generated by commercial establishments in the City. However, notwithstanding anything else contained herein, commercial solid waste does not include: hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, bio-hazardous, toxic, or any other waste that is classified as hazardous by applicable law.

Commercial solid waste collection service means collecting, transporting, receiving, storing, or separating any type of commercial solid waste within the City.

Construction and demolition debris means discarded materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt material, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project, or from the renovation of a structure, and includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project; including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris.

Franchise means the City's grant of authority for a person or entity to engage in the business of providing commercial solid waste collection services in the City, as evidenced by a franchise agreement between such person or entity (i.e., the franchisee) and the City.

Franchise agreement means a "franchise agreement for commercial solid waste collection services" between the City and a franchisee.

Franchisee means a person or entity authorized by the Mayor to provide commercial solid waste collection services within the City, subject to the requirements of this Ordinance and a franchise agreement.

Garbage means putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food, including wastes from markets, storage facilities, handling and sale of produce and other food products, and excepting such materials that may be serviced by garbage grinders and handled as household sewage.

Gross revenues means all revenues the franchisee is entitled to collect from the franchisee's customers for providing commercial solid waste collection services in the City. Gross revenues are equal to the franchisee's billings for commercial solid waste collection services, with no deductions, except for bad debts written off in accordance with generally accepted accounting principles. "Gross revenues" do not include the franchisee's sales tax collections, Fuel Recovery Fees or Environmental Recovery Fees.

Industrial solid waste means solid waste generated by manufacturing or industrial processes that is not a hazardous waste. Such waste may include but is not limited to, waste from the following manufacturing processes: electric power generation; fertilizer/agricultural chemicals; food and related products or byproducts; inorganic chemicals; iron and steel manufacturing; leather and leather products; non-ferrous metal manufacturing or foundries; organic chemicals; plastic and manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.

Junk means any vehicle or vehicle parts, rubber tires, automotive batteries, paint or paint containers, oil, gasoline, items containing hazardous or flammable material, chemicals, asphalt, cement or concrete, machinery, equipment, building or construction material, or other items which are either in a wholly or partially rusted, wrecked, junked, dismantled, or inoperative condition.

Mayor shall mean the Mayor of the City of Daphne or the Mayor's designee.

Person means any and all persons, natural or artificial, including any individual, firm, or association; any public or private corporation organized or existing under the laws of this state or any other state; any county of this state; and any governmental agency of this state or the federal government.

Prohibited materials means those materials, items, or matter which are not permitted under the Code to be placed into containers, or placed out for collection, or brought to any City solid waste management facility (except with the prior approval of the Public Works Director), including, but not limited to: hazardous and biomedical wastes; asbestos; liquid paint; sludge; vehicular batteries; explosives; ammunition; pressurized gas cylinders that are five (5) gallons or greater; welding cylinders; ignitable and flammable wastes; cesspool wastes; human remains; PCBs; radioactive materials; closed cartridge filters from dry-cleaning establishments; ashes; foundry sand; motor vehicles, including major parts such as transmissions, rear ends, springs, and fenders; large machinery and equipment; motor oil; materials exceeding the size, weight, and quantity limitations established by the Public Works Director; and any other waste that poses a threat to the health, safety, or welfare of the vehicles, equipment, or personnel of the City or its contractors.

The following prohibited materials are further defined as follows:

- 1) *Biomedical waste* means any solid waste or liquid waste which may present a threat of infection to humans. The term includes, but is not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste which contain human disease

causing agents; used disposable sharps; human blood, human blood products and body fluids; and other materials which in the opinion of the Alabama Department of Public Health represent a significant risk of infection to persons outside the generating facility.

- 2) *Hazardous waste* means solid waste, or a combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. The term does not include human remains that are disposed of by persons licensed under Alabama law. These materials include, but are not limited to, volatile, chemical, biological, explosive, flammable, radioactive, and toxic materials.
- 3) *Sludge* includes the accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids or solids pumped from septic tanks, grease traps, privies, portable toilets, or similar waste disposal appurtenances. Sludge may be a solid, liquid, or semi-solid waste, but does not include the treated effluent from a wastewater treatment plant facility.

Public Works Department means the department responsible for all matters relating to the collection, transportation, recycling, reclamation, conversion, and disposal of solid waste in the City.

Public Works Director means the Director of the Public Works Department and/or his or her duly authorized designee, who shall be responsible for the management of the affairs of the department, and for the administration and enforcement of the provisions set forth in this Ordinance.

Revenue Department means the department responsible for all matters relating to the collection of revenues, taxes, fees, and other debts due the City.

Revenue Officer means the Officer of the Revenue Department and/or his or her duly authorized designee, who shall be responsible for all matters relating to the collection of revenues, taxes, fees, and other debts due to the City.

Recovered materials means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted or source separated or have been removed from the solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but not does not include materials destined for any use that constitutes disposal. Recovered materials as defined herein are not solid waste.

Recycling means any process by which solid waste or materials that would otherwise become solid waste are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

Rubbish means an accumulation of discarded clothing, appliances, furniture, bicycles, lawn mowers, barbecue grills and similar discarded personal and household items, excluding junk as herein defined and excluding recyclable materials.

Solid waste management facility means any solid waste disposal area, volume reduction plant, transfer station, materials recovery facility, or other facility, the purpose of which is resource recovery or the disposal, recycling, processing, or storage of solid waste.

Trash means rubbish, shrubbery, trimmings, sidewalk sweepings, leaves, pine straw, grass, weeds, hedge trimmings, small tree trimmings (limbs less than five (5) feet in length and eight (8) inches in diameter), firewood or other refuse originating in yards, on sidewalks, or neutral grounds adjacent to the business of the person receiving trash service, excluding the following: junk as herein defined, recyclable materials, trees that have been cut down by contractors or by individuals who have been paid to remove or cut trees.

SECTION II. AUTHORITY

- (a) The provisions of this Ordinance shall be administered and enforced by the Public Works Director (and Revenue Officer where applicable) and in accordance with the Code of the City of Daphne.
- (b) Pursuant to the Code of the City of Daphne, City Code Enforcement Officers shall have full authority to enforce this Ordinance.

SECTION III. APPLICABILITY, REQUIREMENT FOR FRANCHISE, TERM OF FRANCHISE

- (a) This Ordinance shall apply to any person or entity engaged in the business of providing commercial solid waste collection services in the City on or after the effective date of this Ordinance.
- (b) This Ordinance applies to the collection of commercial solid waste. This Ordinance does not apply if a person or entity only collects biomedical waste, biological waste, hazardous waste, industrial solid waste, prohibited materials, recovered materials, sludge, or other materials that are not commercial solid waste.
- (c) After January 1, 2018, no person or entity shall engage in the business of providing commercial solid waste collection services in the City unless they have obtained a franchise from the City to provide such services.
- (d) No person or entity shall obtain a franchise from the City until they have completed the following steps:
 - (1) Submitted a complete application to the City Revenue Department for a franchise.
 - (2) Paid an application fee in the amount of twenty dollars (\$20).

- (3) Paid the appropriate occupational license tax.
 - (4) Posted a bond and obtained the insurance required herein.
 - (5) Executed a franchise agreement with the City for commercial solid waste collection services.
 - (6) Obtain approval from the Mayor for a franchise.
- (e) A franchise shall not be granted until the franchise agreement has been duly executed by the applicant and the City.
- (f) Each franchise agreement shall take effect on October 1, unless the applicant requests and the City approves a different effective date. Each franchise agreement that takes effect prior to October 1, 2018, shall expire on October 1, 2018, unless the franchise agreement is terminated sooner, as provided herein. Each franchise agreement that takes effect on or after October 1, 2018, shall expire on September 30th following the date of its issuance, unless the franchise agreement is terminated sooner, as provided herein.

SECTION IV. GENERAL PROVISIONS

- (a) It is unlawful for any person or entity to commence or engage in the business of providing commercial solid waste collection service within the City without first obtaining a franchise and entering into a franchise agreement with the City in accordance with this Ordinance.
- (b) No franchise shall be awarded to any person or entity unless the Mayor determines that the applicant is capable of complying with the requirements of this Ordinance.
- (c) Each franchisee shall comply with all federal and state laws, this Ordinance, and all other City of Daphne code provisions, administrative rules, regulations, and orders of regulatory bodies applicable to the commercial solid waste collection services provided by the franchisee. Each franchisee shall obtain and maintain all licenses and permits required by federal, state, and local laws, rules, regulations, and orders of regulatory bodies that are applicable to the franchisee's collection of commercial solid waste in the City.
- (d) A franchisee shall not be relieved of its obligation to comply with all requirements of this ordinance and the franchise agreement by failure of the City to enforce compliance with such requirements.
- (e) The City reserves its right to grant franchises and similar rights to more than one (1) person or entity. The City also reserves its right to provide its services, including but not limited to commercial solid waste collection services, to any person or entity.
- (f) Each franchisee shall handle its customers' containers with reasonable care and return them to the approximate location from which they were collected.

- (g) Each franchisee shall totally enclose or securely cover any solid waste that the franchisee is transporting within the City. Each franchisee shall immediately clean up any solid waste or liquid that the franchisee spills on public or private property in the City.
- (h) A franchisee providing commercial solid waste collection services shall not be deemed to be an agent or employee of the City. A franchisee shall be solely responsible for any losses or damages of any kind arising from its performance or non-performance under its franchise. A franchisee shall indemnify, defend, and hold the City harmless against any and all claims and suits brought against the City resulting from the franchisee's performance or non-performance under the franchise.
- (i) The execution of the franchise agreement and the issuance of a franchise by the Mayor or renewal thereof shall not be construed as creating any vested rights. Each franchise is revocable in accordance with the terms of this Ordinance.
- (j) A franchise may not be assigned or transferred to another person or entity.

**SECTION V.
APPLICATION REQUIREMENTS FOR A FRANCHISE**

- (a) Any person or entity wishing to obtain a franchise to engage in the business of providing commercial solid waste collection services within the City shall submit an application to the City's Revenue Department.
- (b) An application for a franchise shall provide the City with satisfactory evidence demonstrating that:
 - (1) The applicant has the experience, personnel, equipment, and other resources necessary to provide commercial solid waste collection services in compliance with the requirements in this Ordinance.
 - (2) The applicant has the capacity and willingness to comply with all applicable local, state and federal laws.
 - (3) The award of a franchise to the applicant will be in the public interest.
- (c) Applicants for a new franchise and applicants for the renewal of an existing franchise shall provide the information requested by the Public Works Director and any other relevant information. The application and supporting information shall be submitted under oath and on forms supplied by the Revenue Department. At a minimum, the application shall include the following information:
 - (1) The name and mailing address of the applicant, contact information for the applicant's designated representative, the name of the person to be granted the franchise or, if the applicant is a corporation, the names of the corporation's principal officers, the names of the local operating managers who will be responsible for performing collection services for the applicant, together with the business address and telephone number of each manager.

- (2) If the applicant is a corporation, proof that the corporation is in good standing in the State of Alabama and, if the applicant is not an Alabama corporation, proof that the applicant is authorized to do business in the State of Alabama. If the applicant is operating under a fictitious name, the applicant shall be required to submit proof that such fictitious name is registered and held by the applicant.
 - (3) A complete record of all civil penalties and liquidated damages in excess of \$5,000.00 assessed against the applicant by local, state, and federal governmental entities within the last five (5) years involving the collection, transportation, or disposal of solid waste.
 - (4) The types of materials to be collected, transported, or disposed of by the applicant under the franchise.
 - (5) The franchisee's typical hours of commercial solid waste collection.
- (d) Each applicant shall submit the required application fee to the City's Revenue Department. The application fee is due and payable when the application is submitted. The application fee is not refundable, even if the application for a franchise is denied.
 - (e) New applications must be submitted to the City's Revenue Department at least sixty (60) days before the applicant plans to begin providing commercial solid waste collection services. Renewal applications must be submitted to the City's Revenue Department at least thirty (30) days before the applicant's existing franchise expires.

SECTION VI. BASIS FOR AWARD OR FRANCHISE

A franchise for commercial solid waste collection services may only be granted to a person or entity if the Mayor, or his or her designee, concludes that the applicant has satisfied the requirements in this Ordinance.

SECTION VII. DENIAL OF FRANCHISE APPLICATION

- (a) The Mayor may deny an application for a franchise for commercial solid waste collection services if the Mayor, or his or her designee, concludes that the applicant failed to satisfy one or more of the requirements of this Ordinance and the Code.
- (b) The Mayor shall deny an application for a franchise for the following reasons:
 - (1) The applicant has not submitted a complete application with all of the required supporting documents, paid the application fee, paid the occupational license tax, provided an appropriate bond and insurance, and executed a franchise agreement, as required by this Ordinance.
 - (2) The applicant has submitted false or materially misleading statements in the application.
 - (3) The applicant or a partner, director, or officer of the applicant has been convicted of a felony within the past five (5) years, or has been convicted of a

misdemeanor within the past three (3) years, involving the collection, transportation, or disposal of solid waste.

**SECTION VIII.
SUSPENSION OR REVOCATION OF FRANCHISE**

- (a) The Mayor may suspend or revoke a franchise and the corresponding franchise agreement if the Mayor concludes that:
 - (1) The franchise was issued by mistake of law or fact.
 - (2) The franchise was issued based upon a false statement or misrepresentation by the applicant.
 - (3) The franchisee has violated an applicable provision of the City Code, a City regulation, or a federal or state law.
 - (4) A necessary permit, approval, or license of the franchisee has become invalid.
 - (5) The commercial solid waste collection service authorized by the franchise is not being performed by the franchisee.
 - (6) The commercial solid waste collection services and other activities authorized under the franchise are not being performed in accordance with the requirements of this Ordinance, the franchise agreement, or the application for a franchise.
 - (7) Timely and full payment of the franchise fee has not been accomplished by the franchisee in compliance with Section X of this Ordinance.
 - (8) The franchisee or one of its principals has been convicted under a local, state, or federal law for a crime involving the collection, transportation, or management of solid waste.
 - (9) The franchisee failed to provide, pay for, and maintain the required bond and insurance coverage in accordance with the requirements of this Ordinance.
 - (10) The franchisee violated a requirement of this ordinance or the franchise agreement.
 - (11) The franchisee failed to comply with a lawful order of the Public Works Director or the City, given in compliance with the requirements of the Code.
 - (12) The franchisee's actions or inactions demonstrate that the franchisee is not competent or fit to provide commercial solid waste collection services to the public.
- (b) Before the Mayor suspends or revokes a franchise, the Mayor shall provide notice to the franchisee and an opportunity to be heard in the manner set forth in Section IX of this Ordinance.
- (c) A franchise that has been suspended or revoked under this Ordinance shall not be reinstated or reissued unless, at a minimum, the franchisee has complied with all of the requirements of this Ordinance, submitted a complete application, paid the application fee, executed a franchise agreement, and been approved by the Mayor.
- (d) The revocation of a franchise shall automatically terminate the corresponding franchise agreement.

SECTION IX.
RIGHT TO APPEAL THE DENIAL, SUSPENSION,
OR REVOCATION OF A FRANCHISE

- (a) Prior to the denial of an application or the suspension or revocation of a franchise, the applicant or franchisee (as the case may be) shall be given reasonable notice of the Mayor's proposed action and shall be given an opportunity to present evidence to the Mayor explaining why the franchise should not be denied, suspended, or revoked. The Mayor shall fairly consider any evidence presented by the applicant or franchisee before the Mayor issues a final decision. Notice of the Mayor's proposed action, and notice of the Mayor's final decision, shall be served upon the applicant or franchisee by certified mail.
- (b) Should any person be aggrieved by the decision of the Mayor, such person may appeal by filing written notice with the Public Works Department within fifteen (15) days from the date of such decision. The Public Works Department shall send a copy of the appeal and all relevant documentation within fifteen (15) days to the City Clerk to be considered by the City Council at a public hearing.
- (c) The hearing shall be conducted during a regular or specially-called public meeting of the Daphne City Council, following notice of the hearing to the appellant. The hearing shall be informal and strict rules of evidence shall not be applicable, but the minimal requirements of due process shall be observed. The objective of the hearing shall be to determine whether the denial, suspension, or revocation of the franchise complies with the requirements of the City of Daphne's Code. At the hearing, the Public Works Department and the appellant may introduce testimony and other evidence in support of their respective positions. The decision of the City Council shall be final and the appellant shall be deemed to have exhausted all administrative remedies.

SECTION X.
REQUIREMENT TO EXECUTE A FRANCHISE AGREEMENT
WITH THE CITY AND PAYMENT OF FRANCHISE FEES

- (a) Each applicant shall execute a franchise agreement, including all required attachments, in the form that has been approved by the Mayor and furnished to the applicant by the Revenue Department. Upon execution of the franchise agreement by the applicant and the Mayor, the applicant shall comply at all times with all requirements set forth in this Ordinance and the franchise agreement.
- (b) Each franchisee shall submit franchise fees and appropriate documentation to the City Revenue Department in the manner provided herein.
- (c) Each franchisee shall pay franchise fees to the City as compensation for the rights and benefits granted hereunder, including but not limited to, the right to collect commercial solid waste in the City. The franchise fee shall be equal to three percent (3%) of the franchisee's gross revenues from the commercial solid waste collection

services provided by the franchisee within the City.

- (d) Franchise fee payments for commercial solid waste collection service shall be made quarterly on or before the twentieth (20th) day of the month succeeding the end of the quarterly period in which the fee is due. Thus, franchisee fee payments will be due on the first day of the months of April, July, October and January. Each payment shall be accompanied by a statement of the franchisee's gross revenues, which shall be submitted on a form prescribed by the City Revenue Department. The franchise fees shall be paid directly to the City Revenue Department. Statements and payments shall be accepted as timely if postmarked within twenty (20) days after the first day of the month succeeding the end of the quarterly period in which the fee is due; if the twentieth day falls on a Saturday or Sunday, a federal or state holiday, or Mardi Gras Day ("Fat Tuesday"), statements and payments shall be accepted as timely if postmarked on the next succeeding workday. Payments not received by the due date shall be assessed (1) an administrative fee to reimburse the City for the reasonable administrative costs associated with collecting such monies and (2) interest for each day of delinquency at the rate of eighteen percent (18%) per annum or the maximum allowed by law, whichever is less, for each day of delinquency until the total unpaid amount due and owing is paid in full. The administrative fee shall be equal to six percent (6%) of the amount owed by the franchisee to the City or \$15.00, whichever is greater.
- (e) All amounts paid by the franchisee shall be subject to confirmation and re-computation by the City. An acceptance of payment shall not be construed as an accord that the amount paid is the correct amount, nor shall acceptance of payment be construed as a release of any claim the City may have for further or additional sums payable.
- (f) Billing methods that have the effect of reducing or avoiding the payment of franchise fees are prohibited and will be cause for termination of the franchise. Any person who uses false, misleading, or fraudulent billing methods for the purpose of reducing or avoiding the payment of franchise fees may be subject to the penalties provided by this Ordinance and the City of Daphne Code, Section 14-1 ("Adoption of state offenses law").
- (g) Payment of the franchise fee shall not exempt the franchisee from the payment of any other fee, tax, or charge on the business, occupation, property, or income of the franchisee that may be imposed by the City, or any county, state, or federal government agency.
- (h) A franchisee's failure to remit the franchise fees and documentation required by this Ordinance shall be grounds for the suspension or revocation of the franchise.
- (i) The City may seek judicial relief to recover all fees, costs, and interest due and owing by the franchisee. The franchisee shall pay the City's court costs, reasonable attorney fees, accounting and auditing costs, and other collection costs incurred by the City as a result of a franchisee's failure to remit the franchise fees and documentation required by this ordinance and the franchise agreement.

- (j) Franchise fee payments for commercial solid waste collection service shall be utilized for ensuring the structural integrity of public streets and that the same are maintained in a state of good repair free from unnecessary encumbrances.

SECTION XI. BOND REQUIREMENT

Each applicant for a franchise shall provide the City with a bond in the amount of \$20,000.00. The form of the bond shall be subject to the approval of the City Attorney. The bond shall be issued by a surety licensed to do business in the State of Alabama. The bond shall be used to ensure the franchisee's performance under this Ordinance and the franchise agreement. Among other things, the bond shall be used to ensure the franchisee's payment of franchise fees and other sums that are due and owing to the City. The bond also shall be used to indemnify the City from any damages that may be suffered by the City in any manner as a result of the City's award of a franchise to the applicant, including but not limited to damages resulting from the applicant's performance or non-performance of the conditions and requirements of the franchise agreement, the applicant's use of the City's streets, the failure of the applicant to conform with applicable laws, and any negligent, reckless, or intentional wrongful act or omission of the applicant or the applicant's employees, agents, officers, or representatives. The bond shall be kept in full force at all times during the term of the franchise. The bond shall be released by the City if the application is denied or if the franchise agreement expires or is terminated.

SECTION XII. INSURANCE REQUIREMENTS

- (a) Each franchisee shall maintain in effect at all times and shall furnish to the City a certificate evidencing the following types of insurance coverage and specified limits of coverage, issued by an insurance company licensed to do business in the State of Alabama, acceptable to the City and as required and set forth in greater specificity in the franchise agreement.
 - (1) Comprehensive general liability insurance with a limit of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate. This policy must include the following coverages: premises and operations liability, independent contractors, products and completed operations, personal injury, contractual liability, and fire damage.
 - (2) Automotive liability insurance coverage providing a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence. This policy must include the following coverages: bodily injury and property damage including premises and operations.
 - (3) Workers' Compensation insurance shall be provided for all of the franchisee's employees as required under Alabama law.
 - (4) Employers liability insurance providing a single limit of not less than One Million Dollars (\$1,000,000.00), bodily injury be each accident and providing a single limit of not less than One Million Dollars (\$1,000,000.00), bodily injury disease per each employee, and providing a single limit of not less than One Million Dollars (\$1,000,000.00) bodily injury by disease policy limit.

- (b) When an applicant submits an application for a franchise, and when a franchisee submits an application for the renewal of its franchise, the applicant/franchisee shall furnish the City a certificate evidencing this insurance coverage is in effect for the same term as the franchise agreement, and naming the City as an additional insured (except with regard to the workers compensation and employers liability insurances). The franchisee shall notify the City in writing by registered or certified mail thirty (30) days in advance of any cancellation, intent not to renew, or any other changes in the insurance coverage. Upon the cancellation or lapse of any policy of insurance required by this Ordinance or the franchise agreement, the franchisee's license to operate as a franchisee in the City under its franchise agreement shall be immediately revoked unless, before the expiration date of the policy of insurance, another policy of insurance containing all the requirements of the original policy of insurance is obtained and a new certificate is provided to the department.

SECTION XIII. BOOKS, RECORDS, AND REPORTING REQUIREMENTS

- (a) Each franchisee shall prepare, keep, and maintain current, accurate records demonstrating its compliance with the requirements in this Ordinance and the franchise agreement.
- (b) The City shall have the right to inspect and review a franchisee's records concerning its franchise. The City shall provide fifteen (15) days advance written notice of any such inspection. The City also may copy and audit the franchisee's records at the City's expense. The franchisee's records shall be maintained at a location within one hundred (100) miles of the City during the term of the franchise and for at least three (3) years thereafter. The records shall be readily accessible for review by the City.

SECTION XIV. METHODS OF SOLID WASTE COLLECTION

- (a) Each franchisee shall collect commercial solid waste in the manner required by this Ordinance and the franchise agreement. At a minimum each franchisee shall comply with the following requirements:
- (1) Hours of collection. The Director may restrict the hours of collection for any particular location, after providing notice, if the Director concludes that the Franchisee's operations are causing a nuisance.
 - (2) Routes of travel. To the greatest extent practicable, all of the Franchisee's collection vehicles shall travel on major thoroughfares, without using side streets, when collecting and transporting solid waste. The Franchisee shall comply with the applicable provisions of the City's ordinances concerning the use of designated truck routes by regulated trucks.
 - (3) Equipment. All vehicles, equipment, and containers used to provide commercial solid waste collection services shall be maintained at all times in a clean, sanitary, and neat condition and in good repair. All of the franchisee's collection vehicles, equipment, and containers shall bear the franchisee's name and current telephone number in letters that are at least two inches (2") tall.

- (4) Maximum weight of loaded vehicles. The total gross weight of any loaded vehicle used by the franchisee on a City road shall not exceed the maximum gross weight allowed per vehicle under any applicable federal, state, or City law.
- (5) Prohibited materials. A franchisee shall take all reasonable measures to prevent prohibited materials from being collected, transported, or disposed of in a manner that poses a threat to human health, public safety, or the environment. A franchisee shall not collect such materials in the City and shall not deliver them to the City's solid waste management facilities without the City's prior written approval. The franchisee shall promptly notify the City if a Person places prohibited materials out for collection by the franchisee. The requirements and prohibitions in this paragraph apply to cases where the franchisee knew, or reasonably should have known, that the franchisee was collecting, transporting, delivering, or disposing of prohibited materials.
- (6) Produce receipts from approved facilities. The franchisee, upon request of the Department, shall produce receipts or other documents demonstrating that all of the Commercial Solid Waste collected by the franchisee in the City was delivered to permitted Baldwin County Reclamation Center or a landfill or another solid waste management facility that was approved in advance by the Director.
- (7) Disposal at a permitted Baldwin County Reclamation Center or landfill. If the franchisee collects, receives, transports, stores or separates Commercial Solid Waste that was generated within the City, the franchisee shall deliver such waste, even if it is mixed with materials that are not Commercial Waste, to a permitted Baldwin County Reclamation Center or landfill, unless the Franchisee received the Director's advance written authorization to deliver the waste to a different solid waste management facility.

SECTION XV. ENFORCEMENT PROCEDURES AND LEGAL REMEDIES

- (a) It shall be unlawful for any person or entity to engage in the business of collecting, removing, transporting, or disposing of any commercial solid waste, or to provide commercial solid waste collection services in the City without complying with all applicable provisions of this Order.
- (b) It shall be unlawful for any person or entity to violate any of the terms, provisions, or directions of this Ordinance.
- (c) Remedies. The remedies provided in this ordinance are not mutually exclusive. The City may pursue any remedy authorized by law or equity when enforcing the City's rights under this Ordinance. Among other things, the City may take any, all, or any combination of the following actions against a non-compliant person:
 - (1) Enforcement. The Public Works Director may enforce any violation of the provision of this Ordinance against any person pursuant to and in the manner provided in this Ordinance.

- (2) Injunctive and other relief. The Mayor, through the City Attorney, may file a petition in the name of the City in the Circuit Court of Baldwin County or such other courts as may have jurisdiction, seeking the issuance of an injunction, an award of damages, or other appropriate relief to enforce the provisions of this Ordinance.
- (3) Recovery of monies owed or other damages. The Revenue Officer shall invoice the franchisee or any other person who owes money to the City under the requirements of this Ordinance of the franchise agreement. If the invoice is not paid the Revenue Officer shall notify the City Attorney to take such actions as shall be appropriate to obtain reimbursement.

**SECTION XVI.
PENALTIES FOR VIOLATIONS**

Any person or entity violating any provision of this Ordinance shall, upon conviction, be punished by a fine of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00).

**SECTION XVII.
SEVERABILITY**

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 XVIII.
REPEALER**

Any ordinance or part of an ordinance conflicting with the provisions of this Ordinance is hereby repealed insofar as they conflict.

**SECTION XIX.
EFFECTIVE DATE**

This Ordinance shall take effect and be in force commencing January 1, 2018, and following publication as required by law.

**ADOPTED AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE
CITY OF DAPHNE, ALABAMA, ON THIS THE ____ DAY OF _____, 2017.**

ATTEST:

**DANE HAYGOOD
MAYOR**

**CANDACE G. ANTINARELLA
CITY CLERK**

**CITY OF DAPHNE
ORDINANCE 2017-80**

**AN ORDINANCE ADOPTING THE RULES OF PROCEDURE IN ALL
INSTANCES FOR MEETINGS OF THE CITY COUNCIL**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA that the Order Procedure in All Instances for Meetings of the City Council shall be as follows:

SECTION I: GOVERNING RULES

The Rules of Procedure herein contained shall govern the deliberations and meetings of all of the Council of the City of Daphne, Alabama.

- A. Amending the Council Rules of Procedure. The rules of the Council may be amended in the same manner as any other ordinance of general or permanent nature.
- B. Suspension of the Rules of Procedure. The Rules of the Council may be temporarily suspended by unanimous roll call vote of all members present.

SECTION II: COUNCIL MEETING TIME

The regular meetings of the City Council shall be held on the first and third Mondays of each month, which meeting shall convene at 6:30 p.m. at the City Hall Council Chamber. All meetings, regular and special, shall be opened to the public, except when Council meets in executive session as authorized by State law. The regularly scheduled work session will be held on the second Monday of each month at 6:30 p.m. at the City Hall Council Chambers. Any meeting that is scheduled to meet on a Monday that is observed by the City as a holiday shall instead meet on the Tuesday after the holiday at the regularly scheduled time.

SECTION III: SPECIAL CALLED MEETINGS

All special meetings may be held as provided by Section 11-43-50, Code of Alabama (1975) (as amended). Special meetings may be held at the call of the presiding officer by serving notice on each member of the Council not less than twenty-four hours before the time set for such special called meeting. The presiding officer shall call special meetings whenever two (2) Council members or the Mayor request the presiding officer in writing to call a meeting. Upon the failure or refusal of the presiding officer to call a meeting when requested, the two (2) Council members or the Mayor making the request shall have the right to call the meeting. Notice of all special meetings shall be posted on the council approved bulletin board and appropriate customary media notified, and shall be accessible to the public at least twenty-four hours prior to such scheduled meeting.

SECTION IV: QUORUM

A Quorum shall be determined as provided by Section 11-43-40, Code of Alabama (1975) (as amended).

SECTION V: ORDER OF BUSINESS

That the order of business of each council meeting shall be as follows:

1. Call to Order
2. Roll Call/Invocation/Pledge of Allegiance
3. Approval of the Minutes of the Previous Meeting(s)
4. Reports of Standing Committees:
 - Finance Committee
 - Building/Property Committee
 - Code Enforcement/Ordinance Committee
 - Public Safety
 - Public Works/Solid Waste Committee
5. Reports of Special Boards and Commissions
 - Board of Zoning Adjustment
 - Downtown Redevelopment Authority
 - Industrial Development Board
 - Library Board
 - Planning Commission
 - Recreation Board
 - Utility Board
6. Report of Mayor
7. Report of City Attorney
8. Report by Department Heads
9. City Clerk's Report
10. Public Participation
11. Resolution, Ordinances and Other Business
12. Council Comments
13. Adjournment

SECTION VI: SUBMISSION OF COUNCIL MEETING MATERIAL

- A. It is desired that information be supplied to the City Clerk in time to be made part of the council meeting or work session packet. Any item to be placed on council meeting and work session agenda must be turned in to the City Clerk with all background materials by 12:00 p.m. on the Monday before the council meeting or work session (or, if the council meeting or work session is not scheduled for a Monday, by 12:00 p.m. seven (7) days before the council meeting or work session). The Council President retains the authority to add or remove items to the agenda. However, any item may be placed upon the agenda if two council members submit a written request to the City Clerk prior to the above mentioned deadline. The council meeting packet will be sent to the full City Council by 5:00 p.m. Friday before the City council meeting or work session, and posted on the city website Friday before a council meeting or work session.
- B. All motions, resolutions, ordinances or other business required to be in writing shall be prepared and supplied to all Council members by noon one full city work day before the council meeting in which it is to be presented. (E.g., if City offices are not open the Friday before the Monday council meeting, then the writings and documentation shall be supplied to each city council member by placing same in each member's mailbox at City Hall by noon Thursday.)
- C. When a work session is called or scheduled between two council meetings, all motions, resolutions, ordinances or other business required to be in writing shall be presented in substantially the same form as that which is required for presentation at council meeting.
- D. In the event of an emergency sections A. and B., hereinabove, shall not apply. An emergency exists if a failure to act would result in an immediate and irrefutable harm to the City or any of its citizens or otherwise it is physically impossible to comply with notice requirements set forth herein. The presiding officer of the Council at the earliest meeting dealing with said emergency shall have final say over interpretations of this section.

SECTION VII: COMMENTS BY COUNCILMEMBERS

- A. Comments by Councilmembers and Mayor. Any comments or discussion by councilmembers or the Mayor shall be with permission of the presiding officer, and for not more than three (3) minutes. The presiding officer may grant additional comments after all other council members have had the opportunity to speak.
- B. Number of comments by Councilmember on a subject. No member shall speak more than twice on the same subject without permission of the presiding officer. The presiding officer may grant the councilmember additional comments after all other council members have had the opportunity to speak.

SECTION VIII: PUBLIC PARTICIPATION / PRESENTATIONS

- A. Public Participation. At the designated time in the order of business, any member of the public may address the City Council concerning any item appearing on the agenda for the council meeting or work session. Discussion on a subject scheduled for a public hearing shall be limited to that public hearing. No individual who is not a member of the City Council or the Mayor shall be allowed to address the same while in session without permission of the presiding officer and for not more than three (3) minutes, unless approved by the presiding officer.
- B. Presentations to Council. An individual wishing to make a presentation to the council with permission of the Council President or Presiding Officer may be allowed 10 minutes. The individual must provide in writing a synopsis of the topic to be discussed to the City Clerk by the Wednesday before the council meeting at 5:00 p.m.

SECTION IX: MOTIONS

- A. Discuss any Motion. The City Council may have the ability to have a discussion on any motion.
- B. Seconding Motions. Any motion coming from a committee does not require a second.
- C. Reconsider a Motion. Any motion to reconsider must be made by a Councilmember who voted with the majority at the same or next succeeding meeting of the Council.
- D. Recording of "Ayes" and Nays" / Division on any Question. Whenever it shall be required by one or more members, the "ayes" and the "nays" shall be recorded and any member may call for a division on any question.
- E. Order of Motions. Motions to lay any matter on the table shall be first in order, and on all questions, the last amendment, the most distant day, and the largest financial sum shall be first put.

SECTION X: QUESTIONS OF ORDER

All questions of order shall be decided by the presiding officer of the Council with the right of appeal to the full Council.

SECTION XI: PROCEDURE FOR CHAIRMAN TO ADDRESS THE COUNCIL

The presiding officer of the Council may call any members to take the chair to allow him or her to address the Council or make a motion or discuss any other matter at issue.

SECTION XII: EXECUTIVE SESSION

The Council may meet in executive session only for purposes authorized by State law and only after the City Attorney certifies the stated purposes for the executive session are authorized by state law. When a council person makes a motion for executive session for an enumerated purpose, the presiding officer shall put the motion to a roll call vote. The estimated length of the executive session shall be stated prior to the roll call vote. The City Attorney shall then certify that the reason stated to enter into executive session is legal according to the Open Meetings Act. If the majority of the council shall vote in favor of the motion for executive session the body shall move into executive session for discussion of the matter for which executive session was called. No action may be taken in an executive session. When the discussion has been completed, the council shall resume its deliberations in public.

SECTION XIII: MOTION FOR ADJOURNMENT

A motion for adjournment shall always be in order.

SECTION XIV: COMMITTEES / BOARDS

- A. The chair of each respective committee, or the Councilmember acting for him or her, shall submit and make report to the Council when so requested by the presiding officer or any member of the Council.
- B. Each Councilmember shall be a member of the following committees: Public Safety Committee, Public Works Committee, Finance Committee, Code Enforcement/Ordinance Committee and Buildings and Property Committee. Each of these committees shall consist of seven (7) members of the City Council. Should a member leave the office of City Councilperson, they will also forfeit membership of the aforementioned committees. Once said vacancy is filled, the replacement will become a member of each of the aforesaid committees upon taking the office of City Councilperson.
- C. Chairman shall be selected by members of committee or board.
- D. No Councilmember shall serve as chair of more than one (1) committee or board as referenced in subsection "B" of this Section.
- E. Council President shall not chair a committee or board.
- F. Committee or board meeting agenda shall be set by the committee chairman.
- G. The Mayor may add any item to any committee or board agenda with notification to the chairman.
- H. The Mayor shall not delete any agenda item, other than an agenda item previously added by the Mayor, without approval from the committee or board chairman.

SECTION XV: ORDINANCES THAT REQUIRE EXPENDITURE OF MONEY

All ordinances, resolutions or propositions submitted to Council which require the expenditure of money will lie over until the next Council meeting; provided that such ordinance, resolution or propositions may be considered earlier by unanimous consent of the Council members present at such meeting by roll call vote and provided further that this rule shall not apply to the current expenses of, or contracts previously made with, or regular salaries of officers, or wages of employees of the City.

SECTION XVI: ATTENDANCE REQUIREMENT

The City Clerk, Treasurer, City Attorney, Chief of Police, Fire Chief, Finance Director, Public Works Director, Human Resources Director, Building Departments Director, Community Development Director, Parks and Recreation Director, Library Director, Civic Center Director and such other department heads or their designated employee shall attend all meetings of the City Council, and shall remain at the council meeting after Department Heads Report when they have items pertaining to their department on the agenda. Department Heads shall attend Council work sessions when items on the agenda pertain to their department.

SECTION XVII: ROBERTS RULES OF ORDER

That Roberts Rules of Order 11th edition be and is hereby adopted as the rules of procedure for this Council in those situations which cannot be resolved by the rules set forth in this Ordinance.

SECTION XVIII: PUBLIC HEARINGS

The City Council will set all public hearings by a majority vote. At all public hearings after the initial presentation all questions and comments are limited to three (3) minutes per speaker.

SECTION XIX: REPEALER

That Ordinance 2016-66 be and is hereby repealed in its entirety and that other ordinance(s), parts of ordinance(s) or resolutions(s) conflicting with the provisions of this Ordinance are hereby repealed insofar as they conflict.

SECTION XX: SEVERABILITY

That the provisions of this Ordinance are severable. If any provision, section, paragraph, sentence are part thereof shall be held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not effect or impair the remainder of this Ordinance, it being the legislative intent to ordain and act each provision section, paragraph, sentence, and part thereof separately and independently of each other.

SECTION XXI:

This Ordinance shall take effect and be enforced from and after approval by the City Council of the City of Daphne upon publication required by law.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA on this the ____ day of _____, 2017.

**CITY OF DAPHNE,
AN ALABAMA MUNICIPAL CORPORATION**

**DANE HAYGOOD,
MAYOR**

ATTEST:

CANDACE G. ANTINARELLA, CITY CLERK

CITY OF DAPHNE
ORDINANCE NO. 2017-81

AN ORDINANCE ESTABLISHING A POLICY FOR COMMUNITY GRANTS

WHEREAS, the City Council of the City of Daphne has determined that it is in the public interest to provide limited financial assistance to community groups and organizations within the community to assist with activities or special events that advances a public purpose. This support is in recognition of the value of these activities to the benefit, growth and spirit of the public community and in helping the municipality retain a strong community focus;

WHEREAS, the Council sees a need for a uniform policy for community grants to limit financial contributions on an annual basis and to provide for a process or procedure for the request and administration of community grants; and

WHEREAS, the Council has determined that the City's policy for community grants is in need of clarification with regards to certain classifications of funding requests.

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

SECTION 1. DEFINITIONS

Unless the context clearly indicates a different meaning, the words, terms and phrases used in this Ordinance shall have the following respective meanings:

“City” shall mean the City of Daphne in the State of Alabama.

“Competitive teams” shall mean any group of individuals working together in a competitive activity which includes but is not limited to sports, cheerleading, dancing, music, debate, chess, scholastic trivia, robotics, and other competitive group activities.

“Complete application form” shall mean a properly filled out application and all supporting documents.

“Person” shall mean any person, entity, firm, corporation, partnership, association, administrator, trustee, or other fiduciary.

“Public purpose” shall mean the objective of the promotion of public health, safety, morals, security, prosperity, contentment, and the general welfare of the community.

SECTION 2. COMMUNITY GRANT PROGRAM

The City of Daphne hereby adopts a Community Grant Program (hereinafter “CGP”). This Ordinance does not specially commit the City to any particular contribution of funds. As part of the annual budgeting process the City Council will determine the financial commitment to the Community Grant Program.

SECTION 3. APPLICABILITY

Outside entities which provide public benefit, but not direct financial benefit, to the City of Daphne may only be funded by the City of Daphne in accordance with the CGP established herein. The CGP shall not apply to contributions and requests for contributions for memberships, dues, or contributions to entities whose efforts provide direct revenue to the City of Daphne. The City Council and Mayor shall jointly decide which entities must enter the CGP and which entities qualify under the aforementioned membership/dues/contributions exception to the CGP. Only upon extraordinary circumstances shown, the City Council may consider an exception to the terms and conditions of this ordinance. This exception may be granted by no less than five members of the City Council voting to approve such an exception.

SECTION 4. FUNDING CATEGORIES

The City has determined that there are classifications of activities that serve a Public Purpose and that benefit the citizens of the City of Daphne. These classifications include but are not limited to education, arts, culture, community beautification, environmental awareness, community heritage, supporting youth and seniors, tourism and economic development.

SECTION 5. FUNDING LIMITATIONS

(a) The CGP has an annual maximum budget of one half of one percent (0.5%) of Budgeted Revenues for the General Fund. Annual contributions shall be limited to a maximum of five thousand dollars (\$5,000) per entity (hereinafter “Grant Cap”).

(b) Due to the high number of funding requests from youth competitive teams, requests for contributions to competitive teams shall be treated as follows:

i. For competitive teams associated with a public school located in the City of Daphne, CGP contributions shall only be considered for such competitive teams who will travel away from Daphne to participate in a statewide, multi-state regional, national, or international competition..

ii. For competitive teams based within the City of Daphne that are not associated with a public school, CGP contributions shall only be considered for such competitive teams who will travel at least 150 miles away from the City of Daphne (or less if overnight stay is required) to participate in a multi-state regional, national, or international competition. Competitive sport teams that never or rarely compete within the City of Daphne (i.e., “travel ball”) shall not be eligible for CGP funding.

iii. If time allows, a request for CGP contributions to a competitive team shall be presented to the City Council for consideration at a regularly-scheduled Council meeting. If a competitive team's need for funding arises under circumstances that do not allow enough time for the request to be presented to the City Council at a regularly-scheduled Council meeting, the Mayor, upon conferring with and obtaining approval from the Council President and Vice-President, may consider such a request and shall have the authority to approve or deny such a request.

iv. Annual CGP contributions to competitive teams shall be limited to a maximum of eight thousand dollars (\$8,000) per year. For competitive teams with fewer than thirty (30) participants, annual CGP contributions shall be limited to a maximum of five hundred dollars (\$500) per entity. For competitive teams with thirty (30) or more participants, annual CGP contributions shall be limited to a maximum of one thousand dollars (\$1,000) per entity.

v. Any contribution to a competitive team shall be included in the annual maximum budget for the CGP unless the Council determines, on a case-by-case basis, that a particular competitive team's activities will or may result in direct revenue to the City of Daphne.

SECTION 6. APPLICATION PROCESS

The City will create an approved Community Grant Application Form. The current version of the Community Grant Application Form is herein attached as an example but is not the definitive form. The form may be altered periodically by the Mayor or his designee. This Form will be the only manner in which a request for CGP funds will be entertained. The Application Form will specifically require that the applicant submit the organization's most recent audited financial statements. In the event that the organization does not have their financial statements audited, the most recent non-audited statements may satisfy the submission requirement. The Mayor has certain obligations and duties regarding the budget. Due to these obligations the Mayor will determine the deadline for submissions for the next fiscal year. Said deadline may appear on the Community Grant Form and/or by contacting City Hall.

Application forms will be available upon request from the City Clerk's office.

SECTION 7. SCHOOLS

The schools within the city limits of Daphne will not be funded directly and instead may only be provided funding through the Supporting Educational Enrichment in Daphne's Schools (hereinafter "SEEDS"). The maximum request from SEEDS will reflect the Contribution Cap for each of the participating schools within the Daphne city limits in addition to SEEDS individually each fiscal year. Therefore SEEDS, and by extension the public schools, are limited to the number of participating schools plus one (SEEDS itself) multiplied by the Grant Cap. Thus the amount paid directly to SEEDS may exceed the Grant Cap, but the amount utilized by SEEDS individually and not as a pass through will not exceed the maximum. Any other pass-through arrangement shall be disfavored.

SECTION 8. ANNUAL AUDIT

Should a participant in the CGP receive funds, the City reserves the right to inspect and audit any and all expenditures related to the CGP funds. If the CGP participant is non-cooperative or cannot provide satisfactory back up documentation, their eligibility for future CGP funds will be suspended indefinitely.

SECTION 9. MAINTENANCE OF RECORDS

It shall be the duty of every person/entity receiving CGP funds to keep and preserve suitable records of the use of said funds. Such records shall be kept and preserved for a period of three (3) years and shall be open for examination at any time by the duly authorized representative of the City.

SECTION 10. 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 11. EFFECTIVE DATE

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

SECTION 12. INFORMATION MAY NOT BE DIVULGED

It shall be unlawful for any person connected with the administration of this Ordinance to divulge any information obtained by him/her in the course of inspection and examination of the books of account, invoices, bank statements, sales tax records, state and federal income tax records, or other reports and memoranda or the taxpayer made pursuant to the provisions hereof, except to the Mayor, the City Council, the City Attorney, the City Finance Director, or their agents or representative connected with the administration of this Code, or pursuant to court proceedings or process.

ADOPTED AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, ON THIS THE ____ DAY OF _____, 2017.

ATTEST:

DANE HAYGOOD
MAYOR

CANDACE G. ANTINARELLA
CITY CLERK

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2017-82**

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

**Southeast of Corte Road and County Road 13
Fred L. Corte**

WHEREAS, on the 24th day of July 2017, being the owner of all real property, hereinafter described, did file with the City Clerk a petition asking that the said tracts or parcels of land be annexed into and become part of the City of Daphne, Alabama; and

WHEREAS, said petition did contain the signatures of all owners of the described territory, and a map of said property showing its relationship to the corporate limits of the City of Daphne, Alabama; and

WHEREAS, after proper publication, a public hearing was held by the City Council on October 16, 2017 concerning the petition for annexation; and

WHEREAS, said petition has been presented to the Planning Commission of the City of Daphne at a regular scheduled meeting on August 24, 2017, and the Commission set forth a unanimous favorable recommendation for the City Council of the City of Daphne to consider said request for annexation of said property.

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

SECTION ONE: ANNEXATION

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

SECTION TWO: ZONING

At the December 5, 2016 regularly scheduled City Council meeting Ordinance 2017-60 was adopted pre-zoning the said property as PUD, Planned Unit Development (Blackstone Lakes PUD).

SECTION THREE: DESCRIPTION OF TERRITORY

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

Legal Description for Annexation:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA, SAID POINT ALSO KNOWN AS THE SOUTHWEST CORNER OF BELLATON SUBDIVISION, PHASE ONE AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2194-E, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 00 DEGREES 17 MINUTES 39

SECONDS EAST, ALONG THE WEST MARGIN OF SAID BELLATON SUBDIVISION, PHASE ONE, FUTURE BELLATON SUBDIVISION, PHASE FOUR, AND A PROJECTION THEREOF, A DISTANCE OF 724.68 FEET TO A CAPPED REBAR; THENCE RUN NORTH 00 DEGREES 16 MINUTES 25 SECONDS EAST, A DISTANCE OF 1267.60 FEET; THENCE RUN NORTH 00 DEGREES 40 MINUTES 23 SECONDS EAST, A DISTANCE OF 59.95 FEET TO A CAPPED REBAR ON THE SOUTH MARGIN OF BALDWIN COUNTY FARM TO MARKET ROAD (A.K.A. CORTE ROAD); THENCE RUN NORTH 58 DEGREES 32 MINUTES 58 SECONDS WEST, ALONG AN OLD FENCE ON THE SOUTH MARGIN OF SAID BALDWIN COUNTY FARM TO MARKET ROAD, A DISTANCE OF 355.59 FEET TO A CAPPED REBAR; THENCE RUN NORTH 60 DEGREES 39 MINUTES 04 SECONDS WEST, ALONG SAID OLD FENCE ON THE SOUTH MARGIN OF SAID ROAD, A DISTANCE OF 824.19 FEET TO A CAPPED REBAR; THENCE RUN NORTH 79 DEGREES 30 MINUTES 38 SECONDS WEST, ALONG SAID FENCE AND ROAD, A DISTANCE OF 40.53 FEET TO A CAPPED REBAR; THENCE RUN NORTH 89 DEGREES 21 MINUTES 29 SECONDS WEST, ALONG SAID FENCE AND ROAD, A DISTANCE OF 262.67 FEET TO A CAPPED REBAR; THENCE RUN SOUTH 00 DEGREES 14 MINUTES 57 SECONDS WEST, A DISTANCE OF 2641.94 FEET TO A CAPPED REBAR; THENCE RUN SOUTH 89 DEGREES 33 MINUTES 48 SECONDS EAST, A DISTANCE OF 1325.31 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 73.53 ACRES, MORE OR LESS, AND LIES IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

SECTION FOUR: MAP OF PROPERTY

The property hereby annexed into the City of Daphne, Alabama is set forth and described in Exhibit "A" and attached hereto a map of the property (*Exhibit "B"*) showing its relationship to the corporate limits of the municipality of the City of Daphne and made a part of this ordinance.

SECTION FIVE: PUBLICATION

This Ordinance shall be published as required by Section 11-42-21 Code of Alabama 1975, as amended, and the property described herein shall be annexed into the corporate limits of the City of Daphne, and a certified copy of the same shall be filed with the Office of the Judge of Probate of Baldwin County, Alabama as required by Section 11-42-21, Code of Alabama 1975, as amended.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS THE _____ DAY OF _____, 2017.

**Dane Haygood,
Mayor**

**ATTEST
City Clerk**

To: Office of the City Clerk
From: Adrienne D. Jones, *AS*
Director of Community Development
Subject: Fred L. Corte Annexation Petition
Date: August 25, 2017

MEMORANDUM

PRESENT ZONING: RA, Rural Agricultural, Baldwin
County Exterritorial Planning
Jurisdiction

LOCATION: Southeast of County Road 13 and
Corte Road

RECOMMENDATION: At the Thursday, August 24, 2017,
regular meeting of the Daphne
Planning Commission, eight members
were present, and the motion carried
for a unanimous favorable
recommendation for the above
mentioned annexation petition.

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 for
placement on the City Council agenda to set a public
hearing.

Thank you,
ADJ/jv

attachment(s)

1. Petition for Annexation
2. Legal Description (Exhibit A)
3. Boundary Survey (Exhibit B)
4. Community Development Report

**PETITION FOR ANNEXATION OF CERTAIN PROPERTY
INTO THE CORPORATE LIMITS OF THE MUNICIPALITY
OF THE CITY OF DAPHNE, ALABAMA**

(_____)

The undersigned, Fred L. Corte, files this petition with the Clerk of the City of Daphne requesting the property hereafter described, commonly referred to as, _____, to be annexed into the City of Daphne, a municipal corporation incorporated under the laws of the State of Alabama, and submits the following in support of its petition:

1. **Description of Property:** The description of the property which the petitioner requests to be annexed into the City of Daphne is described in **Exhibit "A"** attached hereto and made a part of this petition as fully set out herein (**the "Property"**).

2. **Map of Property:** Attached hereto as **Exhibit "B"** and made a part of this petition, is a map of the property showing its relationship to the corporate limits of the municipality of the City of Daphne.

3. **Owner:** The petitioner, Fred L. Corte, is the owner of the property hereby sought to be annexed into the corporate limits of the City of Daphne.

4. **Specific Conditions:** This petition is conditioned upon the adoption of an ordinance, which shall specifically include the conditions requested below upon annexing the property into the corporate limits of the City of Daphne.

Requested zoning, if other than R-1: PUD

Any other conditions which may apply upon annexation:

5. **Code:** This Petition is filed pursuant to the provisions of Article 21, Chapter 42, Title 11, Code of Alabama, 1975, as amended.

DATED this 21 day of July, 2017

Respectfully submitted by,

Fred L. Corte
Name of Owner (Print)
Fred L Corte
Name of Owner (Signature)

STATE OF ALABAMA
COUNTY OF BALDWIN

I, WANDA LACOSTE, the undersigned Notary Public in and for
said county and state, hereby certify that FRED L. CORTE has
signed to the foregoing instrument and who is known to me, acknowledged before me on this
day, that, being informed of the contents of the instrument, he/she executed the same voluntarily
on the day the same bears date.

Given under my hand and official seal this the 21 day of July, 2017

Wanda LaCoste
NOTARY PUBLIC

My commission expires: 11-21-2020

Owner's Address

24001B State Hwy. 181

Daphne, AL 36526

ADDITIONAL INFORMATION

We, the undersigned, constituting all of the owners of all of the hereinafter described real property do hereby execute and file this written petition asking and requesting that our property as described be annexed to the City of Daphne, Alabama, under the authority of Section 11-42-20 through 11-42-24, Code of Alabama 1975. Initials: FLC

We further certify that said property is contiguous to the city limits of Daphne, Alabama. A map and written legal description of said property is hereto attached. Initials: FLC

We certify that the property is a single or multiple parcels under single or multiple ownership. Initials: FLC

We certify that we fully understand that upon annexation, the subject property shall be subject to all laws and codes administered by the City of Daphne, including, but not limited to, the zoning code, the subdivision regulations and the municipal code of the City of Daphne. Initials: FLC

Option# 1: We do hereby request pre-zoning of the subject property to the following zoning classification(s): PUD, and certify that a petition for rezoning, associated fees and documents have been submitted prior to or concurrently with this petition. Initials: FLC

Or

Option# 2: We do hereby certify that we understand fully that upon annexation the subject property will be zoned R-1, Low Density Single Family Residential.

Initials: _____

We do hereby request that the Planning Commission and City Council give such notice, hold such hearing and adopt such ordinance and do all such things or acts as is required by law so that the corporate limits of the City of Daphne, Alabama shall be rearranged so as to include such territory.

IN WITNESS WHEREOF, we have hereunto subscribed our names this, the 21 day of July, 2017.

Legal Description Attached (Exhibit A)? Yes Map or Survey Attached (Exhibit B)? Yes
Recorded Subdivision Plat OR Preliminary/Final Subdivision plat approved by Planning Commission
Attached (Exhibit C)? _____ Acreage _____
Subdivision Name _____ Lot Number(s) _____

Names and Signature of ALL property owners:

Signature: Fred L. Corte Signature: _____

Printed Name: Fred L. Corte Printed Name: _____

Mailing Address: 24001B State Hwy. 181 Mailing Address: _____
Daphne, AL 36526

EXHIBIT A
LEGAL DESCRIPTION FOR FRED L. CORTE PROPERTY (ANNEXATION)

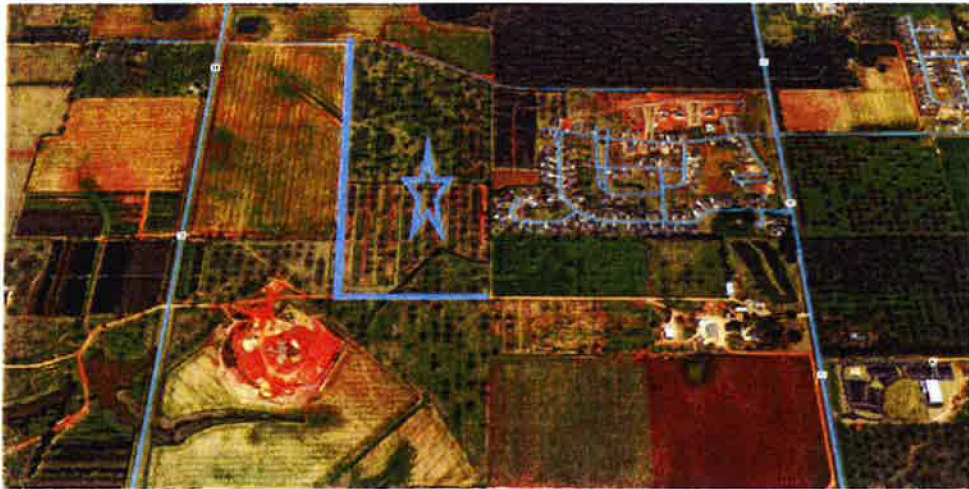
BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA, SAID POINT ALSO KNOWN AS THE SOUTHWEST CORNER OF BELLATON SUBDIVISION, PHASE ONE AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2194-E, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 00 DEGREES 17 MINUTES 39 SECONDS EAST, ALONG THE WEST MARGIN OF SAID BELLATON SUBDIVISION, PHASE ONE, FUTURE BELLATON SUBDIVISION, PHASE FOUR, AND A PROJECTION THEREOF, A DISTANCE OF 724.68 FEET TO A CAPPED REBAR; THENCE RUN NORTH 00 DEGREES 16 MINUTES 25 SECONDS EAST, A DISTANCE OF 1267.60 FEET; THENCE RUN NORTH 00 DEGREES 40 MINUTES 23 SECONDS EAST, A DISTANCE OF 59.95 FEET TO A CAPPED REBAR ON THE SOUTH MARGIN OF BALDWIN COUNTY FARM TO MARKET ROAD (A.K.A. CORTE ROAD); THENCE RUN NORTH 58 DEGREES 32 MINUTES 58 SECONDS WEST, ALONG AN OLD FENCE ON THE SOUTH MARGIN OF SAID BALDWIN COUNTY FARM TO MARKET ROAD, A DISTANCE OF 355.59 FEET TO A CAPPED REBAR; THENCE RUN NORTH 60 DEGREES 39 MINUTES 04 SECONDS WEST, ALONG SAID OLD FENCE ON THE SOUTH MARGIN OF SAID ROAD, A DISTANCE OF 824.19 FEET TO A CAPPED REBAR; THENCE RUN NORTH 79 DEGREES 30 MINUTES 38 SECONDS WEST, ALONG SAID FENCE AND ROAD, A DISTANCE OF 40.53 FEET TO A CAPPED REBAR; THENCE RUN NORTH 89 DEGREES 21 MINUTES 29 SECONDS WEST, ALONG SAID FENCE AND ROAD, A DISTANCE OF 262.67 FEET TO A CAPPED REBAR; THENCE RUN SOUTH 00 DEGREES 14 MINUTES 57 SECONDS WEST, A DISTANCE OF 2641.94 FEET TO A CAPPED REBAR; THENCE RUN SOUTH 89 DEGREES 33 MINUTES 48 SECONDS EAST, A DISTANCE OF 1325.31 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 73.53 ACRES, MORE OR LESS, AND LIES IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.



PLANNING COMMISSION
ANNEXATION REQUEST FOR
FRED L. CORTE



The Jubilee City



**COMMUNITY DEVELOPMENT
ANNEXATION REQUEST**

**Annexation of Fred L. Corte Property
73.53 acres**

EXCERPT FROM ARTICLE 23-1 PROCEDURE [FOR ANNEXATION REQUESTS]

The application shall be reviewed by the Planning Commission at its next regular meeting and said Commission shall have thirty (30) calendar days from said regular meeting within which to submit a recommendation to the City Council. If the Commission fails to submit a recommendation to the City Council within the thirty (30) calendar day period, it shall be deemed to have approved the proposed amendment...Before enacting any amendment to this Ordinance, a public hearing thereon shall be held by the City Council with proper notice as required by law. Said public hearing shall be held at the earliest possible time to consider the proposed annexation, and the Council shall take action on said proposed annexation within forty-five (45) calendar days from the date of the public hearing except in the case where the tentative action is not in accordance with the Planning Commission's certified recommendation.

23-2 PROCEDURE FOR ZONING NEWLY ANNEXED LAND

Any land annexed to the City of Daphne hereafter shall be classified as an R-1, Low Density Single Family Residential District unless otherwise recommended by the Planning Commission through the zoning amendment procedure provided in *Article 22-1, Zoning Amendment Procedures*. In such case, City Council may consider, after due process of publication and hearing as required by law, specific applications to zone newly annexed land into one or more existing or proposed new zoning classifications recommended by the Planning Commission.

REQUEST

In June 2017, the applicant requested to pre-zone the site to Planned Unit Development District and the Planning Commission set forth a unanimous favorable recommendation for such. On August 7, 2017 City Council held a public hearing to consider the application and the Planning Commission's recommendation to rezone 73.53 acres in Ordinance 2017-60. The applicant has submitted a petition to annex **73.53** acres of land into the corporate limits of Daphne.

RECOMMENDATION

The Comprehensive Plan encourages expansion and annexation of land contiguous to the existing corporate limits. **Staff recommends approval of the request to annex this land into the City of Daphne.**

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2017-83**

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

**Southeast of Austin Road and Alabama Highway 181
Bertolla Properties, LLC**

WHEREAS, on the 1st day of June 2017, being the owner of all real property, hereinafter described, did file with the City Clerk a petition asking that the said tracts or parcels of land be annexed into and become part of the City of Daphne, Alabama; and

WHEREAS, said petition did contain the signatures of all owners of the described territory, and a map of said property showing its relationship to the corporate limits of the City of Daphne, Alabama; and

WHEREAS, after proper publication, a public hearing was held by the City Council on October 16, 2017 concerning the petition for annexation; and

WHEREAS, said petition has been presented to the Planning Commission of the City of Daphne at a regular scheduled meeting on August 24, 2017, and the Commission set forth a unanimous favorable recommendation for the City Council of the City of Daphne to consider said request for annexation of said property.

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

SECTION ONE: ANNEXATION

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

SECTION TWO: ZONING

At the July 19, 2017 regularly scheduled City Council meeting Ordinance 2017-39 was adopted pre-zoning the said property as PUD, Planned Unit Development (Jubilee Farms).

SECTION THREE: DESCRIPTION OF TERRITORY

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

Legal Description for Annexation:

BEGINNING AT A 3/4" CRIMP TOP IRON PIPE AT THE "LOCALLY ACCEPTED" SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE SOUTH 89°49'02" WEST, ALONG THE SOUTH LINE OF SAID SECTION 26, A DISTANCE OF 2669.96 FEET TO A 1/2" CAPPED REBAR (CA-0604) AT THE SOUTHEAST CORNER OF LOT 28, DUNMORE, PHASE TWO, PART B, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2448-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00°11'14" EAST, ALONG THE EAST MARGIN OF SAID DUNMORE, PHASE TWO, PART B AND DUNMORE, PHASE TWO, PART A, AS SHOWN BY MAP

OR PLAT THEREOF, RECORDED AT SLIDE 2443-B, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA AND A PROJECTION THEREOF, A DISTANCE OF 2671.05 FEET TO 1/2" CAPPED REBAR (CA-1109) AT THE SOUTHEAST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE RUN SOUTH 89°34'24" WEST, ALONG THE SOUTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 2610.05 FEET TO 1/2" CAPPED REBAR (CA-1109) ON THE EAST RIGHT-OF-WAY OF ALABAMA HIGHWAY 181; THENCE RUN NORTH 00°10'51" EAST, ALONG THE EAST RIGHT-OF-WAY OF SAID ALABAMA HIGHWAY 181, A DISTANCE OF 400.02 FEET TO A 1/2" CAPPED REBAR (CA-1109); THENCE RUN NORTH 89°34'24" EAST, DEPARTING SAID RIGHT-OF-WAY, A DISTANCE OF 1402.13 FEET TO A 1/2" CAPPED REBAR (CA-1109); THENCE RUN NORTH 00°03'11" EAST, A DISTANCE OF 902.21 FEET TO A 1/2" CAPPED REBAR ON THE SOUTH RIGHT-OF-WAY OF AUSTIN ROAD; THENCE RUN NORTH 89°32'12" EAST, ALONG THE SOUTH RIGHT-OF-WAY OF SAID AUSTIN ROAD, A DISTANCE OF 1256.80 FEET TO A 1/2" CAPPED REBAR (CA-1109); THENCE RUN NORTH 00°07'47" EAST, ALONG THE EAST RIGHT-OF-WAY OF SAID AUSTIN ROAD, A DISTANCE OF 30.14 FEET TO 1/2" CAPPED REBAR AT THE SOUTHWEST CORNER OF LOT 1 OF AUSTIN BRIDGES, UNIT 1, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE FILE 2007-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 89°22'04" EAST, ALONG THE SOUTH MARGIN OF SAID AUSTIN BRIDGES, UNIT 1 AND THE SOUTH MARGIN AUSTIN BRIDGES, UNIT TWO, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE FILE 2082-B, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, A DISTANCE OF 1297.53 FEET TO A 1/2" CAPPED REBAR (CA-604) AT THE SOUTHEAST CORNER OF LOT 18 OF SAID AUSTIN BRIDGES, UNIT TWO; THENCE RUN SOUTH 00°46'05" WEST, A DISTANCE OF 670.61 FEET TO 1/2" REBAR; THENCE RUN NORTH 89°25'58" EAST, A DISTANCE OF 1069.01 FEET TO A 1/2" CAPPED REBAR AT THE NORTHWEST CORNER OF LOT 1 OF STEPHEN SPRINGS, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE FILE 2346-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 00°11'38" WEST, A DISTANCE OF 300.66 FEET TO A 1/2" CAPPED REBAR (CA-604) AT THE SOUTHWEST CORNER OF LOT 2 OF SAID STEPHEN SPRINGS; THENCE RUN NORTH 89°25'14" EAST, A DISTANCE OF 214.96 FEET TO A 1/2" CAPPED REBAR (CA-604) AT THE SOUTHEAST CORNER OF LOT 2 OF SAID STEPHEN SPRINGS;

THENCE RUN SOUTH 00°11'25" WEST, A DISTANCE OF 80.01 FEET TO A 1/2" CAPPED REBAR (CA-604) AT THE NORTHEAST CORNER OF LOT 3 OF SAID STEPHEN SPRINGS; THENCE RUN SOUTH 89°25'14" WEST, A DISTANCE OF 214.96 FEET TO A 1/2" CAPPED REBAR (CA-604) AT THE NORTHWEST CORNER OF LOT 3 OF SAID STEPHEN SPRINGS; THENCE RUN SOUTH 00°11'38" WEST, A DISTANCE OF 145.04 FEET TO A 1/2" CAPPED REBAR (CA-604) AT THE NORTHWEST CORNER OF LOT 4 OF SAID STEPHEN SPRINGS; THENCE RUN SOUTH 00°11'38" WEST, A DISTANCE OF 145.05 FEET TO A 1/2" CAPPED REBAR (CA-604) AT THE SOUTHWEST CORNER OF LOT 4 OF SAID STEPHEN SPRINGS; THENCE RUN NORTH 89°58'37" WEST, ALONG AND WITH A BARBWIRE FENCE, A DISTANCE OF 412.34 FEET TO 1-1/2" OPEN END IRON PIPE; THENCE RUN SOUTH 00°02'13" WEST, ALONG AND WITH A BARBWIRE FENCE, A DISTANCE OF 672.87 FEET TO 1/2" CAPPED REBAR (CA-1109) AT THE SOUTHWEST CORNER OF TRACT 1 IN SECTION 26 OF HIGHLAND FARMS, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT MISCELLANEOUS BOOK 1, PAGE 290-291, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 89°47'09" EAST, A DISTANCE OF 1923.05 FEET TO 1/2" REBAR; THENCE RUN NORTH 00°06'23" EAST, A DISTANCE OF 630.48 FEET TO A 1/2" REBAR ON THE SOUTH RIGHT-OF-WAY OF BALDWIN COUNTY HIGHWAY 54; THENCE RUN SOUTH 89°34'12" EAST, ALONG THE SOUTH RIGHT-OF-WAY OF SAID BALDWIN COUNTY HIGHWAY 54, A DISTANCE OF 60.00 FEET TO 1/2" CAPPED REBAR (CA-1109) AT THE NORTHWEST CORNER OF LOT 1 OF AVALON PHASE 1A, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE FILE 2104-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA;

THENCE RUN SOUTH 00°06'23" WEST, A DISTANCE OF 630.25 FEET TO A 1/2" CAPPED REBAR ON THE WEST MARGIN OF LOT 73 OF AVALON, PHASE 3, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE FILE 2220-D AND 2220-E, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 00°23'53" WEST, ALONG THE WEST MARGIN OF SAID AVALON, PHASE 3, A DISTANCE OF 663.68 FEET TO A 1/2" CAPPED REBAR; THENCE RUN SOUTH 88°35'21" EAST, A DISTANCE OF 7.96 FEET TO 5/8" CAPPED REBAR (CA-728); THENCE RUN SOUTH 00°08'21" WEST, CONTINUING ALONG THE WEST MARGIN OF SAID AVALON, PHASE 3, A DISTANCE OF 669.18 FEET TO A 1/2" CAPPED REBAR (CA-1109);

THENCE RUN NORTH 89°48'48" WEST, A DISTANCE OF 6.93 FEET TO A 1/2" CAPPED REBAR (CA-1109); THENCE RUN SOUTH 00°03'05" WEST, A DISTANCE OF 668.95 FEET TO A 1/2" CAPPED REBAR (CA-1109); THENCE RUN SOUTH 00°11'04" WEST, ALONG AND WITH A BARBWIRE FENCE, A DISTANCE OF 1319.23 FEET TO A 1/2" CAPPED REBAR (CA-1109) AT A FENCE CORNER AT THE "LOCALLY ACCEPTED" SOUTHEAST CORNER OF TRACT 4 IN SECTION 36 OF SAID HIGHLAND FARMS; THENCE RUN SOUTH 89°55'01" WEST, A DISTANCE OF 1326.54 FEET TO A 2" OPEN END PIPE AT A FENCE CORNER AT THE "LOCALLY ACCEPTED" SOUTHWEST CORNER OF TRACT 4 IN SECTION 36 OF SAID HIGHLAND FARMS; THENCE RUN NORTH 00°55'29" EAST, A DISTANCE OF 1323.76 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 361.55 ACRES, MORE OR LESS, AND LIES IN SECTIONS 25, 26 AND 36, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

SECTION FOUR: MAP OF PROPERTY

The property hereby annexed into the City of Daphne, Alabama is set forth and described in Exhibit "A" and attached hereto a map of the property (*Exhibit "B"*) showing its relationship to the corporate limits of the municipality of the City of Daphne and made a part of this ordinance.

SECTION FIVE: PUBLICATION

This Ordinance shall be published as required by Section 11-42-21 Code of Alabama 1975, as amended, and the property described herein shall be annexed into the corporate limits of the City of Daphne, and a certified copy of the same shall be filed with the Office of the Judge of Probate of Baldwin County, Alabama as required by Section 11-42-21, Code of Alabama 1975, as amended.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS THE _____ DAY OF _____, 2017.

**Dane Haygood,
Mayor**

**ATTEST
City Clerk**

To: Office of the City Clerk
From: Adrienne D. Jones, AS
Director of Community Development
Subject: Bertolla Properties, L.L.C. -
Annexation Petition
Date: August 25, 2017

MEMORANDUM

PRESENT ZONING: RA, Rural Agricultural, Baldwin
County Exterritorial Planning
Jurisdiction

LOCATION: Southeast of Austin Road and Alabama
Highway 181

RECOMMENDATION: At the Thursday, August 24, 2017,
regular meeting of the Daphne
Planning Commission, eight members
were present, and the motion carried
for a unanimous favorable
recommendation for the above
mentioned annexation petition.

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 for
placement on the City Council agenda to set a public
hearing.

Thank you,
ADJ/jv

attachment(s)

1. Petition for Annexation
2. Legal Description (Exhibit A)
3. Boundary Survey (Exhibit B)
4. Community Development Report

**PETITION FOR ANNEXATION OF CERTAIN PROPERTY
INTO THE CORPORATE LIMITS OF THE MUNICIPALITY
OF THE CITY OF DAPHNE, ALABAMA**

(_____)

The undersigned corporation, Bertolla Properties LLC, files this petition with the Clerk of the City of Daphne requesting the property hereafter described, commonly referred to as, Jubilee Farms, to be annexed into the City of Daphne, a municipal corporation incorporated under the laws of the State of Alabama, and submits the following in support of the petition:

1. **Description of Property:** The description of the property which the petitioner requests to be annexed into the City of Daphne is described in **Exhibit "A"** attached hereto and made a part of this petition as fully set out herein (**the "Property"**).

2. **Map of Property:** Attached hereto as **Exhibit "B"** and made a part of this petition, is a map of the property showing its relationship to the corporate limits of the municipality of the City of Daphne.

3. **Owner:** The petitioner, Bertolla Properties LLC, is the owner of the property hereby sought to be annexed into the corporate limits of the City of Daphne.

4. **Specific Conditions:** This petition is conditioned upon the adoption of an ordinance, which shall include specifically the conditions requested below upon annexing the said property into the corporate limits of the City of Daphne.

Requested zoning, if other than R-1: PUD

Any other conditions which may apply upon annexation:

5. Code: This Petition is filed pursuant to the provisions of Article 21, Chapter 42, Title 11, Code of Alabama, 1975, as amended.

DATED this 1 day of June, 2017

Respectfully submitted,

BERTOLLA PROPERTIES, LLC
Name of Corporation

By: 
Its: MANAGER

STATE OF ALABAMA
COUNTY OF BALDWIN

I, WANDA LACOSTE, the undersigned Notary Public in and for said county and state, hereby certify that ALEXANDER A. BERTOLLA whose name as MANAGER of BERTOLLA PROPERTIES Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he/she as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 1 day
of June, 20 17.


NOTARY PUBLIC

My commission expires: 11-21-2020

Corporation's Address

PO Box 1572
DAPHNE, AL 36526

ADDITIONAL INFORMATION

We, the undersigned, constituting all of the owners of the described real property do hereby execute and file this written petition asking and requesting that our property be annexed into the corporate limits of the City of Daphne, Alabama, under the authority of Section 11-42-20 through 11-42-24, Code of Alabama 1975. Initials: AB

We further certify that said property is contiguous to the city limits of Daphne, Alabama. A map and written legal description of said property is hereto attached. Initials: AB

We certify that the property is a single or multiple parcels under single or multiple ownership. Circle appropriate response: Initials: AB

We certify that we fully understand that upon annexation, the subject property shall be subject to all laws and codes administered by the City of Daphne, including, but not limited to, the zoning code, the subdivision regulations and the municipal code of the City of Daphne. Initials: AB

SELECT ONE OF THE FOLLOWING OPTIONS

☒ Option# 1: We do hereby request pre-zoning of the subject property to the following zoning classification(s): _____, and certify that a petition for rezoning, associated fees and documents have been submitted prior to or concurrently with this petition. Initials: AB

Or

☐ Option# 2: We do hereby certify that we understand fully that upon annexation the subject property will be zoned R-1, Low Density Single Family Residential.

Initials: _____

We do hereby request that the Planning Commission and City Council give such notice, hold such hearing and adopt such ordinance and do all such things or acts as is required by law so that the corporate limits of the City of Daphne, Alabama shall be rearranged so as to include such territory.

IN WITNESS WHEREOF, we have hereunto subscribed our names this, the 1 day of June, 2017.

Legal Description Attached (Exhibit A)? yes Map or Survey Attached (Exhibit B)? yes
Recorded Subdivision Plat OR Preliminary/Final Subdivision plat approved by Planning Commission
Attached (Exhibit C)? _____ Acreage 361.55
Subdivision Name _____ Lot Number(s) _____

Names and Signature of ALL property owners OR principle of corporation's designee:

Signature: Alexander A. Bertola Signature: _____

Printed Name: Alexander A. Bertola Printed Name: _____

Mailing Address: PO Box 11527, DAPHNE Mailing Address: _____

AL, 36527

3

EXHIBIT A

LEGAL DESCRIPTION FOR JUBILEE FARMS (BERTOLLA PROPERTY)

BEGINNING AT A 3/4" CRIMP TOP IRON PIPE AT THE "LOCALLY ACCEPTED" SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE SOUTH 89°49'02" WEST, ALONG THE SOUTH LINE OF SAID SECTION 26, A DISTANCE OF 2669.96 FEET TO A 1/2" CAPPED REBAR (CA-0604) AT THE SOUTHEAST CORNER OF LOT 28, DUNMORE, PHASE TWO, PART B, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2448-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00°11'14" EAST, ALONG THE EAST MARGIN OF SAID DUNMORE, PHASE TWO, PART B AND DUNMORE, PHASE TWO, PART A, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2443-B, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA AND A PROJECTION THEREOF, A DISTANCE OF 2671.05 FEET TO 1/2" CAPPED REBAR (CA-1109) AT THE SOUTHEAST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE RUN SOUTH 89°34'24" WEST, ALONG THE SOUTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 2610.05 FEET TO 1/2" CAPPED REBAR (CA-1109) ON THE EAST RIGHT-OF-WAY OF ALABAMA HIGHWAY 181; THENCE RUN NORTH 00°10'51" EAST, ALONG THE EAST RIGHT-OF-WAY OF SAID ALABAMA HIGHWAY 181, A DISTANCE OF 400.02 FEET TO A 1/2" CAPPED REBAR (CA-1109); THENCE RUN NORTH 89°34'24" EAST, DEPARTING SAID RIGHT-OF-WAY, A DISTANCE OF 1402.13 FEET TO A 1/2" CAPPED REBAR (CA-1109); THENCE RUN NORTH 00°03'11" EAST, A DISTANCE OF 902.21 FEET TO A 1/2" CAPPED REBAR ON THE SOUTH RIGHT-OF-WAY OF AUSTIN ROAD; THENCE RUN NORTH 89°32'12" EAST, ALONG THE SOUTH RIGHT-OF-WAY OF SAID AUSTIN ROAD, A DISTANCE OF 1256.80 FEET TO A 1/2" CAPPED REBAR (CA-1109); THENCE RUN NORTH 00°07'47" EAST, ALONG THE EAST RIGHT-OF-WAY OF SAID AUSTIN ROAD, A DISTANCE OF 30.14 FEET TO 1/2" CAPPED REBAR AT THE SOUTHWEST CORNER OF LOT 1 OF AUSTIN BRIDGES, UNIT 1, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE FILE 2007-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 89°22'04" EAST, ALONG THE SOUTH MARGIN OF SAID AUSTIN BRIDGES, UNIT 1 AND THE SOUTH MARGIN AUSTIN BRIDGES, UNIT TWO, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE FILE 2082-B, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, A DISTANCE OF 1297.53 FEET TO A 1/2" CAPPED REBAR (CA-604) AT THE SOUTHEAST CORNER OF LOT 18 OF SAID AUSTIN BRIDGES, UNIT TWO; THENCE RUN SOUTH 00°46'05" WEST, A DISTANCE OF 670.61 FEET TO 1/2" REBAR; THENCE RUN NORTH 89°25'58" EAST, A DISTANCE OF 1069.01 FEET TO A 1/2" CAPPED REBAR AT THE NORTHWEST CORNER OF LOT 1 OF STEPHEN SPRINGS, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE FILE 2346-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 00°11'38" WEST, A DISTANCE OF 300.66 FEET TO A 1/2" CAPPED REBAR (CA-604) AT THE SOUTHWEST CORNER OF LOT 2 OF SAID STEPHEN SPRINGS; THENCE RUN NORTH 89°25'14" EAST, A DISTANCE OF 214.96 FEET TO A 1/2" CAPPED REBAR (CA-604) AT THE SOUTHEAST CORNER OF LOT 2 OF SAID STEPHEN SPRINGS;

THENCE RUN SOUTH 00°11'25" WEST, A DISTANCE OF 80.01 FEET TO A 1/2" CAPPED REBAR (CA-604) AT THE NORTHEAST CORNER OF LOT 3 OF SAID STEPHEN SPRINGS; THENCE RUN SOUTH 89°25'14" WEST, A DISTANCE OF 214.96 FEET TO A 1/2" CAPPED REBAR (CA-604) AT THE NORTHWEST CORNER OF LOT 3 OF SAID STEPHEN SPRINGS; THENCE RUN SOUTH 00°11'38" WEST, A DISTANCE OF 145.04 FEET TO A 1/2"

CAPPED REBAR (CA-604) AT THE NORTHWEST CORNER OF LOT 4 OF SAID STEPHEN SPRINGS; THENCE RUN SOUTH 00°11'38" WEST, A DISTANCE OF 145.05 FEET TO A 1/2" CAPPED REBAR (CA-604) AT THE SOUTHWEST CORNER OF LOT 4 OF SAID STEPHEN SPRINGS; THENCE RUN NORTH 89°58'37" WEST, ALONG AND WITH A BARBWIRE FENCE, A DISTANCE OF 412.34 FEET TO 1-1/2" OPEN END IRON PIPE; THENCE RUN SOUTH 00°02'13" WEST, ALONG AND WITH A BARBWIRE FENCE, A DISTANCE OF 672.87 FEET TO 1/2" CAPPED REBAR (CA-1109) AT THE SOUTHWEST CORNER OF TRACT 1 IN SECTION 26 OF HIGHLAND FARMS, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT MISCELLANEOUS BOOK 1, PAGE 290-291, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 89°47'09" EAST, A DISTANCE OF 1923.05 FEET TO 1/2" REBAR; THENCE RUN NORTH 00°06'23" EAST, A DISTANCE OF 630.48 FEET TO A 1/2" REBAR ON THE SOUTH RIGHT-OF-WAY OF BALDWIN COUNTY HIGHWAY 54; THENCE RUN SOUTH 89°34'12" EAST, ALONG THE SOUTH RIGHT-OF-WAY OF SAID BALDWIN COUNTY HIGHWAY 54, A DISTANCE OF 60.00 FEET TO 1/2" CAPPED REBAR (CA-1109) AT THE NORTHWEST CORNER OF LOT 1 OF AVALON PHASE 1A, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE FILE 2104-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA;

THENCE RUN SOUTH 00°06'23" WEST, A DISTANCE OF 630.25 FEET TO A 1/2" CAPPED REBAR ON THE WEST MARGIN OF LOT 73 OF AVALON, PHASE 3, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE FILE 2220-D AND 2220-E, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 00°23'53" WEST, ALONG THE WEST MARGIN OF SAID AVALON, PHASE 3, A DISTANCE OF 663.68 FEET TO A 1/2" CAPPED REBAR; THENCE RUN SOUTH 88°35'21" EAST, A DISTANCE OF 7.96 FEET TO 5/8" CAPPED REBAR (CA-728); THENCE RUN SOUTH 00°08'21" WEST, CONTINUING ALONG THE WEST MARGIN OF SAID AVALON, PHASE 3, A DISTANCE OF 669.18 FEET TO A 1/2" CAPPED REBAR (CA-1109); THENCE RUN NORTH 89°48'48" WEST, A DISTANCE OF 6.93 FEET TO A 1/2" CAPPED REBAR (CA-1109); THENCE RUN SOUTH 00°03'05" WEST, A DISTANCE OF 668.95 FEET TO A 1/2" CAPPED REBAR (CA-1109); THENCE RUN SOUTH 00°11'04" WEST, ALONG AND WITH A BARBWIRE FENCE, A DISTANCE OF 1319.23 FEET TO A 1/2" CAPPED REBAR (CA-1109) AT A FENCE CORNER AT THE "LOCALLY ACCEPTED" SOUTHEAST CORNER OF TRACT 4 IN SECTION 36 OF SAID HIGHLAND FARMS; THENCE RUN SOUTH 89°55'01" WEST, A DISTANCE OF 1326.54 FEET TO A 2" OPEN END PIPE AT A FENCE CORNER AT THE "LOCALLY ACCEPTED" SOUTHWEST CORNER OF TRACT 4 IN SECTION 36 OF SAID HIGHLAND FARMS; THENCE RUN NORTH 00°55'29" EAST, A DISTANCE OF 1323.76 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 361.55 ACRES, MORE OR LESS, AND LIES IN SECTIONS 25, 26 AND 36, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.



Jubilee Farms
A Planned Unit Development
Daphne, Alabama

EXHIBIT "B"
BOUNDARY SURVEY

Dowberry | **PREBLE-RISH**
2500 S. Highway 401, Ogden, UT 84403
201-998-9900 fax 201-998-9943 info@preble-rish.com

[illegible]

FLOOD CERTIFICATE:
This property has been Zone "V" (protected) as shown from the Federal Emergency Management Agency's Flood Insurance Rate Map for the community of Ocean County, New Jersey. The community is in the Special Flood Hazard Area. The water level may rise 1 to 4 feet.

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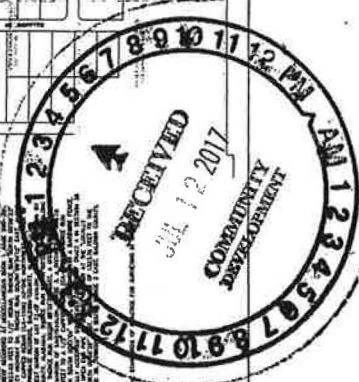
TUNNEYPORT CERTIFICATE:
STATE OF ALABAMA
COUNTY OF BALDWIN

[illegible]

(COLLECTION COMPOSED FROM PNEUMATIC RECORDS AND AN ACTUAL FIELD SURVEY)
WE FURTHER STATE THAT SURVEY WAS BEEN COMPLETED IN ACCORDANCE WITH THE
INVESTIGATION, MAY 1, 1988.

02-23-2017

Buyers should look for the latest
edition in 1994 or 1995.



PLANNING COMMISSION
ANNEXATION REQUEST FOR
BERTOLLA PROPERTIES, LLC



ANNEXATION REQUEST

Annexation of Bertolla Property Southeast of the Intersection of Alabama Highway 181 and Austin Road 361.55 acres

EXCERPT FROM ARTICLE 23-1 PROCEDURE [FOR ANNEXATION REQUESTS]

The application shall be reviewed by the Planning Commission at its next regular meeting and said Commission shall have thirty (30) calendar days from said regular meeting within which to submit a recommendation to the City Council. If the Commission fails to submit a recommendation to the City Council within the thirty (30) calendar day period, it shall be deemed to have approved the proposed amendment...Before enacting any amendment to this Ordinance, a public hearing thereon shall be held by the City Council with proper notice as required by law. Said public hearing shall be held at the earliest possible time to consider the proposed annexation, and the Council shall take action on said proposed annexation within forty-five (45) calendar days from the date of the public hearing except in the case where the tentative action is not in accordance with the Planning Commission's certified recommendation.

23-2 PROCEDURE FOR ZONING NEWLY ANNEXED LAND

Any land annexed to the City of Daphne hereafter shall be classified as an R-1, Low Density Single Family Residential District unless otherwise recommended by the Planning Commission through the zoning amendment procedure provided in *Article 22-1, Zoning Amendment Procedures*. In such case, City Council may consider, after due process of publication and hearing as required by law, specific applications to zone newly annexed land into one or more existing or proposed new zoning classifications recommended by the Planning Commission.

REQUEST

On July 19, 2017, City Council approved Ordinance 2017-39 to prezone the subject property to a Planned Unit Development. The applicant has submitted a petition to annex the 361.55 acre PUD into the corporate limits of Daphne. Additionally, the applicant has submitted requests for master plan review and preliminary subdivision plat review for the first 5 phases of development. These applications will be considered at the August Planning Commission meeting.

RECOMMENDATION

The Comprehensive Plan encourages expansion and annexation of land contiguous to the existing corporate limits. **Staff recommends approval of the request to annex this land into the City of Daphne.**