The City Council of the City of Robertsdale, Alabama met Monday, July 1, 2024 at 6:00 p.m. in the Council Chambers of Robertsdale City Hall, that being the date, time and place for such meeting.

Upon roll call, the following members of the Council were found to be present: Mayor Murphy, Councilmember Kitchens, Cooper, Campbell, Johnson, and Hollingsworth. Absent: None. A quorum being present the meeting proceeded with the transaction of business.

Mayor Murphy presided over the meeting. Shannon Burkett served as secretary. Ken Raines, City Attorney, was also in attendance.

Mayor Murphy called for any additions or corrections to the minutes presented for approval from the June 17, 2024 meeting. Motion was made by Councilmember Campbell, seconded by Councilmember Cooper, with unanimous approval to accept the minutes from the previous meeting. Motion carried.

Mayor Murphy asked for questions or comments regarding the bills presented for approval. Motion was made by Councilmember Kitchens, seconded by Councilmember Cooper, with unanimous approval to accept the bills for payment as presented. Motion carried. APPENDIX I

Mayor Murphy added to the agenda a request from Public Works to purchase a new garbage truck, which will be included in next year's budget because the delivery date on this truck is twelve months.

The first presentation was the FY23 Single Audit, which was reviewed with the Council by Chief Financial Officer Lewis Shealy at the workshop meeting. At that time, he explained that this audit was required because the City passed the $75,000 threshold of awarded funds. Mr. Shealy offered an overview of the findings, which was the highest rating of an unmodified opinion, with no material weaknesses. He had explained that they audited the USDA Funding on the construction of the Public Works Facility, and also review the CDBG Grant and the American Rescue Plan Funds received. Motion was made by Councilmember Cooper, seconded by Councilmember Campbell, with unanimous approval of the FY23 Single Audit. Motion carried.

Mayor Murphy stated that the next presentation was regarding the CWSRF Grant for the downtown sewer project. At the workshop meeting, Mayor Murphy explained that the ADEM Sewer Grant budget was 1.5 million, which was 1 million from ADEM and the remainder $500,000 of City funding, but the bids and all expenses came in at around 3 million. He mentioned that the proposal is to go ahead with the base bid and leave the alternates out at this time in hopes of receiving CDBG funds at a later date. Alan Killen, with Civil Southeast, was present to address questions, and Greg Smith, City Engineer, reviewed the different elements of the project, which included lining some of the sewer lines and other areas that are going to be replaced. Mr. Killen stated that this can be awarded in any order or combination of the base bid and alternate. Councilmember Hollingsworth asked if Alternate C should be included since they will be in that area and the bid on it was $104,200.00. After the discussion it was suggested to accept the base bid, including Alternate C, deductive Alternate A and deductive Alternate B, for the bid amount of $2,184,851.00. At this time during the regular Council meeting, Mayor Murphy asked if there was any other discussion or questions regarding this project. Councilmember Campbell asked if this would take care of the area behind the Trade School and was told that it is not. Mayor Murphy stated that this area is actually in the USDA loan.

The next item on the agenda is a request to purchase an in the 2024 Football Program for $500.00. Motion was made by Councilmember Hollingsworth, seconded by Councilmember Kitchens, with unanimous approval to purchase a $500.00 ad in the 2024 Football Program. Motion carried.

Mayor Murphy stated that the next item of business is the request from Public Works to purchase a new garbage truck for $265,000.00, which will be included in next year's budget. Motion was made by Councilmember Campbell, and seconded by Councilmember Cooper, to approve the request from Public Works to purchase a new garbage truck for $265,000.00. Mayor Murphy asked for any discussion on the motion. Councilmember Hollingsworth stated that our employees do a really good job, and Councilmember Cooper agreed explaining that she thinks they do an excellent job and everything is picked up on time. After discussion, Mayor Murphy called for a vote on the motion, which was unanimous to approve the request from Public Works to purchase a new garbage truck for $265,000.00. Motion carried.

The Council received a copy of Resolution No. 004-2024, pertaining to the CWSRF Project No. CS010893-01, awarding the low qualified bid to Suncoast Infrastructure, Inc., taking the Base Bid and Alternate C, for the Bid Amount of $2,184,851.00. Motion was made by Councilmember Hollingsworth, seconded by Councilmember Kitchens, with unanimous approval to adopt Resolution No. 004-2024, pertaining to the CWSRF Project No. CS010893-01, awarding the low qualified bid to Suncoast Infrastructure, Inc., taking the Base Bid and Alternate C, for the Bid Amount of $2,184,851.00. Motion carried. APPENDIX II

There being no further business to come before the Council, motion was made by Councilmember Cooper, seconded by Councilmember Campbell, with unanimous approval to adjourn. Motion carried.

APPROVED THIS 15th DAY OF July, 2024.

SECRETARY

MAYOR MURPHY

CITY OF ROBERTSDALE **ACCOUNTS PAYABLE** **APPENDIX____**

JULY 01, 2024 **BILL LIST**

Vendor Name	Description	Open	Paid
ACTION	SANITATION DOOR HANGERS	515.00	0.00
ACTION	SUMMER READING PROGRAM	0.00	108.00
AIRGAS USA, LLC	WELDING WIRE, WHIP & CORD- "FOR	875.84	0.00
AIRMEDCARE NETWORK	AIRMEDCARE MEMBERSHIP FEE	0.00	9600.00
AL DEPT OF TRANSPORTATION(M'TGOM	PROJ OVERRUN-TRAFFIC LIGHT MTN	0.00	736.72
ALABAMA PIPE & SUPPLY, INC.	(1) 30" BLACK PLASTIC PIPE W/BANDS	0.00	1168.54
ALL HYDRAULICS INC	REPAIRS TO TRUCK 36	0.00	1552.92
ALLIED CORROSION TESTING	2024 ANNUAL SURVEY FOR NATURAL	0.00	3816.00
ALTEGRA TECHNOLOGIES LLC	AltCMS WEBSITE HOSTING - BASIC	1140.00	0.00
ANIXTER POWER SOLUTIONS, LLC	(150) FARGOS, (150) SPLIT BOLT CONI	4545.00	1011.00
CARRIE J. BAGGETT	CITY HL-CLEANING SERV	200.00	200.00
BALDWIN COUNTY ECD	911 ADDRESSING	0.00	7657.00
BALDWIN EMC	CRYSTAL ORCHARD - PUMP STATION	102.00	0.00
BALDWIN EMC	HARVEST MEADOWS LIFT STATION	44.00	0.00
BALDWIN EMC	CRYSTAL POINTE	81.00	0.00
BALDWIN EMC	LIFT STATION HARVEST MEADOWS	54.00	0.00
BALDWIN EMC	LIFT STATION/CRYSTAL ORCHARD	53.00	0.00
BALDWIN EMC	COTTAGES @ AVENTURA - LIFT STATI	199.00	0.00
ALLISON R. BECK	SUMMER CAMP - TUTORING	1470.00	0.00
EVER E BEDOYA	IN-PERSON COURT INTERPRETATION	300.00	0.00
BOB BARKER COMPANY, INC.	JAIL SUPPLIES	0.00	453.72
CENGAGE LEARNING INC/GALE	LB / BOOKS	0.00	323.89
CENTRAL BALD CHAMBER OF COMMER	3RD QTR/ 2024 CONTRACT	0.00	4500.00
CENTRAL BALD CHAMBER OF COMMER	BOOTS & BANDANAS EXTRA TICKETS	0.00	100.00
CLEVERDON SOD FARM	CENTIPED ROLLS	249.00	0.00
COASTAL INDUSTRIAL SUPPLY LLC	SPECIALTY SCREWS - COLISEUM	51.25	0.00
COASTAL INDUSTRIAL SUPPLY LLC	TEFLON NUTS & LOCKS	33.94	0.00
COASTAL INDUSTRIAL SUPPLY LLC	LIFTING EYE NUTS	91.28	0.00
COBLENTZ EQUIPMENT & PARTS CO., IN	REPAIRS TO MOWTRIM	0.00	1428.57
CONSOLIDATED PIPE & SUPPLY	BLACKWATER RIDGE WATER MATERI	61423.00	1630.00
CONSOLIDATED PIPE & SUPPLY	(42) FT 15 SDR26 GREEN PVC PIPE	0.00	1743.00
CONSOLIDATED PIPE & SUPPLY	HYDRANT OIL	0.00	92.28
DAVISON FUELS & OIL COMPANY	FUEL FOR CITY VEHICLES	0.00	5466.68
DE LAGE LANDEN FIN SERV (COPIER)	LB/ COPIER CONTRACT	0.00	42.40
EMERALD TRANSFORMER	TRANSFORMER REPAIR	1326.88	0.00
EMPIRE PIPE MUNICIPAL	1X3/4 WATTS DUAL CHECK MSNXFIP &	0.00	606.48
EMPIRE PIPE MUNICIPAL	BRASS WATER STOCK	0.00	939.25
EMPIRE TRUCK SALES, LLC	MIRROR / GLASS FOR TRUCK #35	360.24	0.00
ENTERTAINMENT MGT SERVICES, LLC.	SUMMER READING PROGRAM	800.00	350.00
FERGUSON WATERWORKS #1204	5 GALLON HYDRA PLUG	156.62	0.00
FERGUSON WATERWORKS #1204	10 ROLLS OF MAT, BOX OF PINS	0.00	435.00
FERGUSON WATERWORKS #1204	PIPE MATERIAL FOR WWTP NEW CLA	0.00	408.43
FERGUSON WATERWORKS #1204	(4) 8" RUBBER GASKETS (4) 6" RUBBE	0.00	145.10
FORTILINE, INC.	PIPE SOAP, APPLICATOR	0.00	121.84
JUSTINE FRESH	SUMMER CAMP - VOLLEYBALL	140.00	0.00
GALLS, LLC	PD UNIFORMS	0.00	358.42
JENNY L GIPSON	COURT MILEAGE	0.00	43.21
JENNY L GIPSON	TUITION REIMBURSEMENT-BOOKS	0.00	1027.45
PEYTON GRANTHAM	SUMMER CAMP - SOFTBALL & VOLLEY	245.00	0.00
GRESCO SUPPLY, INC.	(30) 18" STANDOFF BRACKETS, (90) 3"	0.00	2241.00
GRESCO SUPPLY, INC.	HWY 59 UPGRADE	0.00	8382.50
ADRIENNE HENNIS	Copy edits, layout, print production - Q2 M	850.00	0.00
HERC RENTALS	8" HWY 59 SEWER REPAIR	0.00	9698.00
HERC RENTALS	PUMP VAC ASSIST - CIRCLE DRIVE	0.00	6650.69
HERC RENTALS	COMPOSITE DISCHARGE HOSE - W. IL	0.00	514.00
HERC RENTALS	PUMP VAC ASSIST W. ILLINOIS	2619.78	0.00
HUXFORD POLES & TIMBER CO, INC.	(15) 50' POLES	10025.00	0.00
IMPERIAL DADE	(1) CASE PAPER TOWELS, (1) CASE CI	61.80	0.00
IMPERIAL DADE	(4) CASES BROWN TRIFOLD TOWELS,	223.68	0.00
IMPERIAL DADE	(12) MOP HEADS	0.00	78.92
IMPERIAL DADE	(3) CASES WHITE TRIFOLD TOWELS	0.00	103.53
INFIRMARY OCCUPATIONAL HEALTH	DRUG & ALCOHOL SCREENS	0.00	70.00
KIMBALL MIDWEST	SHOP MATERIAL - TERMINALS, FUSES	0.00	983.56
LOWE'S BUSINESS ACCOUNT	OPERATING/JANITORIAL SUPPLIES	184.16	0.00
MAC'S AUTO GLASS	WINDSHIELD FOR 2021 TAHOE #2102	0.00	395.00
MAMA LOU'S RESTAURANT	INMATE MEALS	0.00	924.00
MEAGPOWER	POWER PURCHASED	0.00	333392.53
METALS USA	(5) SHEETS 4X8 316TH PLATE	0.00	972.50
MIKE HOFFMAN'S EQUIPMENT SERVICE	REPAIRS TO PW FUEL PUMPS	440.00	0.00
MITCHELL LANDSCAPE AND CONCRETE	SIDEWALK REPAIR	0.00	4200.00
MOBILE BAY MAGAZINE	2 YEAR SUBSCRIPTION	39.95	0.00

CITY OF ROBERTSDALE **ACCOUNTS PAYABLE** **APPENDIX____**

JULY 01, 2024 **BILL LIST**

MWCF INC	FINAL AUDIT BILLING	0.00	18072.00
OFFICE OF PROSECUTION SERVICES	PRETRIAL DIVERSION RECORDS	0.00	21.00
ONSOLVE LLC	UT BILLING - TEXT EXPENSE	600.00	0.00
ALEXIS OSORIO	SUMMER CAMP - VOLLEYBALL	70.00	0.00
PACE ANALYTICAL SERVICES, INC	WATER SAMPLES - PFAS, MET, FRB	275.00	2847.00
PARISH TRACTOR	REGULATOR FOR LAWNMOWER	879.75	0.00
CHERYL MARSON PARNELL	SUMMER CAMP - TUTORING	1470.00	0.00
PAYNE MANAGEMENT, INC.	PIPELINE COMP PRGR	0.00	2070.00
PITNEY BOWES (MTR)	STANDARD EQUIPMENT SERVICE	0.00	730.48
PNC BANK BUSINESS CARD	ALL CITY CREDIT CARD EXPENSES	0.00	39610.22
PURCHASE POWER	POSTAGE FOR METER	1500.00	0.00
QUALITY PRINTING & BUSINESS SYSTEI	LB/ COPIER MTN EXPENSE	131.46	167.21
READY MIX U.S.A.	3YDS CONCRETE	398.00	572.00
REGAN MECHANIX LLC	REPAIRS TO CAT 320	0.00	953.02
RIVIERA UTILITIES (1)	GAS PURCHASED- CITY GATES	5200.77	0.00
RIVIERA UTILITIES (1)	GAS @ FAIRGROUND ROAD	164.26	0.00
RIVIERA UTILITIES (1)	TRAFFIC LIGHT @ CBMS & HWY 59	34.66	0.00
RIVIERA UTILITIES (1)	GAS @ NEW PUB WKS BLDG	104.25	0.00
ROBERTSDALE HIGH SCHOOL (ROTC)	DONATION - RHS NJROTC	0.00	1500.00
SANSOM EQUIPMENT COMPANY INC.	SEWER CLEANER	0.00	87809.00
S & H CREATIONS	(36) NAVY & TAN MESH HATS	457.20	0.00
SHEPPARD SERVICES, LLC	PUMP FOR DAYCARE	1877.05	0.00
SHERWIN-WILLIAMS	PAINT FOR FIRE HYDRANTS	0.00	199.05
SNAP-ON CREDIT LLC	SOFTWARE SUBSCRIPTION	0.00	58.25
SOUTHEASTERN INVESTIGATIVE GROU	CSO HOMICIDE INVESTIGATION	459.54	0.00
STUART C. IRBY CO.	(12) JUNCTION 3 WAY, (50) GUY GUAR	190.00	3140.40
STUART C. IRBY CO.	(25) CUTOUTS	2947.50	0.00
TEAM ONE COMMUNICATIONS, INC.	DIGITAL PORTABLE RADIOS REPROGI	0.00	420.00
TUBBYS TEES, INC	SUMMER CAMP TSHIRTS, TSHIRT FOF	0.00	2290.30
UNITED BANK	USDA SEWER INTEREST	0.00	6595.80
USA BLUEBOOK, LTD	MAGNESIUM CHLORIDE/POTASSIUM F	461.05	0.00
VULCAN INC	(5) "NO OUTLET" SIGNS, (5) BRACKETS	0.00	332.50
LORI N WALKER	SUMMER CAMP - TUTORING	1470.00	0.00
	Open & Paid Invoice Totals:	**$107,590.91**	**$582,060.36**
	Grand Total of Open & Paid Invoices:		**$689,651.27**

AWARD RESOLUTION NO. 007-2024

WHEREAS, the City of Robertsdale plans to proceed with **CWSRF Project No. CS010893-01, Sanitary Sewer Improvements** and;

WHEREAS, the City of Robertsdale did legally advertise the bid opening date of Wednesday, June 12, 2024, in accordance with Alabama State Law, and on that date opened all bids in public and read them aloud, and;

WHEREAS, the Engineers have subsequently checked all bids received, and have recommended that the contract be awarded to the low bidder.

THEREFORE, BE IT RESOLVED that the contract for the **CWSRF Project No. CS010893-01, Sanitary Sewer Improvements** be awarded to the low bidder as follows:

Suncoast Infrastructure, Inc.
Base Bid + Deductive Alternate A + Deductive Alternate B
Bid Amount: $2,184,851.00

Passed this 1st day of July, 2024, by the City of Robertsdale.

Shannon J. Burkett
City Clerk

Charles H. Murphy
Mayor

The City Council of the City of Robertsdale, Alabama met Monday, July 15, 2024 at 8:00 a.m. in the Council Chambers of Robertsdale City Hall, that being the date, time and place for such meeting.

Upon roll call, the following members of the Council were found to be present: Mayor Murphy, Councilmember Kitchens, Cooper, Campbell, Johnson, and Hollingsworth. Absent: None. A quorum being present the meeting proceeded with the transaction of business.

Mayor Murphy presided over the meeting. Shannon Burkett served as secretary. Ken Raines, City Attorney was also in attendance.

Mayor Murphy called for any additions or corrections to the minutes presented for approval from the July 1, 2024 meeting. Motion was made by Councilmember Campbell, seconded by Councilmember Cooper, with unanimous approval to accept the minutes of the previous meeting as presented. Motion carried.

Mayor Murphy asked for questions or comments regarding the bills presented for approval. There being none, motion was made by Councilmember Kitchens, seconded by Councilmember Cooper, with unanimous approval to accept the bills as presented. Motion carried. APPENDIX I

The first presentation was regarding the proposed layout on fields on the Fairground Road property. Mayor Murphy discussed the layout of the six fields for football, band practice and soccer, and the need for drainage. Councilmember Hollingsworth voiced his concerns with the fields explaining that the school needs the practice fields, but worries about the park area being opened to the public that close to the school. He commended the City for helping the school with practice fields but was still concerned with the park area. Mayor Murphy reminded the Council that this property was offered in 2018 to the School Board for purchase but they did not. He mentioned that in the proposed layout there will be additional parking and along with the irrigation of the fields, two they will sod and sprig the remaining four. After further discussion, motion was made by Councilmember Hollingsworth to table this item until the next meeting to talk about at the work session, the motion was seconded by Councilmember Campbell, stating that she would like to walk the grounds of the property. Mayor Murphy called for a roll call vote and the results were as follows: Yea: Councilmember Campbell, Johnson and Hollingsworth. Nay: Mayor Murphy, Councilmember Kitchens and Cooper. Mayor Murphy stated that the motion failed. He mentioned that if it is the mind of the Council, this can be brought back up at the next meeting.

Mayor Murphy stated that the next presentation is pertaining to the franchise ordinances from Southern Light and Uniti GulfCo. He mentioned that there is an existing franchise and pole attachment for Southern Light that they are requesting to renew, and the franchise ordinance and pole attachment from Uniti GulfCo are basically the same, so the speculation is that Southern Light may be selling the company and they are asking that both be adopted. Councilmember Campbell asked is this would be for large businesses or residential. Mayor Murphy stated that they will service residential but that is not their market and they have not expressed that.

The next item on the agenda is a surplus request from Public Works on the sewer jetter trailer. Mayor Murphy mentioned that this unit has already been replaced. Motion was made by Councilmember Cooper, seconded by Councilmember Campbell, with unanimous approval of the surplus request from Public Works on the sewer jetter trailer. Motion carried.

Mayor Murphy stated that the next item of business is the surplus request of miscellaneous office equipment. Motion was made by Councilmember Kitchens, seconded by Councilmember Hollingsworth, with unanimous approval to surplus the miscellaneous office equipment. Motion carried.

The Council received an ad request for Media Day from Gulf Coast Media. Motion was made by Councilmember Kitchens, seconded by Councilmember Cooper, with unanimous approval to purchase the half page advertisement for $500. Motion carried.

Mayor Murphy stated that the next item on the agenda is the authorization to solicit debris removal and disposal bids. Motion was made by Councilmember Hollingsworth, seconded by Councilmember Cooper, with unanimous approval to authorize the City to solicit bids for debris removal and disposal services. Motion carried.

The next item of business was the Pole Attachment Agreement with Southern Light. Mayor Murphy mentioned that the City Attorney and his office has reviewed these agreements. Motion was made by Councilmember Hollingsworth, seconded by Councilmember Cooper, with unanimous approval of the Pole Attachment Agreement with Southern Light. Motion carried.

Mayor Murphy stated that the next item is the Pole Attachment Agreement with Uniti GulfCo. Motion was made by Councilmember Kitchens, and seconded by Councilmember Cooper, to approve the Pole Attachment Agreement with Uniti GulfCo. Mayor Murphy asked for any discussion regarding the motion. Councilmember Hollingsworth asked if they are already attached to the poles, and Mayor Murphy stated that Southern Light does use some of the poles, at $25 per pole. Greg Smith, City Engineer, explained that they submit a permit application requesting a pole attachment and the City keeps a total. With no further discussion, Mayor Murphy called for a vote on the motion, which was unanimous to approved the Pole Attachment Agreement with Uniti GulfCo. Motion carried.

The Council received a copy of Resolution No. 008-2024, regarding the submission of the FY24 Community Development Block Grant application. Stacy McKean addressed the Council the Council explaining that this is a sewer rehabilitation grant of $500,000 with a ten percent matching funds requirement that the City would contribute. She mentioned that they had previously hired Civil Southeast for the preliminary engineering for the submission of the application, and this is allowing the City to move forward with the application process. Motion was made by Councilmember Cooper, seconded by Councilmember Campbell, with unanimous approval to adopt Resolution No. 008-2024, regarding the submission of the FY24 Community Development Block Grant application. Motion carried. APPENDIX II

The Council received a copy of Ordinance No. 012-2024, pertaining to the Franchise Agreement with Southern Light. Motion was made by Councilmember Cooper, seconded by Councilmember Kitchens, that all rules unless suspended would prevent the immediate passage and adoption of Ordinance No. 012-2024, at this meeting and the same passed and adopted by unanimous vote of the Council. Mayor Murphy called for a roll call vote and the results were as follows: Yea: Mayor Murphy, Councilmember Kitchens, Cooper, Campbell, Johnson, and Hollingsworth. Nay: None. Motion carried.

Motion was made by Councilmember Campbell, seconded by Councilmember Cooper, that Ordinance No. 012-2024, pertaining to the Franchise Agreement with Southern Light, be passed by vote of the Council. Mayor Murphy called for a roll call vote and the results were as follows: Yea: Mayor Murphy, Councilmember Kitchens, Cooper, Campbell, Johnson, and Hollingsworth. Nay: None. Motion carried. APPENDIX III

The Council received a copy of Ordinance No. 013-2024, regarding the Franchise Agreement with Uniti GulfCo. Motion was made by Councilmember Campbell, seconded by Councilmember Cooper, that all rules unless suspended would prevent the immediate passage and adoption of Ordinance No. 013-2024, at this meeting and the same passed and adopted by unanimous vote of the Council. Mayor Murphy called for a roll call vote and the results were as follows: Yea: Mayor Murphy, Councilmember Kitchens, Cooper, Campbell, Johnson, and Hollingsworth. Nay: None. Motion carried.

Motion was made by Councilmember Kitchens, seconded by Councilmember Cooper, that Ordinance No. 013-2024, regarding the Franchise Agreement with Uniti GulfCo, be passed by vote of the Council. Mayor Murphy called for a roll call vote and the results were as follows: Yea: Mayor Murphy, Councilmember Kitchens, Cooper, Campbell, Johnson, and Hollingsworth. Nay: None. Motion carried. APPENDIX IV

There being no further business to come before the Council, motion was made by Councilmember Cooper, seconded by Councilmember Campbell, with unanimous approval to adjourn. Motion carried.

APPROVED THIS 5th DAY OF August, 2024.

SECRETARY

MAYOR

CITY OF ROBERTSDALE **ACCOUNTS PAYABLE** **APPENDIX____**

JULY 15, 2024 **BILL LIST**

Vendor Name	Description	Open	Paid
ACTION	TROUBLE CALL FORMS	0.00	165.00
ACTION	(2) SETS BUSINESS CARDS	170.00	0.00
ACTION	(1) 12X12 METAL SIGN - AREA UNDE	30.00	0.00
ACTIVE911, INC.	ACTIVE ALERT ALERTING SUBSCRIF	519.75	0.00
AEIC, LLC	ANNUAL ELEVATOR INSPECTION	90.00	0.00
AFLAC	EMPLOYEE PAID/ INS PREMS	0.00	996.34
AL ASSOC OF CHIEFS OF POLICE	LT. HEATH BRILL / MEMBER DUES	100.00	0.00
ALABAMA PIPE & SUPPLY, INC.	PRE-CASE CONCRETE BOX & PIPE	0.00	6284.70
ALABAMA PIPE & SUPPLY, INC.	(3) 24" X 8" RING & COVER	0.00	1617.00
AL DEPT OF LABOR	COLISEUM - ELEVATOR CERT OF OF	75.00	0.00
KINSEY ALLEN	SUMMER CAMP - CHEER	210.00	0.00
ANIXTER POWER SOLUTIONS, LLC	(150) FARGOS, (150) SPLIT BOLT CO	0.00	576.00
ARISTA INFORMATION SYSTEMS, INC.	UT BILLS- PRINT SERVICE & POSTAC	3165.14	0.00
AT&T MOBILITY	ALL CITY CELL PHONE	1131.47	0.00
AT&T MOBILITY	ALL CITY CELL PHONE	39.24	0.00
AT&T MOBILITY	ALL CITY CELL PHONE	67.01	0.00
AT&T MOBILITY	ALL CITY CELL PHONE	46.96	0.00
AT&T MOBILITY	ALL CITY CELL PHONE	15.65	0.00
AT&T MOBILITY	ALL CITY CELL PHONE	15.66	0.00
AT&T MOBILITY	ALL CITY CELL PHONE	415.01	0.00
AT&T MOBILITY	ALL CITY CELL PHONE	301.78	0.00
AT&T MOBILITY	ALL CITY CELL PHONE	266.32	0.00
AT&T MOBILITY	ALL CITY CELL PHONE	109.57	0.00
AT&T MOBILITY	ALL CITY CELL PHONE	172.40	0.0.
AT&T MOBILITY	ALL CITY CELL PHONE	200.16	0.00
CARRIE J. BAGGETT	CITY HL-CLEANING SERV	200.00	200.00
BALDWIN CO ECONOMIC DEV ALLIANC	QTR 3 2024 ALLIANCE CONTRIBUTIC	2400.00	0.00
BALDWIN EMC	STREET LIGHTS / ERRYBANE ACRES	0.00	323.90
BALDWIN EMC	GRINDER PUMP/GROVE PARC SUB	0.00	209.00
BALDWIN EMC	LIFT STATION/SHADOWBROOK	0.00	51.00
BALDWIN PORTABLE TOILETS	PORTABLE TOILET - JOB SITE 53918	0.00	187.00
BALDWIN PORTABLE TOILETS	PORTABLE TOILET - JOB SITE 33314	0.00	110.00
EVER E BEDOYA	IN-PERSON COURT INTERPRETATIC	150.00	150.00
GERALD WARD BIGGS JR	SUMMER CAMP - BASKETBALL	70.00	0.00
WALTER "GEX" BILLUPS JR	SUMMER CAMP - FOOTBALL	0.00	595.00
TOM BIRKS	JUNE/2024 COURT CONTRACT SER\	0.00	1800.00
CHASE BISHOP	FIREFIGHTER CALL OUT PAY	0.00	70.00
BLACKMON INSURANCE AGENCY	24-25 CPP END PREMIUM	0.00	206.00
DAVID E BLANCHARD	SUMMER CAMP - BASEBALL	0.00	420.00
BOB BARKER COMPANY, INC.	JAIL SUPPLIES	0.00	32.58
JACK N. D. BODREE	SUMMER CAMP - BASEBALL	0.00	420.00
BRIGHTSPEED	UT DEPT/ PHONE EXPENSE	0.00	384.82
BRIGHTSPEED	LB/ PHONE EXPENSE	667.40	0.00
BRIGHTSPEED	LONG DISTANCE	7.02	0.00
MARK BROWN	FIREFIGHTER CALL OUT PAY	0.00	470.00
C SPIRE	CITY HALL, PD, FD, SR, LB & UT / PH	2348.08	0.00
CAMPBELL HARDWARE	UT,EL,WA,RC,SW, PW/ OPER SUPPL	923.22	0.00
CENTRAL BALD CHAMBER OF COMME	DONATION	0.00	0.00
CHUCK STEVENS AUTOMOTIVE	REPAIRS TO PD VEHICLE	3174.37	0.00
CITIZENS' BANK	COLISEUM PAYMENT	10954.20	0.00
CIVICPLUS LLC	MUNICODE ADMIN SUPPORT FEE	0.00	250.00
CIVIL SOUTHEAST ENGINEERING GRO	CWSRF DOWNTOWN SEWER PROJI	0.00	4815.00
COASTAL INDUSTRIAL SUPPLY LLC	(12 PKS) L, (12 PKS) XL GLOVES	0.00	1120.32
COASTAL INDUSTRIAL SUPPLY LLC	SAFETY BOLTS GARRETT PARK PLA	0.00	63.50
COASTAL INDUSTRIAL SUPPLY LLC	SHOP FAN	349.99	0.00
COCKRELL'S BODY SHOP OF ROBERT	REPAIRS TO DODGE JOURNEY (FIRI	0.00	2543.11
JAMES PARRISH COLEMAN	JUNE/2024 COURT CONTRACT SER\	0.00	1800.00
CONSOLIDATED PIPE & SUPPLY	MAN HOLE RING & COVER	0.00	640.00
CONSOLIDATED PIPE & SUPPLY	(34) WATER REGISTERS	0.00	5100.00
CONSOLIDATED PIPE & SUPPLY	BLACKWATER RIDGE SEWER MATE	185.00	1260.00
CORE & MAIN LP	(10) IPERL 1 TRPL 6' 2W 1G SM 7WH	2365.40	0.00
CRAFT TRAINING FUND	NON-RESIDENTIAL PERMIT FEES	0.00	1090.00
ROYE E CROSSWHITE	FIREFIGHTER CALL OUT PAY	0.00	440.00
HUBERT LAMAR DARBY	FIREFIGHTER CALL OUT PAY	0.00	180.00
DAVISON FUELS & OIL COMPANY	FUEL FOR CITY VEHICLES	3435.04	4195.53
DE LAGE LANDEN FIN SERV (COPIER)	UT DEPT / COPIER CONTRACT	0.00	288.84
DE LAGE LANDEN FIN SERV (COPIER)	LB/ COPIER CONTRACT	0.00	199.92
DE LAGE LANDEN FIN SERV (COPIER)	CTY HL/ COPIER CONTRACT	711.02	0.00
DE LAGE LANDEN FIN SERV (COPIER)	PD / COPIER CONTRACT	0.00	193.33
DIAMOND M&A ELECTRIC, LLC	REPAIRS AT 18335 E. ILLINOIS ST	0.00	375.00
EAST BAY ELECTRIC, CO. LLC	HWY 59 POLE REPLACEMENT PROJ	20400.00	0.00

CITY OF ROBERTSDALE **ACCOUNTS PAYABLE** **APPENDIX____**

JULY 15, 2024 **BILL LIST**

EQUIPMENT CONTROLS CO	(1) INDEX 4CIR 2FT 4OZ, (1) 3/4" 142	133.19	0.00
FASTENAL	IBUPROHEN, ASPIRIN	38.12	0.00
HEATHER FELLER	PZK & SR CNTR-CLEANING SERV	1425.00	0.00
FERGUSON WATERWORKS #1204	PARTS FOR WATER LEAK @ COLLE	572.38	0.00
FERGUSON WATERWORKS #1204	WATER SUPPLIES	0.00	265.00
FERGUSON WATERWORKS #1204	SEWER / WATER STOCK	102.00	2623.50
FORTILINE, INC.	JUMBO METER BOX FOR BEHIND CI	0.00	214.00
FORTILINE, INC.	(5) 6"X1" TAPPING SADDLES	187.75	0.00
FORTILINE, INC.	(4) 8X15 REPAIR CLAMPS	0.00	858.84
DILLION LEE FOSHEE	FIREFIGHTER CALL OUT PAY	0.00	80.00
GALLS, LLC	(7) GHOST EAR MOLD	68.53	0.00
RONALD A GIVENS	CDL-RENEWAL	66.25	0.00
GLOBAL SOLUTIONS AND DATA SERVI	SOFTWARE EVALUATION	0.00	1000.00
BRADLEY R GOLDMAN	SUMMER CAMP - FOOTBALL	0.00	595.00
GREER'S #34	SUPPLIES FOR FD	268.37	0.00
GRESCO SUPPLY, INC.	(10) DECORATIVE LANTERN POLES,	5990.00	0.00
GRESCO SUPPLY, INC.	(11) 8' FIBERGLASS TANGENT ARMS	0.00	2805.00
GRESCO SUPPLY, INC.	2 POLE SAWS	0.00	1550.00
GRESCO SUPPLY, INC.	MILWAUKEE BATTERIES	0.00	1470.00
GULF COAST BLDG SUPPLY & HARDW	REPR & MTN TO BLDGS, OPER & MIS	0.00	4959.74
GULF COAST MEDIA	NOTICE TO PUBLIC REQUEST FOR F	0.00	231.38
HANSSEN GLASS, LLC	FRONT DOOR REPAIRS AT PD (REM	0.00	5887.00
LEO HELTON	RIGHT OF WAY TREE WORK - ALLEY	2000.00	0.00
HERC RENTALS	15IN AIR PLUG	0.00	80.00
HERC RENTALS	PUMP VAC ASSIST CIRCLE DR	0.00	828.83
KATILYN HERNANDEZ	SUMMER CAMP - BASKETBALL	315.00	0.00
EMILY HOBBS	LIB- CLEANING SERV	0.00	720.00
HOLLAND'S PAINT & BODY	PAINT 2024 TAHOE	0.00	2659.00
REBECCA HOLTSCLAW	FIREFIGHTER CALL OUT PAY	0.00	30.00
IMPERIAL DADE	(2) CASES 45 GALLON BLACK TRASH	0.00	85.56
IMPERIAL DADE	(2) CASES PAPER TOWELS, (1) CASE	0.00	149.75
JADE CONSULTING	1726 SIDEWALKS WORK	2006.38	0.00
JADE CONSULTING	SIDEWALK PROJECT - CONSTRUCTI	2325.00	0.00
RUSTEE L KAROLYI	MONTHLY MILEAGE	0.00	39.66
TYLER H. KELLEY	SUMMER CAMP - FOOTBALL	0.00	595.00
BEN KISER	CLEANING @ PZK	0.00	150.00
SHAWNA KNOWLES	FIREFIGHTER CALL OUT PAY	0.00	80.00
STEPHANIE A KROLL	MONTHLY MILEAGE-CELL PHONE-MI	231.30	0.00
LOCAL GOVERNMENT SERVICES, LLC	SOUTHERN LIGHT, LLC AUDIT	6000.00	0.00
MICHAEL J LUCAS	FIREFIGHTER CALL OUT PAY	0.00	50.00
MAGNOLIA BLOSSOM CAFE	BREAKFAST SPREAD - ANNIVERSAR	300.00	0.00
MAMA LOU'S RESTAURANT	INMATE MEALS	0.00	996.00
MARINE RIGGING INC.	CABLE FOR CRANE & CLARIFIER	206.65	0.00
MICHAEL MCDANIEL	PRACTICE FIELD PROJECT	0.00	2625.00
JAMES EDWARD MCDONALD	FIREFIGHTER CALL OUT PAY	0.00	880.00
CHARLES DANIEL MERCHANT	SUMMER CAMP - FOOTBALL	140.00	0.00
MIDDLETON AUTO PARTS	REPR & MNT TO VEHICLES & EQUIP	0.00	3985.69
MISSION COMMUNICATIONS, LLC	(10) AC CURRENT SWITCH	390.85	0.00
NICHOLAS TYLER MOORE	FIREFIGHTER CALL OUT PAY	0.00	730.00
ROBERT W MOORER	SUMMER CAMP - BASEBALL	0.00	420.00
JOHN MULLEN	SUMMER CAMP - BASEBALL	0.00	420.00
CHARLES H. MURPHY	MONTHLY MILEAGE/PHONE/MISC EX	0.00	380.19
NAFECO	FIREHOUSE GRANT FUNDS	0.00	15406.00
OFFICE OF PROSECUTION SERVICES	PRETRIAL DIVERSION RECORDS	0.00	21.00
OPERATOR CERTIFICATION PROGRAM	TRISTAN THOMAS	0.00	325.00
O'REILLY AUTO PARTS	JUMP BOX FOR TRUCK 29	199.99	0.00
O'REILLY AUTO PARTS	SANDPAPER, PAINT	31.45	0.00
O'REILLY AUTO PARTS	WINDSHIELD WIPERS TRUCK # 10	40.78	0.00
OTC BRANDS, INC	LB - OPPERATIONAL EXPENSE	0.00	207.32
OTC BRANDS, INC	LB-OPPERATIONAL / READ ACROSS	0.00	2274.29
OTC BRANDS, INC	INFLATABLE REINDEER RING TOSS	0.00	34.54
OTC BRANDS, INC	AIRBLOWN SPIDER WITCH HAT	0.00	82.06
PACE ANALYTICAL SERVICES, INC	WATER SAMPLES	275.00	275.00
PARISH TRACTOR	WORK DONE ON ZT MOWER & MINI	0.00	557.10
PARISH TRACTOR	72" SMOOTH BOTTOM BUCKET	0.00	2399.00
PARISH TRACTOR	BUSH HOG BLADE & BOLT	0.00	180.25
PARISH TRACTOR	REPAIR SKID STEER AIR CONDITION	0.00	1418.56
PARISH TRACTOR	WIRING HARNESS FOR SKID STEER	0.00	409.97
PARISH TRACTOR	HUB FOR LAWN MOWER	0.00	341.12
NICHOLAS B PARKER II	FIREFIGHTER CALL OUT PAY	0.00	80.00
NICHOLAS B PARKER	FIREFIGHTER CALL OUT PAY	0.00	150.00
PAUL E PATTERSON	FIREFIGHTER CALL OUT PAY	0.00	760.00

CITY OF ROBERTSDALE **ACCOUNTS PAYABLE** **APPENDIX____**

JULY 15, 2024 **BILL LIST**

PYROTECNICO FIREWORKS INC.	FIREWORKS DISPLAY 2024	10000.00	0.00
QUALITY RECORDING SOLUTIONS, LL(	ANNUAL SVC AGREEMENT ON EVEN	0.00	3500.00
RACINE FEED, GARDEN & SUPPLY	BAG OF BROWN TOP, TOMATO STA	0.00	114.50
RACINE FEED, GARDEN & SUPPLY	CHEMICALS FOR ROW	0.00	309.95
RACINE FEED, GARDEN & SUPPLY	ANT & WEED KILLER	0.00	164.68
RACINE FEED, GARDEN & SUPPLY	BROWN TOP, CENTIPEDE FOR STYF	0.00	614.00
RACINE FEED, GARDEN & SUPPLY	WAND & GASKET FOR SPRAYER	0.00	34.15
KENNETH R. RAINES LAW FIRM	RETAINER & LEGAL EXPENSES FOR	3676.64	950.00
JACOB DANIEL RAMSEY	SUMMER CAMP - SOCCER	105.00	105.00
DAWN RANDALL	SUMMER CAMP - CRAFT & SCIENCE	0.00	2800.00
REGAN MECHANIX LLC	REPAIRS TO TRUCK 32	2298.43	0.00
ROBERTSDALE HIGH SCH (FOOTBALL	FOOTBALL PROGRAM ADVERTISEMI	0.00	500.00
ROBERTSDALE POWER EQUIP	CHAINSAW REPAIRS	0.00	234.79
ROBERTSDALE POWER EQUIP	CHAIN SAW BLADES	0.00	260.61
ROBERTSDALE POWER EQUIP	WEED EATER STRING	0.00	186.76
ROBERTSDALE POWER EQUIP	FILTERS, KNOB FASTENER	0.00	45.41
ROBERTSDALE POWER EQUIP	POLE SAW PART	0.00	4.30
RYAN RODRIGUEZ	SUMMNER CAMP - BASEBALL	0.00	420.00
SAM'S CLUB / SYNCHRONY BANK	ALL CITY/ OPER SUPP, JANT SUP, RI	0.00	3538.90
SANDRA O. SAWYER	SUMMER CAMP - SCIENCE & CRAFT	0.00	2800.00
SANDRA O. SAWYER	REIMBURSE MATERIALS	0.00	529.82
SEQUEL ELECTRICAL SUPPLY LLC	MULTI METER & HAND TOOLS	0.00	410.51
SEQUEL ELECTRICAL SUPPLY LLC	(1000 FT) PRIORITY WIRE 6-03 MCA I	0.00	4887.71
SEQUEL ELECTRICAL SUPPLY LLC	ELECTRICAL MATERIAL FOR FANS A	708.19	0.00
SMITH INDUSTRIAL SERVICE, INC	CLEANED 5 CULVERTS FULL OF DIR	0.00	2219.25
BRIAN SOBER	FIREFIGHTER CALL OUT PAY	0.00	240.00
SOUTHERN COMPANY SERVICES, INC	TRANSMISSION & ANCILLARY SERV	0.00	64970.13
SOUTHERN SOFTWARE, INC.	RENEWAL SUPPORT FEE FPS	780.00	0.00
ROBERT THURSTON STAFFORD	FIREFIGHTER CALL OUT PAY	0.00	70.00
STERICYCLE, INC.	SHRED IT SVCS - PW	81.92	0.00
STERICYCLE, INC.	SHRED IT SVCS - PD	73.04	0.00
STEWART ENGINEERING INC	PROFESSIONAL SVCS JUNE 2024	0.00	3570.00
STIVERS CHRYSLER DODGE JEEP RAI	(2) 2024 DODGE DURANGOS PPV	91318.72	0.00
STUART C. IRBY CO.	(40) STERLING LOCKS & KEYS	0.00	359.60
SUMMERDALE WESTERN STORE	UNIFORMS	245.00	0.00
SWDA BALDWIN COUNTY	LANDFILL EXPENSES	12404.58	0.00
SWEAT TIRE CO INC	TIRE REPAIR	50.00	0.00
SWEAT TIRE CO INC	TIRE REPAIR TRUCK 50	25.00	0.00
SWEAT TIRE CO INC	TIRES FOR TRUCK 10	1134.80	0.00
SWEAT TIRE CO INC	2 RIMS FOR GARBAGE TRUCK #36	416.94	0.00
SWEAT TIRE CO INC	TIRES FOR TRUCK 36	1164.44	0.00
SWEAT TIRE CO INC	TIRES FOR TRUCK 37	3225.20	0.00
SWEAT TIRE CO INC	TIRES FOR LAWNMOWER	337.48	0.00
TASC	ADMIN FEE - ACA REPORTING	114.84	0.00
BLAKE A TAYLOR	FIREFIGHTER CALL OUT PAY	0.00	870.00
TeamLogic IT	SERVICE @ CITY HALL, PD & PW	1210.99	0.00
TeamLogic IT	SERVER MANAGED SERVICES (4/01/	0.00	4200.00
THE BANK OF NEW YORK MELLON, N./	Project No. FS010254-01	635.00	0.00
THOMSON REUTERS - WEST	SOFTWARE SUBSCRIPTION CHRGS	341.25	0.00
JEREMY TICE	SUMMER CAMP - FOOTBALL	0.00	595.00
DEBORAH TOLER	MONTHLY MILEAGE	0.00	70.48
TONY'S TOWING, INC.	TOWING TRUCK 38 FROM LANDFILL	612.50	0.00
SAMUEL E TRAMUTOLO	SUMMER CAMP - FOOTBALL	0.00	595.00
TRANSARMOUR	(4) 50 KVA 120/240 POLEMOUNT TRA	8400.00	0.00
ULINE	(1) 48X18X63 WIRE SHELF	0.00	275.04
ULINE	(3) CASES GATORADE	0.00	844.75
USA BLUEBOOK, LTD	BUFFER PILLOWS, WEIGHTED VOLA	478.86	0.00
US DEPARTMENT OF ENERGY	SEPA - POWER PURCHASED	30423.37	0.00
WALMART COMMUNITY/ CAPITAL ONE	OPERATING/JANITORIAL SUPPLIES	0.00	1217.74
WM CORPORATE SERVICES, INC.	WASTE DISPOSAL COLISEUM	0.00	3479.61
WM CORPORATE SERVICES, INC.	WASTE DISPOSAL WWTP	0.00	1506.49
WM CORPORATE SERVICES, INC.	WASTE DISPOSAL WWTP 2ND DUMI	0.00	2066.63
WM CORPORATE SERVICES, INC.	WASTE DISPOSAL CITY PARK	0.00	718.30
WM CORPORATE SERVICES, INC.	WASTE DISPOSAL PZK/CIVIC CTR	0.00	187.75
CODY WHITEHEAD	FIREFIGHTER CALL OUT PAY	0.00	200.00
KYLAR WILSON	FIREFIGHTER CALL OUT PAY	0.00	220.00
SHANE V WILSON	FIREFIGHTER CALL OUT PAY	0.00	310.00
	Open & Paid Invoice Totals:	**$249,058.04**	**$214,385.10**
	Grand Total of Open & Paid Invoices:		**$463,443.14**

RESOLUTION # 008-2024

WHEREAS, the Alabama Department of Economic and Community Affairs (ADECA) is accepting applications from municipal governments for Program Year 2024 for a Community Development Block Grant (CDBG) funds made available through the United States Department of Housing and Urban Development (HUD); and

WHEREAS, the City of Robertsdale has identified community development needs and determined that there is a critical need to provide sewer rehabilitation in older areas of the City where high concentrations of low to moderate income persons reside; and

WHEREAS, a public hearing was held on June 17, 2024 informing the public of the availability of the funds and gathering input from the public regarding community development needs;

NOW, THEREFORE IT BE RESOLVED, that the City Council of the City of Robertsdale authorizes the submission of a grant application to ADECA requesting $500,000 in PY 2024 Large City CDBG Funds; and

BE IT FURTHER RESOLVED, that the City of Robertsdale agrees to provide $50,000 or 10% in cash matching contributions toward the project, for a total project cost of $550,000; and

BE IT FURTHER RESOLVED that the City Council authorizes the Mayor to sign all required grant application documents on behalf of the City.

APPROVED AND ADOPTED by the City of Robertsdale on July 15, 2024.

Charles Murphy, Mayor 7/15/2024
Date

Shannon Burkett, Clerk 7-15-2024
Date

ORDINANCE NO. 012-2024

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO SOUTHERN LIGHT, LLC, FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A FIBER-OPTIC TRANSMISSION LINE WITHIN CERTAIN PUBLIC RIGHTS-OF-WAY WITHIN THE CITY OF ROBERTSDALE, ALABAMA

WHEREAS, on July 15, 2024, the City of Robertsdale, Alabama ("City") adopted Ordinance No. 012-2024 which granted Southern Light, LLC ("Southern Light ") a non-exclusive franchise ("Southern Light 2004 Franchise") to construct and operate a fiber optic transmission line in the City; and

WHEREAS, Southern Light is an indirectly owned subsidiary of Uniti Group Inc. ("Uniti Group"); and

WHEREAS, Uniti Fiber GulfCo LLC ("Uniti GulfCo") is also an indirectly owned subsidiary of Uniti Group; and

WHEREAS, Uniti Group now seeks from the City another franchise to secure an asset backed securities lending facility ("ABS") whereby Uniti Group will transfer certain assets from Southern Light to Uniti GulfCo; and

WHEREAS, Uniti Group will assign certain assets to Uniti GulfCo in support of the ABS; and

WHEREAS, certain facilities installed and operating in the City's right-of-way may be owned by Uniti GulfCo while others will be owned by Southern Light; and

WHEREAS, to the extent that the facilities in the rights-of-way are shared between Uniti GulfCo and Southern Light, Uniti GulfCo and Southern Light will enter an intercompany agreement to allow access to those shared facilities; and

WHEREAS, the City intends by adoption of this Agreement to grant Southern Light a new franchise and the City also plans to adopt a separate, substantially identical, franchise agreement for Uniti GulfCo; and

WHEREAS, Uniti GulfCo and Southern Light will be jointly and severally liable for any noncompliance that may occur under the Uniti GulfCo franchise agreement and this Franchise since each franchise conveys identical terms for the use of the right-of-way in the City; and

WHEREAS the City Council wishes to grant a franchise for the construction of the fiber-optic transmission line in accordance with the terms and conditions contained herein.

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

The City Council of the City of Robertsdale does hereby grant to Southern Light, LLC a non-exclusive franchise granting the limited authority to construct a fiber-optic transmission line in the City of Robertsdale in and along its Rights-of-way subject to the terms and conditions set forth below.

WITNESSETH:

The City does hereby grant to Southern Light, LLC, an Alabama limited liability company, a non-exclusive franchise as set out below to operate and construct a fiber-optic transmission line:

SECTION 1. Defined Terms. For purposes of this Franchise, the following terms, words and phrases shall have the meanings set forth below. When not inconsistent with the context, words used in the singular number shall include the plural number, and words in the plural number shall include the singular.

1.1 "City" means the City of Robertsdale, Alabama.

1.2 "Franchisee" means Southern Light, LLC, or the lawful success transferee, or assignee thereof.

1.3 "Governing Body" or "City Council" means the City Council of the City of Robertsdale, Alabama.

1.4 "Gross Revenue" means all local revenues, in whatever form and from all sources, determined in accordance with generally excepted accounting principles that are received or accrued by Franchisee customers to the Franchisee's services within the City. Gross Revenue shall include all local revenues received from customers for the Franchisee's services within Robertsdale, with a deduction for Franchisee's uncollectible accounts, but without deduction for operating expenses, accruals, or any other expenditure. Notwithstanding the foregoing, Gross Revenue shall not include any taxes on services furnished by Franchisee imposed by any municipality, state, or other governmental unit and collected by Franchisee for such governmental unit, nor shall it include taxes of general applicability imposed on the customer from or the transactions (but not on Franchisee or any of its affiliates) by federal, state, or local law and required to be collected and remitted by the Franchisee or any of its affiliates to the governmental unit, including sales, use and utility taxes. Gross Revenues shall not include revenues arising from or relating to services provided by the Franchisee that both originate and terminate outside the corporate limits of the City. Gross Revenues on services that originate in another municipality and terminate in the City shall be evenly apportioned among the two for the purposes of calculating the fee owed to each by the Franchisee, such that the aggregate use fee paid by the Franchisee shall not exceed five percent (5%) of the Gross Revenue on said services.

1.5 "Person" means any natural or corporate person, business association or other business entity including, but not limited to, a partnership, sole proprietorship, political subdivision, public or private agency of any kind, utility, successor or assign of any of the foregoing, or any other legal entity.

1.6 "Rights-of-way" means the surface and space above and below any public street, boulevard, road, highway, freeway, lane, alley, sidewalk, parkway, driveway, public ways, or other public rights of way, including, public utility easements, dedicated utility strips or rights of way dedicated for compatible uses held by the City or located within the City and the police jurisdiction if allowed by law which shall entitle the City and other Franchisees and the Franchisee to use the same for the purpose of installing, operating, repairing and maintaining the System so long as such use does not interfere with other previously placed facilities by the City or any other Franchisee.

1.7 "System" shall mean a system of pipes, transmission lines, meters, equipment and all other facilities associated with the operation of fiber-optic transmission lines by the Franchisee in accordance with the terms and conditions contained herein.

SECTION 2. Grant of Authority. The City hereby grants to the Franchisee the non-exclusive and limited authority to construct, install and maintain a fiber-optic transmission line in and along the Rights-of-way in the City of Robertsdale from time to time as approved and for a period of ten (10) years from the day this franchise agreement is signed by both parties. The Franchisee shall not expand or extend the System installed or constructed within the City pursuant to this Franchise without approval from the Building Department of the City of Robertsdale.

SECTION 3. Compensation. The Franchisee shall pay to the City a franchise fee of Five percent (5%) of its Gross Revenues during each calendar year of operation under this franchise. Such payments shall be made quarterly during each calendar year, within fifteen (15) days of the close of each quarter. An annual financial statement shall be furnished to the City by the Franchisee on or before April 1st of each year, or at any time upon request of the City after thirty (30) days written notice, such report to show Gross Revenues received by the Franchisee from its operations with the City for the previous year. However, at any time, upon request by the City and after sixty (60) days written notice, an annual certified audit report shall be furnished to the City by the Franchisee, showing Gross Revenues received by the Franchisee from its operations within the City for the previous year. The City shall be allowed to conduct its own audit of the financial books and records of the Franchisee at least every three years. Acceptance of any fee payment shall not be deemed a waiver or release of

any claims the City may have for additional sums, nor construed as an accord or Franchise that the amount paid is correct.

SECTION 4. Duration and Term. The franchise granted hereunder shall expire on July 15, 2034, unless otherwise lawfully renewed, revoked, or terminated as herein provided. Upon the expiration, the Franchisee or the City shall have the option to renew this Franchise for one additional term of the time of which is not yet determined subject to the terms and conditions contained herein, by giving written notice, sixty (60) days before the expiration of this Franchise, to the other party of that party's intent to renew this Franchise for the additional term.

SECTION 5. Grant of Non-Exclusive Authority. The right to use and occupy the Rights-of-way for the purposes herein set forth shall not be exclusive, and the City reserves the right to grant the use of said Rights-of-way to any person, firm, or corporation at any time and for any lawful purpose. This Franchise shall not be construed to create any rights beyond the terms, conditions and periods set forth, except as provided herein. The City does not warrant any of the rights granted by this Franchise.

SECTION 6. Reservation of Regulatory and Police Powers. The City, by the granting of this franchise does not surrender or to any extent lose, waive, impair or lessen the lawful powers and rights now, or which may be hereafter, vested in the City under the Constitution and the statutes of the State of Alabama to regulate the use of its Rights-of-way by the Franchisee or any person or to charge reasonable compensation for such use, and the Franchisee, by its acceptance of this franchise, agrees that all lawful powers and rights, regulatory power, police power or otherwise that may be from time to time vested in or reserved to the City, shall be in full force and effect and subject to the exercise thereof by the City at any time. The Franchisee is deemed to acknowledge that its rights are subject to the regulatory and police powers of the City to adopt and enforce ordinances necessary for the safety and welfare of the public and agrees to comply with all applicable laws and ordinances enacted by the City pursuant to such powers. The parties agree that this franchise shall be subject to the City's new Right-of-Way Ordinance. Further, Franchisee shall comply with the City Tree Ordinance, Right of Way Ordinance, all City ordinances, state laws and federal laws whether now existing or later enacted. Any conflict between the provisions of this Franchise and any other present or future lawful exercise of the City's police powers shall be resolved in favor of the latter.

SECTION 7. Standards of Service.

7.1 Conditions of Street Occupancy. All portions of the System and all associated equipment installed or erected by the Franchisee pursuant to this Franchise shall be located so as to cause minimum interference with the proper use of the Rights-of-way and with the rights and reasonable convenience of property owners who own property that adjoins any of such Rights-of-way. As the City upgrades its electrical system and places power lines underground, Franchisee will also place its fiber optic lines underground and this will be done at no cost to the City. No open trenching shall be allowed in developed areas without the prior written approval of the City.

7.2 Restoration of Rights-of-way. If during the course of the Franchisee's construction, operation, or maintenance of the System a disturbance of any Rights-of-way by the Franchisee occurs, it shall, at its expense, replace and restore such Rights-of-way to a condition comparable to the condition of the Rights-of-way existing immediately prior to such disturbance to the satisfaction of the City. The work to be done under this Franchise, and the restoration of Rights-of-way as required herein, must be completed within the date specified in any permits authorizing the work. The Franchisee shall perform the work according to the standards and with the materials specified or approved by the City, or in the case of state or federal highways within the City in accordance with the appropriate Department of Transportation standards.

7.3 Relocation at Request of the City. Upon its receipt of reasonable notice, not to be less than forty-five (45) days, except where emergency conditions require shorter notice, the Franchisee shall, at its own expense, protect, support, temporarily disconnect, relocate in the Rights-of-way, or remove from the Rights-of-way, any property of the Franchisee when lawfully required by the City by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, electrical or telecommunications lines, when such installation or construction is being done directly by or for the City, the state or federal

government. Should the Franchisee refuse or fail to remove its equipment or plant as provided for herein within forty-five (45) days after written notification, the City shall have the right to do such work or cause it to be done, and the reasonable cost thereof shall be chargeable to the Franchisee.

7.4 Trimming of Trees and Shrubbery. The Franchisee shall reasonably compensate the City for any damages, in such amounts as determined by the City, caused by trimming, cutting or removing trees or shrubbery, or shall, at its own expense, replace all trees or shrubs damaged as a result of any construction, installation, repair or maintenance of the System undertaken by the Franchisee to the satisfaction of the City.

7.5 Safety and Permit Requirements. Construction, installation, repair and maintenance of the System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial compliance with applicable federal, state, and local laws, rules and regulations, including all permit requirements and ordinances adopted by the City which are now in effect or are hereafter adopted. The System or parts thereof shall not unreasonably endanger or interfere with the safety of persons or property in the area.

7.6 Minimum Standards. All of the construction by the Franchisee shall conform, at a minimum, to the minimum standards of the Franchisee. In the event there is a conflict between the standards adopted by the Franchisee and any applicable federal, state or local standards, including ordinances adopted by the City, the stricter standard shall apply.

7.7 Obstructions of Rights-of-way. Except in the case of an emergency, or with the approval of the City Public Works Department with the consent of the Robertsdale Police Department, which consent shall not be unreasonably withheld, no Rights-of-way obstruction or excavation may be performed when seasonally prohibited or when conditions are unreasonable for such work. The Franchisee shall not so obstruct the Rights-of-way so as to interfere with the natural, free and clear passage of water through the gutters, drains, ditches or other waterways.

7.8 Safety Requirements.

a) The Franchisee shall at all times employ the highest degree of care as is commensurate with the practical operation of its business and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public.

b) The Franchisee shall install and maintain the System in accordance with the requirements of all applicable regulations of the City, which may be amended from time to time, and in such manner that its operations will not interfere with any installations of the City or of a public utility serving the City.

c) All structures and all lines, equipment, and connections in, over, under and upon the Rights-of-way, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

d) The Franchisee shall maintain a force of employees at all times sufficient to provide safe, adequate and prompt service for the System.

7.9 Least Disruptive Technology. The Franchisee is encouraged to perform construction and maintenance of the System in a manner resulting in the least amount of damage and disruption to the Rights-of-way. The Franchisee will be required to use trenchless technology for any portion of construction or maintenance projects which lie beneath the paved or improved portion of any roadway to which this Franchise applies, unless otherwise approved by the City Council. The City Public Works Department may require trenchless technology in other locations, where circumstances prevent or make open-cut methods impractical. The Franchisee may use either the open-cut method or trenchless technology for construction outside the paved or improved portion of any roadway to which this Franchise applies.

SECTION 8. Enforcement and Termination of Franchise.

8.1 Notice of Violation. In the event the Franchisee has not complied with the terms of this Franchise, the City shall notify the Franchisee in writing of the nature of the alleged noncompliance.

8.2 Right to Cure or Respond. The Franchisee shall have 30 days from receipt of the notice described in Section 8.1: (a) to respond to the City by contesting the assertion of noncompliance, (b) to cure such default, or (c) in the event that, by the nature of default, such default cannot, for reasons beyond the control of the Franchisee, be cured within the 30-day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed.

8.3 Public Hearing. In the event the Franchisee fails to respond to the notice described in Section 8.1 or contests the assertion of noncompliance pursuant to the procedures set forth in Section 8.2, or in the event the alleged default is not remedied within 30 days or by the date projected pursuant to 8.2 above, the City shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the City which is scheduled at a time not less than five business days there from. The City shall notify the Franchisee in writing of the time and place of such meeting and provide the Franchisee with an opportunity to be heard.

8.4 Enforcement. In the event the City, after such meeting, determines that the Franchisee is in default of any provision of this Franchise, the City may pursue any or all of the following remedies:

a) Seek specific performance of any provision which reasonably lends itself to such a remedy; or

b) Make a claim against any surety or performance bond which may be required to be posted; or

c) Restrain by injunction the default or reasonably anticipated default by the Franchisee of any provision of this Franchise; or

d) Seek any other available remedy permitted at law or equity.

e) In the case of a material default of this Franchise, declare the Franchise to be revoked in accordance with the following:

i. The City shall give written notice to the Franchisee of its intent to revoke the Franchise on the basis of noncompliance by the Franchisee. The notice shall set forth the exact nature of the noncompliance. The Franchisee shall have 30 days from such notice to object in writing and to state its reasons for such objection. In the event the City has not received a satisfactory response from the Franchisee, it may then seek termination of this Franchise at a public meeting. The City shall cause to be mailed to the Franchisee, by regular mail, at least 10 days prior to such public meeting, a written notice specifying the time and place of such meeting and stating its intent to seek such termination.

ii. At the designated meeting, the City shall give the Franchisee an opportunity to state its position on the matter, after which it shall determine whether or not this Franchise shall be terminated. The Franchisee may appeal such determination to the Circuit Court of Baldwin County, which shall have the power to review the decision of the City and to modify or reverse such decision as justice may require. Such appeal must be taken within 30 days of the issuance of the determination by the City.

iii. The City may, in its sole discretion, take any lawful action which it deems appropriate to enforce the City's rights under this Franchise in lieu of revocation of the Franchise.

8.5 Impossibility of Performance. The Franchisee shall not be held in default or noncompliance with the provisions of this Franchise, nor suffer any enforcement or penalty relating thereto, where such noncompliance or alleged defaults are caused by strikes, acts of God, power outages or other events reasonably beyond its ability to control, but not the payment of fees or damages as a result of its business or operations practices.

SECTION 9. Default. Each of the following shall constitute a material default by the Franchisee:

9.1 Failure to make any payments to the City required to be made as set forth in this Franchise.

9.2 Failure to maintain a liability insurance policy, cash or other bond that is not cured within thirty (30) days following written notice to the Franchisee.

9.3 Failure to provide or furnish any information required under this Franchise to the City that is not cured within thirty (30) days following written notice to the Franchisee.

9.4 Any breach or violation of any ordinance, rule or regulation or any applicable safety or construction requirements or regulations that present a threat to health or safety that has not been cured within thirty (30) days written notice.

9.5 The occurrence of any event relating to the financial status of the Franchisee which may reasonably lead to the foreclosure or other judicial or non-judicial sale of all or any material part of the System or the assets of the Franchisee.

9.6 The condemnation by a public authority, other than the City, or sale or dedication under threat or in lieu of condemnation, of all or substantially all of the facilities; or

a) If the Franchisee shall make an assignment for the benefit of creditors, shall become and be adjudicated insolvent, shall petition or apply to any tribunal for, or consent to, the appointment of, or taking possession by, a receiver, custodian, liquidator or trustee or similar official pursuant to state or local laws, ordinances or regulations of any substantial part of its property or assets, including all or any part of the System; or

b) a writ of attachment, execution, distrait, levy, possession or any similar process shall be issued by any tribunal against all or any material part of the Franchisee's property or assets; or

c) any creditor of the Franchisee petitions or applies to any tribunal for the appointment of, or taking possession by, a trustee, receiver, custodian, liquidator or similar official for the Franchisee or for any material parts of the property or assets of the Franchisee under the law of any jurisdiction, whether now or hereafter in effect, and a final order, judgment or decree is entered appointing any such trustee, receiver, custodian, liquidator or similar official, or approving the petition in any such proceeding; or

d) any final order, judgment or decree is entered in any proceedings against the Franchisee decreeing the voluntary or involuntary dissolution of the Franchisee.

SECTION 10. **Permits.** Prior to any excavation within the Rights-of-way, the Franchisee shall obtain a permit from the City pursuant to this Franchise, and the work shall be performed in accordance with all applicable ordinances and codes and any subsequent ordinances or regulations that may be adopted by the City. Repair and replacement of the Rights-of-way due to the Franchisee's installation, removal, relocation, maintenance and repair of its System or facilities shall be accomplished to the satisfaction of the City.

SECTION 11. **Insurance and Bonds.** The Franchisee shall maintain in full force and effect, at its own cost and expense, a comprehensive general liability insurance policy in the amount of $1,000,000.00 for bodily injury and property damage per person and $3,000,000.00 as to each occurrence, satisfactory to the City. In addition, the Franchisee shall obtain worker's compensation coverage as required by the laws of the State of Alabama. The City shall be named as an additional insured on all insurance policies, and the Franchisee shall provide the City with a certificate of insurance designating the City as an additional insured on each policy and extension or renewal thereof. An endorsement shall be included with the policy that states that the policy shall not be cancelled without giving thirty (30) days written notice of such cancellation to the City. Additionally, upon application for a permit to construct or repair any portion of the system the City may require the posting of a cash or corporate bond in an amount in the Building Department's discretion is necessary to ensure the prompt payment for any damage that may be caused by Franchisee or for the prosecution of the work in the event it is not completed, or completion is substandard.

SECTION 12. **Indemnity and Hold Harmless.** The Franchisee agrees to indemnify, defend, and hold harmless the City, its elected officers, employees, agents, and representatives, against all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney's fees and other costs and expenses of litigation, which

may be asserted against or incurred by the City or for which the City may be liable, which arise from the negligence or willful misconduct, of the Franchisee, its employees, agents, or subcontractors arising out of the construction, operation, maintenance, upgrade, repair or removal of Facilities except for those claims, costs, losses, expenses, demands, actions, or causes of action which arise solely from the negligence, willful misconduct, or other fault of the City. The City does not and shall not waive any rights against the Franchisee which it may have by reason of this indemnification, or because of the acceptance by, or the Franchisee's deposit with the City of any of the insurance policies, cash or bond described in this Franchise. The indemnification by the Franchisee shall apply to all damages, penalties and claims of any kind, regardless of whether any insurance policy shall have been determined to be applicable to any such damages or claims for damages.

SECTION 13. **Disclaimer of Warranties**. The City makes no representation or warranty regarding its rights to authorize the installation or operation of the System on any particular right-of-way, and the burden and responsibility for making such determination in advance of the installation shall be upon the Franchisee. This Franchise shall not be construed to deprive the City of any rights or privileges which it now has, or may hereafter have, to regulate the use and control of its streets.

SECTION 14. **Warranties and Representations**. The Franchisee hereby agrees, represents and warrants that it is legally authorized to accept this Franchise in accordance with all applicable laws, rules and regulations. Furthermore, the Franchisee further agrees, represents and warrants that this Franchise is legal, valid and binding, and that it is required to obtain authorization and consent from the City prior to the construction, installation, operation or maintenance of the System.

SECTION 15. **Other Obligations**. Obtaining a franchise does not relieve the Franchisee of its duty to obtain all other necessary permits, licenses, authority and the payment of fees required by any other City, county, state or federal rules, laws or regulations, and the Franchisee is responsible for all work done in the Rights-of-way pursuant to this Franchise, regardless of who performs the work.

SECTION 16. **Payment of Costs**. The Franchisee shall be responsible for all costs associated with the installation, repair and maintenance of the System and all associated equipment including, but not limited to (1) the costs to repair the Rights-of-way due to the installation, repair and maintenance of the System, and (2) the costs incurred in removing or relocating any portion of the System or facilities constructed when required by the City. Additionally, the Franchisee agrees to be solely responsible for any and all damages to other users of the Rights-of-way within the City caused by Franchisee's use of said Rights-of-way.

SECTION 17. **Priority of Use**. This Franchise does not establish any priority for the use of the Rights-of-way by the Franchisee or any present or future Franchisees or permit holders. In the event of any dispute as to the priority of use of the Rights-of-way, the first priority shall be to the public generally, the second priority to the City, the third priority to the State of Alabama and its political subdivisions in the performance of their various functions, and thereafter, as between Franchisee's and other permit holders, as determined by the City in the exercise of its powers, including the police powers and other powers reserved to and conferred on it by the State of Alabama.

SECTION 18. **Notice**. Every notice or response required by this Franchise to be served upon the City or the Franchisee shall be in writing and shall be deemed to have been duly given to the required party three (3) business days after having been posted in a properly sealed and correctly addressed envelope when hand delivered or sent by certified or registered mail, postage prepaid as follows:

The notices or responses to the City shall be addressed as follows:

City of Robertsdale
Attn: Mayor
22647 Racine Street
Robertsdale, Alabama 36567

The notices or responses to the Franchisee shall be addressed as follows:

Southern Light, LLC
107 St. Francis Street

Suite 1800
Mobile, AL 36602

SECTION 19. **Address Changes**. The City and The Franchisee may designate such other address or addresses from time to time by giving written notice to the other party as set forth in this section.

SECTION 20. **Application.** The terms and conditions contained in this Franchise shall apply to all areas within the corporate limits of the City and those areas annexed by the City after the passage and approval of this Ordinance.

SECTION 21. **Acceptance**. The Franchisee shall accept this Franchise within thirty (30) days of the City's date of adoption and shall be accompanied by a check made payable to the City in the amount of Two Thousand Five Hundred Dollars ($2,500.00), as an acceptance fee along with insurance certificates, as required herein, that have not previously been delivered.

SECTION 22. **Assignment**. The Franchisee's interest in this Franchise shall not be sold, transferred, assigned or otherwise encumbered or disposed of, either by forced or voluntary sale or otherwise, without the prior written consent of the City Council. The City reserves the right to be reimbursed by the Franchisee for costs incurred by it in reviewing the request for transfer of ownership.

SECTION 23. **Miscellaneous**. Words of any gender used in this Franchise shall be held and construed to include any other gender, and words in singular number shall be held to include the plural and vice versa, unless context requires otherwise. The captions used in connection with the sections of this Franchise are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Franchise or be used in interpreting the meanings and provisions of this Franchise.

SECTION 24. **Rules of Construction**. The parties hereto acknowledge that each party and its counsel have had the opportunity to review and revise this Franchise, and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Franchise or any amendments or exhibits thereto.

SECTION 25. **Governing Law**. This Franchise shall be deemed to have been made in the State of Alabama and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising there under.

SECTION 26. **Severability Clause**. If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

SECTION 27. **Joint and Several Liability Under Franchise.** Franchisee and Uniti GulfCo agree that that they are jointly and severally liable for, and absolutely and unconditionally guarantee to City the prompt payment and performance of, all obligations under this Franchise. Franchisee and Uniti GulfCo agree that the guarantee obligations hereunder constitute a continuing guarantee that such obligations under this Franchise shall not be discharged until full payment or performance of the obligations, and that such obligations are absolute and unconditional, irrespective of the absence of any action by the City to enforce this Franchise, or any waiver or consent of any kind by the City, or any other action or circumstances that might otherwise constitute a legal or equitable discharge, accept full payment or performance of all obligations under this Franchise.

SECTION 28. Upon the Effective Date of this Franchise, the Southern Light 2004 Franchise shall be void and shall be replaced in its entirety with this Franchise. Neither City nor Franchisee waives any rights which either Party may have under the Southern Light 2004 Franchise regarding satisfaction of payment obligations or other obligations, whether known or unknown, that may have accrued under the Southern Light 2004 Franchise.

SECTION 29. **Repeal Clause**. Any Ordinance heretofore adopted by the City Council of the City of Robertsdale, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

SECTION 30. **Effective Date**. This Ordinance shall become effective only upon receipt of a written unconditional acceptance by the Franchisee of the terms and conditions contained herein within thirty (30) days of the passage of this Ordinance.

ADOPTED AND APPROVED this 15th day of July, 2024.

CITY OF ROBERTSDALE, ALABAMA

BY: _____

ITS: Mayor

ATTEST:

_____
CITY CLERK

SOUTHERN LIGHT, LLC

SIGNED:_____

NAME:_____

ITS:_____

DATE:_____

UNITI FIBER GULFCO LLC

SIGNED:_____

NAME:_____

ITS:_____

DATE:_____

ORDINANCE NO. 013-2024

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO UNITI FIBER GULFCO LLC, FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A FIBER-OPTIC TRANSMISSION LINE WITHIN CERTAIN PUBLIC RIGHTS-OF-WAY WITHIN THE CITY OF ROBERTSDALE, ALABAMA

WHEREAS, on July 15, 2024, the City of Robertsdale, Alabama ("City") adopted Ordinance No. 013-2024 which granted Southern Light, LLC ("Southern Light ") a non-exclusive franchise ("Southern Light 2004 Franchise") to construct and operate a fiber optic transmission line in the City; and

WHEREAS, Southern Light is an indirectly owned subsidiary of Uniti Group Inc. ("Uniti Group"); and

WHEREAS, Uniti Fiber GulfCo LLC ("Uniti GulfCo") is also an indirectly owned subsidiary of Uniti Group; and

WHEREAS, Uniti Group now seeks from the City another franchise to secure an asset backed securities lending facility ("ABS") whereby Uniti Group will transfer certain assets from Southern Light to Uniti GulfCo; and

WHEREAS, Uniti Group will assign certain assets to Uniti GulfCo in support of the ABS; and

WHEREAS, certain facilities installed and operating in the City's right-of-way may be owned by Uniti GulfCo while others will be owned by Southern Light; and

WHEREAS, to the extent that the facilities in the rights-of-way are shared between Uniti GulfCo and Southern Light, Uniti GulfCo and Southern Light will enter an intercompany agreement to allow access to those shared facilities; and

WHEREAS, the City intends by adoption of this Agreement to grant Uniti Gulfco a new franchise and the City also plans to adopt a separate, substantially identical, franchise agreement for Southern Light; and

WHEREAS, Uniti GulfCo and Southern Light will be jointly and severally liable for any noncompliance that may occur under the Southern Light franchise agreement and this Franchise since each franchise conveys identical terms for the use of the right-of-way in the City; and

WHEREAS the City Council wishes to grant a franchise for the construction of the fiber-optic transmission line in accordance with the terms and conditions contained herein.

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

The City Council of the City of Robertsdale does hereby grant to Uniti Fiber GulfCo LLC a non-exclusive franchise granting the limited authority to construct a fiber-optic transmission line in the City of Robertsdale in and along its Rights-of-way subject to the terms and conditions set forth below.

WITNESSETH:

The City does hereby grant to Uniti Fiber GulfCo LLC, a non-exclusive franchise as set out below to operate and construct a fiber-optic transmission line:

SECTION 1. Defined Terms. For purposes of this Franchise, the following terms, words and phrases shall have the meanings set forth below. When not inconsistent with the context, words used in the singular number shall include the plural number, and words in the plural number shall include the singular.

1.1 "City" means the City of Robertsdale, Alabama.

1.2 "Franchisee" means Uniti Fiber GulfCo LLC, its lawful successors, transferees or assignees thereof.

1.3 "Governing Body" or "City Council" means the City Council of the City of Robertsdale, Alabama.

1.4 "Gross Revenue" means all local revenues, in whatever form and from all sources, determined in accordance with generally excepted accounting principles that are received or accrued by Franchisee customers to the Franchisee's services within the City. Gross Revenue shall include all local revenues received from customers for the Franchisee's services within Robertsdale, with a deduction for Franchisee's uncollectible accounts, but without deduction for operating expenses, accruals, or any other expenditure. Notwithstanding the foregoing, Gross Revenue shall not include any taxes on services furnished by Franchisee imposed by any municipality, state, or other governmental unit and collected by Franchisee for such governmental unit, nor shall it include taxes of general applicability imposed on the customer from or the transactions (but not on Franchisee or any of its affiliates) by federal, state, or local law and required to be collected and remitted by the Franchisee or any of its affiliates to the governmental unit, including sales, use and utility taxes. Gross Revenues shall not include revenues arising from or relating to services provided by the Franchisee that both originate and terminate outside the corporate limits of the City. Gross Revenues on services that originate in another municipality and terminate in the City shall be evenly apportioned among the two for the purposes of calculating the fee owed to each by the Franchisee, such that the aggregate use fee paid by the Franchisee shall not exceed five percent (5%) of the Gross Revenue on said services.

1.5 "Person" means any natural or corporate person, business association or other business entity including, but not limited to, a partnership, sole proprietorship, political subdivision, public or private agency of any kind, utility, successor or assign of any of the foregoing, or any other legal entity.

1.6 "Rights-of-way" means the surface and space above and below any public street, boulevard, road, highway, freeway, lane, alley, sidewalk, parkway, driveway, public ways, or other public rights of way, including, public utility easements, dedicated utility strips or rights of way dedicated for compatible uses held by the City or located within the City and the police jurisdiction if allowed by law which shall entitle the City and other Franchisees and the Franchisee to use the same for the purpose of installing, operating, repairing and maintaining the System so long as such use does not interfere with other previously placed facilities by the City or any other Franchisee.

1.7 "System" shall mean a system of pipes, transmission lines, meters, equipment and all other facilities associated with the operation of fiber-optic transmission lines by the Franchisee in accordance with the terms and conditions contained herein.

SECTION 2. Grant of Authority. The City hereby grants to the Franchisee the non-exclusive and limited authority to construct, install and maintain a fiber-optic transmission line in and along the Rights-of-way in the City of Robertsdale from time to time as approved and for a period of ten (10) years from the day this franchise agreement is signed by both parties. The Franchisee shall not expand or extend the System installed or constructed within the City pursuant to this Franchise without approval from the Building Department of the City of Robertsdale.

SECTION 3. Compensation. The Franchisee shall pay to the City a franchise fee of Five percent (5%) of its Gross Revenues during each calendar year of operation under this franchise. Such payments shall be made quarterly during each calendar year, within fifteen (15) days of the close of each quarter. An annual financial statement shall be furnished to the City by the Franchisee on or before April 1st of each year, or at any time upon request of the City after thirty (30) days written notice, such report to show Gross Revenues received by the Franchisee from its operations with the City for the previous year. However, at any time, upon request by the City and after sixty (60) days written notice, an annual certified audit report shall be furnished to the City by the Franchisee, showing Gross Revenues received by the Franchisee from its operations within the City for the previous year. The City shall be allowed to conduct its own audit of the financial books and records of the Franchisee at least every three years. Acceptance of any fee payment shall not be deemed a waiver or release of

any claims the City may have for additional sums, nor construed as an accord or Franchise that the amount paid is correct.

SECTION 4. Duration and Term. The franchise granted hereunder shall expire on July 15, 2034, unless otherwise lawfully renewed, revoked, or terminated as herein provided. Upon the expiration, the Franchisee or the City shall have the option to renew this Franchise for one additional term of the time of which is not yet determined subject to the terms and conditions contained herein, by giving written notice, sixty (60) days before the expiration of this Franchise, to the other party of that party's intent to renew this Franchise for the additional term.

SECTION 5. Grant of Non-Exclusive Authority. The right to use and occupy the Rights-of-way for the purposes herein set forth shall not be exclusive, and the City reserves the right to grant the use of said Rights-of-way to any person, firm, or corporation at any time and for any lawful purpose. This Franchise shall not be construed to create any rights beyond the terms, conditions and periods set forth, except as provided herein. The City does not warrant any of the rights granted by this Franchise.

SECTION 6. Reservation of Regulatory and Police Powers. The City, by the granting of this franchise does not surrender or to any extent lose, waive, impair or lessen the lawful powers and rights now, or which may be hereafter, vested in the City under the Constitution and the statutes of the State of Alabama to regulate the use of its Rights-of-way by the Franchisee or any person or to charge reasonable compensation for such use, and the Franchisee, by its acceptance of this franchise, agrees that all lawful powers and rights, regulatory power, police power or otherwise that may be from time to time vested in or reserved to the City, shall be in full force and effect and subject to the exercise thereof by the City at any time. The Franchisee is deemed to acknowledge that its rights are subject to the regulatory and police powers of the City to adopt and enforce ordinances necessary for the safety and welfare of the public and agrees to comply with all applicable laws and ordinances enacted by the City pursuant to such powers. The parties agree that this franchise shall be subject to the City's new Right-of-Way Ordinance. Further, Franchisee shall comply with the City Tree Ordinance, Right of Way Ordinance, all City ordinances, state laws and federal laws whether now existing or later enacted. Any conflict between the provisions of this Franchise and any other present or future lawful exercise of the City's police powers shall be resolved in favor of the latter.

SECTION 7. Standards of Service.

7.1 Conditions of Street Occupancy. All portions of the System and all associated equipment installed or erected by the Franchisee pursuant to this Franchise shall be located so as to cause minimum interference with the proper use of the Rights-of-way and with the rights and reasonable convenience of property owners who own property that adjoins any of such Rights-of-way. As the City upgrades its electrical system and places power lines underground, Franchisee will also place its fiber optic lines underground and this will be done at no cost to the City. No open trenching shall be allowed in developed areas without the prior written approval of the City.

7.2 Restoration of Rights-of-way. If during the course of the Franchisee's construction, operation, or maintenance of the System a disturbance of any Rights-of-way by the Franchisee occurs, it shall, at its expense, replace and restore such Rights-of-way to a condition comparable to the condition of the Rights-of-way existing immediately prior to such disturbance to the satisfaction of the City. The work to be done under this Franchise, and the restoration of Rights-of-way as required herein, must be completed within the date specified in any permits authorizing the work. The Franchisee shall perform the work according to the standards and with the materials specified or approved by the City, or in the case of state or federal highways within the City in accordance with the appropriate Department of Transportation standards.

7.3 Relocation at Request of the City. Upon its receipt of reasonable notice, not to be less than forty-five (45) days, except where emergency conditions require shorter notice, the Franchisee shall, at its own expense, protect, support, temporarily disconnect, relocate in the Rights-of-way, or remove from the Rights-of-way, any property of the Franchisee when lawfully required by the City by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, electrical or telecommunications lines, when such installation or construction is being done directly by or for the City, the state or federal

government. Should the Franchisee refuse or fail to remove its equipment or plant as provided for herein within forty-five (45) days after written notification, the City shall have the right to do such work or cause it to be done, and the reasonable cost thereof shall be chargeable to the Franchisee.

7.4 Trimming of Trees and Shrubbery. The Franchisee shall reasonably compensate the City for any damages, in such amounts as determined by the City, caused by trimming, cutting or removing trees or shrubbery, or shall, at its own expense, replace all trees or shrubs damaged as a result of any construction, installation, repair or maintenance of the System undertaken by the Franchisee to the satisfaction of the City.

7.5 Safety and Permit Requirements. Construction, installation, repair and maintenance of the System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial compliance with applicable federal, state, and local laws, rules and regulations, including all permit requirements and ordinances adopted by the City which are now in effect or are hereafter adopted. The System or parts thereof shall not unreasonably endanger or interfere with the safety of persons or property in the area.

7.6 Minimum Standards. All of the construction by the Franchisee shall conform, at a minimum, to the minimum standards of the Franchisee. In the event there is a conflict between the standards adopted by the Franchisee and any applicable federal, state or local standards, including ordinances adopted by the City, the stricter standard shall apply.

7.7 Obstructions of Rights-of-way. Except in the case of an emergency, or with the approval of the City Public Works Department with the consent of the Robertsdale Police Department, which consent shall not be unreasonably withheld, no Rights-of-way obstruction or excavation may be performed when seasonally prohibited or when conditions are unreasonable for such work. The Franchisee shall not so obstruct the Rights-of-way so as to interfere with the natural, free and clear passage of water through the gutters, drains, ditches or other waterways.

7.8 Safety Requirements.

a) The Franchisee shall at all times employ the highest degree of care as is commensurate with the practical operation of its business and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public.

b) The Franchisee shall install and maintain the System in accordance with the requirements of all applicable regulations of the City, which may be amended from time to time, and in such manner that its operations will not interfere with any installations of the City or of a public utility serving the City.

c) All structures and all lines, equipment, and connections in, over, under and upon the Rights-of-way, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

d) The Franchisee shall maintain a force of employees at all times sufficient to provide safe, adequate and prompt service for the System.

7.9 Least Disruptive Technology. The Franchisee is encouraged to perform construction and maintenance of the System in a manner resulting in the least amount of damage and disruption to the Rights-of-way. The Franchisee will be required to use trenchless technology for any portion of construction or maintenance projects which lie beneath the paved or improved portion of any roadway to which this Franchise applies, unless otherwise approved by the City Council. The City Public Works Department may require trenchless technology in other locations, where circumstances prevent or make open-cut methods impractical. The Franchisee may use either the open-cut method or trenchless technology for construction outside the paved or improved portion of any roadway to which this Franchise applies.

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8.1 Notice of Violation. In the event the Franchisee has not complied with the terms of this Franchise, the City shall notify the Franchisee in writing of the nature of the alleged noncompliance.

8.2 Right to Cure or Respond. The Franchisee shall have 30 days from receipt of the notice described in Section 9.1: (a) to respond to the City by contesting the assertion of noncompliance, (b) to cure such default, or (c) in the event that, by the nature of default, such default cannot, for reasons beyond the control of the Franchisee, be cured within the 30-day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed.

8.3 Public Hearing. In the event the Franchisee fails to respond to the notice described in Section 7.1 or contests the assertion of noncompliance pursuant to the procedures set forth in Section 8.2, or in the event the alleged default is not remedied within 30 days or by the date projected pursuant to 8.2 above, the City shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the City which is scheduled at a time not less than five business days there from. The City shall notify the Franchisee in writing of the time and place of such meeting and provide the Franchisee with an opportunity to be heard.

8.4 Enforcement. In the event the City, after such meeting, determines that the Franchisee is in default of any provision of this Franchise, the City may pursue any or all of the following remedies:

a) Seek specific performance of any provision which reasonably lends itself to such a remedy; or

b) Make a claim against any surety or performance bond which may be required to be posted; or

c) Restrain by injunction the default or reasonably anticipated default by the Franchisee of any provision of this Franchise; or

d) Seek any other available remedy permitted at law or equity.

e) In the case of a material default of this Franchise, declare the Franchise to be revoked in accordance with the following:

i. The City shall give written notice to the Franchisee of its intent to revoke the Franchise on the basis of noncompliance by the Franchisee. The notice shall set forth the exact nature of the noncompliance. The Franchisee shall have 30 days from such notice to object in writing and to state its reasons for such objection. In the event the City has not received a satisfactory response from the Franchisee, it may then seek termination of this Franchise at a public meeting. The City shall cause to be mailed to the Franchisee, by regular mail, at least 10 days prior to such public meeting, a written notice specifying the time and place of such meeting and stating its intent to seek such termination.

ii. At the designated meeting, the City shall give the Franchisee an opportunity to state its position on the matter, after which it shall determine whether or not this Franchise shall be terminated. The Franchisee may appeal such determination to the Circuit Court of Baldwin County, which shall have the power to review the decision of the City and to modify or reverse such decision as justice may require. Such appeal must be taken within 30 days of the issuance of the determination by the City.

iii. The City may, in its sole discretion, take any lawful action which it deems appropriate to enforce the City's rights under this Franchise in lieu of revocation of the Franchise.

8.5 Impossibility of Performance. The Franchisee shall not be held in default or noncompliance with the provisions of this Franchise, nor suffer any enforcement or penalty relating thereto, where such noncompliance or alleged defaults are caused by strikes, acts of God, power outages or other events reasonably beyond its ability to control, but not the payment of fees or damages as a result of its business or operations practices.

SECTION 9. Default. Each of the following shall constitute a material default by the Franchisee:

9.1 Failure to make any payments to the City required to be made as set forth in this Franchise.

9.2 Failure to maintain a liability insurance policy, cash or other bond that is not cured within thirty (30) days following written notice to the Franchisee.

9.3 Failure to provide or furnish any information required under this Franchise to the City that is not cured within thirty (30) days following written notice to the Franchisee.

9.4 Any breach or violation of any ordinance, rule or regulation or any applicable safety or construction requirements or regulations that present a threat to health or safety that has not been cured within thirty (30) days written notice.

9.5 The occurrence of any event relating to the financial status of the Franchisee which may reasonably lead to the foreclosure or other judicial or non-judicial sale of all or any material part of the System or the assets of the Franchisee.

9.6 The condemnation by a public authority, other than the City, or sale or dedication under threat or in lieu of condemnation, of all or substantially all of the facilities; or

a) If the Franchisee shall make an assignment for the benefit of creditors, shall become and be adjudicated insolvent, shall petition or apply to any tribunal for, or consent to, the appointment of, or taking possession by, a receiver, custodian, liquidator or trustee or similar official pursuant to state or local laws, ordinances or regulations of any substantial part of its property or assets, including all or any part of the System; or

b) a writ of attachment, execution, distrait, levy, possession or any similar process shall be issued by any tribunal against all or any material part of the Franchisee's property or assets; or

c) any creditor of the Franchisee petitions or applies to any tribunal for the appointment of, or taking possession by, a trustee, receiver, custodian, liquidator or similar official for the Franchisee or for any material parts of the property or assets of the Franchisee under the law of any jurisdiction, whether now or hereafter in effect, and a final order, judgment or decree is entered appointing any such trustee, receiver, custodian, liquidator or similar official, or approving the petition in any such proceeding; or

d) any final order, judgment or decree is entered in any proceedings against the Franchisee decreeing the voluntary or involuntary dissolution of the Franchisee.

SECTION 10. **Permits.** Prior to any excavation within the Rights-of-way, the Franchisee shall obtain a permit from the City pursuant to this Franchise, and the work shall be performed in accordance with all applicable ordinances and codes and any subsequent ordinances or regulations that may be adopted by the City. Repair and replacement of the Rights-of-way due to the Franchisee's installation, removal, relocation, maintenance and repair of its System or facilities shall be accomplished to the satisfaction of the City.

SECTION 11. **Insurance and Bonds.** The Franchisee shall maintain in full force and effect, at its own cost and expense, a comprehensive general liability insurance policy in the amount of $1,000,000.00 for bodily injury and property damage per person and $3,000,000.00 as to each occurrence, satisfactory to the City. In addition, the Franchisee shall obtain worker's compensation coverage as required by the laws of the State of Alabama. The City shall be named as an additional insured on all insurance policies, and the Franchisee shall provide the City with a certificate of insurance designating the City as an additional insured on each policy and extension or renewal thereof. An endorsement shall be included with the policy that states that the policy shall not be cancelled without giving thirty (30) days written notice of such cancellation to the City. Additionally, upon application for a permit to construct or repair any portion of the system the City may require the posting of a cash or corporate bond in an amount in the Building Department's discretion is necessary to ensure the prompt payment for any damage that may be caused by Franchisee or for the prosecution of the work in the event it is not completed, or completion is substandard.

SECTION 12. **Indemnity and Hold Harmless**. The Franchisee agrees to indemnify, defend, and hold harmless the City, its elected officers, employees, agents, and representatives, against all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney's fees and other costs and expenses of litigation, which may be asserted against or incurred by the City or for which the City may be liable, which arise from the negligence or willful misconduct, of the Franchisee, its employees, agents, or subcontractors arising out of the construction, operation, maintenance, upgrade, repair or removal of Facilities except for those claims, costs, losses, expenses, demands, actions, or causes of action which arise solely from the negligence, willful misconduct, or other fault of the City. The City does not and shall not waive any rights against the Franchisee which it may have by reason of this indemnification, or because of the acceptance by, or the Franchisee's deposit with the City of any of the insurance policies, cash or bond described in this Franchise. The indemnification by the Franchisee shall apply to all damages, penalties and claims of any kind, regardless of whether any insurance policy shall have been determined to be applicable to any such damages or claims for damages.

SECTION 13. **Disclaimer of Warranties**. The City makes no representation or warranty regarding its rights to authorize the installation or operation of the System on any particular right-of-way, and the burden and responsibility for making such determination in advance of the installation shall be upon the Franchisee. This Franchise shall not be construed to deprive the City of any rights or privileges which it now has, or may hereafter have, to regulate the use and control of its streets.

SECTION 14. **Warranties and Representations**. The Franchisee hereby agrees, represents and warrants that it is legally authorized to accept this Franchise in accordance with all applicable laws, rules and regulations. Furthermore, the Franchisee further agrees, represents and warrants that this Franchise is legal, valid and binding, and that it is required to obtain authorization and consent from the City prior to the construction, installation, operation or maintenance of the System.

SECTION 15. **Other Obligations**. Obtaining a franchise does not relieve the Franchisee of its duty to obtain all other necessary permits, licenses, authority and the payment of fees required by any other City, county, state or federal rules, laws or regulations, and the Franchisee is responsible for all work done in the Rights-of-way pursuant to this Franchise, regardless of who performs the work.

SECTION 16. **Payment of Costs**. The Franchisee shall be responsible for all costs associated with the installation, repair and maintenance of the System and all associated equipment including, but not limited to (1) the costs to repair the Rights-of-way due to the installation, repair and maintenance of the System, and (2) the costs incurred in removing or relocating any portion of the System or facilities constructed when required by the City. Additionally, the Franchisee agrees to be solely responsible for any and all damages to other users of the Rights-of-way within the City caused by Franchisee's use of said Rights-of-way.

SECTION 17. **Priority of Use**. This Franchise does not establish any priority for the use of the Rights-of-way by the Franchisee or any present or future Franchisees or permit holders. In the event of any dispute as to the priority of use of the Rights-of-way, the first priority shall be to the public generally, the second priority to the City, the third priority to the State of Alabama and its political subdivisions in the performance of their various functions, and thereafter, as between Franchisee's and other permit holders, as determined by the City in the exercise of its powers, including the police powers and other powers reserved to and conferred on it by the State of Alabama.

SECTION 18. **Notice**. Every notice or response required by this Franchise to be served upon the City or the Franchisee shall be in writing and shall be deemed to have been duly given to the required party three (3) business days after having been posted in a properly sealed and correctly addressed envelope when hand delivered or sent by certified or registered mail, postage prepaid as follows:

The notices or responses to the City shall be addressed as follows:

City of Robertsdale
Attn: Mayor
22647 Racine Street
Robertsdale, Alabama 36567

The notices or responses to the Franchisee shall be addressed as follows:

Uniti Fiber GulfCo LLC
107 St. Francis Street
Suite 1800
Mobile, AL 36602

SECTION 19. **Address Changes**. The City and The Franchisee may designate such other address or addresses from time to time by giving written notice to the other party as set forth in this section.

SECTION 20. **Application.** The terms and conditions contained in this Franchise shall apply to all areas within the corporate limits of the City and those areas annexed by the City after the passage and approval of this Ordinance.

SECTION 21. **Acceptance**. The Franchisee shall accept this Franchise within thirty (30) days of the City's date of adoption and shall be accompanied by a check made payable to the City in the amount of Two Thousand Five Hundred Dollars ($2,500.00) provided by the City, as an acceptance fee along with insurance certificates, as required herein, that have not previously been delivered.

SECTION 22. **Assignment**. The Franchisee's interest in this Franchise shall not be sold, transferred, assigned or otherwise encumbered or disposed of, either by forced or voluntary sale or otherwise, without the prior written consent of the City Council. The City reserves the right to be reimbursed by the Franchisee for costs incurred by it in reviewing the request for transfer of ownership.

SECTION 23. **Miscellaneous**. Words of any gender used in this Franchise shall be held and construed to include any other gender, and words in singular number shall be held to include the plural and vice versa, unless context requires otherwise. The captions used in connection with the sections of this Franchise are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Franchise or be used in interpreting the meanings and provisions of this Franchise.

SECTION 24. **Rules of Construction**. The parties hereto acknowledge that each party and its counsel have had the opportunity to review and revise this Franchise, and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Franchise or any amendments or exhibits thereto.

SECTION 25. **Governing Law**. This Franchise shall be deemed to have been made in the State of Alabama and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising there under.

SECTION 26. **Severability Clause**. If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

SECTION 27. **Joint and Several Liability Under Franchise.** Franchisee and Southern Light agree that that they are jointly and severally liable for, and absolutely and unconditionally guarantee to City the prompt payment and performance of, all obligations under this Franchise. Franchisee and Southern Light agree that the guarantee obligations hereunder constitute a continuing guarantee that such obligations under this Franchise shall not be discharged until full payment or performance of the obligations, and that such obligations are absolute and unconditional, irrespective of the absence of any action by the City to enforce this Franchise, or any waiver or consent of any kind by the City, or any other action or circumstances that might otherwise constitute a legal or equitable discharge, accept full payment or performance of all obligations under this Franchise.

SECTION 28. **Repeal Clause**. Any Ordinance heretofore adopted by the City Council of the City of Robertsdale, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

SECTION 29. **Effective Date**. This Ordinance shall become effective only upon receipt of a written unconditional acceptance by the Franchisee of the terms and conditions contained herein within thirty (30) days of the passage of this Ordinance.

ADOPTED AND APPROVED this 15th day of July, 2024.

CITY OF ROBERTSDALE, ALABAMA

BY: _____

ITS: Mayor

ATTEST:

_____
CITY CLERK

SOUTHERN LIGHT, LLC

SIGNED: _____

NAME: _____

ITS: _____

DATE: _____

UNITI FIBER GULFCO LLC

SIGNED: _____

NAME: _____

ITS: _____

DATE: _____

The City Council of the City of Robertsdale, Alabama met Monday, August 5, 2024 at 6:00 p.m. in the Council Chambers of Robertsdale City Hall, that being the date, time and place for such meeting.

Upon roll call, the following members of the Council were found to be present: Mayor Murphy, Councilmember Kitchens, Cooper, Campbell, Johnson, and Hollingsworth. Absent: None. A quorum being present the meeting proceeded with the transaction of business.

Mayor Murphy presided over the meeting. Shannon Burkett served as secretary. Ken Raines, City Attorney, was also in attendance.

Mayor Murphy called for any additions or corrections to the minutes presented for approval from the July 15, 2024 meeting. Motion was made by Councilmember Campbell, seconded by Councilmember Cooper, with unanimous approval to accept the minutes from the previous meeting. Motion carried.

Mayor Murphy asked for questions or comments regarding the bills presented for approval. Motion was made by Councilmember Kitchens, seconded by Councilmember Cooper, with unanimous approval to accept the bills for payment as presented. Motion carried. APPENDIX I

The next item on the agenda was to change the September 2nd Council meeting date due to the Labor Day Holiday. Motion was made by Councilmember Cooper, seconded by Councilmember Campbell, with unanimous approval to reschedule the September 2nd meeting to Tuesday, September 3, 2024. Mayor Murphy asked for any discussion on the motion and stated that the workshop time will remain the same at 5:00 p.m. Motion carried.

Mayor Murphy stated that the next item of business is an ABC Event License for Summer Fest 2024 being held at the Fairgrounds. Councilmember Campbell asked if this is just the one time and was told that it was. Motion was made by Councilmember Campbell and seconded by Councilmember Cooper, to approve the ABC Event License for Summer Fest 2024 being held at the Fairgrounds. Mayor Murphy asked for any discussion on the motion. Councilmember Hollingsworth asked what kind of group this was, and he was told it was for a concert that would be serving alcohol. Councilmember Campbell asked if this was their second one, and she was told that this will be their first event. After further discussion, Mayor Murphy called for a vote on the motion, which was unanimous to approve the ABC Event License for Summer Fest 2024. Motion carried.

The Council also received an ABC License for WAWA at 21022 Highway 59. Motion was made by Councilmember Hollingsworth, seconded by Councilmember Cooper, with unanimous approval of the ABC License for WAWA at 21022 Highway 59. Motion carried.

Mayor Murphy stated that the next item on the agenda is for the Council to go into Executive Session to discuss a real estate transaction by the City. Ken Raines, City Attorney, indicated that this would specifically be for the potential sale and price of property. Motion was made by Councilmember Cooper, seconded by Councilmember Hollingsworth, with unanimous approval for the Council to go into Executive Session in the Conference Room. Motion carried.

The Council then reconvened in the Council Chambers and motion was made by Councilmember Campbell, seconded by Councilmember Cooper, with unanimous approval for the Council to come out of Executive Session. Motion carried.

For information, Mayor Murphy provided the Master Plan on the Robertsdale Coliseum Park and asked the Council to review it to see if there are any amenities they would like to incorporate into the overall plans.

There being no further business to come before the Council, motion was made by Councilmember Cooper, seconded by Councilmember Kitchens, with unanimous approval to adjourn. Motion carried.

APPROVED THIS 19th DAY OF August, 2024.

SECRETARY

MAYOR

CITY OF ROBERTSDALE **ACCOUNTS PAYABLE** **APPENDIX____**

AUGUST 05, 2024 **BILL LIST**

Vendor Name	Description	Open	Paid
3 H'S MONOGRAM & APPLIQUE/AMY MO	UNIFORM EMBROIDERY	75.00	0.00
ACTION	BUSINESS CARDS - B. OVERSTREET	0.00	85.00
AIRGAS USA, LLC	WELDING RODS & GRINDING WHEEL	105.19	0.00
AIRGAS USA, LLC	CYLINDER RENTALS	0.00	420.42
AIRGAS USA, LLC	CYLINDER RENTALS	0.00	420.41
AIRGAS USA, LLC	CYLINDER RENTALS	0.00	420.42
AIR POWER SERVICES, INC.	EQUIPMENT REPAIR	0.00	915.55
AL LAW ENFORCEMENT AGENCY	PD/SNAP ENTRY,LETS ACCESS	0.00	1650.00
AL LEAGUE OF MUNICIPALITIES	MEMBERSHIP DUES	0.00	3857.00
ALACOURT.COM	ONLINE COURT RECORDS	0.00	107.00
ALL HYDRAULICS INC	DEBRIS TRUCK #32	12895.96	0.00
ANIXTER POWER SOLUTIONS, LLC	(2) FIBERGLASS 900A SWITCHES	7702.38	0.00
ANIXTER POWER SOLUTIONS, LLC	(150) FARGOS, (150) SPLIT BOLT CON	0.00	225.00
AQUA PRODUCTS, INC	(12) 60LB PAILS ACCU TABS	0.00	2408.62
AT&T MOBILITY	ALL CITY CELL PHONE	2782.08	0.00
CARRIE J. BAGGETT	CITY HL-CLEANING SERV	200.00	200.00
BALDWIN CO ANIMAL SHELTER	ANIMAL SHELTER EXPENSES	0.00	200.00
BALDWIN CO COMMISSION**	CITY SHARE CORONER COSTS	450.00	0.00
BALDWIN EMC	STREET LIGHTS / ERRYBANE ACRES	323.90	0.00
BALDWIN EMC	GRINDER PUMP/GROVE PARC SUB	218.00	0.00
BALDWIN EMC	CRYSTAL POINTE	0.00	67.00
BALDWIN EMC	LIFT STATION/CRYSTAL ORCHARD	0.00	52.00
BALDWIN EMC	COTTAGES @ AVENTURA - LIFT STAT	0.00	194.00
BALDWIN EMC	HARVEST MEADOWS LIFT STATION	0.00	42.00
BALDWIN EMC	LIFT STATION HARVEST MEADOWS	0.00	47.00
BALDWIN EMC	CRYSTAL ORCHARD - PUMP STATION	0.00	101.00
BALDWIN EMC	LIFT STATION/SHADOWBROOK	50.00	0.00
BALDWIN PORTABLE TOILETS	PORTABLE TOILET JOB SITE 53918	187.00	0.00
BALDWIN PORTABLE TOILETS	PORTABLE TOILET JOB SITE 33314	110.00	0.00
EVER E BEDOYA	IN-PERSON COURT INTERPRETATION	150.00	0.00
BENNY DARBY CONST. CO. INC.	(2) LOADS BASE DIRT	0.00	400.00
BENNY DARBY CONST. CO. INC.	B BASE & PIT SAND	1100.00	0.00
BENNY DARBY CONST. CO. INC.	HAULING B BASE ROCK	0.00	1400.00
GERALD WARD BIGGS JR	SUMMER CAMP - BASKETBALL	0.00	70.00
HEATH V BRILL	REIMBURSE MISC EXPENSE	0.00	124.79
BSN SPORTS	(2) PR GREEN POSTS FOR TENNIS CC	506.54	0.00
DENISE CAMP	UNIFORM EMBROIDERY	0.00	78.00
CLEVERDON SOD FARM	CENTIPED ROLLS	249.00	0.00
COASTAL INDUSTRIAL SUPPLY LLC	HOSE CLAMPS	146.02	0.00
COASTAL INDUSTRIAL SUPPLY LLC	PRESSURE WASHER PARTS	123.46	0.00
COASTAL INDUSTRIAL SUPPLY LLC	(2) PIPE WRENCHES / (1) HOLE SAW	0.00	111.97
COASTAL INDUSTRIAL SUPPLY LLC	CAUTION TAPE	0.00	39.95
COASTAL INDUSTRIAL SUPPLY LLC	FACE MASKS, TYKEK COVERALLS	0.00	33.97
COASTAL INDUSTRIAL SUPPLY LLC	SELF TAPPING SCREWS	0.00	13.50
COASTAL INDUSTRIAL SUPPLY LLC	FLAGGING TAPE	0.00	17.94
COASTAL INDUSTRIAL SUPPLY LLC	MARKING PAINT - 4 BLUE, 2 RED, 2 GF	0.00	1798.20
COASTAL INDUSTRIAL SUPPLY LLC	PORTABAND SAW BLADES	49.98	0.00
COBLENTZ EQUIPMENT & PARTS CO., IN	REPAIRS TO MOWTRIM	0.00	1489.28
KEVIN COLLIER	T.K./TAYLOR/THOMLEY/WALLACE/THC	2250.00	0.00
CORE & MAIN LP	ELECTRIC AMI METERS	0.00	1567.00
MARSHALL O. DAVIS, JR	SUMMER CAMP - BASKETBALL	0.00	525.00
DAVISON FUELS & OIL COMPANY	FUEL FOR CITY VEHICLES	8489.89	5291.61
DE LAGE LANDEN FIN SERV (COPIER)	LB/ COPIER CONTRACT	0.00	42.40
DEWBERRY ENGINEERS, INC.	PECAN LANE DRAINAGE STUDY	0.00	581.00
DIAMOND M&A ELECTRIC, LLC	ELECTRICAL WORK FOR FAN INSTALI	0.00	3476.25
DISTINGUISHED YOUNG WOMEN OF BA	AD - DIAMOND LEVEL	750.00	0.00
EAST BAY ELECTRIC, CO. LLC	HWY 59 POLE REPLACEMENT PROJE	27200.00	0.00
TODD ELLISON	4th of July Refreshments for PD & FD	0.00	111.50
EMPIRE TRUCK SALES, LLC	UREA LINE	197.99	0.00
HEATHER FELLER	PZK-CLEANING SERV	1175.00	0.00
FERGUSON WATERWORKS #1204	WATER INVENTORY	3290.00	0.00
FERGUSON WATERWORKS #1204	(2) VALVE WRENCHES	211.70	0.00
FERGUSON WATERWORKS #1204	WWTP SLUDGE POND MATERIALS	3737.42	0.00
FERGUSON WATERWORKS #1204	RHS AID TO CONSTRUCT MATERIAL	4820.00	0.00
FERGUSON WATERWORKS #1204	T BOLTS , VALVES, ADAPTERS - WATI	0.00	1812.72
FERGUSON WATERWORKS #1204	6X2 SADDLE, 2" INSERTS	0.00	65.18
FERGUSON WATERWORKS #1204	FIRE HOSE (2)	0.00	522.25
FORTILINE, INC.	BLACKWATER --2 IN METER FLANGE I	0.00	217.52
GREENPOINT AG	4 GALLONS QUINCHLORAC	0.00	464.00
GRESCO SUPPLY, INC.	SAFETY SOCKET CLIPS	950.00	0.00
GRESCO SUPPLY, INC.	100 SQUIRREL GUARDS	765.00	0.00

CITY OF ROBERTSDALE **ACCOUNTS PAYABLE** **APPENDIX____**

AUGUST 05, 2024 **BILL LIST**

GRESCO SUPPLY, INC.	ELECTRIC INVENTORY ITEMS	322.50	0.00
GRESCO SUPPLY, INC.	(50) DEADEND SHOES, (18) TBRACKE'	2240.00	0.00
GRESCO SUPPLY, INC.	MACS	2439.00	0.00
GULF COAST MEDIA	2024 MEDIA DAY AD - HALF PAGE	0.00	499.00
HARRIS FENCE COMPANY	FENCE REPAIR AT WWTP	0.00	11285.00
HAYNES EMERGENCY LIGHTING	INSTALLATION OF NEW AND REMOVA	0.00	7320.00
HELENA AGRI-ENTERPRISES, LLC	HERBICIDE FOR SEWER PLANT	0.00	363.63
HERC RENTALS	PUMP VAC ASSIST W. ILLINOIS ST	0.00	4729.57
HERC RENTALS	PUMP VAC - CIRLCE DR	2290.95	0.00
KATILYN HERNANDEZ	SUMMER CAMP - BASKETBALL	0.00	210.00
EMILY HOBBS	LIB- CLEANING SERV	360.00	450.00
IMAGECRAFT SERVICES	2024 TAHOE GRAPHICS	0.00	630.00
IMPERIAL DADE	10 CASES CENTERPULL, 10 CASES JU	1042.56	0.00
IMPERIAL DADE	(6) CASES BROWN TRIFOLD TOWELS	0.00	261.42
IMPERIAL DADE	(2) CUTLERY KITS, (1) CASE PAPER T(	97.22	0.00
IMPERIAL DADE	(1)PK MOP REFILLS 24" AND 36", 1(CA	394.72	0.00
INFIRMARY OCCUPATIONAL HEALTH	DRUG & ALCOHOL SCREENS	135.00	0.00
INTL INSTITUTE OF MUNICIPAL CLERKS	MEMBERSHIP DUES & CONT PROF DE	210.00	0.00
BRADLEY C KENDRICK	Reimburse Travel Expense	0.00	386.95
KIMBALL INTERNATIONAL	(1) BARRINGTON 36X72 DESK TABLE	0.00	1660.00
KIMBALL MIDWEST	WIRE & DRILL BITS	0.00	486.55
DANIEL LOVETTE	SUMMER CAMP - BASKETBALL	0.00	525.00
LOWE'S BUSINESS ACCOUNT	OPERATING/JANITORIAL SUPPLIES	151.05	0.00
LOXLEY CWC GENERAL FUND	INMATE EXPENSES	0.00	1890.00
MAMA LOU'S RESTAURANT	INMATE MEALS	1104.00	1608.00
McCARTER & ENGLISH ATTORNEY AT L	LEGAL FEES	0.00	7695.00
MEAGPOWER	POWER PURCHASED	0.00	375085.43
MIDDLETON AUTO PARTS	REPR & MNT TO VEHICLES & EQUIP, (	4180.27	0.00
MAURICE ANTONIO MITCHELL	SUMMER CAMP - BASKETBALL	0.00	525.00
MOBILE INSTRUMENT CO INC	TRIPOD & GRADE STICK	240.00	0.00
MOBILE MECHANICAL SERVICE INC.	LIFT REPAIR	0.00	1004.06
ANNIE MOODY	MILEAGE / AAPPA CONFERENCE-AUB	294.80	0.00
MOODY'S INVESTORS SERVICE, INC.	PROFESSIONAL SERVICES	0.00	500.00
OVERSTREET SEALCOATING LLC	ROAD PATCHES	0.00	7500.00
OVERSTREET SEALCOATING LLC	PAVE ROAD SECTION AT END OF ADA	12700.00	0.00
PACE ANALYTICAL SERVICES, INC	SPECIAL SAMPLE FOR NEW LINE -- BI	275.00	0.00
PACE ANALYTICAL SERVICES, INC	SPECIAL SAMPLE - BLACKWATER LN	275.00	0.00
PACE ANALYTICAL SERVICES, INC	WWTP SAMPLES	0.00	275.00
PARISH TRACTOR	2 FRONT TIRES FOR ZT 1211	0.00	758.30
PARISH TRACTOR	WHEEL DUST COVERS, BLADES, DISC	0.00	701.58
PAYNE MANAGEMENT, INC.	PIPELINE COMP PRGR	2070.00	0.00
PITNEY BOWES (SUP)	INK CARTRIDGE & TAPE STRIPS	199.18	0.00
PITTS & SONS EQUIPMENT HAULING, IN	EQUIPMENT TRANSFER	0.00	437.58
PNC BANK BUSINESS CARD	ALL CITY CREDIT CARD EXPENSES	0.00	22878.97
PORT CITY INDUSTRIAL	(3) 16' FANS INCLUDING INSTALL	0.00	15180.00
PRECISION DOOR SERVICE	FD DOOR REPAIR	614.93	0.00
PRO CHEM INC	GERM STOPPER AND SCRUB & CLEAI	328.71	0.00
PURCHASE POWER	POSTAGE FOR METER	700.00	0.00
QUALITY PRINTING & BUSINESS SYSTEI	LB/ COPIER MTN EXPENSE	0.00	66.85
QUALITY PRINTING & BUSINESS SYSTEI	PD/ COPIER MTN EXPENSE	0.00	64.90
QUALITY PRINTING & BUSINESS SYSTEI	CITY HALL/ COPIER MTN EXPENSE	0.00	141.18
QUALITY PRINTING & BUSINESS SYSTEI	UT/ COPIER MTN EXPENSE	0.00	205.34
RACINE FEED, GARDEN & SUPPLY	CHEMICALS FOR SPRAYING AROUND	276.00	0.00
REGAN MECHANIX LLC	FREIGHTLINER REPAIRS	5383.31	0.00
RESEARCH PRODUCTS INC	(1100 GALS) CAUSTIC SODA	3805.00	0.00
RIVIERA UTILITIES (1)	GAS @ NEW PUB WKS BLDG	0.00	106.91
RIVIERA UTILITIES (1)	TRAFFIC LIGHT @ CBMS & HWY 59	0.00	34.55
RIVIERA UTILITIES (1)	GAS PURCHASED- CITY GATES	0.00	3435.93
RIVIERA UTILITIES (1)	GAS @ FAIRGROUND ROAD	0.00	167.29
ROBERTSDALE AUTO PARTS	R/M VEH, OPER SUPP, R/M EQUIP, R/I	0.00	924.95
ROBERTSDALE HIGH SCH (ADMIN)	REIMBURSE SUMMER CAMP EXPENSI	0.00	216.70
ROBERTSDALE HIGH SCH (ADMIN)	FOOTBALL STADIUM SIGN	2000.00	0.00
ROBERTSDALE POWER EQUIP	LAWN MOWER BLADE & TIRE - PD	55.95	0.00
ROBERTSDALE POWER EQUIP	WEED EATER STRING & HEADS, CHAI	406.55	0.00
ROBERTSDALE POWER EQUIP	TRIMMER REPAIR	23.00	0.00
S & S SPRINKLER COMPANY, LLC	ANNUAL FIRE ALARM SYSTEM INSPE(	680.00	0.00
S & S SPRINKLER COMPANY, LLC	ANNUAL FIRE PUMP INSPECTION - SV	750.00	0.00
S & S SPRINKLER COMPANY, LLC	SVC SPRINKLER SYSTEM	0.00	580.00
SAM'S CLUB / SYNCHRONY BANK	ALL CITY/ OPER SUPP, JANT SUP, REI	3348.16	0.00
SEMINOLE LAWN CARE, LLC	MAINTAIN LIBRARY FLOWER BEDS	0.00	400.00
SEMINOLE LAWN CARE, LLC	MAINTAIN HONEYBEE PARK	0.00	1925.00
SEMINOLE LAWN CARE, LLC	MAINTAIN CITY HALL FLOWERBEDS	0.00	125.00

CITY OF ROBERTSDALE **ACCOUNTS PAYABLE** **APPENDIX____**

AUGUST 05, 2024 **BILL LIST**

SEMINOLE LAWN CARE, LLC	MAINTAIN CHAMBER FLOWERBEDS	0.00	450.00
SEMINOLE LAWN CARE, LLC	MAINTAIN PD BEDS	0.00	300.00
SEQUEL ELECTRICAL SUPPLY LLC	3 PHASE METER CANS - GCBS UPGR/	1094.70	0.00
SEQUEL ELECTRICAL SUPPLY LLC	BUSHINGS - GCBS UPGRADES	62.60	0.00
SEQUEL ELECTRICAL SUPPLY LLC	SUPPLIES FOR FAN INSTALLATION AT	0.00	549.36
SEQUEL ELECTRICAL SUPPLY LLC	ELECTRICAL SPLICE FOR FANS @ CC	0.00	431.74
SEQUEL ELECTRICAL SUPPLY LLC	(200) 3" PVC CONDUIT	700.92	0.00
SHEPPARD SERVICES, LLC	(2) SOFT STARTS FOR WATER	2151.36	0.00
SHEPPARD SERVICES, LLC	(2) 85 AMP SOFT STARTS	2151.36	0.00
SNAP-ON CREDIT LLC	EQUIPMENT SUBSCRIPTION	0.00	58.25
SOUTHERN COMPANY SERVICES, INC	TRANSMISSION & ANCILLARY SERV	65616.25	0.00
STERICYCLE, INC.	Regular Service-City Hall	111.77	0.00
STEWART ENGINEERING INC	WHOLESALE PROFESSIONAL SERVIC	3600.00	0.00
STUART C. IRBY CO.	(126) VISE TOP INSULATORS	0.00	2847.60
STUART C. IRBY CO.	HWY 59 UPGRADE MATERIALS	0.00	1175.50
STUART C. IRBY CO.	(126) VISE TOP INSULATORS	0.00	2847.60
SUMMERDALE WESTERN STORE	UNIFORMS	0.00	225.00
SUNBELT FIRE	FD ANNUAL COMPRESOR SERVICE 7/	592.45	0.00
SUNBELT FIRE	TOWER-5 ANNUAL PUMP TEST	378.25	0.00
SUNBELT FIRE	FD ANNUAL FLOW TEST 7/16/24	1620.00	0.00
SUNBELT FIRE	EXTRICATION GLOVES	0.00	98.00
SUNBELT FIRE	ANNUAL PUMP TEST	0.00	720.00
SUNBELT SOLOMON	TRANSFORMER REPAIR	-40.00	0.00
T&T UNIFORMS, INC.	PD UNIFORMS	463.34	0.00
T MOBILE	PD / BODY CAM DATA	0.00	911.79
TASC	FSA - ADMINISTRATIVE FEES	144.21	0.00
THE BANK OF NEW YORK MELLON, N.A.	Project No. FS010254-01	0.00	13335.00
THOMAS HOSPITAL	DRUG/ALCOHOL SCREEN - MCDONAL	86.25	0.00
TITAN UTILITY SERVICES	ELECTRICAL EQUIPMENT TESTING	0.00	5861.00
DEBORAH TOLER	MONTHLY MILEAGE EXPENSE	74.77	0.00
ULINE	REFLECTIVE TAPE	151.46	0.00
UNITED BANK	USDA SEWER INTEREST	0.00	9333.64
UNITED RENTALS (NORTH AMERICA), IN	66" DRUM RENTAL & FUEL	3790.74	0.00
USA BLUEBOOK, LTD	PH BUFFER & LOOP SIMULATOR	816.84	0.00
USA BLUEBOOK, LTD	SAMPLING DIPPERS	576.08	0.00
VULCAN INC	(8) 24" STOP SIGNS, (8) 36" STOP SIGI	2287.36	0.00
VULCAN MATERIALS COMPANY	(2) LOADS B-BASE	2422.79	0.00
VULCAN MATERIALS COMPANY	B BASE	4713.31	0.00
WALMART COMMUNITY/ CAPITAL ONE	OPERATING/JANITORIAL SUPPLIES	585.68	0.00
	Open & Closed Invoice Totals:	$224,806.86	$544,051.57
	Grand Total of Open & Closed Invoices:		$768,858.43

The City Council of the City of Robertsdale, Alabama met Monday, August 19, 2024 at 8:00 a.m. in the Council Chambers of Robertsdale City Hall, that being the date, time and place for such meeting.

Upon roll call, the following members of the Council were found to be present: Mayor Murphy, Councilmember Kitchens, Cooper, Campbell, and Hollingsworth. Absent: Councilmember Johnson. A quorum being present the meeting proceeded with the transaction of business.

Mayor Murphy presided over the meeting. Shannon Burkett served as secretary. Ken Raines, City Attorney was also in attendance.

Mayor Murphy called for any additions or corrections to the minutes presented for approval from the August 5, 2024 meeting. Motion was made by Councilmember Campbell, seconded by Councilmember Cooper, with unanimous approval to accept the minutes of the previous meeting as presented. Motion carried.

Mayor Murphy asked for questions or comments regarding the bills presented for approval. There being none, motion was made by Councilmember Kitchens, seconded by Councilmember Cooper, with unanimous approval to accept the bills as presented. Motion carried. APPENDIX I

Mayor Murphy opened the public hearing as scheduled on the rezoning request made by Alexander Land Development on Krchak Lane, from R-1 to PUD. He explained that Mr. Alexander has purchased this four-acre parcel adjoining his existing PUD development, Alexander Park, with plans to expand the subdivision, and this rezoning was recommended by the Planning Commission. Councilmember Hollingsworth asked Mr. Alexander if the street extension will dead-end and what is the traffic flow going to be like. Amanda Thompson, with Goodwyn Mills Cawood, answered on Mr. Alexanders behalf explaining that the street wraps around south and then east and there will be a hammerhead type turnaround at the end of the development on the east side. Greg Smith, City Engineer, reviewed the map showing the layout of the roadway. Mr. Hollingsworth mentioned that he noticed the proposed lot size and asked what the lot size was for the original development. Mr. Smith stated that they are going to be the same size. Councilmember Hollingsworth asked Mr. Alexander how many houses that will give him in this development, and Mrs. Thompson mentioned that they are adding thirteen and will end up with forty-nine total. Mr. Alexander explained that a traffic study was conducted during the original development and was allowed fifty houses. Mayor Murphy closed the public hearing on this item.

Mayor Murphy opened the public hearing as scheduled on the rezoning request made by SETCO Properties LLC for the property located at 22995 Saint Paul Street, from R-2 to MU. Tyler Brown, representative for SETCO Properties, explained that they requesting to change the zoning due to limited parking and storage issues at Robertsdale Power Equipment and plan to utilize that piece of property to help address those issues. He mentioned that they already have an existing storage unit on the adjoining piece of property and their future plans are to expand that building for additional storage. Councilmember Campbell asked if they are planning on putting a warehouse on this property, and Mr. Brown explained that they would like to add more bays to that existing storage building, which would overlap onto this new piece of property. Rita Turner, resident of Saint Paul Street, asked what the plans are to separate residential area from the business. Mr. Brown explained that one of the recommendations at the Planning Commission meeting was to continue the fencing as is on their adjoining lot, which is a six-foot privacy fence, and mentioned that they could look at an eight-foot privacy fence and even help with a natural buffer, such as trees, if that would be suitable. Mrs. Turner asked about the loading and unloading of the trucks that park in the middle of the streets and customer parking along the street. Mr. Brown mentioned that it does get congested during those times but they try to select one side of the road for loading and unloading, as well as the customers. Mrs. Turner asked how this new acquisition would help, and Mr. Brown explained that the trucks would still be parking in the same location but they do not get shipments daily and try to unload them as quickly as possible. He mentioned that there will be parking at the new location across the street for employees and customers.

Mayor Murphy asked if there were any other questions regarding this request and Councilmember Hollingsworth stated that the privacy fencing would be appropriate since this is in this residential area. Mr. Brown reiterated that they would extend the existing fence and could increase it to an eight-foot fence option and mix in some trees for a natural buffer as well. Councilmember Hollingsworth stated that he would think that the residents would appreciate that. Mr. Brown explained that they do want to be as respectful as they can be. With no further discussion, Mayor Murphy closed the public hearing on this item.

Mayor Murphy opened the public hearing as scheduled on the rezoning request made by Medstate LLC at Wilters Street and the Baldwin Beach Express for a modification on their existing PUD zoning on Blackwater Ridge subdivision.

Greg Smith, City Engineer, explained that when they got their construction plans done, they ended up having to reconfigure or resize some of the lots and since the PUD zoning is specific, they had to submit a modification. Councilmember Hollingsworth asked for clarification on the changes. Mr. Smith explained that they made some changes on some of the lots in the northwest corner of the development. Councilmember Campbell asked about an entrance to the Beach Express, and Mr. Smith mentioned that the Beach Express entrance will be in the future. Mayor Murphy explained that the Beach Express entrance will be when they develop the commercial area. He mentioned that the Beach Express entranceway will fall under ALDOT regulations. With no further discussion, Mayor Murphy closed the public hearing and resumed the regular order of business.

The next item on the agenda is to award the debris removal contract. Greg Smith, City Engineer, addressed the Council explaining that the City received four complete proposals on Wednesday and after review, recommend Ceres Environmental Services Inc. Councilmember Campbell asked if this is a one-year contract, and Mr. Smith stated that this is for a two-year contract with one year extension renewal. Mayor Murphy mentioned that with FEMA regulations, we need to have a contract in effect. Motion was made by Councilmember Kitchens, seconded by Councilmember Cooper, with unanimous approval to award the debris removal contract to Ceres Environmental Services Inc. Motion carried.

Mayor Murphy stated that the next item of business is to award the Street Resurfacing Contract. Greg Smith, City Engineer, stated that bids were received on Thursday for the street resurfacing project. He mentioned that the low bidder was Asphalt Services Inc. with a total bid of $212,081.75 on the base bid for labor and equipment. Mr. Smith explained that the City is a member of the South Alabama Purchasing Alliance and able to purchase the asphalt material under that contract for $384,825.00, with the total project being approximately $596,906.75. After further discussion, motion was made by Councilmember Cooper, seconded by Councilmember Hollingsworth, with unanimous approval to award the street resurfacing bid to Asphalt Services Inc. for $212,081.75 on the base bid for labor and equipment. Motion carried.

The Council received a copy of Resolution No. 009-2024, regarding the property donation to Baldwin County Board of Education on Fairground Road to extend their athletic facilities at Robertsdale High School. Councilmember Hollingsworth said that the resolution presented is well written and thanked Mayor Murphy for presenting it. He mentioned that he would like to say that everyone knows what a wonderful High School we have in Robertsdale, and our school has grown and there is a need for property for the extra practice fields and extra activities, and he appreciates being able to with the Board of Education on this. Motion was made by Councilmember Hollingsworth, and seconded by Councilmember Cooper, to adopt Resolution No. 009-2024, with unanimous approval to adopt Resolution No. 008-2024, regarding the property donation to Baldwin County Board of Education on Fairground Road to extend their athletic facilities at Robertsdale High School. Mayor Murphy asked for any discussion on the motion. Councilmember Campbell asked if everyone was in agreement with the area described and Mayor Murphy explained that it has been discussed with the Board and they are in agreement. With no further discussion, Mayor Murphy called for a vote on the motion, which was unanimous to adopt Resolution No. 008-2024. Motion carried. APPENDIX II

The Council received a copy of Ordinance No. 014-2024, pertaining to the annexation request from Alexander Land Development on Krchak Lane, as R-1. Motion was made by Councilmember Campbell, seconded by Councilmember Cooper, that all rules unless suspended would prevent the immediate passage and adoption of Ordinance No. 014-2024, at this meeting and the same passed and adopted by unanimous vote of the Council. Mayor Murphy called for a roll call vote and the results were as follows: Yea: Mayor Murphy, Councilmember Kitchens, Cooper, Campbell, and Hollingsworth. Nay: None. Motion carried.

Motion was made by Councilmember Kitchens, seconded by Councilmember Cooper, that Ordinance No. 014-2024, pertaining to the annexation request from Alexander Land Development on Krchak Lane, as R-1, be passed by vote of the Council. Mayor Murphy called for a roll call vote and the results were as follows: Yea: Mayor Murphy, Councilmember Kitchens, Cooper, Campbell, Hollingsworth. Nay: None. Motion carried. APPENDIX III

The Council received a copy of Ordinance No. 015-2024, regarding the rezoning request made by Alexander Land Development on Krchak Lane, from R-1 to PUD. Motion was made by Councilmember Cooper, seconded by Councilmember Kitchens, that all rules unless suspended would prevent the immediate passage and adoption of Ordinance No. 015-2024, at this meeting and the same passed and adopted by unanimous vote of the Council. Mayor Murphy called for a roll call vote and the results were as follows: Yea: Mayor Murphy, Councilmember Kitchens, Cooper, Campbell, Hollingsworth. Nay: None. Motion carried.

Motion was made by Councilmember Kitchens, seconded by Councilmember Campbell, that Ordinance No. 015-2024, regarding the rezoning request made by Alexander Land Development on Krchak Lane, from R-1 to PUD, be passed by vote of the Council. Mayor Murphy called for a roll call vote and the results were as follows: Yea: Mayor Murphy, Councilmember Kitchens, Cooper, Campbell, and Hollingsworth. Nay: None. Motion carried. APPENDIX IV

The Council received a copy of Ordinance No. 016-2024, pertaining to the rezoning request made by SETCO Properties LLC for the property located at 22995 Saint Paul Street, from R-2 to MU. Motion was made by Councilmember Campbell, seconded by Councilmember Cooper, that all rules unless suspended would prevent the immediate passage and adoption of Ordinance No. 016-2024, at this meeting and the same passed and adopted by unanimous vote of the Council. Mayor Murphy called for a roll call vote and the results were as follows: Yea: Mayor Murphy, Councilmember Kitchens, Cooper, Campbell, Hollingsworth. Nay: None. Motion carried.

Motion was made by Councilmember Kitchens, seconded by Councilmember Cooper, that Ordinance No. 016-2024, regarding the rezoning request made by SETCO Properties LLC for the property located at 22995 Saint Paul Street, from R-2 to MU, be passed by vote of the Council. Mayor Murphy called for a roll call vote and the results were as follows: Yea: Mayor Murphy, Councilmember Kitchens, Cooper, Campbell, and Hollingsworth. Nay: None. Motion carried. APPENDIX V

The Council also received a copy of Ordinance No. 017-2024, regarding the rezoning request made by Medstate LLC at Wilters Street and Baldwin Beach Express, for the PUD modification. Motion was made by Councilmember Campbell, seconded by Councilmember Cooper, that all rules unless suspended would prevent the immediate passage and adoption of Ordinance No. 017-2024, at this meeting and the same passed and adopted by unanimous vote of the Council. Mayor Murphy called for a roll call vote and the results were as follows: Yea: Mayor Murphy, Councilmember Kitchens, Cooper, Campbell, Hollingsworth. Nay: None. Motion carried.

Motion was made by Councilmember Campbell, seconded by Councilmember Cooper, that Ordinance No. 017-2024, regarding the rezoning request made by Medstate LLC at Wilters Street and Baldwin Beach Express, for the PUD modification, be passed by vote of the Council. Mayor Murphy called for a roll call vote and the results were as follows: Yea: Mayor Murphy, Councilmember Kitchens, Cooper, Campbell, and Hollingsworth. Nay: None. Motion carried. APPENDIX VI

For information, Mayor Murphy mentioned that the City is receiving an Achievement Award from League of Municipalities on October 30th at the Perdido Beach Resort, and then they will be holding their Municipal Leadership Institute on October 31st and November 1st.

There being no further business to come before the Council, motion was made by Councilmember Cooper, seconded by Councilmember Campbell, with unanimous approval to adjourn. Motion carried.

APPROVED THIS 3RD DAY OF September, 2024.

SECRETARY

MAYOR

CITY OF ROBERTSDALE **ACCOUNTS PAYABLE** **APPENDIX____**

AUGUST 19, 2024 **BILL LIST**

Vendor Name	Description	Open	Paid
A&A REFRIGERATION & FOOD SVC I	WALK-IN COOLER REPIAR @ COLISEUI	0.00	960.00
ACTION	BUSINESS CARDS	0.00	85.00
ADVANCED METAL SYSTEMS OF AL	MOVING GUTTERS FOR ELECTRICAL UI	0.00	975.00
AIRGAS USA, LLC	CYLINDER RENTALS	1306.84	0.00
ALABAMA PIPE & SUPPLY, INC.	MANHOLE RISERS FOR HUGHEN STREI	500.00	0.00
AL RURAL ELECTRIC ASSOC OF CO	FLAGGER TRAINING	1215.00	0.00
ARISTA INFORMATION SYSTEMS, IN	UT BILLS- PRINT SERVICE & POSTAGE	0.00	3362.90
CARRIE J. BAGGETT	CITY HL-CLEANING SERV	0.00	200.00
BALDWIN COUNTY BOARD OF EDUC	2024-MOU / RHS Head Football Coach	0.00	15000.00
BAY UTILITY TRAILERS, INC.	COUPLER	0.00	100.00
BILL PATTERSON CONSTR	HAULING SANDY BASE BY LOAD	0.00	3900.00
BOB BARKER COMPANY, INC.	JAIL SUPPLIES	0.00	236.25
BRIGHTLY SOFTWARE, INC.	ASSET ESSENTIALS (10/1/24-9/30/25)	0.00	10621.92
BSN SPORTS	(2) PR GREEN POSTS	0.00	506.54
CAMPBELL HARDWARE	UT,EL,WA,RC,SW, PW/ OPER SUPPLIES	0.00	793.05
CAPITAL ONE TRADE CREDIT	TROY BUILT GAS EDGER	0.00	516.00
CEDARCHEM,LLC	(4) DRUMS CEDAR CLEAR	4589.05	0.00
CFS INSPECTIONS	TRUCK 5 E-ONE PLATFORM INSPECTIO	0.00	1475.00
CITIZENS' BANK	COLISEUM PAYMENT	0.00	10954.20
CIVICPLUS LLC	ONLINE CODE HOSTING - 4/1/2024-3/31/	0.00	950.00
CLEVERDON SOD FARM	CENTIPED ROLLS	249.00	0.00
COASTAL INDUSTRIAL SUPPLY LLC	(10) CASES OF BLACK GLOVES	313.90	0.00
COASTAL INDUSTRIAL SUPPLY LLC	3/4 IN BOLTS & NUTS - SCHOOL GOAL F	31.76	0.00
COASTAL INDUSTRIAL SUPPLY LLC	4 PC REAMER SET	79.99	0.00
COASTAL INDUSTRIAL SUPPLY LLC	(3) CASES BLUE MARKING PAINT	359.64	0.00
COASTAL INDUSTRIAL SUPPLY LLC	PAINT, TAPE, EXTENSION CORD	196.95	0.00
COASTAL INDUSTRIAL SUPPLY LLC	DRILL BITS FOR SHOP	65.48	0.00
COASTAL INDUSTRIAL SUPPLY LLC	SELF TAPPING SCREWS	15.00	0.00
COASTAL INDUSTRIAL SUPPLY LLC	IMPACT DRILL, BATTERY, BITS	0.00	562.71
COASTAL INDUSTRIAL SUPPLY LLC	RATCHET & EXTENSION	0.00	67.98
COASTAL INDUSTRIAL SUPPLY LLC	ELECTRIC TOOLS FOR BUCKET	0.00	48.89
CONSOLIDATED PIPE & SUPPLY	BLACKWATER RIDGE SEWER MATERIA	23226.00	0.00
CONSOLIDATED PIPE & SUPPLY	BEACH EXPRESS PROJECT	4373.00	182.00
CRAFT TRAINING FUND	NON-RESIDENTIAL PERMIT FEES	0.00	685.00
DAVISON FUELS & OIL COMPANY	FUEL FOR CITY VEHICLES	0.00	4663.10
DIAMOND M&A ELECTRIC, LLC	INSTALL (3) 200A 3PH METER CANS - G	0.00	1875.00
TODD ELLISON	ICE CREAM FOR BACK TO SCHOOL BAS	0.00	970.00
EMPIRE PIPE MUNICIPAL	3/4" CHECK VALVES, TOOLS	0.00	709.25
HEATHER FELLER	PZK & SR CNTR-CLEANING SERV	0.00	1450.00
FERGUSON WATERWORKS #1204	SEWER FITTINGS	50.55	0.00
FERGUSON WATERWORKS #1204	PVC FITTINGS	0.00	92.96
FERGUSON WATERWORKS #1204	WATER INVENTORY	0.00	840.00
FIRE & SAFETY COMMODITIES	SEMI-ANNUAL INSP OF WET CHEMICAL	500.00	0.00
GALLS, LLC	PD SUPPLIES	340.51	0.00
GREENPOINT AG	BALLFIELD CHEMICALS	0.00	6009.40
GREER'S #34	SUPPLIES FOR FD	0.00	89.68
GULF COAST BLDG SUPPLY & HARI	REPR & MTN TO BLDGS, OPER & MISC S	0.00	3979.57
GULF COAST MEDIA	LOCAL ADS WEDNESDAY / BALDWIN TI	0.00	4306.00
HAGAN FENCE OF BALDWIN, INC	LIFTMASTER BUTTON TRANS PW BUILI	200.00	0.00
HAYNES EMERGENCY LIGHTING	EQUIPPING 2024 DURANGOS	0.00	12883.48
LEO HELTON	TREE REMOVAL	0.00	2300.00
HERC RENTALS	WWTP LAGOON	3946.25	0.00
HERC RENTALS	PUMP VAC ASSIST CIRCLE DR	2508.95	0.00
HERC RENTALS	PUMP VAC ASSIT W. ILLINOIS	4279.57	0.00
HINKLE METALS & SUPPLY CO	SHRADER TOOL / VALVES	63.48	0.00
IMAGECRAFT SERVICES	GRAPHICS DECALS & LETTERING - 202	650.00	0.00
IMPERIAL DADE	CRANBERRY ICE SOAP, 8OZ STYROFO/	0.00	194.82
INFIRMARY OCCUPATIONAL HEALTI	3Q DRUG & ALCOHOL TESTING	750.00	0.00
JERRY PATE TURF & IRRIGATION, IN	(6) RB8005 SPRINKLERS	0.00	468.00
RUSTEE L KAROLYI	MONTHLY MILEAGE EXPENSE	0.00	78.79
STEPHANIE A KROLL	MONTHLY MILEAGE-CELL PHONE-MISC	0.00	206.30
LOCAL GOVERNMENT SERVICES, LI	Assist Negotiating Southern Light Franchis	0.00	5000.00
LOXLEY CWC GENERAL FUND	INMATE EXPENSES	0.00	3135.00
MATHES OF ALABAMA/FOLEY	WASHER & DRYER PARTS, CAT 6 & ENI	0.00	465.65
BRANDY MAYNARD	PETTING ZOO-BACK TO SCHOOL BASH	0.00	350.00
McCARTER & ENGLISH ATTORNEY A	LEGAL FEES	0.00	770.00
M & D CONSULTING, LLC	PD RADIO SYSTEM	0.00	983.08
MITCHELL LANDSCAPE AND CONST	SIDEWALK WORK THROUGHOUT CITY	0.00	11375.00
MOBILE MECHANICAL SERVICE INC.	PARKS DEPT SERVICE	303.20	0.00
MOBILE SOLVENT & SUPPLY	CHLORINE	0.00	473.95
ANNIE MOODY	CERTIFICATION AWARD-PAYROLL SPE	0.00	250.00

CITY OF ROBERTSDALE **ACCOUNTS PAYABLE** **APPENDIX____**

AUGUST 19, 2024 **BILL LIST**

CHARLES H. MURPHY	MONTHLY MILEAGE/PHONE EXPENSE	0.00	479.96
PAUL M OVERSTREET	TUITION REIMBURSMENT	0.00	1458.00
PACE ANALYTICAL SERVICES, INC	6 REGULAR WATER SAMPLES	275.00	0.00
PAM'S EMBROIDERY & SEWING	PD UNIFORM EMBROIDERY	80.00	0.00
PARISH TRACTOR	LAWN MOWER PULLEY	96.07	0.00
PARISH TRACTOR	ALTERNATOR FOR LAWN MOWER	280.82	0.00
PARISH TRACTOR	AC BELT FOR TRACTOR	31.73	0.00
PARISH TRACTOR	SHUT OFF SOLENOID FOR LAWNMOWE	0.00	314.88
PARISH TRACTOR	REPAIR ON RENTAL EQUIP	0.00	1141.23
PARISH TRACTOR	RENTAL - EXCAVATOR W/BRUSH CUTT	0.00	2109.00
PARISH TRACTOR	FUEL FILTER FOR SKIDSTEER	0.00	48.52
PARTEN SMITH, INC.	2021 TA SIDEWALK PROJECT	0.00	176407.50
PRO V CONSTRUCTION LLC	CONCRETE AT RHS	7115.25	0.00
QUALITY PRINTING & BUSINESS SY	PD/ COPIER MTN EXPENSE	0.00	64.97
QUALITY PRINTING & BUSINESS SY	CITY HALL/ COPIER MTN EXPENSE	0.00	125.07
QUALITY PRINTING & BUSINESS SY	LIBRARY/ COPIER MTN EXPENSE	0.00	13.29
QUALITY PRINTING & BUSINESS SY	UT/ COPIER MTN EXPENSE	0.00	205.34
KENNETH R. RAINES LAW FIRM	RETAINER & LEGAL EXPENSES FOR JU	0.00	2822.50
ROBERTSDALE H.S. BASEBALL BOC	RHS BASEBALL FIELD MAINTENANCE	0.00	10000.00
REGAN MECHANIX LLC	REPAIRS TO TRUCK 36	0.00	1608.99
RESEARCH PRODUCTS INC	(1100) GALS CAUSTIC	3805.00	0.00
ROBERTSDALE AUTO PARTS	TRI-POWER V-BELT	0.00	26.99
ROBERTSDALE FEED,SEED & SUPP	6 BAGS OF COPPER SULFATE	0.00	221.94
ROBERTSDALE FEED,SEED & SUPP	PCOLA BAHIA/TOP MILLETT -BLACKWA	0.00	338.00
SEMINOLE LAWN CARE, LLC	IRRIGATION REPAIR-BASEBALL FIELD	0.00	575.00
SEMINOLE LAWN CARE, LLC	MAINTAIN PD BEDS	300.00	0.00
SEMINOLE LAWN CARE, LLC	MAINTAIN LIBRARY FLOWER BEDS	400.00	0.00
SEMINOLE LAWN CARE, LLC	MAINTAIN HONEYBEE PARK	1925.00	0.00
SEMINOLE LAWN CARE, LLC	MAINTAIN CHAMBER FLOWERBEDS	450.00	0.00
SEMINOLE LAWN CARE, LLC	MAINTAIN CITY HALL FLOWERBEDS	125.00	0.00
SMITH INDUSTRIAL SERVICE, INC	CLEANING LIFT STATIONS 7/30 & 07/29/	5503.29	0.00
SMITH INDUSTRIAL SERVICE, INC	TRENCHED AND POTHOLED AROUND 7	3288.72	0.00
SMITH INDUSTRIAL SERVICE, INC	VACCUUM OUT LIFT STATIONS 8/1/24	2751.65	0.00
SOUTHCON	MATERIAL FOR UNDERGROUND ELECT	0.00	20856.00
SOUTH LAND SOD	ADAMS ACRES RD	1191.50	0.00
SRM CONCRETE	CONCRETE HWY 71& HWY 90	0.00	4050.00
SRM CONCRETE	SIDEWALKS HWY 71 & HWY 90	0.00	3440.00
STERICYCLE, INC.	SHRED IT SVCS - PW	0.00	81.92
STERICYCLE, INC.	SHRED IT SVCS - PD	0.00	73.04
STIVERS FORD LINCOLN	2023 FORD F150 - TRUCK 61	0.00	35605.00
SUNBELT SOLOMON	TRANSFORMER REPAIR	-40.00	0.00
SWDA BALDWIN COUNTY	LANDFILL EXPENSES	0.00	14709.90
SWEAT TIRE CO INC	TIRE REPAIR - GARBAGE TRUCK #36	45.00	0.00
SWEAT TIRE CO INC	OIL CHANGE & TIRE ROTATION	148.32	0.00
SWEAT TIRE CO INC	LAWN MOWER TIRE	222.70	0.00
SWEAT TIRE CO INC	TIRES FOR UTILITY TRAILER	858.78	0.00
TASC	FSA & ACA - ADMINISTRATIVE FEES	0.00	259.05
TeamLogic IT	SERVER MANAGED SERVICES (4/01/24-	0.00	4590.00
TeamLogic IT	SERVICE @ LB, FD, CITY HALL	0.00	1809.58
THOMAS HOSPITAL	POST ACCIDENT RVFD DRUG TEST (H.I	0.00	210.45
THOMSON REUTERS - WEST	SOFTWARE SUBSCRIPTION CHRGS	0.00	341.25
TRANSARMOUR	(2) 225 KVA 3 PHASE PADMOUNT TRAN	0.00	22500.00
TRANSARMOUR	(3) 50KVA POLEMOUNT TRANSFORMER	0.00	6300.00
USA BLUEBOOK, LTD	HACH SAMPLER, SECADOR CABINET, T	720.15	0.00
USA BLUEBOOK, LTD	SEWER PLANT SUPPLIES	0.00	396.49
USA BLUEBOOK, LTD	(2) DISPOSABLE BOD BOTTLES, (2) MIC	0.00	551.48
US DEPARTMENT OF ENERGY	SEPA - POWER PURCHASED	0.00	39456.36
WAS DESIGN INC.	DESIGN PLANNING FOR COLISEUM PAI	0.00	3221.25
WM CORPORATE SERVICES, INC.	WASTE DISPOSAL WWTP	0.00	1506.59
WM CORPORATE SERVICES, INC.	WASTE DISPOSAL PZK/CIVIC CTR	0.00	187.83
WM CORPORATE SERVICES, INC.	WASTE DISPOSAL WWTP 2ND DUMP	0.00	2066.72
WM CORPORATE SERVICES, INC.	WASTE DISPOSAL CITY PARK	0.00	718.41
WILEY SERVICES	REPLACE A/C UNIT AT CITY HALL	8100.00	0.00
WITTICHEN SUPPLY COMPANY, INC	CAPACITORS FOR SUN DIAMONDS	0.00	26.53
	Open & Paid Invoice Totals:	**$87,788.10**	**$477,020.50**
	Grand Total of Open & Paid Invoices:		**$564,808.60**

RESOLUTION NO. 009-2024

WHEREAS: In planning for the future benefit of the Adults, Children, and Citizens of Robertsdale, Alabama to enjoy and participate in extracurricular and athletic activities at Robertsdale High School, and

WHEREAS: The City of Robertsdale understands the need to accomplish the above objective is best served by cooperation with the Baldwin Board of Education in the betterment to meet said needs, and

WHEREAS: The City of Robertsdale wishes to help obtain these benefits by donating approximately 5.39 acres of city property adjoining the campus of Robertsdale High School, said property abutting the campus property on the east and fronting on Fairground Rd. This property will run north to south along the boundary with the city and the school campus and will front on Fairground Rd. The donated city property will measure approximately 175 ft. from east to west, and 1,342 ft. north to south and contain approximately 5.39 acres, and

WHEREAS: The City of Robertsdale wishes to convey this donation of city property to the Baldwin County Board of Education as a measurement in promoting good-will and cooperation for the Adults, Children, and Citizens of Robertsdale, and

WHEREAS: The City of Robertsdale understands that the Baldwin Board of Education will construct two (2) practice fields for the use of Robertsdale High School students for various needs as determined by the school, and

WHEREAS: The City recognizes the urgent needs for said practice fields for the use of Robertsdale High School Students and recognizes the public purpose of which the fields will contribute to the overall betterment and joy of the Citizens of Robertsdale, and

NOW THEREFORE, BE IT RESOLVED, the City of Robertsdale will process this transfer and donation of property to Baldwin County Board of Education at no expense to the board as passed on this date.

Passed this 19th day of August, 2024, by the City of Robertsdale

Shannon J. Burkett
City Clerk
City of Robertsdale

Honorable Charles H. Murphy
Mayor
City of Robertsdale

ORDINANCE NO. 014-2024

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROBERTSDALE, ALABAMA, AS FOLLOWS:

WHEREAS, the City Council of the City of Robertsdale, Alabama has received a petition of annexation from Alexander Land Development LLC for the property located approximately 1,125 feet south of Krchak Lane and 508 feet east of County Road 65 (Palmer Street), as a R-1 zone, and

WHEREAS, the Planning Commission of the City of Robertsdale has reviewed the proposed annexation of said petition and has recommended the Council proceed with the annexation, and

WHEREAS, the property being considered for annexations is contiguous with the current city limits, and

WHEREAS, the following is a legal description of the property:

Beginning at the Southeast corner of the Northwest Quarter of the Southwest Quarter of Section 7, Township 6 South, Range 4 East, Baldwin County, Alabama (as evidenced by an existing capped iron foresight); thence South 89°39'12" West, 868.64 feet; thence North 27°17'23" East, 80.43 feet; thence North 15°20'59" East, 63.16 feet; thence North 08°02'06" West, 52.96 feet, thence North 89°38'00" East, 391.48 feet; thence North 89°37'09" East, 215.98 feet; thence North 89°39'29" East, 215.92 feet; thence South 00°17'20" West, 184.80 feet to the point of beginning.

BE IT FURTHER ORDAINED THAT THE OFFICIAL ZONING MAP, AS AMENDED, BE FURTHER AMENDED TO REFLECT THIS CHANGE.

Adopted and approved by the City Council of the City of Robertsdale, Alabama, on this 19th day of August, 2024.

MAYOR

ATTEST:

CITY CLERK

CERTIFICATION:

I, Shannon Burkett, as City Clerk of the City of Robertsdale, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 014-2024 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Robertsdale on the 19th day of August, 2024, as same appears in the official records of said City.

ORDINANCE NO. 015-2024

AN ORDINANCE TO AMEND ORDINANCE NO. 02-10, ADOPTED BY THE CITY COUNCIL OF THE CITY OF ROBERTSDALE, ALABAMA, SEPTEMBER 23, 2002.

BE IT ORDAINED, by the City Council of the City of Robertsdale, Alabama as follows:

That the Zoning Ordinance and official zoning map as amended, be further amended to rezone the following described property:

FROM R-1 to PUD:
Beginning at the Southeast corner of the Northwest Quarter of the Southwest Quarter of Section 7, Township 6 South, Range 4 East, Baldwin County, Alabama (as evidenced by an existing capped iron foresight); thence South 89°39'12" West, 868.64 feet; thence North 27°17'23" East, 80.43 feet; thence North 15°20'59" East, 63.16 feet; thence North 08°02'06" West, 52.96 feet, thence North 89°38'00" East, 391.48 feet; thence North 89°37'09" East, 215.98 feet; thence North 89°39'29" East, 215.92 feet; thence South 00°17'20" West, 184.80 feet to the point of beginning.

BE IT FURTHER ORDAINED THAT THE OFFICIAL ZONING MAP, AS AMENDED, BE FURTHER AMENDED TO REFLECT THIS CHANGE.

APPROVED THIS 19TH DAY OF AUGUST, 2024.

MAYOR

ATTEST:

CITY CLERK

CERTIFICATION:

I, Shannon Burkett, as City Clerk of the City of Robertsdale, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 015-2024 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Robertsdale on the 19th day of August, 2024, as same appears in the official records of said City.

ORDINANCE NO. 016-2024

AN ORDINANCE TO AMEND ORDINANCE NO. 02-10, ADOPTED BY THE CITY COUNCIL OF THE CITY OF ROBERTSDALE, ALABAMA, SEPTEMBER 23, 2002.

BE IT ORDAINED, by the City Council of the City of Robertsdale, Alabama as follows:

That the Zoning Ordinance and official zoning map as amended, be further amended to rezone the following described property:

FROM R-2 to MU:
Lots 1 and 2, in Block "B", of the re-plat of Lots 29 and 30, of the Third Addition to the Town of Robertsdale, Alabama, according to the map or plat thereof recorded in Map Book 4, Page 141, in the Office of the Judge of Probate, Baldwin County, Alabama.

BE IT FURTHER ORDAINED THAT THE OFFICIAL ZONING MAP, AS AMENDED, BE FURTHER AMENDED TO REFLECT THIS CHANGE.

APPROVED THIS 19TH DAY OF AUGUST, 2024.

MAYOR

ATTEST:
CITY CLERK

CERTIFICATION:

I, Shannon Burkett, as City Clerk of the City of Robertsdale, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 016-2024 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Robertsdale on the 19th day of August, 2024, as same appears in the official records of said City.

ORDINANCE NO. 017-2024

AN ORDINANCE TO AMEND ORDINANCE NO. 02-10, ADOPTED BY THE CITY COUNCIL OF THE CITY OF ROBERTSDALE, ALABAMA, SEPTEMBER 23, 2002.

BE IT ORDAINED, by the City Council of the City of Robertsdale, Alabama as follows:

That the Zoning Ordinance and official zoning map as amended, be further amended to rezone the following described property:

FROM MU to MU (Modification):
COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 4 TOWNSHIP 6 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA; THENCE NORTH 00°56'47" EAST A DISTANCE OF 60.94 FEET TO A POINT ON THE NORTH MARGIN OF BALDWIN COUNTY ROAD 52, THE POINT OF BEGINNING, SAID POINT MARKED BY A CONCRETE MONUMENT AND BEING THE SOUTHWEST CORNER OF PARCEL HERIN DESCRIBED; THENCE NORTH 01°25'59" EAST A DISTANCE OF 1285.48 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE NORTH 00°20'02" EAST A DISTANCE OF 1319.20 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE NORTH 89°33'39" EAST A DISTANCE OF 56.75 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE SOUTH 57°37'12" EAST A DISTANCE OF 1506.79 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE SOUTH 00°34'06" WEST A DISTANCE OF 460.58 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR) SET IN A BARBED WIRE FENCE DETERMINED TO BE THE NORTH LINE OF THE PROPERTY HEREIN DESCRIBED ACCORDING TO COURT DECREE CV 92-690, DATED MARCH 20TH 1995; THENCE SOUTH 88°32'43" EAST, ALONG SAID BARBED WIRE FENCE, A DISTANCE OF 729.40 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR) SET IN THE SAID BARBED WIRE FENCE LINE; THENCE ALONG SAID FENCE LINE, SOUTH 89°41'35" EAST A DISTANCE OF 472.37 FEET TO A POINT ON THE WEST MARGIN OF BALDWIN BEACH EXPRESS, (A.K.A. COUNTY ROAD 83), SAID POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE ALONG SAID WEST MARGIN, SOUTH 00°11'00" WEST A DISTANCE OF 999.83 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE CONTINUING ALONG SAID WEST MARGIN, SOUTH 05°52'29" WEST A DISTANCE OF 100.50 FEET TO A POINT MARKED BY A CONCRETE MONUMENT; THENCE CONTINUING ALONG SAID WEST MARGIN, SOUTH 00°09'51" WEST A DISTANCE OF 124.40 FEET TO A POINT MARKED BY A CONCRETE MONUMENT; THENCE CONTINUING ALONG SAID WEST MARGIN, SOUTH 45°03'46" WEST A DISTANCE OF 97.91 FEET TO A POINT ON THE NORTH MARGIN OF COUNTY ROAD 52. MARKED BY A CONCRETE MONUMENT; THENCE DEPARTING SAID WEST MARGIN AND ALONG SAID NORTH MARGIN, SOUTH 89°58'18" WEST A DISTANCE OF 100.00 FEET TO A POINT MARKED BY A CONCRETE MONUMENT; THENCE CONTINUING ALONG SAID NORTH MARGIN, SOUTH 82°50'48" WEST A DISTANCE OF 201.55 FEET TO A POINT MARKED BY A CONCRETE MONUMENT; THENCE CONTINUING ALONG SAID NORTH MARGIN, SOUTH 88°34'05" WEST A DISTANCE OF 200.31 FEET TO A POINT MARKED BY A CONCRETE MONUMENT; THENCE CONTINUING ALONG SAID NORTH MARGIN, NORTH 89°59'54" WEST A DISTANCE OF 999.98 FEET TO A POINT MARKED BY A CONCRETE MONUMENT; THENCE CONTINUING ALONG SAID NORTH MARGIN, SOUTH 89°50'17" WEST A DISTANCE OF 299.36 FEET TO A POINT MARKED BY A CONCRETE MONUMENT; THENCE CONTINUING ALONG SAID NORTH MARGIN, NORTH 88°59'51" WEST A DISTANCE OF 399.93 FEET TO A POINT MARKED BY A CONCRETE MONUMENT; THENCE CONTINUING ALONG SAID NORTH MARGIN, NORTH 89°45'53" WEST A DISTANCE OF 283.47 FEET TO THE POINT OF BEGINNING; CONTAINING 4583109 SQUARE FEET (105.21 ACRES), MORE OR LESS.

BE IT FURTHER ORDAINED THAT THE OFFICIAL ZONING MAP, AS AMENDED, BE FURTHER AMENDED TO REFLECT THIS CHANGE.

APPROVED THIS 19TH DAY OF AUGUST, 2024.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION:

I, Shannon Burkett, as City Clerk of the City of Robertsdale, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 017-2024 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Robertsdale on the 19th day of August, 2024, as same appears in the official records of said City.

The City Council of the City of Robertsdale, Alabama met Tuesday, September 3, 2024 at 6:00 p.m. in the Council Chambers of Robertsdale City Hall, that being the date, time and place for the rescheduled meeting.

Upon roll call, the following members of the Council were found to be present: Mayor Murphy, Councilmember Kitchens, Cooper, Campbell, and Hollingsworth. Absent: Councilmember Johnson. A quorum being present the meeting proceeded with the transaction of business.

Mayor Murphy presided over the meeting. Shannon Burkett served as secretary. Ken Raines, City Attorney, was also in attendance.

Mayor Murphy called for any additions or corrections to the minutes presented for approval from the August 19, 2024 meeting. Motion was made by Councilmember Campbell, seconded by Councilmember Cooper, with unanimous approval to accept the minutes from the previous meeting. Motion carried.

Mayor Murphy asked for questions or comments regarding the bills presented for approval. Motion was made by Councilmember Kitchens, seconded by Councilmember Cooper, with unanimous approval to accept the bills for payment as presented. Motion carried. APPENDIX I

The first presentation was from Julie Waters with the Jace Waters Foundation.

Julie Waters addressed the Council asking to reserve Honey Bee Park for their 7th Annual Hub City Classic scheduled for April 5, 2025. Councilmember Hollingsworth asked for clarification on the event. Mrs. Waters explained that the run is an event held by the Jace Waters Foundation for transitional living, working with families and people with substance use disorder seeking recovery, so they raise funds to help scholarship them into programs that are already established. Councilmember Cooper stated that this is a wonderful program and she should be commended for the work she does. She mentioned that they hold two fundraisers, a banquet in October and the run. After discussion, motion was made by Councilmember Hollingsworth, seconded by Councilmember Cooper, with unanimous approval to allow the Jace Waters Foundation to hold their Hub City Classic and the use of the billboard to promote the event. Motion carried.

Mayor Murphy stated that the next presentation is from the Little Miss Honey Bee Program representatives.

Adalyn Lyles and Addison Kucera, Little Miss Honey Bee Queen Ambassadors, addressed the Council thanking them for previous sponsorship throughout the years and asked them for another sponsorship this year. They explained that all of their profits made from their program go to local scholarships throughout the community and towards their Backpack Program. Councilmember Cooper thanked all of those involved in this to make it possible. Motion was made by Councilmember Cooper, and seconded by Councilmember Kitchens, to renew the sponsorship for the Little Miss Honey Bee Program. Mayor Murphy asked for any discussion on the motion, and Councilmember Hollingsworth stated that it is truly amazing to see the excitement that these two show being involved in this program. The representatives explained that this is like a lifelong sisterhood. With no further discussion, Mayor Murphy called for a vote on the motion, which was unanimous to renew the sponsorship for the Little Miss Honey Bee Program. Motion carried.

The Council received an ad request from Gulf Coast Media for the Media Scoreboard tabloid. Motion was made by Councilmember Kitchens, seconded by Councilmember Cooper, with unanimous approval to reject the request to purchase the ad in the Media Scoreboard tabloid. Motion carried.

Mayor Murphy stated that the next item on the agenda is a surplus request from Public Works on a 2010 F-150 truck. Motion was made by Councilmember Hollingsworth, seconded by Councilmember Cooper, with unanimous approval for Public Works to surplus the 2010 F-150 truck. Motion carried.

The Council received a reappointment request for Sonja Connor to the Park and Street Tree Committee. Motion was made by Councilmember Cooper, and seconded by Councilmember Campbell to reappoint Sonja Connor to the Park and Street Tree Committee. Mayor Murphy called for any other nominations. There being none, he called for a vote on the motion, which was unanimous to reappoint Sonja Connor to the Park and Street Tree Committee. Motion carried.

Mayor Murphy stated that the next item on the agenda is the 2025 Annual Budget. Lewis Shealy, Chief Financial Officer, presented the proposed 2025 Budget to the Council during the workshop meeting. Mayor Murphy mentioned that the only difference is the additional expenditure to the budget of $16,000.00, which brings the surplus amount to $284,775.00. Motion was made by Councilmember Kitchens, and seconded by Councilmember Cooper, to adopt the 2025 Annual Budget with the additional expenditure of $16,000.00. Mayor Murphy asked for any discussion on the motion. Councilmember Hollingsworth stated that the budget is put together and done in a very professional manner, is a budget that is balanced and a job well done to the City employees. With no further discussion, Mayor Murphy called for a vote on the motion, which was unanimous to adopt the 2025 Annual Budget with the additional expenditure of $16,000.00. Motion carried.

Mayor Murphy stated that the next item on the agenda, Ordinance No. 018-2024, the annexation request from Thomas and Sue Gordon, was recommended by the Planning Commission to annex their residence on Sturma Lane.

The Council received a copy of Ordinance No. 018-2024, pertaining to the annexation request made by Thomas and Sue Gordon of their property at 19630 Sturma Lane, as R-1. Motion was made by Councilmember Campbell, seconded by Councilmember Kitchens, that all rules unless suspended would prevent the immediate passage and adoption of Ordinance No. 018-2024, at this meeting and the same passed and adopted by unanimous vote of the Council. Mayor Murphy called for a roll call vote and the results were as follows: Yea: Mayor Murphy, Councilmember Kitchens, Cooper, Campbell, and Hollingsworth. Nay: None. Motion carried.

Motion was made by Councilmember Kitchens, seconded by Councilmember Cooper, that Ordinance No. 018-2024, pertaining to the annexation request made by Thomas and Sue Gordon of their property at 19630 Sturma Lane, as R-1, be passed by vote of the Council. Mayor Murphy called for a roll call vote and the results were as follows: Yea: Mayor Murphy, Councilmember Kitchens, Cooper, Campbell, Hollingsworth. Nay: None. Motion carried. APPENDIX II

There being no further business to come before the Council, motion was made by Councilmember Cooper, seconded by Councilmember Campbell, with unanimous approval to adjourn. Motion carried.

APPROVED THIS 16th DAY OF
September, 2024.

SECRETARY

MAYOR

CITY OF ROBERTSDALE **ACCOUNTS PAYABLE** **APPENDIX____**

SEPTEMBER 03, 2024 **BILL LIST**

Vendor Name	Description	Open	Paid
ALABAMA PIPE & SUPPLY, INC.	MANHOLE RISERS FOR HUGHEN STREET	0.00	500.00
ALACOURT.COM	ONLINE COURT RECORDS	0.00	107.00
ALLIGATOR ALLEY	SUMMER READING PROGRAM	500.00	0.00
AMERICAN LIBRARY SALES	LB / BOOKS	0.00	40.00
ANIXTER POWER SOLUTIONS, LLC	(7) 3 PHASE CT METER CANS	0.00	2857.68
CARRIE J. BAGGETT	CITY HL-CLEANING SERV	200.00	200.00
BALDWIN CO JUDGE OF PROBATE	RECORDING FEES	3.00	29.00
BALDWIN EMC	LIFT STATION/SHADOWBROOK	50.00	0.00
BALDWIN EMC	GRINDER PUMP/GROVE PARC SUB	212.00	0.00
BALDWIN EMC	LIFT STATION HARVEST MEADOWS	0.00	53.00
BALDWIN EMC	HARVEST MEADOWS LIFT STATION	0.00	47.00
BALDWIN EMC	CRYSTAL POINTE	0.00	48.00
BALDWIN EMC	LIFT STATION/CRYSTAL ORCHARD	0.00	55.00
BALDWIN EMC	CRYSTAL ORCHARD - PUMP STATION	0.00	124.00
BALDWIN EMC	COTTAGES @ AVENTURA - LIFT STATION	0.00	198.00
BALDWIN EMC	STREET LIGHTS / ERRYBANE ACRES	323.90	0.00
BALDWIN JANITORIAL AND PAPER	JAIL SUPPLIES	428.73	0.00
BALDWIN PORTABLE TOILETS	PORTABLE TOILETS	297.00	0.00
EVER E BEDOYA	IN-PERSON COURT INTERPRETATION	0.00	150.00
BRIGHTSPEED	LONG DISTANCE	7.05	0.00
C SPIRE	CITY HALL, PD, FD, SR, LB & UT / PHONE E	2363.97	0.00
CENGAGE LEARNING INC/GALE	LB / BOOKS	0.00	232.42
CENTRAL BALD VETERINARY HSP	VET BILL (KANO & POODLE)	0.00	544.80
CLEVERDON SOD FARM	CENTIPED ROLLS	249.00	0.00
COASTAL INDUSTRIAL SUPPLY LL(	GLOVES	1120.32	0.00
COASTAL INDUSTRIAL SUPPLY LL(	RATCHET STRAPS	0.00	55.98
COASTAL INDUSTRIAL SUPPLY LL(	PADLOCKS	1828.86	0.00
COASTAL INDUSTRIAL SUPPLY LL(	HARD HATS	84.95	0.00
CORE & MAIN LP	ELECTRIC AMI METERS	0.00	2742.25
DAVISON FUELS & OIL COMPANY	FUEL FOR GENERATOR	0.00	12273.73
DE LAGE LANDEN FIN SERV (COPI	UT DEPT / COPIER CONTRACT	320.92	0.00
DE LAGE LANDEN FIN SERV (COPI	LB/ COPIER CONTRACT	273.42	0.00
DE LAGE LANDEN FIN SERV (COPI	CTY HL/ COPIER CONTRACT	0.00	355.51
DE LAGE LANDEN FIN SERV (COPI	PD/ COPIER CONTRACT	186.74	0.00
DIRECT SIGNS	VINYL LETTERS - ENG VEH.	0.00	45.88
EAST BAY ELECTRIC, CO. LLC	HWY 59 POLE REPLACEMENT PROJECT	0.00	13600.00
EMPIRE PIPE MUNICIPAL	MILDORF ROAD - AID TO CONSTRUCT	0.00	378.60
EMPIRE TRUCK SALES, LLC	REPAIRS TO TRUCK 38	0.00	2239.47
FBI-LEEDA	TOM KIEL / ELI-PENSACOLA	0.00	795.00
HEATHER FELLER	PZK-CLEANING SERV	1025.00	0.00
FERGUSON ENTERPRISES LLC #2(	WATER FOUNTAIN FOR ARENA	0.00	782.32
FERGUSON WATERWORKS #1204	(4) 8" MEGALUGS	340.00	0.00
FERGUSON WATERWORKS #1204	SEWER FITTINGS	0.00	50.55
FIRE & SAFETY COMMODITIES	SEMI-ANNUAL INSP OF WET CHEMICAL FI	0.00	2300.21
GALLS, LLC	PD SUPPLIES	0.00	340.51
GILES AUDIO VISUAL INTEGRATIOI	Sound for Meet the Bears	0.00	750.00
JENNY L GIPSON	MONTHLY COURT MILEAGE	0.00	50.25
GRESCO SUPPLY, INC.	ELECTRIC INVENTORY MATERIAL	0.00	9268.25
GRESCO SUPPLY, INC.	CRIMPER & RATCHET CUTTERS	2620.00	0.00
GRICE INDUSTRIES	(2) 100 FT CABLES	0.00	630.00
GULF COAST EXTERMINATORS, LL	PEST CONTROL/ ALL CITY BLDGS	0.00	570.00
GULF COAST UNDERGROUND	SEWER REPAIRS AT PET DR/HWY 59SEW	0.00	290761.90
HAYNES EMERGENCY LIGHTING	EQUIPPING 2024 DURANGOS	14198.48	0.00
HAYNES EMERGENCY LIGHTING	EQUIPMENT FOR 2024 TAHOE	0.00	18983.98
HERC RENTALS	WWTP LAGOON	0.00	3946.25
HERC RENTALS	PUMP VAC ASSIT	0.00	6788.52
HINKLE METALS & SUPPLY CO	CAPACITORS FOR BALLFIELDS	678.79	0.00
HINKLE METALS & SUPPLY CO	SHRADER TOOL / VALVES	0.00	63.48
EMILY HOBBS	LIB- CLEANING SERV	0.00	450.00
IMAGECRAFT SERVICES	GRAPHICS DECALS & LETTERING - 2024 D	0.00	650.00
IMPERIAL DADE	CENTERPULL, TOILET PAPER	0.00	67.37
IMPERIAL DADE	PAPER TOWELS, TRI FOLD TOWELS, DIAL	226.30	0.00
INDUSTRIAL CHEMICALS, INC.	10 PALLETS OF HYDRATED LIME	0.00	8221.50
JADE CONSULTING	PROJECT - 1726 RDALE SIDEWALKS	4076.25	0.00
JERRY PATE TURF & IRRIGATION, I	(200) BALLFIELD DRAG NAILS	244.20	0.00
JONES WALKER LLP	LEGAL SERVICES-COLISEUM	0.00	760.00
JUBILEE DECOR, LLC	(3) TREES (POLE MOUNT), (3) CANDLES (P	0.00	27104.71
JUSTIN WALLACE	STAINLESS STRAINER FOR SLUDGE LAGC	0.00	1400.00
KIMBALL MIDWEST	DRILL BIT SET	422.27	0.00
LEE COUNTY SHERIFFS RESERVE	SLEDS CONFERENCE-HEATH BRILL	0.00	400.00
LOWE'S BUSINESS ACCOUNT	OPERATING/JANITORIAL SUPPLIES	352.09	0.00

CITY OF ROBERTSDALE **ACCOUNTS PAYABLE** **APPENDIX____**

SEPTEMBER 03, 2024 **BILL LIST**

MAMA LOU'S RESTAURANT	INMATE MEALS	1104.00	1464.00
MEAGPOWER	POWER PURCHASED	0.00	413936.36
MEDIACOM	PD SATELLITE EXPENSE	11.05	0.00
MITCHELL LANDSCAPE AND CONS	SIDEWALK REPAIRS	850.00	0.00
MPH INDUSTRIES INC	RADAR SYSTEM FOR 2024 TAHOE	0.00	2588.00
NORTH AMERICAN ELECTRIC RELI	4TH QTR - NERC/SERC REGION ASSESSM	0.00	973.77
OFFICE OF PROSECUTION SERVIC	PRETRIAL DIVERSION RECORDS	0.00	7.00
OPERATOR CERTIFICATION PROGI	Wastewater Exam/Thomas, Thomley, Wallace	975.00	0.00
OTC BRANDS, INC	HALLOWEEN DECORATIONS	310.79	0.00
PACE ANALYTICAL SERVICES, INC	REGULAR SAMPLES	275.00	550.00
PACE ANALYTICAL SERVICES, INC	(8-ANNUAL) 7 DAY CHRONIC TOXICITY RE	0.00	2236.00
PACE ANALYTICAL SERVICES, INC	WWTP SAMPLES	0.00	275.00
PAM'S EMBROIDERY & SEWING	PD UNIFORM EMBROIDERY	0.00	80.00
PARISH TRACTOR	AC BELT FOR TRACTOR	0.00	31.73
PARISH TRACTOR	ALTERNATOR FOR LAWN MOWER	0.00	280.82
PARISH TRACTOR	LAWN MOWER PULLEY	0.00	96.07
PARISH TRACTOR	RESERVOIR FOR LAWN MOWER	0.00	219.07
PARISH TRACTOR	BLADES FOR BATWING	0.00	611.72
PARISH TRACTOR	STEERING SHOCK	0.00	122.62
PARISH TRACTOR	CABIN AIR FILTERS FOR TRACTOR	0.00	52.70
PAYNE MANAGEMENT, INC.	PIPELINE COMP PRGR	2070.00	0.00
PNC BANK BUSINESS CARD	ALL CITY CREDIT CARD EXPENSES	0.00	33455.46
PURCHASE POWER	POSTAGE FOR METER	1249.23	0.00
QUALITY PRINTING & BUSINESS S\	LIBRARY/ COPIER MTN EXPENSE	0.00	48.21
READY MIX U.S.A.	CONCREATE FOR THE SCHOOL	0.00	713.01
REGIONS BANK CORP TRUST OPEI	ANNUAL TRUSTEE FEES	0.00	2750.00
RIVIERA UTILITIES (1)	GAS PURCHASED- CITY GATES	0.00	2789.02
RIVIERA UTILITIES (1)	Admin Fee	0.00	25.00
RIVIERA UTILITIES (1)	TRAFFIC LIGHT @ CBMS & HWY 59	0.00	34.55
RIVIERA UTILITIES (1)	GAS @ FAIRGROUND ROAD	0.00	187.01
RIVIERA UTILITIES (1)	GAS @ NEW PUB WKS BLDG	0.00	104.07
ROBERTSDALE URGENT CARE	PD / INMATE SVCS & FD SVCS	0.00	375.00
RUBBER AND SPECIALTIES, INC	8" SEWER HOSE, 10" SEWER HOSE	3642.31	0.00
SEMINOLE LAWN CARE, LLC	MAINTAIN CHAMBER FLOWERBEDS	0.00	450.00
SEMINOLE LAWN CARE, LLC	MAINTAIN LIBRARY FLOWER BEDS	0.00	400.00
SEMINOLE LAWN CARE, LLC	MAINTAIN CITY HALL FLOWERBEDS	0.00	125.00
SEMINOLE LAWN CARE, LLC	MAINTAIN HONEYBEE PARK	0.00	1925.00
SEMINOLE LAWN CARE, LLC	MAINTAIN PD BEDS	0.00	300.00
SMITH INDUSTRIAL SERVICE, INC	CLEANING LIFT STATIONS 7/29 & 7/30/24	0.00	5503.29
SMITH INDUSTRIAL SERVICE, INC	TRENCHED AND POTHOLED AROUND 7 W	0.00	3288.72
SMITH INDUSTRIAL SERVICE, INC	VACCUUM OUT LIFT STATIONS 8/1/24	0.00	2751.65
SNAP-ON CREDIT LLC	SNAP ON SUBSCRIPTION	0.00	58.25
SOUTH LAND SOD	ADAMS ACRES RD	0.00	1191.50
SRM CONCRETE	SIDEWALK REPAIRS	1109.00	0.00
STERICYCLE, INC.	CITY HALL-REGULAR SHRED SERVICE	0.00	222.30
STUART C. IRBY CO.	AID TO CONSTRUCT - THE RIDGE SUBDIVI	0.00	11415.50
STUART C. IRBY CO.	(2000 FT) SWEETBRIAR	0.00	2550.00
STUART C. IRBY CO.	ELECTRIC INVENTORY MATERIAL	0.00	10071.44
SUNBELT FIRE	UNIFORMS	920.00	0.00
SUNBELT FIRE	FIRE DEPT MATERIALS	942.44	0.00
SWEAT TIRE CO INC	LAWN MOWER TIRE	0.00	222.70
SWEAT TIRE CO INC	TIRES FOR UTILITY TRAILER	0.00	858.78
SWEAT TIRE CO INC	TIRE REPAIR - GARBAGE TRUCK #36	0.00	45.00
SWEAT TIRE CO INC	OIL CHANGE & TIRE ROTATION	0.00	75.90
SWEAT TIRE CO INC	19-02 - OIL CHANGE	0.00	72.42
T&T UNIFORMS, INC.	PD UNIFORMS	0.00	271.00
T MOBILE	PD / BODY CAM DATA	0.00	1886.31
TAYLOR & TAYLOR	LEAGAL SERVICES-DEED FOR BCBE	0.00	150.00
UNITED BANK	USDA SEWER INTEREST	13118.61	0.00
UNITED RENTALS (NORTH AMERIC	MINI EX RENTAL W/JACK HAMMER	1041.38	0.00
WM CORPORATE SERVICES, INC.	WASTE DISPOSAL PZK/CIVIC CTR	187.00	0.00
WM CORPORATE SERVICES, INC.	WASTE DISPOSAL WWTP	1499.92	0.00
WM CORPORATE SERVICES, INC.	WASTE DISPOSAL WWTP 2ND DUMP	2057.61	0.00
WM CORPORATE SERVICES, INC.	WASTE DISPOSAL CITY PARK	715.26	0.00
WILEY SERVICES	PZK HALL	0.00	665.00
WILEY SERVICES	PD HVAC REPAIRS	0.00	685.00
ALICIA L WILLIAMS	MONTHLY COURT MILEAGE	67.54	0.00
WITTICHEN SUPPLY COMPANY, IN	CAPCITOR, WATER FILTERS & FITTING	0.00	337.36
	Open & Paid Invoice Totals:	**$64,779.38**	**$921,540.43**
	Grand Total of Open & Paid Invoices:		**$986,319.81**

ORDINANCE NO. 018-2024

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROBERTSDALE, ALABAMA, AS FOLLOWS:

WHEREAS, the City Council of the City of Robertsdale, Alabama has received a petition of annexation from Thomas A. Gordon and Sue A. Gordon for the property located at 19630 Sturma Lane, as a R-1 zone, and

WHEREAS, the Planning Commission of the City of Robertsdale has reviewed the proposed annexation of said petition and has recommended the Council proceed with the annexation, and

WHEREAS, the property being considered for annexations is contiguous with the current city limits, and

WHEREAS, the following is a legal description of the property:

Begin at the Southwest corner of the East ½ of the Northwest ¼ of the Northeast ¼ of Section 5, Township 6 South, Range 4 East, Baldwin County, Alabama, said corner being an iron pipe in concrete; thence run South 89 degrees 59 minutes 42 seconds East a distance of 170.45 feet to an iron pin and cap; thence run South 00 degrees 15 minutes 25 seconds West a distance of 200.01 feet to an iron pin and cap; thence run North 89 degrees 59 minutes 42 seconds West a distance of 170.45 feet to an iron pin and cap; thence run North 00 degrees 15 minutes 25 seconds East a distance of 200.00 feet to the point of beginning. Said parcel is part of the property described in Real Property Book 338, page 0031 of the records in the office of the Judge of Probate of Baldwin County, Alabama.

TOGETHER WITH a non-exclusive easement for ingress and egress as described in Real Property Book 585, page 475, in the office of the Judge of Probate, Baldwin County, Alabama.

BE IT FURTHER ORDAINED THAT THE OFFICIAL ZONING MAP, AS AMENDED, BE FURTHER AMENDED TO REFLECT THIS CHANGE.

Adopted and approved by the City Council of the City of Robertsdale, Alabama, on this 3rd day of September, 2024.

MAYOR

ATTEST:

CITY CLERK

CERTIFICATION:

I, Shannon Burkett, as City Clerk of the City of Robertsdale, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 018-2024 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Robertsdale on the 3rd day of September, 2024, as same appears in the official records of said City.

The City Council of the City of Robertsdale, Alabama met Monday, September 16, 2024 at 8:00 a.m. in the Council Chambers of Robertsdale City Hall, that being the date, time and place for such meeting.

Upon roll call, the following members of the Council were found to be present: Mayor Murphy, Councilmember Kitchens, Cooper, Campbell, Johnson and Hollingsworth. Absent: None. A quorum being present the meeting proceeded with the transaction of business.

Mayor Murphy presided over the meeting. Shannon Burkett served as secretary. Attorney Lee Webb was in attendance on behalf of Ken Raines, City Attorney.

Mayor Murphy called for any additions or corrections to the minutes presented for approval from the September 3, 2024 meeting. Motion was made by Councilmember Campbell, seconded by Councilmember Cooper, with unanimous approval to accept the minutes of the previous meeting as presented. Motion carried.

Mayor Murphy asked for questions or comments regarding the bills presented for approval. There being none, motion was made by Councilmember Kitchens, seconded by Councilmember Campbell, with unanimous approval to accept the bills as presented. Motion carried. APPENDIX I

Mayor Murphy added to the agenda a sponsorship request from Central Baldwin Education Foundation.

Mayor Murphy opened the public hearing as scheduled on the rezoning request made by Sun Coast Holdings at 24711 Highway 59, from R-1 to B-2. He mentioned that this property is located north of Central Baldwin Middle School.

Councilmember Hollingsworth commented that this is currently zoned R-1, there is not a structure on the property, and is definitely in a location for commercial property. With no further discussion, Mayor Murphy closed the pubic hearing and resumed the regular order of business.

The first presentation was from the Robertsdale High School Basketball Teams regarding their Thanksgiving Tournament. Coach Mitchell, along with team members from the boys' and girls' basketball teams, addressed the Council asking for sponsorship renewal towards their Pre-Thanksgiving Tournament. Councilmember Hollingsworth asked when the tournament would be held, and how many teams will participate. Coach Mitchell explained that it will be the Friday, Saturday and Monday before Thanksgiving, and there are sixteen teams. Councilmember Hollingsworth asked how much the sponsorship was last year, and Mayor Murphy stated that it was $3,500.00. Councilmember Hollingsworth mentioned that this is a great tournament and really does a lot for the school and city, and know that they have developed a reputation for having this tournament. Motion was made by Councilmember Hollingsworth, and seconded by Councilmember Cooper, to sponsor the Robertsdale High School Basketball Teams on their Pre-Thanksgiving Tournament in the amount of $6,000.00. Mayor Murphy asked for any discussion on the motion. Councilmember Campbell thanked the teams for coming out. After further discussion, Mayor Murphy called for a vote on the motion, which was unanimous to sponsor the Robertsdale High School Basketball Teams on their Pre-Thanksgiving Tournament in the amount of $6,000.00. Motion carried.

Mayor Murphy stated that the next presentation is from Dewberry Engineering on the Drainage Report for the ditch on Hughen Street to Highway 90, which the Council received a copy of prior to the meeting. Andy Bobe, Dewberry Senior Project Engineer, addressed the Council explaining that they have evaluated this area and based on the analysis they did they have made some recommendations for improvements, beginning with cleaning it out and keeping it mowed, and then other options are a concrete lined ditch, grass lined ditch, or some other type of lining that could improve the capacity of that drainage ditch. Mr. Bobe had discussion with the Council and Roger Booth, resident, regarding the improvement options for this ditch.

The Council received a surplus request from the Police Department for two 2007 Artic Cat all-terrain vehicles. Motion was made by Councilmember Cooper, seconded by Councilmember Campbell, with unanimous approval to allow the Police Department to surplus the two 2007 Artic Cat all-terrain vehicles. Motion carried.

The Police Department also requested to surplus a 2012 Chevrolet Tahoe. Motion was made by Councilmember Kitchens, seconded by Councilmember Cooper, with unanimous approval for the Police Department to surplus the 2012 Chevrolet Tahoe. Motion carried.

Mayor Murphy stated that the next item on the agenda is an update to the Utility Service Policy. Lewis Shealy, Chief Financial Officer, addressed the Council explaining that the Electric Service Miscellaneous Charge for temporary service is increasing from $15.00 to $50.00 for pole set by contractor or owner, and from $30.00 to $100.00 for pole to be set by City Electric Department. After discussion, motion was made by Councilmember Cooper, seconded by Councilmember Kitchens, with unanimous approval to approve the adjustments to the Utility Service Policy as presented. Motion carried.

The Council received a request for acceptance of the Ponder Place Subdivision roads for maintenance. Greg Smith, City Engineer, stated that all three phases of Ponder Place have been completed. He explained that the City has been out and done inspections on the road, they did have to do a few corrections, and do recommend that the City accept these roads for maintenance. Motion was made by Councilmember Cooper, and seconded by Councilmember Campbell, to accept the roads for maintenance in Ponder Place Subdivision. Mayor Murphy asked for any discussion on the motion. Councilmember Hollingsworth asked how many miles there are. Mayor Murphy mentioned that it may be close to two miles within the subdivision. Mayor Murphy called for a vote on the motion, with was unanimous to accept the roads for maintenance in Ponder Place Subdivision. Motion carried.

Mayor Murphy stated that the next item of business is the request for Public Works to solicit bids on the Wilters Street and Beach Express Water Extension Project. Motion was made by Councilmember Kitchens, and seconded by Councilmember Cooper, to allow Public Works to solicit bids on the Wilters Street and Beach Express Water Extension Project. Mayor Murphy asked for any discussion on the motion. Councilmember Campbell asked for clarification on the total estimate cost of $406,615.00. Greg Smith, City Engineer, explained that this amount is the total for the material and directional bores, and the labor will be done by the City employees. After discussion, Mayor Murphy called for a vote on the motion, which was unanimous to allow Public Works to solicit bids on the Wilters Street and Beach Express Water Extension Project. Motion carried.

The next item of business was the sponsorship request from Central Baldwin Education Foundation. Motion was made by Councilmember Cooper, seconded by Councilmember Kitchens, with unanimous approval of the sponsorship request from Central Baldwin Education Foundation in the amount of $3,000.00 for the Gold Package. Motion carried.

The Council received a copy of Ordinance No. 019-2024, pertaining to the rezoning request made by Sun Coast Holdings for the property located at 24711 Highway 59, from R-1 to B-2. Motion was made by Councilmember Cooper, seconded by Councilmember Kitchens, that all rules unless suspended would prevent the immediate passage and adoption of Ordinance No. 019-2024, at this meeting and the same passed and adopted by unanimous vote of the Council. Mayor Murphy called for a roll call vote and the results were as follows: Yea: Mayor Murphy, Councilmember Kitchens, Cooper, Campbell, Johnson, and Hollingsworth. Nay: None. Motion carried.

Motion was made by Councilmember Hollingsworth, seconded by Councilmember Kitchens, that Ordinance No. 019-2024, pertaining to the rezoning request made by Sun Coast Holdings for the property located at 24711 Highway 59, from R-1 to B-2, be passed by vote of the Council. Mayor Murphy called for a roll call vote and the results were as follows: Yea: Mayor Murphy, Councilmember Kitchens, Cooper, Campbell, Johnson, and Hollingsworth. Nay: None. Motion carried. APPENDIX II

Mayor Murphy congratulated Lieutenant Paul Overstreet for graduating from the FBI Academy.

There being no further business to come before the Council, motion was made by Councilmember Cooper, seconded by Councilmember Campbell, with unanimous approval to adjourn. Motion carried.

APPROVED THIS 7th DAY OF
October, 2024.

SECRETARY

MAYOR

CITY OF ROBERTSDALE **ACCOUNTS PAYABLE** **APPENDIX____**

SEPTEMBER 16, 2024 **BILL LIST**

Vendor Name	Description	Open	Paid
ADVANCED METAL SYSTEMS OF AL	REPLACE LOST CHECK	0.00	975.00
AIR POWER SERVICES, INC.	SERVICE CALL	451.00	0.00
AL DEPT OF TRANSPORTATION(M'TG(	PROJ OVERRUN - TRAFFIC LIGHT MAIN'	2277.78	0.00
AL RURAL ELECTRIC ASSOC OF COOI	AREA FOR ROYE CROSSWHITE	1115.00	0.00
ALACOURT.COM	ONLINE COURT RECORDS	107.00	0.00
ANIXTER POWER SOLUTIONS, LLC	(15) TEST SWITCHES	1815.00	0.00
ARISTA INFORMATION SYSTEMS, INC.	UT BILLS- PRINT SERVICE & POSTAGE	3368.23	0.00
AT&T MOBILITY	ALL CITY CELL PHONE	0.00	2781.09
CARRIE J. BAGGETT	CITY HL-CLEANING SERV	200.00	200.00
BALDWIN CO COMMISSION**	CITY SHARE CORONER COSTS	0.00	250.00
BALDWIN CO JUDGE OF PROBATE	RECORDING FEES	0.00	16.00
EVER E BEDOYA	IN-PERSON COURT INTERPRETATION	150.00	150.00
BEEBE'S PEST & TERMITE CONTROL,	2024 TERMITE POLICY RENEWAL - PW E	370.00	0.00
BENNY DARBY CONST. CO. INC.	(3) LOADS PIT SAND, (2) HAULING 2 LOA	0.00	1300.00
BILL PATTERSON CONSTR	TOPSOIL & BROWN SAND	0.00	2050.00
TOM BIRKS	AUG/2024 COURT CONTRACT SERV	0.00	1800.00
BRANDI OVERSTREET	MONTHLY MILEAGE EXPENSE	0.00	38.12
BRIGHTSPEED	LONG DISTANCE	7.05	0.00
CAMPBELL HARDWARE	UT,EL,WA,RC,SW, PW/ OPER SUPPLIES	450.31	0.00
CAPITAL ONE TRADE CREDIT	(1) 200 SERIES MAGNETIC LOCATOR W/	0.00	626.00
CENTRAL BALD CHAMBER OF COMME	4TH QTR/ 2024 CONTRACT	0.00	5250.00
CFS INSPECTIONS	TRUCK 5 E-ONE PLATFORM INSPECTIOI	1475.00	0.00
CHUCK STEVENS AUTOMOTIVE	SEWER VEHICLE REPAIR	3842.51	0.00
CITIZENS' BANK	COLISEUM PAYMENT	0.00	10954.20
CLEVERDON SOD FARM	CENTIPED ROLLS	0.00	515.00
COASTAL INDUSTRIAL SUPPLY LLC	(5) RAKES	101.94	0.00
COASTAL INDUSTRIAL SUPPLY LLC	PAINT STICK & SOCKET	154.97	0.00
COASTAL INDUSTRIAL SUPPLY LLC	SAFETY GLASS SIDE SHIELDS	0.00	36.00
COASTAL INDUSTRIAL SUPPLY LLC	ZIP TIES FOR BALLPARK	0.00	149.95
COASTAL INDUSTRIAL SUPPLY LLC	CUT OFF BLADE FOR WALK BEHIND SA'	0.00	369.93
JAMES PARRISH COLEMAN	AUG/2024 COURT CONTRACT SERV	0.00	1800.00
CONSOLIDATED PIPE & SUPPLY	BLACKWATER RIDGE SEWER MATERIAI	0.00	11388.00
CORE & MAIN LP	ELECTRIC AMI METERS	0.00	3048.84
CORE & MAIN LP	(1) 3" OMNI COMPOUND C2 METER - AID	1943.99	0.00
DAVISON FUELS & OIL COMPANY	FUEL FOR CITY VEHICLES	7971.81	3080.04
DE LAGE LANDEN FIN SERV (COPIER)	CTY HL/ COPIER CONTRACT	355.51	0.00
EJ USA INC.	MATERIAL TO RAISE MANHOLE RISERS	0.00	1966.60
EMPIRE PIPE MUNICIPAL	AID TO CONSTRUCT - BALDWIN SALES	1219.63	0.00
EMPIRE TRUCK SALES, LLC	FILTERS - ELECTRIC	0.00	258.94
HEATHER FELLER	PZK & SR CNTR-CLEANING SERV	675.00	475.00
FERGUSON WATERWORKS #1204	SEWER FITTINGS	20.00	0.00
FORTILINE, INC.	6 IN VALVE, SPOOL PIECE, BOLT PACKS	1411.53	0.00
FORTILINE, INC.	VALVE BOXES & ROLLER WIRE - LINE E	142.21	0.00
FORTILINE, INC.	2 IN BRASS MALE ADAPTERS & PLASTIC	271.96	0.00
FORTILINE, INC.	VALVE WRENCH	0.00	47.84
FORTILINE, INC.	(1) 8X1 SADDLE	0.00	91.47
ELIZABETH FULLER	SUMMER CAMP - SOFTBALL	70.00	0.00
GRANT MANAGEMENT LLC	09/01/2024-11/30/2024	0.00	8000.00
GREER'S #34	FIRE DEPT	195.21	0.00
GRESCO SUPPLY, INC.	CHAINSAW, BAR & CHAINS	25.00	0.00
GULF COAST BLDG SUPPLY & HARDV	REPR & MTN TO BLDGS, OPER & MISC S	3425.71	0.00
GULF COAST MEDIA	LOCAL ADS WEDNESDAY / BALDWIN TII	6245.00	0.00
LEO HELTON	DEAD PINE TREE REMOVAL ON HOILES	2000.00	0.00
HELENA AGRI-ENTERPRISES, LLC	HERBICIDE - SEWER PLANT	0.00	370.88
HERC RENTALS	PUMP VAC ASSIST - WWTP	0.00	4021.25
HINKLE METALS & SUPPLY CO	EVAP CLEANER - PZK	0.00	23.16
EMILY HOBBS	LIB- CLEANING SERV	0.00	360.00
HUNTER SECURITY, INC.	POST OFFICE SERVICE CALL	0.00	202.50
HUXFORD POLES & TIMBER CO, INC.	(16) 45' POLES, (16) 40' POLES	0.00	14880.00
IMPERIAL DADE	(6) SCREW IN MOPHEADS, (6) CLAMP OI	73.28	0.00
IMPERIAL DADE	(2) CASES PAPER TOWELS, (1) CASE 16	142.16	0.00
IMPERIAL DADE	(1) CASE KITCHEN PAPER TOWELS, (1)	0.00	61.80
INTERSTATE PRINTING & GRAPHICS,	CITY WIDE NEWSLETTER PRINTING EXI	0.00	3976.43
JLS INTERNATIONAL	PZK HALL RENOVATIONS (HVAC)	6645.00	0.00
KIMBALL MIDWEST	SHOP MATERIAL	0.00	1021.50
STEPHANIE A KROLL	MONTHLY MILEAGE-CELL PHONE-MISC	0.00	206.30
LOCAL GOVERNMENT CORPORATION	DELTA BUSINESS LICENSE & SALES TA	0.00	2448.00
MAMA LOU'S RESTAURANT	INMATE MEALS	1452.00	0.00
MIDDLETON AUTO PARTS	REPR & MNT TO VEHICLES & EQUIP, OF	0.00	1960.46
MOBILE INSTRUMENT CO INC	CALIBRATION OF LEVEL, (2) METAL LOC	1099.50	0.00
THOMAS F MONK	AUG/2024 COURT CONTRACT SERV	0.00	1800.00

CITY OF ROBERTSDALE **ACCOUNTS PAYABLE** **APPENDIX____**
SEPTEMBER 16, 2024 **BILL LIST**

ANNIE MOODY	TUITION REIMBURSEMENT	810.00	0.00
CHARLES H. MURPHY	MONTHLY MILEAGE/PHONE EXPENSE	0.00	128.51
OFFICE DEPOT BUSINESS CREDIT	OFFICE SUPLIES	0.00	404.33
OFFICE OF PROSECUTION SERVICES	PRETRIAL DIVERSION RECORDS	0.00	14.00
ONSOLVE LLC	UT BILLING - TEXT EXPENSE	700.00	0.00
OPERATOR CERTIFICATION PROGRAI	WASTEWATER GRD IV EXAM / TED TAYI	0.00	325.00
O'REILLY AUTO PARTS	SOAP & INTERIOR CLEANER	0.00	82.94
PAUL M OVERSTREET	CERTIFICATION/TRAINING AWARD	1000.00	0.00
PARISH TRACTOR	AUGER RENTAL FOR SUN DIAMOND	0.00	108.30
PITNEY BOWES (MTR)	RENTAL EXPENSE	225.00	0.00
QUALITY PRINTING & BUSINESS SYST	PD/ COPIER MTN EXPENSE	0.00	64.90
QUALITY PRINTING & BUSINESS SYST	CITY HALL/ COPIER MTN EXPENSE	0.00	87.75
QUALITY PRINTING & BUSINESS SYST	UT/ COPIER MTN EXPENSE	0.00	205.34
QUALITY PRINTING & BUSINESS SYST	CITY HALL/ COPIER MTN EXPENSE	0.00	75.04
RACINE FEED, GARDEN & SUPPLY	ROUND UP, PUMP SPRAYER, SPIDER KI	0.00	256.30
RACINE FEED, GARDEN & SUPPLY	16 FT GATE FOR WALKING TRAIL	0.00	220.00
RACINE FEED, GARDEN & SUPPLY	12 FT GATE FOR WWTP	0.00	199.20
KENNETH R. RAINES LAW FIRM	LEGAL EXPENSES / RETAINER FOR AUC	5725.00	950.00
RGA TINT SHOP LLC	WINDOW TINT - KUBOTA TRACTOR	1029.25	0.00
ROBERTSDALE AUTO PARTS	R/M VEH, OPER SUPP, R/M EQUIP, R/M I	1286.51	0.00
RUBBER AND SPECIALTIES, INC	BY PASS HOSE - COLLEGE LIFT STATIO	2269.67	0.00
RYLAND'S UNDERGROUND SERVICES	REPLACE DAMAGED GARBAGE CANS	0.00	409.20
SAM'S CLUB / SYNCHRONY BANK	ALL CITY/ OPER SUPP, JANT SUP, REPA	0.00	3276.26
SEQUEL ELECTRICAL SUPPLY LLC	LIGHT BULBS FOR BALLFIELDS	0.00	633.96
SEQUEL ELECTRICAL SUPPLY LLC	POLARIS CONNECTORS	0.00	300.32
SEQUEL ELECTRICAL SUPPLY LLC	CRIMPER TOOL	0.00	33.30
SEQUEL ELECTRICAL SUPPLY LLC	3 PHASE METER CANS	753.40	0.00
SHERWIN-WILLIAMS	PAINT & SUPPLIES	173.79	0.00
SOUTHERN COMPANY SERVICES, INC	TRANSMISSION & ANCILLARY SERV	0.00	65030.44
STERICYCLE, INC.	SHRED IT SVCS - PW	81.92	0.00
STEWART ENGINEERING INC	AUGUST 2024 PROF SVCS - WHOLESAL	0.00	8730.00
STUART C. IRBY CO.	AID TO CONSTRUCT - THE RIDGE SUBD	0.00	1440.00
SWDA BALDWIN COUNTY	LANDFILL EXPENSES	16892.34	0.00
T&C SPECIALITY DISTRIBUTORS, INC.	(2500 FT) 1/0 OKONITE - AID TO CONSTF	34177.50	0.00
TASC	ADMIN FEE - ACA & FSA REPORTING	114.84	142.26
TeamLogic IT	SERVER MANAGED SERVICES (4/01/24-(	0.00	4590.00
TeamLogic IT	SERVICE @ CITY HALL, PW & PD	2952.14	0.00
TOOL EXPO CONSTRUCTION SUPPLIE	SUPPLIES - LIGHTS & BATTERY	0.00	769.00
ULINE	COOLERS, GATORADE	0.00	1167.69
UNITED SYSTEMS & SOFTWARE, INC.	SOFTWARE	250.00	0.00
USA BLUEBOOK, LTD	DESICCANT BAG & AMMONIA TEST	65.60	356.79
USA BLUEBOOK, LTD	(2) DISPOSABLE BOD BOTTLES, (2) MICI	0.00	358.00
USA BLUEBOOK, LTD	HACH SAMPLER, SECADOR CABINET, T	274.40	0.00
VULCAN MATERIALS COMPANY	825B BASE	0.00	2424.25
JUSTIN WALLACE	TURTLE TRAPS	1280.00	0.00
WALMART COMMUNITY/ CAPITAL ONE	OPERATING/JANITORIAL SUPPLIES	0.00	990.17
WARD INTERNATIONAL TRUCKS OF A	FILTER - ELECTRIC	365.94	0.00
WM CORPORATE SERVICES, INC.	WASTE DISPOSAL COLISEUM	0.00	752.25
WITTICHEN SUPPLY COMPANY, INC	TUBING INSULATION & TAPE - PZK	0.00	73.91
	Open & Paid Invoice Totals:	**$121,697.59**	**$183,549.71**
	Grand total of Open & Paid Invoices		**$305,247.30**

ORDINANCE NO. 019-2024

AN ORDINANCE TO AMEND ORDINANCE NO. 02-10, ADOPTED BY THE CITY COUNCIL OF THE CITY OF ROBERTSDALE, ALABAMA, SEPTEMBER 23, 2002.

BE IT ORDAINED, by the City Council of the City of Robertsdale, Alabama as follows:

That the Zoning Ordinance and official zoning map as amended, be further amended to rezone the following described property:

FROM R-1 to B-2:
Beginning at an Iron pipe at the Northwest corner of the Southeast Quarter of the Northwest Quarter of Section 25, Township 5 South, Range 3 East; thence run North 85 degrees 15 minutes East 495 feet to a pipe in the West right-of-way line of the State Highway; thence run South 32 degrees East 550 feet with said right-of-way line to a pipe in said line; thence run South 85 degrees and 15 minutes West 707 feet to a pipe; thence with said line North 4 degrees and 45 minutes West 482 feet to the Place of Beginning, all being in Baldwin County, Alabama.

BE IT FURTHER ORDAINED THAT THE OFFICIAL ZONING MAP, AS AMENDED, BE FURTHER AMENDED TO REFLECT THIS CHANGE.

APPROVED THIS 16TH DAY OF SEPTEMBER, 2024.

MAYOR

ATTEST:
CITY CLERK

CERTIFICATION:

I, Shannon Burkett, as City Clerk of the City of Robertsdale, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 019-2024 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Robertsdale on the 16th day of September, 2024, as same appears in the official records of said City.