

CITY OF DAPHNE

ORDINANCE 2017 – 27

AN ORDINANCE CONSENTING TO THE LEASE OF CERTAIN PROPERTY BY THE UTILITES BOARD OF THE CITY OF DAPHNE

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

WHEREAS, the management of Daphne Utilities has determined that it is in the best interest of Daphne Utilities to lease certain of its properties to POINT BROADBAND LLC as described in detail in “Exhibit A – RIGHT OF ENTRY AGREEMENT”; and

WHEREAS, the Board of Directors of Daphne Utilities has approved the lease of the properties to POINT BROADBAND LLC as described in “Exhibit A – RIGHT OF ENTRY AGREEMENT”.

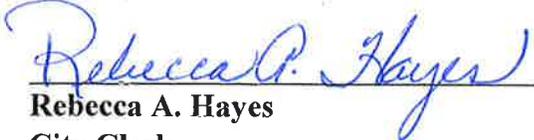
NOW, THEREFORE, BE IT ORDAINED THAT THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA does hereby consent to the lease by Daphne Utilities of the properties described in “Exhibit A – RIGHT OF ENTRY AGREEMENT”, to POINT BROADBAND LLC.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA on this 17th day of April, 2017.



Dane Haygood
Mayor

ATTEST:



Rebecca A. Hayes
City Clerk

Exhibit "A"

**RIGHT OF ENTRY AGREEMENT
FOR
6TH STREET TANK:**

RIGHT OF ENTRY AGREEMENT

Date:

Parties:

- (a) POINT BROADBAND LLC, a FIXED WIRELESS PROVIDER (“OPERATOR”) with a place of business at 1791 O.G. SKINNER DRIVE, WEST POINT, GA 31833 and
- (b) DAPHNE UTILITIES (“OWNER”) with a place of business at 900 Daphne Avenue, Daphne, AL 36526.
- (c) OPERATOR and OWNER may individually be referred to as “Party” or collectively as “Parties.”

OWNER hereby grants the OPERATOR the right to install, own, repair, operate, remove, improve and maintain fiber optic and/or coaxial cable facilities and related equipment capable of accommodating voice, data and video transmissions and/or telecommunications service (the “System”) on the tower and at the property located at Latitude 30.603056 N Longitude 87.904167 W, on or about 6th Street, Daphne, Alabama (the “Facility”).

1. OWNER shall provide reasonable access for ingress, egress, installation, operation, maintenance, inspection, replacement, improvement, removal and disconnection of the System. OPERATOR will provide OWNER with certificates evidencing the following insurance coverage before OPERATOR begins any installation work on the Premises and will maintain such insurance coverage during the term of this agreement.

(a) Commercial General Liability Insurance with a per occurrence policy limit of \$1,000,000 and a general aggregate of \$2,000,000.

(b) Worker’s Compensation insurance:

Part I: Worker’s Compensation insurance in accordance with applicable state law. Part II: Employer’s Liability in the amount of \$1,000,000 for each accident, for each employee and for the policy limit.

(c) Commercial Automobile Liability Insurance: Coverage to include owned, non-owned, leased and hired vehicles and coverage for Property Damage and Bodily Injury. Combined Single Limit: \$1,000,000.

(d) Umbrella Liability Insurance providing \$2,000,000 per occurrence and aggregate coverage limits excess of 2(a), 2(b) Employer’s Liability and 2(c) above.

(e) Property Coverage: Property insurance on an all-risk, replacement cost basis for Operator’s personal property and Equipment.

Owner will maintain insurance in limits and coverages as reasonably necessary and standard to Owner’s business.

2. OPERATOR shall install, own and maintain the System in the Facility at its own expense. All parts of the System shall be and remain the personal property of OPERATOR and may be removed by OPERATOR at any time. Upon any removal of the System, OPERATOR agrees to repair any damage caused by the removal. OPERATOR will indemnify and hold OWNER, its principals, officers, directors and employees harmless from and against any loss, cost, damage and expense of whatever kind arising from the negligent, grossly negligent, wanton, reckless, intentional or unintentional construction, operation, maintenance and repair of OPERATOR's System or from a breach of this Agreement by OPERATOR, including, but not limited to, reasonable attorneys' fees and court costs.

3. Provided the OPERATOR is not in default of this Agreement, provided that this Agreement has not been terminated and only during the term of this Agreement, OWNER agrees that, except in the case of emergency, neither it nor anyone acting by or under the authority of OWNER shall tamper with, make alterations to, or remove, or knowingly permit anyone not authorized by OPERATOR to tamper with, make alterations to, or remove, any equipment used in connection with the System except with the prior written consent of OPERATOR. OPERATOR specifically acknowledges and agrees that in the case of an emergency, OWNER may alter or remove or allow a third party to alter or remove any or all of OPERATOR's equipment, and OPERATOR waives any and all claims to damages resulting therefrom; provided that, in the case of an emergency, OWNER will provide as much notice as is reasonable under the circumstances of any alterations or removals and the parties recognize that certain emergencies may preclude prior notice.

4. OPERATOR, shall not have the right to assign its rights and obligations under this Agreement with the prior written consent of OWNER, which shall not be unreasonably withheld. This Agreement shall be binding upon OWNER and its successors and assigns, and any future transferees of the Facility. Nothing in this Agreement shall obligate or otherwise require the OWNER to maintain, repair, replace or construct any portion of the property, the fixtures, the personal property and/or access to the property. OWNER has the sole discretion to add or subtract to and from the Facility as OWNER deems necessary or desirable without regard to the effect on OPERATOR. However, should OWNER take any action that prohibits OPERATOR's use of the Facility, and provided the action is not in response to an emergency situation, OWNER shall provide OPERATOR with thirty (30) days written notice and OPERATOR may terminate the Agreement upon removal of OPERATOR's System.

5. This Agreement may be amended, changed or modified only by written agreement executed by the Parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

6. Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (a) delivered personally, (b) delivered by nationally recognized overnight delivery service, or (c) mailed by certified US mail postage prepaid, return receipt requested to the addresses listed under such Party's signature below, or to such other address as either Party shall designate by proper notice, and shall be deemed effective upon actual receipt or refusal to accept.

7. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. This Agreement may be executed by facsimile or "PDF" and each Party has the right to rely upon a facsimile or "PDF" counterpart of this Agreement signed by the other Party to the same extent as if such Party had received an original counterpart.

8. Each Party represents and warrants to the other that (a) it has full power and authority to enter into and perform this Agreement in accordance with its terms, (b) the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement, and (c) it is an entity, duly organized, validly existing and in good standing under the laws of the state of its origin.

9. This Agreement is the joint work product of the Parties. Accordingly, in the event of ambiguity, no presumption shall be imposed against either Party by reason of document preparation.

10. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter referred to herein and supersedes any and all prior or contemporaneous agreements, whether written or oral.

11. Prior to any installation or enhancements being made to the System, OPERATOR must first provide to OWNER construction documentation, drawings or other such plans and specifications for the System as exist, and OWNER must give its written authorization thereto. OWNER maintains sole authority over the location of the System in the Facility. OPERATOR agrees not to install the System or System components without OWNER approval. OPERATOR must obtain written authorization prior to ordering or installing any new System enhancement(s) or physical equipment into the Facility. This includes, but is not limited to, new wiring, new cabling or any other form of hardware and/or peripheral(s) capable of accommodating voice, data and video transmissions and/or telecommunications service at Facility.

12. This Agreement shall be for a term of three (3) years from the date executed herein and shall be subject to automatic renewal for additional one (1) year, successive terms (each one-year term shall be hereinafter referred to as a "Renewal Term") unless either Party provides written notice to the other Party thirty (30) or more days before the expiration of the original term or any Renewal Term that the Party is terminating this Agreement and upon the expiration of the original or Renewal Term, OPERATOR shall remove OPERATOR'S System and all related equipment and return OWNER'S Facility to the condition was in before the System was installed . Either Party may terminate this Agreement for any reason with six (6) months written notice to the other party and at the expiration of the 6 month notice, OPERATOR shall remove the System and all related equipment and return OWNER'S Facility to the condition it was before the System was installed. In the event of OPERATOR's failure to comply with any terms of this Agreement, OWNER may terminate the Agreement immediately and without prior notice. Within thirty (30) days following the immediate termination of this Agreement, OPERATOR shall remove the System and all related equipment and return OWNER's Facility to the condition it was before the System was installed. Should OPERATOR fail to remove the System as provided anywhere in this paragraph, OWNER may, at its option, either (1) remove the System or have it removed by a third party, and in either event, OPERATOR shall reimburse OWNER for costs incurred by OWNER of such removal or (2) take possession and ownership of the System. The provisions of this paragraph shall survive the termination of the Agreement.

13. OPERATOR shall procure all permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the installation, operation and removal of the System. OPERATOR shall comply with all federal, state, county and municipal laws, regulations and codes pertaining to the installation, operation and removal of the System.

14. As of the date of execution of the Agreement, OPERATOR shall pay a right of entry fee to OWNER in the amount of a sum of \$1 per subscriber for any subscriber using the Facility for any portion of the prior month, said fee shall not be less than One Hundred Dollars (\$100.00) per month and shall not exceed Three Hundred Dollars (\$300.00) per month, with an additional Fifty Dollars (\$50.00) per month for electricity used for the OPERATOR'S equipment. The right of entry fee and the monthly electrical usage fee shall be due, in advance, on the first day of each month and shall be calculated on usage from the prior month. OPERATOR shall provide to OWNER a complete list of monthly subscribers for the prior month with remittance of rent. If anytime within the first six (6) months of this Agreement, the OWNER finds or reasonably estimates that the actual electrical usage of the OPERATOR exceeds Fifty Dollars (\$50.00) a month, OWNER and OPERATOR agree to increase the monthly electrical usage fee for electricity to the actual or reasonably estimated amount used by the OPERATOR. OWNER reserves the right to increase this right of entry fee and monthly electrical usage fee for any Renewal Term, by providing written notice of OWNER's intent to do so more than thirty (30) days before the expiration of the original term or any Renewal Term.

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

THE UTILITIES BOARD OF THE
CITY OF DAPHNE

POINT BROADBAND, LLC

By: _____
Danny Lyndall
General Manager

By: _____
Todd Holt
CEO and President

**RIGHT OF ENTRY AGREEMENT
FOR
LAKE SHORE DRIVE TANK:**

RIGHT OF ENTRY AGREEMENT

Date:

Parties:

- (a) POINT BROADBAND LLC, a FIXED WIRELESS PROVIDER (“OPERATOR”) with a place of business at 1791 O.G. SKINNER DRIVE, WEST POINT, GA 31833 and
- (b) DAPHNE UTILITIES (“OWNER”) with a place of business at 900 Daphne Avenue, Daphne, AL 36526.
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OWNER hereby grants the OPERATOR the right to install, own, repair, operate, remove, improve and maintain fiber optic and/or coaxial cable facilities and related equipment capable of accommodating voice, data and video transmissions and/or telecommunications service (the “System”) on the tower and at the property located at Latitude 30.645 N Longitude 87.905833 W, on or about Lake Shore Drive, Daphne, Alabama (the “Facility”).

1. OWNER shall provide reasonable access for ingress, egress, installation, operation, maintenance, inspection, replacement, improvement, removal and disconnection of the System. OPERATOR will provide OWNER with certificates evidencing the following insurance coverage before OPERATOR begins any installation work on the Premises and will maintain such insurance coverage during the term of this agreement.

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THE UTILITIES BOARD OF THE
CITY OF DAPHNE

POINT BROADBAND, LLC

By: _____
Danny Lyndall
General Manager

By: _____
Todd Holt
CEO and President

**RIGHT OF ENTRY AGREEMENT
FOR
MALBIS PLANTATION TANK:**

RIGHT OF ENTRY AGREEMENT

Date:

Parties:

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CITY OF DAPHNE

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By: _____
Danny Lyndall
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RIGHT OF ENTRY AGREEMENT
FOR
STANTON ROAD TANK:

RIGHT OF ENTRY AGREEMENT

Date:

Parties:

- (a) POINT BROADBAND LLC, a FIXED WIRELESS PROVIDER (“OPERATOR”) with a place of business at 1791 O.G. SKINNER DRIVE, WEST POINT, GA 31833 and
- (b) DAPHNE UTILITIES (“OWNER”) with a place of business at 900 Daphne Avenue, Daphne, AL 36526.
- (c) OPERATOR and OWNER may individually be referred to as “Party” or collectively as “Parties.”

OWNER hereby grants the OPERATOR the right to install, own, repair, operate, remove, improve and maintain fiber optic and/or coaxial cable facilities and related equipment capable of accommodating voice, data and video transmissions and/or telecommunications service (the “System”) on the tower and at the property located at Latitude 30.596389 N Longitude 87.894444 W, on or about Stanton Road, Daphne, Alabama (the “Facility”).

1. OWNER shall provide reasonable access for ingress, egress, installation, operation, maintenance, inspection, replacement, improvement, removal and disconnection of the System. OPERATOR will provide OWNER with certificates evidencing the following insurance coverage before OPERATOR begins any installation work on the Premises and will maintain such insurance coverage during the term of this agreement.

(a) Commercial General Liability Insurance with a per occurrence policy limit of \$1,000,000 and a general aggregate of \$2,000,000.

(b) Worker’s Compensation insurance:

Part I: Worker’s Compensation insurance in accordance with applicable state law. Part II: Employer’s Liability in the amount of \$1,000,000 for each accident, for each employee and for the policy limit.

(c) Commercial Automobile Liability Insurance: Coverage to include owned, non-owned, leased and hired vehicles and coverage for Property Damage and Bodily Injury. Combined Single Limit: \$1,000,000.

(d) Umbrella Liability Insurance providing \$2,000,000 per occurrence and aggregate coverage limits excess of 2(a), 2(b) Employer’s Liability and 2(c) above.

(e) Property Coverage: Property insurance on an all-risk, replacement cost basis for Operator’s personal property and Equipment.

Owner will maintain insurance in limits and coverages as reasonably necessary and standard to Owner’s business.

2. OPERATOR shall install, own and maintain the System in the Facility at its own expense. All parts of the System shall be and remain the personal property of OPERATOR and may be removed by OPERATOR at any time. Upon any removal of the System, OPERATOR agrees to repair any damage caused by the removal. OPERATOR will indemnify and hold OWNER, its principals, officers, directors and employees harmless from and against any loss, cost, damage and expense of whatever kind arising from the negligent, grossly negligent, wanton, reckless, intentional or unintentional construction, operation, maintenance and repair of OPERATOR's System or from a breach of this Agreement by OPERATOR, including, but not limited to, reasonable attorneys' fees and court costs.

3. Provided the OPERATOR is not in default of this Agreement, provided that this Agreement has not been terminated and only during the term of this Agreement, OWNER agrees that, except in the case of emergency, neither it nor anyone acting by or under the authority of OWNER shall tamper with, make alterations to, or remove, or knowingly permit anyone not authorized by OPERATOR to tamper with, make alterations to, or remove, any equipment used in connection with the System except with the prior written consent of OPERATOR. OPERATOR specifically acknowledges and agrees that in the case of an emergency, OWNER may alter or remove or allow a third party to alter or remove any or all of OPERATOR's equipment, and OPERATOR waives any and all claims to damages resulting therefrom; provided that, in the case of an emergency, OWNER will provide as much notice as is reasonable under the circumstances of any alterations or removals and the parties recognize that certain emergencies may preclude prior notice.

4. OPERATOR, shall not have the right to assign its rights and obligations under this Agreement with the prior written consent of OWNER, which shall not be unreasonably withheld. This Agreement shall be binding upon OWNER and its successors and assigns, and any future transferees of the Facility. Nothing in this Agreement shall obligate or otherwise require the OWNER to maintain, repair, replace or construct any portion of the property, the fixtures, the personal property and/or access to the property. OWNER has the sole discretion to add or subtract to and from the Facility as OWNER deems necessary or desirable without regard to the effect on OPERATOR. However, should OWNER take any action that prohibits OPERATOR's use of the Facility, and provided the action is not in response to an emergency situation, OWNER shall provide OPERATOR with thirty (30) days written notice and OPERATOR may terminate the Agreement upon removal of OPERATOR's System.

5. This Agreement may be amended, changed or modified only by written agreement executed by the Parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

6. Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (a) delivered personally, (b) delivered by nationally recognized overnight delivery service, or (c) mailed by certified US mail postage prepaid, return receipt requested to the addresses listed under such Party's signature below, or to such other address as either Party shall designate by proper notice, and shall be deemed effective upon actual receipt or refusal to accept.

7. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. This Agreement may be executed by facsimile or "PDF" and each Party has the right to rely upon a facsimile or "PDF" counterpart of this Agreement signed by the other Party to the same extent as if such Party had received an original counterpart.

8. Each Party represents and warrants to the other that (a) it has full power and authority to enter into and perform this Agreement in accordance with its terms, (b) the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement, and (c) it is an entity, duly organized, validly existing and in good standing under the laws of the state of its origin.

9. This Agreement is the joint work product of the Parties. Accordingly, in the event of ambiguity, no presumption shall be imposed against either Party by reason of document preparation.

10. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter referred to herein and supersedes any and all prior or contemporaneous agreements, whether written or oral.

11. Prior to any installation or enhancements being made to the System, OPERATOR must first provide to OWNER construction documentation, drawings or other such plans and specifications for the System as exist, and OWNER must give its written authorization thereto. OWNER maintains sole authority over the location of the System in the Facility. OPERATOR agrees not to install the System or System components without OWNER approval. OPERATOR must obtain written authorization prior to ordering or installing any new System enhancement(s) or physical equipment into the Facility. This includes, but is not limited to, new wiring, new cabling or any other form of hardware and/or peripheral(s) capable of accommodating voice, data and video transmissions and/or telecommunications service at Facility.

12. This Agreement shall be for a term of three (3) years from the date executed herein and shall be subject to automatic renewal for additional one (1) year, successive terms (each one-year term shall be hereinafter referred to as a "Renewal Term") unless either Party provides written notice to the other Party thirty (30) or more days before the expiration of the original term or any Renewal Term that the Party is terminating this Agreement and upon the expiration of the original or Renewal Term, OPERATOR shall remove OPERATOR'S System and all related equipment and return OWNER'S Facility to the condition was in before the System was installed . Either Party may terminate this Agreement for any reason with six (6) months written notice to the other party and at the expiration of the 6 month notice, OPERATOR shall remove the System and all related equipment and return OWNER'S Facility to the condition it was before the System was installed. In the event of OPERATOR's failure to comply with any terms of this Agreement, OWNER may terminate the Agreement immediately and without prior notice. Within thirty (30) days following the immediate termination of this Agreement, OPERATOR shall remove the System and all related equipment and return OWNER's Facility to the condition it was before the System was installed. Should OPERATOR fail to remove the System as provided anywhere in this paragraph, OWNER may, at its option, either (1) remove the System or have it removed by a third party, and in either event, OPERATOR shall reimburse OWNER for costs incurred by OWNER of such removal or (2) take possession and ownership of the System. The provisions of this paragraph shall survive the termination of the Agreement.

13. OPERATOR shall procure all permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the installation, operation and removal of the System. OPERATOR shall comply with all federal, state, county and municipal laws, regulations and codes pertaining to the installation, operation and removal of the System.

14. As of the date of execution of the Agreement, OPERATOR shall pay a right of entry fee to OWNER in the amount of a sum of \$1 per subscriber for any subscriber using the Facility for any portion of the prior month, said fee shall not be less than One Hundred Dollars (\$100.00) per month and shall not exceed Three Hundred Dollars (\$300.00) per month, with an additional Fifty Dollars (\$50.00) per month for electricity used for the OPERATOR'S equipment. The right of entry fee and the monthly electrical usage fee shall be due, in advance, on the first day of each month and shall be calculated on usage from the prior month. OPERATOR shall provide to OWNER a complete list of monthly subscribers for the prior month with remittance of rent. If anytime within the first six (6) months of this Agreement, the OWNER finds or reasonably estimates that the actual electrical usage of the OPERATOR exceeds Fifty Dollars (\$50.00) a month, OWNER and OPERATOR agree to increase the monthly electrical usage fee for electricity to the actual or reasonably estimated amount used by the OPERATOR. OWNER reserves the right to increase this right of entry fee and monthly electrical usage fee for any Renewal Term, by providing written notice of OWNER's intent to do so more than thirty (30) days before the expiration of the original term or any Renewal Term.

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

THE UTILITIES BOARD OF THE
CITY OF DAPHNE

POINT BROADBAND, LLC

By: _____
Danny Lyndall
General Manager

By: _____
Todd Holt
CEO and President

GULF COAST MEDIA

A DIVISION OF OPC NEWS, LLC
PO BOX 1677 • SUMTER, SC 29150

FOLEY 251.943.2151
The Courier – The Islander
The Onlooker
The Baldwin Times

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MAY 07 2017

LEGAL REP -
251-345-6805

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

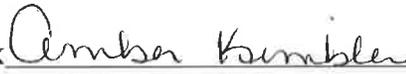
Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Wallace who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

04/26/2017

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X 
April M. Wallace, Legal Ad Representative

X 
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2018



AMBER KIMBLER
My Commission Expires
APRIL 10, 2018

Sworn and subscribed to on 04/26/2017.

CITY OF DAPHNE, LEGAL ACCOUNT

Acct#: 983508

Ad#: 268244

ORDINANCE 2017 - 27

Amount of Ad: \$52.26

Legal File# ORDINANCE 2017

CITY OF DAPHNE ORDINANCE 2017 - 27 AN ORDINANCE CONSENTING TO THE LEASE OF CERTAIN PROPERTY BY THE UTILITIES BOARD OF THE CITY OF DAPHNE

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

WHEREAS, the management of Daphne Utilities has determined that it is in the best interest of Daphne Utilities to lease certain of its properties to POINT BROADBAND LLC as described in "Exhibit A - RIGHT OF ENTRY AGREEMENT"; and

WHEREAS, the Board of Directors of Daphne Utilities has approved the lease of the properties to POINT BROADBAND LLC as described in "Exhibit A - RIGHT OF ENTRY AGREEMENT", to

NOW, THEREFORE, BE IT ORDAINED THAT THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA does hereby consent to the lease by Daphne Utilities of the properties described in "Exhibit A - RIGHT OF ENTRY AGREEMENT", to POINT BROADBAND LLC.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA on this 17th day of April, 2017.

Dane Haygood,

Mayor

ATTEST:

Rebecca A. Hayes,

City Clerk

April 26, 2017