

CITY OF DAPHNE
1705 MAIN STREET, DAPHNE, AL
CITY COUNCIL BUSINESS MEETING AGENDA
Monday, March 7, 2022
6:00 P.M.

1. CALL TO ORDER

2. ROLL CALL

INVOCATION

Reverend John Knox Foster, Christ Presbyterian Church

PLEDGE OF ALLEGIANCE

PUBLIC HEARING: Revision to the Official City of Daphne Zoning Map

3. APPROVE MINUTES: February 21, 2022 regular meeting

4. REPORTS OF STANDING COMMITTEES

A. FINANCE COMMITTEE – Conaway

Review the minutes from the February 21st meeting.

Treasurer's Report – January 2022

- Unrestricted Fund Balance - \$25,721,501

- Total Cash Balance - \$40,345,848

Sales Tax for December 2021 - \$2,387,355

Lodging Tax for December 2021 - \$103,120

MOTION to authorize the Mayor to enter into an agreement with Animal Arts Design Studios, Inc. for the design of the new Animal Shelter facility and to fund the agreement with funds from the Animal Shelter fund.

MOTION to authorize the Mayor to enter into an agreement for engineering services with Jade Consulting for the new Animal Shelter facility and to fund the agreement from funds from the Animal Shelter Fund.

B. BUILDINGS & PROPERTY COMMITTEE – Phillips

C. PUBLIC SAFETY COMMITTEE – Hughes

Review the minutes from the February meeting.

D. CODE ENFORCEMENT/ORDINANCE COMMITTEE – Olen

E. PUBLIC WORKS COMMITTEE – Goodlin

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS

A. BOARD OF ZONING ADJUSTMENTS – Adrienne Jones

B. DOWNTOWN REDEVELOPMENT AUTHORITY – Conaway

C. INDUSTRIAL DEVELOPMENT BOARD – Scott

D. LIBRARY BOARD –Phillips

E. PLANNING COMMISSION – Olen

Review the minutes from the January 27th meeting and the report from the February 24th meeting.

F. RECREATION BOARD – Hughes

G. UTILITY BOARD – Coleman

Review the minutes from the January 2022 meeting.

6. PUBLIC PARTICIPATION

City Council Agenda – March 7, 2022

7. **MAYOR’S REPORT**
8. **CITY ATTORNEY REPORT**
9. **DEPARTMENT HEAD REPORTS**
10. **CITY CLERK’S REPORT**

MOTION to approve Ballin’ on Belrose on May 14, 2022 from 9:00am – 12:00pm on Belrose Avenue.

MOTION to approve Mancini’s Antique Club street closure of Belrose from Main Street to behind Mancini’s 5:00pm – 10:00pm for their St. Pat’s Event on March 12, 2022.

MOTION to approve multiple spots of parking lot closure at Lott Park for the Downtown Redevelopment Farmer’s Market on various Friday afternoons from 2:00 – 6:30pm beginning April 22, 2022 through June 17, 2022.

MOTION to approve the publication and set a public hearing on April 18, 2022 for the Red Barn, L.L.C., Pre-Zoning Amendment.

MOTION to approve the publication and set a public hearing on April 18, 2022 for the Red Barn, L.L.C., Annexation Petition.

11. **RESOLUTIONS & ORDINANCES**

A. RESOLUTIONS:

2022 – 08 – Revision to the Official City of Daphne Street Map

2022 – 09 – Resolution Authorizing the City of Daphne to Join the State of Alabama and Other Local Governments as Participants in the Endo Settlement

B. 2nd READ ORDINANCES:

2022 – 15 – Amending Ordinance 2020-22 – The Right-of-Way Ordinance Schedule of Right-of-Way Permit Fees

2022 – 16 – Ordinance Authorizing the Mayor to Execute a Purchase and Sale Agreement with Burton Property Group, LLC to Convey Certain Real Property No Longer Needed for Public or Municipal Purposes Located at the Northeast Corner of Highway 98 and Lavender Lane

1ST READ ORDINANCES:

2022 – 17 – Appropriation: Mayday Park Pier Repair Plans and Specifications - \$12,500

2022 – 18 – Appropriation: Authorization to Enter into Agreement with Baldwin County Humane Society - \$7,000

2022 – 19 – Extension of Moratorium Established in Ordinance 2021-45

2022 – 20 – Revision to the Official City of Daphne Zoning Map

12. **COUNCIL COMMENTS**

13. **ADJOURN**

**COMMUNITY DEVELOPMENT
INTERNAL MEMORANDUM**



DATE: January 10, 2022
TO: Office of the City Clerk
FROM: Adrienne Jones, AICP, Director of Community Development
SUBJECT: Revision to the Official City of Daphne Zoning Map

A handwritten signature in black ink, appearing to be "AJ", is written over the "FROM:" line of the memorandum.

At the December 16, 2021 regular meeting of the City of Daphne Planning Commission, seven members were present. The motion carried unanimously to set forth a ***favorable recommendation*** of acceptance of the above-mentioned revision to the Official City of Daphne Zoning Map (codifications were approved between July 1, 2020 through November 30, 2021).

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

Upon receipt of said documentation, please prepare an ordinance for placement on the City Council agenda to set a public hearing.

Thank you,
ADJ/jv

Attachment(s)

cc: file

Zoning and Street Map Edits: July 1, 2020 through November 30, 2021

Legislative Annexation	Governor Approval Date	Act #	Zoning Classification	Property Size (Acres)
N/A				
Annexation by Council Action	Council Approval Date	Council Action Ordinance #		Property Size (Acres)
Corte Road and Austin Road extension	10/21/20	2020-30		13 ac
AJD Family Limited Partnership	02/01/21	2021-05		1.84 ac
Chaffin, Milstead, and Milstead	07/06/21	2021-30		17.92 ac
Joseph Mancini	11/01/21	2021-57		53.46 ac
Prezoning	Council Approval Date	Ordinance #	Zoning Classification	Property Size (Acres)
AJD Family Limited Partnership	02/01/21	2021-04	B-2	1.84 ac
Chaffin, Milstead, and Milstead	07/06/21	2021-31	PUD	17.92 ac
Joseph Mancini	11/01/21	2021-56	PUD	53.46 ac
Rezoning Petitions	Council Approval Date	Ordinance #	Old/New Zoning Classification	Property Size (Acres)
Forestar USA Real Estate Group, Inc.	9/08/20	2020-27	PUD to R-1	13.6
ORDG, LLC	11/16/20	2020-38	B-3/R-6(G)	1.15
Burris Warner, LLC	03/01/21	2021-09	R-1 to R-2	0.77
Destiny Church International, Inc.	04/19/21	2021-17	R-2, R-3 and R-4 to R-3 and R-6(G)	19
Satterwhite	07/06/21	2021-29	B-3 to R-3	1.22
BN Properties, LLC	08/02/21	2021-39	B-3 to B-1(A)	1.21
Street Acceptances	Approved	Resolution #	Linear Feet	Miles
Diamante Subdivision Phase 2	7/06/20	2020-35	2,331.22	0.4415
Jubilee Farms Phase 6	10/05/20	2020-53	4,026.00	0.7625
Jubilee Farms Phase 7	04/19/21	2021-11	5,602	1.04
Jubilee Farms Phase 8	04/19/21	2021-12	1,191	0.26
Jubilee Farms Phase 15	06/07/21	2021-20	1,367	0.25
Diamante Phase 3	07/06/21	2021-22	2,106	0.423
Jubilee Farms Phase 9	09/20/21	2021-36	1,260	0.23
Jubilee Farms Phase 10	09/20/21	2021-37	3,232	0.61

Zoning and Street Map Edits: July 1, 2020 through November 30, 2021

Background:

Typically the Official Zoning Map and the Official Street Map is updated bi-annually. In January, a map correction made by Baldwin County Mapping department and Revenue departments resulted in a reduction in area thought to be in the city (east of Historic Malbis). The land was found to be in the county. In February, citizens needed clarification regarding the map correction and meetings were held to verify the correction. The Official maps were not updated during the citizen investigation period.

This map update includes map amendments which have resulted from annexation, pre-zoning, rezoning and street acceptances that have been approved by the City Council between the months of July 1, 2020 and November 30, 2021, as well as the map correction documented by Baldwin County.

All changes approved prior to January 2021 are presented in the following table in black text. All changes approved after January 2021 are shown in purple text.

Staff Recommendation:

Staff recommends that the Planning Commission set forth a favorable recommendation to City Council to adopt the amended Official Zoning Map and the Official Street Map.

February 21, 2022
CITY COUNCIL MEETING
REGULAR BUSINESS MEETING
1705 MAIN STREET
DAPHNE, AL
6:00 P.M.

1. CALL TO ORDER:

There being a quorum present Council President Joel Coleman called the meeting to order at 6:01pm.

2. ROLL CALL:

COUNCIL MEMBERS PRESENT: Tommie Conaway, Ron Scott, Benjamin Hughes, Doug Goodlin, Joel Coleman, Angie Phillips, and Steve Olen

Also Present: Candace Antinarella, City Clerk; Jay Ross, City Attorney, Chief David Carpenter, Police; Troy Strunk, City Development; Chief LeAnn Tacon, Fire; Adrienne Jones, Planning; Ronnie Huskey, Public Works; Kelli Reid, Finance; Betsy Schneider, Operations; Eric Butler, Building Department; and Jessica Linne, Assistant City Clerk.

INVOCATION/PLEDGE OF ALLEGIANCE

Invocation was given by Pastor Rife Stewart, Destiny Church.

RECOGNITION: Chief Tacon recognized Firefighter Cameron Boyington on his recent achievement of receiving the title of Smoke Diver from the Alabama Fire College.

3. APPROVAL OF MINUTES:

The minutes from the February 7, 2022 regular meeting were approved.

4. REPORT OF STANDING COMMITTEES:

A. FINANCE COMMITTEE

Councilwoman Conaway said the Committee met earlier and the report will be given at the next Council meeting. She congratulated Kelli Reid and the Finance Department on their Certificate of Achievement.

B. BUILDINGS & PROPERTY COMMITTEE

Councilwoman Phillips said the next meeting is March 7th.

C. PUBLIC SAFETY COMMITTEE

Councilman Hughes said the next meeting is March 14th at 4:30pm.

D. CODE ENFORCEMENT/ORDINANCE COMMITTEE

Councilman Olen said the next meeting is March 7th at 4:30pm.

E. PUBLIC WORKS COMMITTEE

Councilman Goodlin said the minutes from the January 3rd meeting are in the packet and the next meeting is March 7th at 5:00pm.

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS:

A. Board of Zoning Adjustments

Adrienne Jones said there is no meeting and no report.

B. Downtown Redevelopment Authority

Councilwoman Conaway said the next meeting is March 17th at 5:30pm.

C. Industrial Development Board

Councilman Scott said the next meeting is March 15th at 4:30pm.

**February 21, 2022
CITY COUNCIL MEETING
REGULAR BUSINESS MEETING
1705 MAIN STREET
DAPHNE, AL
6:00 P.M.**

D. Library Board

Councilwoman Phillips said the next meeting is March 10th at 4:30pm.

E. Planning Commission

Councilman Olen said the next meeting is February 24th at 5:00pm.

F. Recreation Board

Councilman Hughes said the next meeting is March 9th at 6pm in the Jubilee Conference Room.

G. Utility Board

Councilman Coleman said the next meeting is March 2nd at 5:00pm.

6. PUBLIC PARTICIPATION:

Public Participation opened at 6:11pm.

No one came forward to speak.

Public Participation closed at 6:12pm.

7. MAYOR'S REPORT:

Mayor LeJeune shared that Tomasina Werner had recently passed. He reminded everyone of the upcoming Mardi Gras parades in Daphne and street closures.

8. CITY ATTORNEY REPORT:

City Attorney said there was no report.

9. DEPARTMENT HEAD COMMENTS:

Chief Carpenter, Police, said Lt. Ardis will be attending the FBI Academy. He said the Department recently responded to a domestic violence dispute.

Chief Tacon, Fire, commended the Police Department for their service to the community. She said Daphne Fire had 16,859 hours of training in 2021.

Adrienne Jones, Planning, reminded everyone they have a Planner position open. She reminded everyone March 21 – 24 is Planning Week in Daphne and commended the City for their wheelchair accessibility at the parades

10. CITY CLERK'S REPORT:

**MOTION by Councilman Hughes to approve the 050 - Retail Beer (Off Premises Only) and 070 – Retail Table Wine (Off Premises Only) to Vaidehi 1 LLC dba Fastime 103 located at 2305 US Hwy 98, Daphne, Alabama. Seconded by Councilwoman Phillips.
MOTION CARRIED UNANIMOUSLY.**

11. RESOLUTIONS & ORDINANCES:

A. RESOLUTIONS:

2022 – 07 – Declare Certain Personal Property Surplus and Authorize the Mayor to Dispose of Such Property – Parts for Old John Deere Mowers

**February 21, 2022
CITY COUNCIL MEETING
REGULAR BUSINESS MEETING
1705 MAIN STREET
DAPHNE, AL
6:00 P.M.**

MOTION by Councilwoman Conaway to waive the reading of Resolution 2022-07. Seconded by Councilman Goodlin.

MOTION CARRIED UNANIMOUSLY.

**MOTION by Councilwoman Conaway to adopt Resolution 2022-07. Seconded by Councilman Goodlin.
MOTION CARRIED UNANIMOUSLY.**

ORDINANCES:

B. 2nd READ ORDINANCES:

2022 – 06 – Ordinance to Amend Sections 4.7, 10.7, 10.8, 10.9, 10.10, 10.11 and 10.13 of the City’s Employee Handbook

2022 – 07 – Appropriation: Engineering Fees Drainage Master Planning for Mayday Park - \$61,280

2022 – 08 – Additional Appropriation: STPOA-0216(250) – Turning Lanes at Sehoy Blvd and Longvue Blvd - \$17,948

2022 – 09 – Appropriation: CPAT (Candidate Physical Ability Test) Training Facility Building – Engineering Fees - \$12,850

2022 – 11 – Pre-Zone Property Located at the East and Southeast of Robbins Boulevard and Ashbury Hill Road – GCOF Reserve of Daphne, L.L.C. and 68V Reserve at Plantation Hills, 2021, L.L.C

2022 – 12 – Pre-Zone Property Located at the North of Intersection of County Road 64 and Montelucia Way – GCOF Reserve of Daphne, L.L.C., James and Barbara Conaway, Joseph Lazzari, Joseph Lazzari, Jr., and Tania Lazzari

2022 – 13 – Annex Property Contiguous to the Corporate Limits of the City of Daphne – East and Southeast of Robbins Boulevard and Ashbury Hill Road, and North of the Intersection of County Road 64 and Montelucia Way – GCOF Reserve of Daphne, L.L.C., 68V Reserve at Plantation Hills 2021, L.L.C., James and Barbara Conaway, Joseph Lazzari, Joseph Lazzari, Jr., and Tania Lazzari

2022 – 14 – Ordinance Amending the City of Daphne’s Land Use and Development Ordinance 2011-54, As Adopted by the City Council on July 18, 2011, as Amended - Articles XI, XIII, XIV, XV, XVII, XVIII, XXX, and XXXIX: Technical Revisions

**MOTION by Councilman Scott to waive the reading of Ordinances 2022-06, 2022-07, 2022-08 and 2022-09. Seconded by Councilman Goodlin.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Scott to adopt Ordinance 2022-06. Seconded by Councilwoman Phillips.
MOTION CARRIED UNANIMOUSLY.**

**February 21, 2022
CITY COUNCIL MEETING
REGULAR BUSINESS MEETING
1705 MAIN STREET
DAPHNE, AL
6:00 P.M.**

**MOTION by Councilman Scott to adopt Ordinance 2022-07. Seconded by Councilman Olen.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Scott to adopt Ordinance 2022-08. Seconded by Councilwoman Conaway.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Hughes to adopt Ordinance 2022-09. Seconded by Councilwoman Phillips.
MOTION CARRIED UNANIMOUSLY.**

**Council President Coleman recused himself from Ordinances 2022-11, 2022-12 and 2022-13.
Councilwoman Phillips presided over these ordinances.**

**MOTION by Councilman Scott to waive the reading of Ordinance 2022-11. Seconded by Councilman
Hughes.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Scott to adopt Ordinance 2022-11. Seconded by Councilman Hughes.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Scott to waive the reading of Ordinances 2022-12 and 2022-13. Seconded by
Councilman Goodlin.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Scott to adopt Ordinance 2022-12. Seconded by Councilman Olen.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Scott to adopt Ordinance 2022-13. Seconded by Councilman Hughes.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Scott to waive the reading of Ordinance 2022-14. Seconded by Councilwoman
Conaway.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Olen to adopt Ordinance 2022-14. Seconded by Councilwoman Conaway.
MOTION CARRIED UNANIMOUSLY.**

C. 1ST READ ORDINANCES:

**2022 – 15 – Amending Ordinance 2020-22 – The Right-of-Way Ordinance Schedule of Right-of-Way
Permit Fees**

**2022 – 16 – Ordinance Authorizing the Mayor to Execute a Purchase and Sale Agreement with Burton
Property Group, LLC to Convey Certain Real Property No Longer Needed for Public or Municipal
Purposes Located at the Northeast Corner of Highway 98 and Lavender Lane**

**February 21, 2022
CITY COUNCIL MEETING
REGULAR BUSINESS MEETING
1705 MAIN STREET
DAPHNE, AL
6:00 P.M.**

12. COUNCIL COMMENTS:

Councilman Hughes congratulated Lt. Ardis and Firefighter Boyington. He commended the Finance Department on their achievement.

Councilwoman Phillips agreed with Councilman Hughes. She thanked Councilman Olen for bringing his experience and expertise as he works with the Council.

Mayor LeJeune agreed with Councilwoman Phillips about Councilman Olen. He congratulated the Finance Department. He invited the Council to attend CPR training on Wednesday at 1:00pm at Fire Station 1. He shared they have received first judgement for opioid lawsuit.

Council President Coleman shared memories of Tomasina Werner.

13. ADJOURN:

THERE BEING NO FURTHER BUSINESS TO DISCUSS, COUNCIL ADJOURNED AT 6:37 PM.

Respectfully submitted by,

Certification of Presiding Officer,

Candace G. Antinarella, CMC, City Clerk

Joel Coleman, Council President

CITY OF DAPHNE
FINANCE COMMITTEE MINUTES
FEBRUARY 21, 2022
4:30 P.M.

I. CALL TO ORDER/ROLL CALL

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

Present were:

Chairperson Mrs. Tommie Conaway

Councilman Mr. Steve Olen

Councilman Mr. Joel Coleman

Councilman Mr. Doug Goodlin

Councilman Mr. Ron Scott

Councilman Mr. Ben Hughes

Councilwoman Mrs. Angie Phillips

Also Present: Mayor Robin LeJeune, Finance Director Mrs. Kelli Reid, Senior Accountant Mrs. Suzânn Henson, City Clerk Mrs. Candace Antinarella, Executive Director of City Development Troy Strunk, Fire Chief Mrs. LeAnn Tacon, Public Works Director Mr. Ronnie Huskey, and City Attorney Mr. Patrick Dungan.

II. PUBLIC PARTICIPATION

A. 2021 Annual Audit – Avizo Group – Mr. Dennis Sherrin, Mr. Earl Blackmon, and Mrs. Carly Corte

Mr. Dennis Sherrin reviewed the City's annual audit and stated that they would be issuing an unmodified opinion for the audit. Discussion was made on the City's continual increase in sales tax collections over the last couple years. Mr. Sherrin noted that sales tax and general revenues have both been up over the last several years and that sales tax was up \$6.4 million for last year and \$8.3 million over the last two years and noted it is incredible that occurred during Covid. Mr. Sherrin noted the City has been a good steward of the City's money. Mr. Scott discussed recent news of issues with theft in surrounding municipalities. Mr. Sherrin discussed the importance of internal controls and discussed that the City of Daphne does have internal controls in place. Discussion continued on what a great job Mrs. Reid and the Finance Department did on preparing for the audit.

III. APPROVE MINUTES FOR THE PREVIOUS MEETING

The previous minutes were approved.

IV. HUMAN RESOURCES BUSINESS

A. Update on Human Resources Department Activity

Mrs. Henson noted Mrs. Hinman could not attend the meeting tonight but the Human Resources Report was included in the packet. Mrs. Henson noted that Mrs. Hinman had requested that if anyone had any questions to please e-mail her and she would respond.

- Posted positions/Reposted- 6
- Reviewing/Testing/Interviewing/Background check - 7
- Promotion/Internal Transfer - 6
- New Hires – 8

The monthly Safety Committee meeting topics and other Human Resources projects and events were included in the Human Resources report included in the packet:

- Safety Committee: Safety Awards will be awarded quarterly and bi-yearly.
- Next Safety Committee Meeting: February 23, 2022
- COVID leave
- Reviewing revised job descriptions with Department
- Online compliance training on Harassment/Bullying and Drug-Free Workplace
- CPR Training for City Hall employees Feb. 23rd

V. BUSINESS LICENSE REPORT

A. Report: New Business Licenses – January, 2022

Mrs. Reid noted that the new Revenue Officer Julie Koptis started work today and would be at next month's meeting. Mrs. Reid reviewed the following reports and information:

- Code enforcement issued 3 warnings resulting in businesses becoming compliant and \$360 in revenue.
- New Businesses with a physical location in Daphne - 16.
- Simplified Sellers Use Tax collections - \$ 161,697 and YTD collections - \$496,277.

Mrs. Phillips discussed considering increasing the business license issuance fee to perhaps mirror the State's rate (\$12). Mr. Goodlin noted that revenues are up so he did not feel the issuance fee should be increased.

BUSINESS LICENSE COUNT through 1/31/2022	
NEW Licenses	55
RENEWAL Licenses (2022)	1573
Total Issued THIS MONTH	1628
Total Issued THIS MONTH - PREVIOUS YEAR	1648
Net Gain/-Loss Current VS Previous Yr MONTH	-20
Total Issued YTD 2022	1,708
Total Issued YTD - PREVIOUS YEAR	1,762
Net Gain/-Loss Current VS Previous Yr YTD	-54

Business License Fee Historical Comparison 2021 / 2022				
	FY 21	FY 22	+/- Previous Year	Budget 2022 \$2,545,000
October	\$13,897.75	\$7,131.66	(\$6,766.09)	(\$2,537,868.34)
November	\$8,573.66	\$4,092.86	(\$4,480.80)	(\$2,533,775.48)
December	\$38,677.07	\$13,273.04	(\$25,404.03)	(\$2,520,502.44)
January	\$1,084,222.56	\$1,186,552.24	\$102,329.68	(\$1,333,950.20)
February	\$1,174,301.94		(\$1,174,301.94)	(\$1,333,950.20)
Year to Date	\$2,707,892.57	\$1,211,049.80	(\$1,496,842.77)	(\$1,333,950.20)
All amounts include penalty and interest.				

VI. SALES & LODGING TAX REPORT

A. Sales and Use Taxes: December, 2021

Mrs. Henson reviewed the Sales & Use Tax Reports: \$2,387,355 was collected for December, 2021 which was up \$334,283 from December 2020's collections:

- YTD Variance over Budget - \$1,217,723

Mrs. Reid answered Mr. Scott's previous question on what the effect would be if the City did not collect a tax on groceries. Mrs. Reid stated that an estimated \$3.5 million in revenues would be lost for one year and that only includes estimated calculations based on the largest grocery stores sales and does not include smaller stores or convenience stores.

B. Lodging Tax Collections, December, 2021

Mrs. Henson reviewed the Lodging Tax Collections Report and noted the collections for December, 2021 were \$103,120 which is up \$25,381 from December 2020's collections.

- YTD Variance over Budget - \$62,273

C. Lodging Tax Fund : Statement of Revenues over Expenses, January, 2022

Mrs. Henson reviewed the Lodging Tax Statement of Revenues over Expenditure report for January, 2022.

- Unreserved balance for Bayfront related purchases - \$2,869,800
- Recreation for related purchases - \$921,173 – there is a decrease in the balance from last month due to Daphne Sports Parks project expenditures.

VII. FINANCIAL SCHEDULES & REPORTS

A. Financial Reports

1. Treasurer's Report: January, 2022

Mrs. Reid reviewed the Treasurer's Report:

TREASURER'S REPORT					
As of January 31, 2022					
Account Type/Title	1/31/2022	12/31/2021	Increase (Decrease) from last Month	1/31/2021	Increase (Decrease) from Last Year
GENERAL FUND & ENTERPRISE FUNDS	\$ 14,669,585	\$ 16,543,212	\$ (1,873,627)	\$ 13,727,463	\$ 942,122
INVESTMENT FUND	10,879,660	5,956,487	4,923,173	5,896,170	\$ 4,983,490
CREDIT CARD ACCOUNT	172,255	131,123	41,133	116,826	\$ 55,429
Total Unrestricted Cash Balance	25,721,501	22,630,822	3,090,679	19,740,459	5,981,042
SPECIAL REVENUE FUNDS					
4 CENT GAS TAX	166,435	261,070	(94,635)	206,254	(39,819)
7 CENT GAS TAX	209,345	227,136	(17,790)	195,423	13,922
10 CENT GAS TAX	317,514	300,588	16,926	148,792	168,722
TREE & FLOWER	22,660	22,660	-	23,926	(1,266)
COVID RELIEF FUND	1,482,002	1,482,002	-	-	1,482,002
ANIMAL SHELTER FUND	1,088,730	1,088,730	-	-	1,088,730
FEDERAL DRUG FORFEITURES	169,271	169,271	-	207,198	(37,927)
LOCAL DRUG FORFEITURES	75,915	75,288	627	55,864	20,051
LIBRARY	28,066	29,335	(1,269)	54,336	(26,270)
COURT TRAINING & EQUIPMENT	45,189	44,921	268	41,089	4,100
COURT CORRECTION	508,752	518,901	(10,149)	389,334	119,418
LODGING TAX	3,666,553	3,666,646	(93)	2,103,519	1,563,034
RENAISSANCE	-	25,517	(25,517)	-	-
AGENCY FUNDS					
MUNICIPAL COURT	-	-	-	474	(474)
SELF INSURANCE	233,052	228,932	4,120	222,803	10,249
FLEX SPENDING	22,403	23,482	(1,079)	23,257	(854)
OPEB TRUST INVESTMENT FUND	1,042,823	1,075,419	(32,596)	797,110	245,713
	9,078,709	9,239,897	(161,188)	4,469,379	4,609,330
CAPITAL PROJECT FUNDS					
CAPITAL RESERVE	4,946,748	5,428,529	(481,781)	3,791,082	1,155,666
	4,946,748	5,428,529	(481,781)	3,791,082	1,155,666
DEBT SERVICE FUNDS					
DEBT SERVICE	598,891	334,706	264,185	1,475,385	(876,494)
Total Restricted Cash Balance	14,624,348	15,003,132	(378,784)	9,735,846	4,888,502
Total City Cash Balance	\$ 40,345,848	\$ 37,633,953	\$ 2,711,895	\$ 29,476,305	\$ 10,869,544
	Encumbrance Total as of		1/31/2022	\$ 1,128,644.00	

Mrs. Reid noted that the monies were transferred to the Charles Schwab account and the increase is reflected on the investment fund on the Treasurer's Report.

The Treasurer's Report as of JANUARY, 2022 Total Unrestricted Cash Balance - \$25,721,501 and Total City Cash Balance - \$40,345,848 was presented to be filed for audit.

2. Encumbrance Report

- Encumbrance balance - \$1,128,644 as of January, 2022.

Mrs. Reid reviewed the Encumbrance Report. Mrs. Reid noted that the D'Olive Creek project is completely done and discussed other expenditures made for the Justice Center and Bayfront Master Plan which reduced the encumbrance balance.

3. Outstanding Appropriations

Mrs. Reid reviewed the Outstanding Appropriation report.

4. Financial Overview: Debt Summaries & Monthly Financial Statements, December, 2021

Mrs. Reid reviewed the following Financial Statements:

- Debt Summary Schedules (General & Enterprise Funds), January, 2022

Monthly Financial Statements – December 2021 Financial Highlights

General Fund:

	<u>FY 2022</u>	<u>FY 2021</u>	<u>Change</u>
• YTD Budgetary Net Income:	\$1,525,278	\$2,771,895	\$<1,246,617>
• Total sales tax collected year to date is approximately \$1,218,000 over budgeted income and \$875,000 over prior year to date income			
• Unassigned Fund Balance: \$23,785,995			
• Outstanding Encumbrances: \$1,204,217			

Debt Service Fund/Outstanding Debt:

- Outstanding Warrant Balance as of December 31, 2021: \$28,690,000
- Outstanding Capital Lease Balance as of December 31, 2021:
 - o General Fund: \$1,013,855
 - o Enterprise Fund: \$1,280,563

Capital Project Funds (Capital Reserve):

- No significant activity

Special Revenue Funds (13 separate funds):

- Lodging Tax Fund –
 - o Bayfront Unreserved Fund Balance: \$2,852,126
 - o Recreation Unreserved Fund Balance: \$937,352
 - o Total lodging tax collected was \$62,000 over budgeted income and \$23,200 below prior year to date income.

Enterprise Funds (Solid Waste and Civic Center):

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

	<u>FY 2022</u>	<u>FY 2021</u>	<u>Change</u>
Solid Waste Fund	\$ -0-	\$ -0-	\$ -0-
Civic Center Fund	\$ 47,301	\$ 296	\$ 47,005

The Solid Waste Fund did not require a transfer to cover net operating losses in the month of October, November, or December. Discussion was made on the transfer to the Civic Center. Mayor LeJeune discussed the Civic Center's benefit to the community.

5. Unfunded Future Projects Expenditure Summary

Mrs. Reid reviewed the Unfunded Future Projects Expenditure Summary.

6. Summary of Budgetary Amendments

Mrs. Reid reviewed the General Fund budgetary amendments made to the FY2022 Budget.

- Total Appropriations Year to Date – (\$2,913,655)
- Adjusted Expenses over Revenue – (\$2,910,511)

Mrs. Reid discussed the main expenditures and noted payments are now being made for the construction of the Splash Pad and New Restrooms at the Daphne Sports Complex. Mrs. Reid noted that the employee compensation will be spread out over the next seven months.

B. Bills Paid Reports – January, 2022

The Bills Paid Report was previously presented electronically. Mr. Scott asked if the credit card transactions information was on the report. Mrs. Reid stated she would review and make sure the transactions are included.

VIII. APPROPRIATION REQUESTS: (Ordinance)

A. Mayday Park Pier Repair Plans and Specifications - \$12,500

Mrs. Reid noted that the Mayday Park Pier inspection was discussed at a previous meeting and that this request for funding is for the design for the repairs needed that were found by the inspection. Mrs. Reid noted that the original repairs come out of the Lodging Tax Fund. Mrs. Phillips noted she would like to move it to the General Fund.

Mr. Olen asked about the different hourly rate increases of \$205 to \$250 and \$190 to \$225 and why the rates changed to the City. Mr. Shane Bergin with Neel-Schaffer, Inc. explained the increases in cost are due to recent increases in pay for employees and noted they would lose employees if they did not increase their pay. Mr. Scott asked what is the estimated cost for the repairs. Mr. Bergin estimated the cost to be \$50,000 - \$75,000 and 2-8 weeks to complete the work. Discussion continued if the repair should be moved to a time the pier would be in less use. Mr. Coleman stated with repair cost continuously increasing the project should move forward as quickly as possible.

MOTION BY Mrs. Phillips to recommend to Council to adopt the Ordinance amending the budget to appropriate \$12,500 out of the General Fund for the Mayday Park Pier Repair Plans and Specifications. Seconded by Mr. Scott .

MOTION CARRIED UNANIMOUSLY

B. Authorization to Enter into Agreement with Baldwin County Humane Society - \$7,000 (FY2022)

Mrs. Schneider noted they were approached by BARC about a new program they have adopted and would like for the City of Daphne to participate. Mrs. Schneider discussed that the county stopped accepting feral cats four years ago so the population has increased. Mrs. Schneider noted she had talked to the City's Animal Shelter employees and they were thrilled with this new program since the majority of animals euthanized are cats. The county would have someone trap, neuter, and release all reported feral cats. Mrs. Reid stated the agreement is \$12,000/year to participate, \$1,000/month, so \$7,000 for the remainder of FY2022.

MOTION BY Mrs. Phillips to recommend to Council to adopt an ordinance appropriating \$7,000 out of the General Fund for program services as specified in the Agreement with Baldwin County Humane Society and authorize the Mayor to enter into the agreement. Seconded by Coleman.

MOTION CARRIED UNANIMOUSLY

IX. NEW BUSINESS

A. Animal Shelter – Engineering / Design – Animal Arts Design Studios, Inc. - \$321,960 (Motion)

Mrs. Schneider discussed the process for finding an engineering company with experience in constructing animal shelter facilities. Mrs. Schneider noted that Mr. Strunk and Mr. Olen also helped with the research. Mr. Scott asked if anyone had verified the engineering firms references. Mr. Olen answered he called several of the references and they were all excellent references. Discussion continued on the size and estimated cost of the new facility and finding out what the County's plans are for their new animal shelter. Mr. Olen noted we are building this to accommodate for future growth. Mrs. Reid stated we have \$1.2 million already budgeted for this project and set aside in the Animal Shelter Fund. Mrs. Reid noted that an appropriation is not needed at this time from the General Fund.

MOTION BY Mr. Scott to recommend to Council to authorize the Mayor to enter into an agreement with Animal Arts Design Studios, Inc. for the design of the new Animal Shelter facility and to fund the agreement with funds from the Animal Shelter Fund. Seconded by Mr. Olen.

MOTION CARRIED UNANIMOUSLY

B. Animal Shelter – Jade Consulting included in the contract for the site work for the animal shelter project. Mr. Strunk noted the fee includes the following services: surveying, construction observation, stormwater observation, a couple versions of the master plan permitting through the planning commission , and landscaping irrigation plans. No monies are needed at this time from the General Fund.

MOTION BY Mr. Scott to recommend to Council to authorize the Mayor to enter into an agreement for engineering services with Jade Consulting for the new Animal Shelter facility and to fund the agreement from funds from the Animal Shelter Fund. Seconded by Mr. Goodlin.

MOTION CARRIED UNANIMOUSLY

C. Amending Ordinance 2020-22 - The Right-of-Way Ordinance Schedule of Right-Of-Way Permit Fees

Mr. Strunk discussed the fees related to directional boring for fiber optics. Mr. Dungan explained that clarification was needed for fiber optics installations. Mr. Dungan noted he had looked at the rates of other surrounding municipalities for these same type installations and the City's rates were high in comparison. Mr. Dungan continued to discuss costs that were missing in the ordinance and updates needed.

MOTION BY Mr. Scott to recommend to Council to adopt an ordinance amending Ordinance 2020-22 - The Right-of-Way Ordinance Schedule of Right-Of-Way Permit Fees. Seconded by Mrs. Phillips.

MOTION CARRIED UNANIMOUSLY

D. FY2020 Annual Comprehensive Financial Report Award

Mrs. Reid reviewed the Certificate of Excellence awarded to the City for the FY2020 Annual Comprehensive Report and noted the City has received this award for the last nine years.

E. Request for Waiver of Business License Penalty (Handout)

Mrs. Reid gave a handout and noted a representative from a company made a request for a business license penalty to be waived. Discussion was made and no action was taken.

X. OLD BUSINESS

There was not any old business discussed.

XI. ADJOURN

The meeting adjourned at 5:50 p.m.

February 14, 2021
PUBLIC SAFETY MEETING MINUTES
1705 MAIN STREET
DAPHNE, AL
4:30 P.M.

1. CALL TO ORDER:

There being a quorum present, Councilman Joel Coleman called the meeting to order at 4:30pm.

2. ROLL CALL:

COUNCIL MEMBERS PRESENT: Mayor LeJeune, Ron Scott, Steve Olen, Joel Coleman, Doug Goodlin, Angie Phillips, Benjamin Hughes, Tommie Conaway.

ABSENT:

Also Present: Candace Antinarella, City Clerk; Patrick Dungan, City Attorney; Troy Strunk, City Development; Chief Tacon, Fire Department; Captain Gulsby, Police Department; Christina Brazell, Recording Secretary.

3. PUBLIC PARTICIPATION:

None

4. APPROVAL OF MINUTES FROM PREVIOUS MEETING

Minutes from December 12, 2021 Public Safety meeting were approved as presented.

5. POLICE DEPARTMENT

Old Business:

Captain Gulsby: One new hire, currently in FTO program.

New Business:

Captain Gulsby: Launched Citizen Connect. Received positive feedback so far, citizens are happy they can access report information online. Questions were answered regarding D-RUN's (Directed patrols as a response to speed complaints, etc.)

Captain Gulsby: Discussed stats from prior 5 years.

Goodlin: Discussion about the fines and tickets and how the funds are not a source of revenue for the city.

Captain Gulsby: Lastly getting ready for Mardi Gras.

**February 14, 2021
PUBLIC SAFETY MEETING MINUTES
1705 MAIN STREET
DAPHNE, AL
4:30 P.M.**

6. FIRE DEPARTMENT:

Old Business:

Chief Tacon: Discussed stats for prior years. Medical assists calls seem to be up at this time. False alarms are up, maybe attributed to the new homes now being built with alarms already installed. Also, getting ready for Mardi Gras as well.

Chief Tacon: No changes with Medstar, still good response times.

New Business:

7. OTHER BUSINESS

Mayor LeJeune: Provided packet for Traffic Calming project. Radar signs have helped with the speeding. Map shows location of the traffic calming devices.

Councilman Scott: Discussion about the Skipper study.

Councilman Goodlin: Received an email from Zahra Urbanek concerning a lack of consistent side walk on Well Rd. Her concern was with the safety of other citizens and the children having to walk/ride bikes to and from the school in that area. Also, she mentioned in her email that there was an issue with school sign zones in that area as well that have not been moved since the traffic has been re-routed.

Mayor LeJuene: Well Road has been included in the plans for additional sidewalks.

4:49 p.m. **ADJOURNMENT**

**COMMUNITY DEVELOPMENT
INTERNAL MEMORANDUM**



DATE: February 28, 2022
TO: Office of the City Clerk
FROM: Adrienne Jones, AICP, *ADJ* Director of Community Development
SUBJECT: Planning Commission Minutes and Report

Attached please find a copy of the approved minutes for the City of Daphne Planning Commission regular meeting of January 27, 2022 and the report of the regular meeting of February 24, 2022 for placement on the March 7, 2022 City Council agenda for review.

Should you have any questions or comments in this regard, please do not hesitate to call.

ADJ/jv

**The City of Daphne
Planning Commission Minutes
Regular Meeting of January 27, 2022
Council Chamber, City Hall - 5:00 P.M.**

Call to Order:

Chairwoman called the regular meeting of the City of Daphne Planning Commission to order at 5:03 p.m. The number of members present constitutes a quorum.

Call of Roll:

Members Present:

James "Bo" White was excused @ 6:09 p.m.
Adam Manning
Ronnie Huskey
John Peterson
Marybeth Bergin, Chairwoman
Kevin Spriggs
Steve Olen
Andrew Prescott, Vice Chairman

Staff Present:

Adrienne Jones, AICP, Director of Community Development
Jan Vallecillo, Planning Coordinator
Patrick Dungan, Attorney
Troy Strunk, Executive Director, City Development
Josh Newman, City Engineer
Tim White, Environmental Programs Manager

The first order of business is the approval of the minutes.

Chairwoman asked for questions, comments or corrections to the minutes ***of the regular meeting of December 16, 2021. There being none, minutes are approved as submitted.***

Chairwoman stated staff requested that the Noble at Daphne application be tabled until the regular meeting of February 24, 2022.

The next order of business is a wetland buffer modification request and site plan review for KinderKids.

An introductory presentation was given by Joe Asarisi of Asarisi & Associates requesting site plan review of a daycare center with associated parking, drainage, and landscaping located southeast of the intersection of County Road 64 and Friendship Road. He stated a waiver to the wetland buffer requirement is no longer necessary because no permanent structures will be constructed in the wetland area, but the stormwater detention pond will require a modification to the twenty-five foot setback.

Chairwoman asked about staff comments. Mr. Newman stated that his comments were mainly about ADA requirements.

Mr. Spriggs stated the delineation provided is incorrect.

The City of Daphne
Planning Commission Minutes
Regular Meeting of January 27, 2022
Council Chamber, City Hall - 5:00 P.M.

Mr. Asarisi stated there are no permanent structures in the wetland buffer. He stated it is a grassed area within a fence that encompasses the building.

Chairwoman asked for Commission questions or comments and about restricting structures in the wetlands. Ms. Jones advised that the Commission could grant approval conditioned upon prohibiting permanent structures in the wetlands and that would be enforceable by Code Enforcement.

Mr. Tim White commented this ditch may have wetland qualities and could be jurisdictional, but Corps of Engineer approval will be required for the installation of the sidewalk.

Chairwoman clarified that action is necessary on the modification to the wetland buffer requirement and setback requirement for the stormwater detention pond and approval of the site plan.

Chairwoman asked for Commission questions or comments and for a motion.

A Motion was made by Mr. Prescott Seconded by Mr. Olen to approve KinderKids detention basin setback modification. There was no discussion on the motion. The Motion carried unanimously.

A Motion was made by Mr. Olen and Seconded by Mr. Prescott to grant limited approval to modify the wetland buffer for the purpose of constructing a sidewalk and for the grading in connection with the installation of the sidewalk.

During discussion, Mr. Peterson expressed his concerns about the encroachment into the wetlands during the construction of the parking lot.

An Amendment to the main Motion was made by Mr. Olen and Seconded by Mr. Peterson to grant limited approval to modify the wetland buffer for the purpose of grading in connection with the parking lot.

The Chair called for a vote on the motion to amend. There was no discussion on the motion. The Motion to amend carried unanimously.

The Chair called for a vote on the motion as amended to grant limited approval to modify the wetland buffer for the purpose of constructing a sidewalk and for the grading in connection with the installation of the sidewalk and parking lot. There was no further discussion on the motion. The Motion carried unanimously.

A Motion was made by Mr. Peterson and Seconded by Mr. Manning to approve KinderKids site plan. There was no discussion on the motion. The Motion carried unanimously.

The next order of business is site plan review for Stone of the South.

**The City of Daphne
Planning Commission Minutes
Regular Meeting of January 27, 2022
Council Chamber, City Hall - 5:00 P.M.**

An introductory presentation was given by Chris Lieb of Lieb Engineering requesting site plan review of a landscape supply business with associated drainage, parking and landscaping located northwest of Stanton Road and Stanton Road South.

Chairwoman asked about staff comments. Mr. Newman responded his comments were mainly about ADA requirements.

Chairwoman asked for Commission questions or comments.

Mr. Prescott asked about the location of the perimeter sidewalk. Mr. Newman stated that the sidewalk is required to be on public property to preserve right-of-way for transportation improvements.

A Motion was made by Mr. Prescott and **Seconded** by Mr. Spriggs **to approve Stone of the South site plan. There was no discussion on the motion. The Motion carried unanimously.**

The next order of business is site plan review for Blueprint Performance.

An introductory presentation was given by David Shumer of Barton & Shumer Engineering requesting site plan review of an athletic training facility with associated athletic fields, parking, drainage, and landscaping located southeast of the intersection of County Road 64 and Friendship Road. He stated Mr. Newman's comments were about ADA requirements and the parking lot.

Chairwoman asked for Commission questions, comments and a motion.

A Motion was made by Mr. Olen and **Seconded** by Mr. Manning **to approve Blueprint Performance site plan. There was no discussion on the motion. The Motion carried. Mr. White abstained.**

The next order of business is a rezoning request for Great Magnolia Properties, L.L.C. and the Stanard Family Partnership.

An introductory presentation was given by Chad Rome of U-Haul Company of Alabama of a request to rezone a four point one-three acre parcel from B-1, Local Business, to B-2, General Business, located southeast of Whispering Pines and U.S. Highway 98 for a storage facility and U-Haul rental center. To address concerns expressed at the prior meeting, an open space conservation easement that would protect the area of concern in perpetuity has been presented for consideration.

Chairwoman stated that staff had recommended B-2(a) zoning, but truck rental isn't permitted.

Mr. Dungan clarified that the Table of Permitted Uses does not have a specific category for leasing vehicles in B-2(a) or B-2, but there is reference to the NAICS code to find similar principal and incidental uses.

Mr. Olen enumerated opposition to rezoning this property to B-2 for a storage and rental facility adjacent to the ten residential homes and the civic center. He stated that the property should remain B-1.

The City of Daphne
Planning Commission Minutes
Regular Meeting of January 27, 2022
Council Chamber, City Hall - 5:00 P.M.

Mr. Spriggs commented that a commercial district should not be regulated as to generate revenue and employment opportunities for our community, and the open space conservation easement presented appears sufficient to protect the adjacent residential neighborhood.

Chairwoman opened the floor to public participation.

Michael Reinhart, 2606 and 2608 Old Spanish Trail, spoke in favor of the rezoning and asked about the buffer zone proposed between this property and residents of Old Spanish Trail. He expressed concerns about noise and traffic.

Chairwoman stated the open space conservation easement is thirty-feet; the buffer zone shown is fifty-foot and the nearest structure is sixty-eight feet from the property line.

Marvin Ussery, 6475 War Eagle Drive, and representative of Great Magnolia Properties, L.L.C. and the Stanard Family Partnership spoke in favor of the rezoning and read into the record correspondence from the owners.

Chairwoman closed public participation.

During rebuttal, Mr. Rome stated U-Haul is willing to extend the buffer and create the open space conservation easement to protect residential development along Old Spanish Trail.

Ms. Jones advised of B-2(a) uses permissible in the Land Use and Development Ordinance. She stated that the Council has previously approved rezoning to a B-2(a) district adjacent to a residential neighborhood for additional protection.

Chairwoman closed public participation and asked for a motion.

A Motion was made by Mr. Spriggs and Seconded by Mr. Peterson to set forth a favorable recommendation to City Council, conditioned upon the recording of a conservation easement along Old Spanish Trail. There was no discussion on the motion. The Motion carried. Mr. Olen and Ms. Bergin dissented.

Mr. White was excused @ 6:09 p.m.

The next order of business is public participation.

Chairwoman asked for public participation.

Al Guarisco presented traffic concerns and a request for the city to consider the extension of Johnson Road.

The next order of business is the attorney's report.

Mr. Dungan stated no report.

The next order of business is commissioner's comments.

None presented.

**The City of Daphne
Planning Commission Minutes
Regular Meeting of January 27, 2022
Council Chamber, City Hall - 5:00 P.M.**

The next order of business is director's comments.

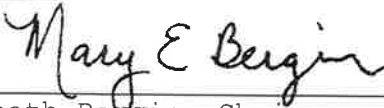
Director presented the upcoming meeting dates. Site Preview is February 16, and the Regular Meeting is February 24, 2022. She advised that the Orion Planning + Design is hosting Planning Week in March and updates are to be provided.

There being no further business, the meeting was adjourned at 6:15 p.m.

Respectfully submitted by:


Jan Vallecillo, Planning Coordinator

Approved: February 24, 2022


Marybeth Bergh, Chairwoman

CITY OF DAPHNE
PLANNING COMMISSION AGENDA
REGULAR MEETING OF FEBRUARY 24, 2022
COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.

Report

-
1. **CALL TO ORDER:** 5:04 p.m.
2. **CALL OF ROLL:** Marybeth Bergin, Kevin Spriggs, Ronnie Huskey, Steve Olen, Andrew Prescott and Mayor Robin LeJeune
3. **APPROVAL OF MINUTES:**
Review of minutes of the regular meeting of January 27, 2022 (**Approved**)
4. **OLD BUSINESS:**
- A. **SITE PLAN REVIEW:**
1. File SP21-10: (**Approved with contingency as follows: final review and approval of revised engineering drawings by the City Engineer**)
- Site: The Noble at Daphne
- Zoning: *R-7(A), Apartments, GC, Golf Course and B-2(A) General Business Alternate*
- Location: Southwest of the intersection of County Road 13 and U.S. Highway 90
- Area: 29.05 Acres $\pm$
- Owner: Noble VII, L.L.C.
- Developer: Adcock Properties - John Adcock, Manager
- Agent: Wooten Engineering - Jason Wooten
- Engineer: Wooten Engineering - Jason Wooten
5. **NEW BUSINESS:**
- A. **FINAL PLAT REVIEW:**
1. File SDF22-01: (**Approved as presented**)
- Subdivision: Saint Augustine, Phase Four
- Zoning: *RSF-2, Single Family District, Baldwin County District 15*
- Location: Northeast of County Road 64 on Rigsby Road
- Area: 16.80 Acres $\pm$, (25) lots
- Owner: D.R. Horton, Inc. - Mark Schlauder
- Agent: Dewberry - Melissa Currie
- Engineer: Dewberry - Justin Britt
- B. **REQUEST FOR PLANNING COMMISSION APPROVAL:**
1. AP22-01: (**Tabled until March 24, 2022 Regular Meeting per Applicant's Request**)
- Presentation by Jeff Green, Atwell, L.L.C., Senior Project Coordinator, agent for Costorde, L.L.C., requests Planning Commission Approval of a convenience store/gas station to be located at the northeast of the corner of County Road 13 and Lawson Road/Champions Way intersection. The subject property is 3.5+/- acres and zoned B-2(A), General Business Alternate. Said property is under contract between Norris E. Watson (the Seller) and Costorde, L.L.C. (the Purchaser).

CITY OF DAPHNE
PLANNING COMMISSION AGENDA
REGULAR MEETING OF FEBRUARY 24, 2022
COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.

Report

C. PRELIMINARY PLAT REVIEW:

1. File SDP22-01: (Approved)

Subdivision: Jubilee Farms, Phase Twelve

Zoning: *PUD, Planned Unit Development*

Location: Southeast of Alabama Highway 181 and Secretariat Boulevard

Area: 36.97 ± Acres, (74) lots

Owner: Forestar "USA" Real Estate Group, Inc. - Steve Harbin

Agent: Dewberry - Melissa Currie or Al Finley

Surveyor: Dewberry - Victor Germain

Engineer: Dewberry - Jason Estes

**D. THE RESERVE AT DAPHNE SUBDIVISION, PHASES TWO AND THREE
PRELIMINARY PLAT REVIEW:**

1. THE RESERVE OF DAPHNE SUBDIVISION, PHASE TWO:

**A. Request for modification to buffer requirement for the wetland area of Lots 113.
(Approved contingent upon providing the appropriate BMP's)**

B. File SDP22-02: (Approved)

Subdivision: The Reserve at Daphne, Phase Two

Zoning: *R-6(G), Garden or Patio Home & R-2, Medium Density Single Family*

Location: North of the intersection of County Road 64 and Montelucia Way

Area: 73.31 Acres ±, (134) lots

Owner: 68V Reserve at Daphne 2021, L.L.C.

Developer: 68V Pay Dirt, L.L.C. - Andrew Dolan

Agent: Dewberry - Melissa Currie or Al Finley

Surveyor: Dewberry - Victor Germain

Engineer: Dewberry - Andy Bobe

2. File SDP22-03: (Approved)

Subdivision: The Reserve at Daphne, Phase Three

Zoning: *R-6(G), Garden or Patio Home*

Location: North of the intersection of County Road 64 and Montelucia Way

Area: 36.39 Acres ±, (88) lots

Owner: 68V Reserve at Daphne 2021, L.L.C.

Developer: 68V Pay Dirt, L.L.C. - Andrew Dolan

Agent: Dewberry - Melissa Currie or Al Finley

Surveyor: Dewberry - Victor Germain

Engineer: Dewberry - Justin Britt

E. HOPE VINEYARD MASTER PLAN, PRE-ZONING AMENDMENT AND ANNEXATION:

1. File MPR22-01: (Approved)

Presentation to be given by Melissa Currie, representative of Dewberry, requesting master plan review of Hope Vineyard.

CITY OF DAPHNE
PLANNING COMMISSION AGENDA
REGULAR MEETING OF FEBRUARY 24, 2022
COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.

Report

2. File PZA22-01: (Favorable recommendation to City Council)

Applicant: Red Barn, L.L.C.

Present Zoning: *RA, Rural Agricultural, Professional Business, Baldwin County District 15, in the Extraterritorial Planning Jurisdiction of Daphne*

Proposed Zoning: *R-6(G), Garden or Patio Home*

Area: 108.30 Acres $\pm$

Location: East of County Road 13

Owner: Red Barn, L.L.C. - Julio Corte

Agent: Dewberry - Melissa Currie

3. ANX22-01: (Favorable recommendation to City Council)

A presentation to be given by Melissa Currie, representative of Dewberry, requesting annexation of one hundred and eight point three zero acres owned by Red Barn, L.L.C. located east of County Road 13. The subject property is currently zoned RA, Rural Agricultural Business, Baldwin County District 15, in the Extraterritorial Planning Jurisdiction of Daphne.

6. PUBLIC PARTICIPATION: None presented

7. ATTORNEY'S REPORT: Happy Mardi Gras!

8. COMMISSIONER'S COMMENTS: None presented

9. DIRECTOR'S COMMENTS: Director presented the upcoming meeting dates. Site Preview is March 16, and the Regular Meeting is March 24, 2022. She advised that the Orion Planning + Design is hosting Planning Week in March; provided flyers for review. She thanked Mayor LeJeune for his presence at the meeting, and Mr. Prescott for his initiative taken during the meeting.

10. ADJOURNMENT: 5:35 p.m.

Accepted by:

Chairman, Daphne Utilities



APPROVED MINUTES

Utilities Board Meeting

Council Chambers, Daphne City Hall ♦ January 26, 2022 ♦ 5:00 p.m.

I. Call to Order

The regular January 2022 Board meeting for the Utilities Board of the City of Daphne was held on January 26, 2022, in the Council Chambers at Daphne City Hall and called to order at 5:01 p.m. by Vice Chairman Tim Patton, followed by the Roll Call:

II. Roll Call

Members Present:

Tim Patton, Vice Chairman
Billy Mayhand, Secretary/Treasurer
Councilman Joel Coleman, Board Member
Mayor Robin LeJeune, Board Member

Members Absent:

Selena Vaughn, Chairwoman

Others Present:

Jerry Speegle – Board Attorney
Scott Polk – General Manager
Bobby Purvis – Operations Manager
Rebecca Williamson – Accounting Assistant
Drew Klumpp – Administrative Services Manager
Lori Wilson – Executive Assistant

Others Absent:

Teresa Logiotatos – Finance Manager
Samantha Coppels – Communications Manager

III. Pledge of Allegiance

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

IV. Approval of Minutes

A. Utilities Board Meeting Minutes December 1, 2021

The Vice Chairman requested any additions, corrections, or deletions for the submitted minutes of the December 1, 2021, Daphne Utilities Board meeting.

With no additions, deletions, or corrections, the Vice Chairman declared that the submitted December 1st minutes would stand approved as submitted.

V. OLD BUSINESS – No Old Business

VI. NEW BUSINESS –

- A. Recommendation for Approval of:** Requisition R011422SCADA for purchase of Lift Stations SCADA upgrades from: ACS Automation Control Service in the amount of \$186,000.00 (Board Action: MOTION)

Mr. Scott Polk advised that this was part of the 5G upgrade taking place country-wide for our older lift stations' controllers and radios to be able to communicate with SCADA.

MOTION by Mayor Robin LeJeune to approve Requisition R011422SCADA for purchase of Lift Stations SCADA upgrades from ACS Automation Control Service in the amount of \$186,000.00; Motion was Seconded by Billy Mayhand.

AYE: Coleman, LeJeune, Mayhand, Patton NAY: ABSENT: Vaughn ABSTAIN: **MOTION CARRIED**

- B. Recommendation for Bid Award –** for Generators for Water Quality Department to: Taylor Power Systems in the amount of \$118,245.00 (Board Action: MOTION)

Daphne Utilities' Buyer, Marinda Turner, explained to the Board that the low bidder was not selected because the recommended bidder's lead time was half that of the lowest bidder; she advised that the lead time would be taken into consideration and was stated as such in the bid specifications. She remarked that given this market and to avoid discouraging bidders that was is no guarantee nor would there be any type of penalty for not meeting the lead time.

MOTION by Billy Mayhand to approve (RFB 21-12) for purchase of 3 Generators for Water Quality Department from Taylor Power Systems in the amount of \$118,245.00; Motion was Seconded by Councilman Joel Coleman.

AYE: Coleman, LeJeune, Mayhand, Patton NAY: ABSENT: Vaughn ABSTAIN: **MOTION CARRIED**

- C. Recommendation for Bid Award –** (GMC Project #CMOB210047) for Old Towne Raw Water Conversion to: W.R. Mitchell Contractor, Inc., in the amount of \$125,288.00 (Board Action: MOTION)

GMC's Robbie Strom informed the Board of the project and bid process, noting one bid was received.

MOTION by Mayor Robin LeJeune to award (GMC Project No. CMOB210047) the Old Towne Raw Water Conversion SRF FS0100098-02 to W.R. Mitchell Contractor Inc. in the amount of \$125,288.00; Motion was Seconded by Billy Mayhand.

AYE: Coleman, LeJeune, Mayhand, Patton NAY: ABSENT: Vaughn ABSTAIN: **MOTION CARRIED**

D. Recommendation for Bid Award – (GMC Project #CMOB210048) for Groundwater Production Well #15 to: J&P Construction Co., Inc. in the amount of \$1,191,000.00 (Board Action: MOTION)

GMC's Robbie Strom explained to the Board that one bid was received for this project and answered question regarding the project from Board members.

MOTION by Mayor Robin LeJeune to Award the (GMC Project #CMOB210048) for Groundwater Production Well #15 to J&P Construction Co., Inc. in the amount of \$1,191,000.00; Motion was Seconded by Councilman Joel Coleman.

AYE: Coleman, LeJeune, Mayhand, Patton **NAY:** **ABSENT:** Vaughn **ABSTAIN:** **MOTION CARRIED**

VII. BOARD ATTORNEY'S REPORT

Mr. Speegle had no new or remaining matters to report but offered to answer any questions the Board may have.

VIII. FINANCIAL REPORT

Accounting Assistant Rebecca Williamson highlighted for the Board the yearly revenue, expenses, the total net income and explained how to identify refunds in the check history report.

IX. GENERAL MANAGER'S REPORT

A. GM Report

General Manager Scott Polk reviewed and updated for the Board the Project Updates consisting of the I-10/US90 Sewer Line, the new production water well at Diamante, the WRF tertiary filter and enhanced UV projects, the WRF grit removal system upgrade, the 4th Street sewer expansion and the Stanton Road tank rehab; the Areas of Focus involving a utility rate study and the frequent lines cut problems resulting from contractors installing new lines in throughout our area; and Items of Note encompassing the employees annual review process, submission of SRF funding pre-application and agreement with Grant Management to assist and locate this and additional applicable grants.

B. Operations Report

Mr. Purvis briefly spoke about the smooth process with Stanton Road tank project.

C. Engineering & Consulting Reports

Mrs. Melinda Immel with Volkert reported about previous Board actions taken by authorizing the General Manager to approve the SRF pre-application while not committing the Utility to take out a loan but simply acknowledgement of the Boards' awareness of the application submission. She requested a similar Motion from the Board members.

MOTION by Mayor Robin LeJeune to approve (the General Manager to sign) the submittal of the pre-application for the SRF loans; Motion was Seconded by Councilman Joel Coleman.

AYE: Coleman, LeJeune, Mayhand, Patton

NAY:

ABSENT: Vaughn

ABSTAIN:

MOTION CARRIED

Mr. Robbie Strom with GMC had nothing further to add to the submitted report.

X. BOARD ACTION – Previously addressed.

XI. PUBLIC PARTICIPATION –

With no participants, Vice Chairman Patton opened and closed Public Participation at 5:24pm.

XII. EXECUTIVE SESSION –

Vice Chairman Patton announced that the Board would adjourn into Executive Session to discuss the General Manager Performance Review for approximately 15 minutes; Board Attorney Jerry Speegle confirmed this as an appropriate justification for Executive Session.

The Vice Chairman recommended addressing any Board Comments before adjourning to Executive Session.

XIII. BOARD COMMENTS –

Mayor LeJeune requested for the next Board meeting to discuss various ways to promote our gas to customers.

Councilman Joel Coleman also questioned the Fairhope gas footprint in the Daphne city limits to which Mr. Bobby Purvis and Jerry Speegle gave a brief historical explanation.

The Board adjourned at 5:38pm for Executive Session.

The Vice Chairman called the meeting to order returning from Executive Session at 6:14pm.

MOTION by Mayor Robin LeJeune for approval of 3% merit increase for the General Manager's salary; Motion was Seconded by Billy Mayhand.

AYE: Coleman, LeJeune, Mayhand, Patton

NAY:

ABSENT: Vaughn

ABSTAIN:

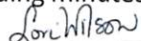
MOTION CARRIED

XIV. ADJOURNMENT

With no further discussions, the Vice Chairman called for adjournment at 6:15pm.

The meeting adjourned at 6:15pm.

Preceding minutes submitted to the Daphne Utilities Board by:



Lori Wilson, Executive Assistant, Daphne Utilities



City of Daphne

Event Permit Application

Date of Application: 2/16/22 Permit Requested: ☒ Event/Fundraiser ☒ Parade/Run ☒ Band

Contact Information

Organization Name: Baller Dream Foundation ("Ballin on Belrose")
Contact Name: Nathan Cox E-mail Address: NCOX@68ventures.com
Address: 101 Belrose Ave Daphne, AL 36526
Primary Phone Number: (251) 421-0875 Secondary: (251) 625-1198

Event Information

Event Name: Ballin on Belrose Event Date: 5/14/22
Event Location: Belrose Ave # Participants/Vehicles: TBD
Start Time: 9:00 Stop Time: 12:00 Assembly Time: 8:00-1:00
Special Requests: To close one side of Belrose Ave until noon on May 14th.
Plan is to allow people to "gather" at the Road Closures Requested: ☒ Yes ☐ No

Special Instructions: Stop of Belrose from 11:00-1:00 to listen to live music, visit, eat and cheer on finishers. Will work with the City in any manner necessary as logistics come together.

Approval: Internal Use Only

Date Routed: 2-16-2022
Fire Dept: [Signature]
Police Dept: [Signature]
Public Works: [Signature]
Parks & Recreation: [Signature]

For Special Event/Band Permits:

Council Member: _____
District # _____ Signature _____

For Parade/Run Permits & Use of City Grounds:

City Council: _____
Date of Approval _____

Parade/Run Permits ONLY

☐ Fee Paid: \$ _____ ☐ N/A ☐ Waived

☐ Insurance Filed ☐ N/A

Route Selection: ☐ 1 ☐ 2 ☐ 3 ☐ 4



City of Daphne Event Permit Application

Date of Application: 2-21-22 Permit Requested: ☐ Event/Fundraiser ☐ Parade/Run ☐ Band

Contact Information

Organization Name: Manci's Antique Club
Contact Name: 1715 Main Street E-mail Address: on Facebook
Address: Daphne, AL 36526
Street / P.O. Box City/State/Zip Code
Primary Phone Number: _____ Secondary: _____

Event Information

Event Name: St. Patrick's Event Date: 12 March 22
Event Location: Manci's Antique Club
1715 Main Street # Participants/Vehicles: _____
Start Time: Daphne, AL 36526 Assembly Time: _____
Stop Time: _____
Special Requests: close street from 5-10
Road Closures Requested: ☒ Yes ☐ No

Special Instructions

N/A - 2 P.D. on duty

Approval: Internal Use Only

Date Routed: 2-23-22
Fire Dept: [Signature]
Police Dept: David B. Carpenter II
Public Works: [Signature]
Parks & Recreation: [Signature]
Only required if event interrupts traffic near Daphne parks

For Special Event/Band Permits:

Council Member: _____
District # Signature

For Parade/Run Permits & Use of City Grounds:

City Council: _____
Date of Approval

Parade/Run Permits ONLY

☐ Fee Paid: \$ _____ ☐ N/A ☐ Waived

☐ Insurance Filed ☐ N/A

Route Selection: ☐ 1 ☐ 2 ☐ 3 ☐ 4



City of Daphne Event Permit Application

Date of Application: 2-16-2022 Permit Requested: ☒ Event/Fundraiser ☐ Parade/Run ☐ Band

Contact Information

Organization Name: DRA - Farmers Market
Contact Name: Shawn Mitchell E-mail Address: geomama1@gmail.com
Address: 120 Durnford Hill Ct, Daphne AL 36526
Primary Phone Number: (251) 442-7713 Secondary: —

Event Information

Event Name: Farmers Market Event Date: 4-22-2022
Event Location: Lott Park # Participants/Vehicles: 15-20
Start Time: 2 PM Stop Time: 6:30 PM Assembly Time: 3-6 PM
Special Requests: Other dates (Fridays) 4-29, 5-6, 5-13, 5-20, 5-27, 6-3, 6-10, 6-17
Need barricades (4) to block parking area for tents Road Closures Requested: ☐ Yes ☒ No
Parking lot by pickle ball courts

Special Instructions

Approval: Internal Use Only

Date Routed: 2-28-2022

Fire Dept: [Signature]

Police Dept: David B. Carpenter II

Public Works: [Signature]

Parks & Recreation: [Signature]

Only required if event interrupts traffic near Daphne parks

For Special Event/Band Permits:

City Clerk: [Signature]

For Parade/Run Permits & Use of City Grounds:

City Council: —

Date of Approval

☐ Use of Alcohol

☐ Fee Paid: \$ — ☐ N/A ☐ Waived

☐ Insurance Filed ☐ N/A

Route Selection: ☐ 1 ☐ 2 ☐ 3 ☐ 4

Parade/Run Permits ONLY



**COMMUNITY DEVELOPMENT
INTERNAL MEMORANDUM**

DATE: February 28, 2022
TO: Office of the City Clerk *Adj*
FROM: Adrienne Jones, AICP, Director of Community Development
SUBJECT: Red Barn, L.L.C. Pre-Zoning Amendment

PRESENT ZONING: RA, Rural Agricultural, Baldwin County District 15, in the Extraterritorial Planning Jurisdiction

PROPOSED PRE-ZONING: R-6(G), Garden or Patio Home

LOCATION: East of County Road 13

RECOMMENDATION: At the February 24, 2022 regular meeting of the City of Daphne Planning Commission, six members were present, and the motion carried unanimously for a favorable recommendation for the above captioned zoning amendment.

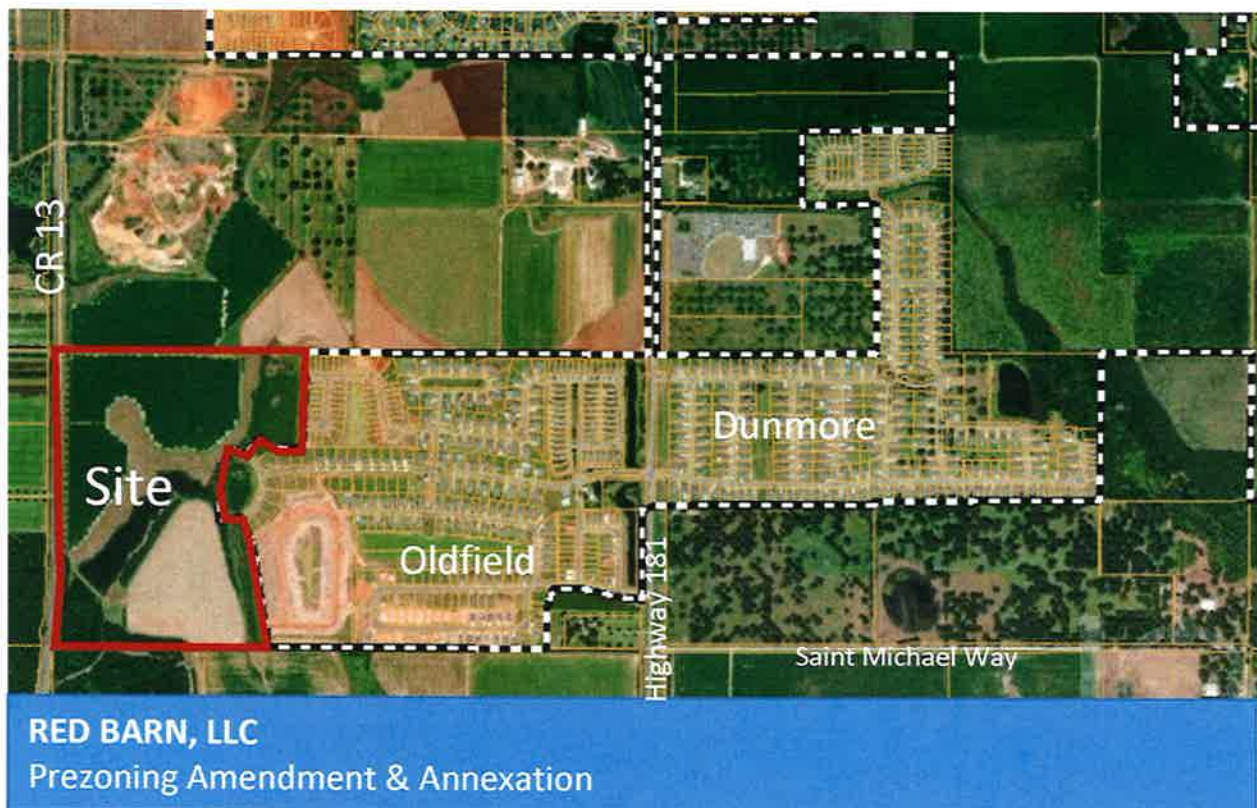
Attached please find the appropriate documentation and action of the Daphne Planning Commission.

Upon receipt of said documentation, please prepare an ordinance for placement on the City Council agenda to set a public hearing.

Thank you,
ADJ/jv

1. Community Development Report and Supplemental Documents
2. Pre-zoning Application
3. Legal Description (Exhibit A)
4. Boundary Survey (Exhibit B)
5. Adjacent Property Owners List

RED BARN, LLC PREZONING AMENDMENT REQUEST



Zoning Classification:

Baldwin County – RA, Rural Agricultural (ETJ)

Surrounding Zonings/Uses:

- **North**— RA, Rural Agricultural (ETJ)
- **South**— RA, Rural Agricultural (ETJ)
- **West**— RA, Rural Agricultural (ETJ)
- **East** — R-6(G), R-2, R-6(G)/Residential

Existing Utility Service Providers: Belforest Water, Riviera Utilities, AT&T, Fairhope Gas

Affected City Service Providers: Fire Station 5, Police Beat 1

Staff Recommendation to PC: Favorable recommendation to City Council.

Proposed Zoning:

R-6(G), Garden or Patio Home

Development Concept:

Garden/Patio Home Development

Council District:

4

Existing Conditions:

108.30 ac

Planning Commission

Favorable

The Comprehensive Plan

The comprehensive plan's overarching policy regarding land development encourages harmony and compatibility. The following are some Land Use Goals and Objectives from the Plan.

Goal: Provide a land use plan for the City of Daphne, which supports the City's economic development, housing, transportation, and open space, recreation and education goals in a manner that maintains and promotes Daphne's unique image and quality of life. Objective: Encourage development of sound and cohesive residential areas which meet the housing needs of current and potential residents.

Goal: Grow sensibly by anticipating land use needs. Objective: Promote and manage growth on undeveloped lands in a manner that will be compatible with, and complementary to, existing adjacent developed properties. Objective: Encourage planned unit developments which are beneficial to residents and which creatively take advantage of available properties that otherwise would not be developed. Objective: Protect and preserve the character of Daphne through review of new developments, the encouragement of growth that enhances the community spirit, and through aesthetic considerations. Objective: Integrate recreational resources with residential neighborhoods to insure that all portions of Daphne's population have convenient access to parks and open space. Promote clustered commercial development in defined areas.

PROPOSAL:

The applicant proposes to pre-zone the subject property to R-6(G), Garden or Patio Home in order to develop a single family residential subdivision (see proposed master plan). There is one zoning designation proposed and four minimum lot sizes designed within the residential development. Traffic calming measures and amenities have been included in the design.

The proposed development is consistent with the Goals and Objectives noted in the Comprehensive Plan as stated above. Therefore staff recommends the Planning Commission approve the proposed master plan (subject to addition of stub streets to the north and south), submit a favorable recommendation to City Council to pre-zone the site to R-6(G) and annex the land into the corporate limits.

COMMUNITY DEVELOPMENT



SUBJECT: Hope Vineyard Master Plan Review

RECOMMENDATION: Favorable

- The applicant proposes to create a master plan for a single family subdivision that would connect to existing stub streets on the west side of Oldfield Subdivision. The site is located between County Road 13 and Highway 181.
- All proposed lots would be zoned R-6(G) but designed to meet higher standards than required. There are 4 lot standards proposed (see details below).
- The site layout is such that the lots would be consistent with the existing adjoining lot sizes; protects wetlands and environmentally sensitive areas; provides for future connectivity to the north and south; road design is curvilinear and includes traffic calming measures as well as amenity areas.

DEVELOPMENT SUMMARY:

PROPOSED USE = SINGLE FAMILY RES.

LOT SUMMARY: = 236 LOTS TOTAL
SMALLEST LOT = 6,678 SF (LOT 217)
LARGEST LOT = 20,364 SF (LOT 29)
MIN. WIDTH = 52'
GROSS DENSITY = 2.18 DU/AC
WETLANDS = 14.71 AC (13.6%)
OPEN SPACE = 39.36 AC (36.3%)

TOTAL ROADS = 11,536 LF
PAVEMENT = 22' + 2.5' CURBS
SIDEWALKS = 5' BOTH SIDES

PROP. ZONING = R-6(G)
CITY OF DAPHNE

BULK STANDARDS:

LOTS: (ZONE R-6(G))
MINIMUM AREA = 5,000 SF
MIN. WIDTH = 50'
MAX. DENSITY = 8 DU/AC

LOT DISTRIBUTION:

LOT SIZE	NORTH	SOUTH	TOTAL / MIX
52'	27	4	31 (13.1%)
60'	85	37	122 (51.7%)
70'	40	15	55 (23.3%)
90'	11	17	28 (11.9%)
TOTAL	163	73	236 (100%)

Hope Vineyard

Daphne, Alabama



CONCEPTUAL MASTER PLAN

02.23.2022



Dewberry

2555 Friendship Road Daphne, AL 36526
251-490-9650 Fax 251-529-8315



APPLICATION FOR REZONING OR PRE-ZONING

Office use only: Rev. 072816	Date Submitted <u>December 28, 21</u>
Application Number: ZA- or PZA- <u>22-01</u>	Planning Commission Public <u>Applicant Requested</u> Hearing Date: <u>02/24/22</u>

Legibly print or type responses below. Indicate N/A or an "X" where item is not applicable.

SITE DATA

Site Location (Address or General Proximity to Nearest Intersection): <u>East side of C.R. 13, west of Shadowridge Drive</u>		PPIN#(s): <u>008624</u> <u>05-43-08-34-0-000-002.000</u>
Gross Site Area (acreage): <u>108.30</u>	Requested Zoning or Pre-Zoning: <u>R-6(G)</u>	
Current Zoning Designation(s): <u>County Planning District 15, Zone RA</u>	Amended Request: Initials: Date:	
Current Land Use: <u>Vacant</u>	Anticipated Land Use: <u>Single Family Residential</u>	
Provide Legal Description (if necessary attach separate page entitled "Legal Description for [Name of Applicant]": <u>Attached</u>		

Specify other recently approved or pending requests related to the subject property. Circle the answer(s).

☒ **Annexation** ☐ Subdivision ☐ Site Plan ☐ Special Exception ☐ Variance ☒ **Specify Other** PREZONING ☐ Master Plan

APPLICANT & AGENT INFORMATION

<i>*If an LLC or LLP or Corporation, provide name and signature of Registered Member or Agent and provide a copy of Articles of Incorporation.</i>		
Name of Current Owner: <u>Red Barn LLC</u>		<u>251-402-9891</u>
Mailing Address: <u>24311 St. Highway 181, Daphne, AL 36526</u>		Phone/Fax: <u>-</u> E-mail: <u>jay@easternshoreag.com</u>
Name of Authorized Agent: <u>Melissa A. Currie / Dewberry Engineers</u>		
Mailing Address: <u>25353 Friendship Road, Daphne, AL 36526</u>		Phone/Fax: <u>251-929-9809</u> E-mail: <u>mcurrie@dewberry.com</u>
Name of Developer*: <u>Maronda Homes</u>		Phone/Fax: <u>863-990-8729</u> E-mail: <u>stephensc@maronda.com</u>
Other:		Phone/Fax: E-mail:

I, the applicant, certify that all of the above facts are true and correct to the best of my knowledge. I hereby agree to allow the City of Daphne to post a sign on the subject property notifying the general public of this request.

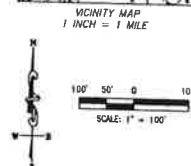
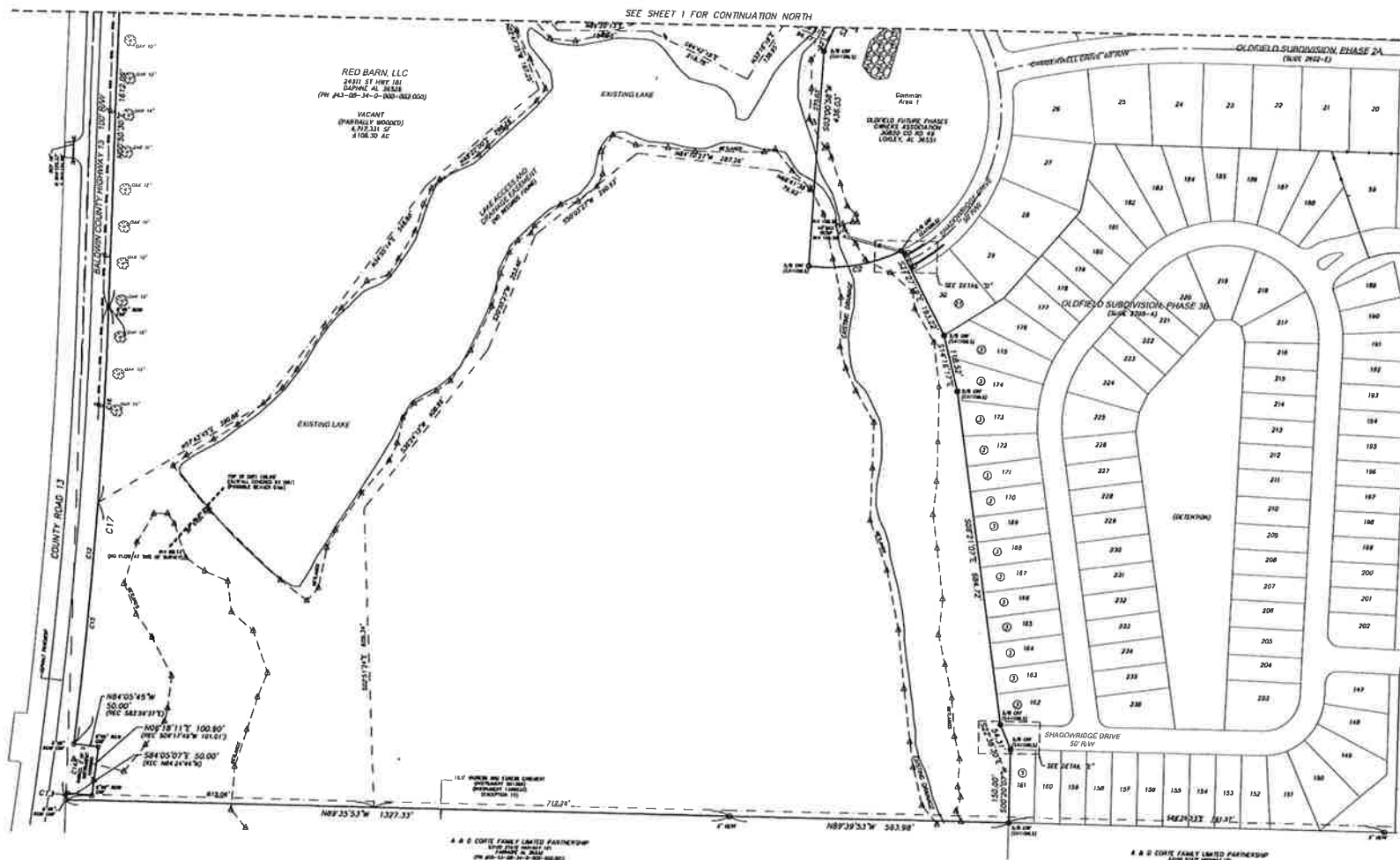
Applicant's Signature: <u>[Signature]</u>	Date: <u>12-7-21</u>
Agent's Signature: <u>Melissa A. Currie</u>	Date: <u>12-7-21</u>

EXHIBIT "A"

LEGAL DESCRIPTION: HOPE VINEYARD

BEGIN AT THE NORTHWEST CORNER OF OLDFIELD PHASE 4 AMENDED SUBDIVISION, AS SHOWN BY A MAP OR PLAT THEREOF RECORDED AT SLIDE 2676-E, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 00 DEGREES 28 MINUTES 58 SECONDS WEST, A DISTANCE OF 165.81 FEET; THENCE RUN SOUTH 25 DEGREES 30 MINUTES 37 SECONDS EAST, A DISTANCE OF 55.63 FEET; THENCE RUN SOUTH 05 DEGREES 03 MINUTES 10 SECONDS WEST, A DISTANCE OF 409.52 FEET; THENCE RUN SOUTH 14 DEGREES 34 MINUTES 32 SECONDS EAST, A DISTANCE OF 51.82 FEET; THENCE RUN SOUTH 00 DEGREES 39 MINUTES 04 SECONDS WEST, A DISTANCE OF 150.02 FEET; THENCE RUN SOUTH 85 DEGREES 09 MINUTES 22 SECONDS WEST, A DISTANCE OF 287.00 FEET; THENCE RUN NORTH 48 DEGREES 09 MINUTES 19 SECONDS WEST, A DISTANCE OF 154.04 FEET; THENCE RUN SOUTH 37 DEGREES 36 MINUTES 42 SECONDS WEST, A DISTANCE OF 203.37 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 322.00 FEET, AN ARC LENGTH OF 141.91 FEET, (CHORD BEARS NORTH 65 DEGREES 00 MINUTES 51 SECONDS WEST, A DISTANCE OF 140.77 FEET); THENCE RUN SOUTH 22 DEGREES 05 MINUTES 33 SECONDS WEST, A DISTANCE OF 215.00 FEET; THENCE RUN SOUTH 03 DEGREES 00 MINUTES 58 SECONDS WEST, A DISTANCE OF 436.03 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 322.00 FEET, AN ARC LENGTH OF 190.90 FEET, (CHORD BEARS NORTH 79 DEGREES 14 MINUTES 03 SECONDS EAST, A DISTANCE OF 188.12 FEET); THENCE RUN SOUTH 27 DEGREES 27 MINUTES 19 SECONDS EAST, A DISTANCE OF 193.22 FEET; THENCE RUN SOUTH 14 DEGREES 16 MINUTES 17 SECONDS EAST, A DISTANCE OF 118.52 FEET; THENCE RUN SOUTH 08 DEGREES 21 MINUTES 07 SECONDS EAST, A DISTANCE OF 684.72 FEET; THENCE RUN SOUTH 22 DEGREES 38 MINUTES 30 SECONDS EAST, A DISTANCE OF 54.31 FEET; THENCE RUN SOUTH 00 DEGREES 20 MINUTES 07 SECONDS WEST, A DISTANCE OF 150.00 FEET; THENCE RUN NORTH 89 DEGREES 39 MINUTES 53 SECONDS WEST, A DISTANCE OF 563.98 FEET; THENCE RUN NORTH 89 DEGREES 35 MINUTES 53 SECONDS WEST, A DISTANCE OF 1327.33 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 9905.51 FEET, AN ARC LENGTH OF 14.50 FEET, (CHORD BEARS NORTH 06 DEGREES 38 MINUTES 12 SECONDS EAST, A DISTANCE OF 14.50 FEET); THENCE RUN SOUTH 84 DEGREES 05 MINUTES 07 SECONDS EAST, A DISTANCE OF 50.00 FEET; THENCE RUN NORTH 06 DEGREES 18 MINUTES 11 SECONDS EAST, A DISTANCE OF 100.90 FEET; THENCE RUN NORTH 84 DEGREES 05 MINUTES 45 SECONDS WEST, A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 9905.51 FEET, AN ARC LENGTH OF 893.49 FEET, (CHORD BEARS NORTH 03 DEGREES 25 MINUTES 38 SECONDS EAST, A DISTANCE OF 893.19 FEET); THENCE RUN NORTH 00 DEGREES 50 MINUTES 30 SECONDS EAST, A DISTANCE OF 1612.09 FEET; THENCE RUN SOUTH 89 DEGREES 27 MINUTES 32 SECONDS EAST, A DISTANCE OF 2137.34 FEET TO THE POINT OF BEGINNING.

TRACT CONTAINS 108.30 ACRES, MORE OR LESS, AND LIES IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.



- LEGEND**
- = 4" CONCRETE RIGHT-OF-WAY MONUMENT
 - = REBAR FOUND
 - ⊙ = CAPMED REBAR FOUND
 - ⊖ = OPEN END IRON PIPE FOUND
 - ⊕ = 3/8" CAPMED REBAR SET (14-1105-15)
 - ⊗ = UTILITY POLE
 - ⊙ = LIGHT POLE
 - ⊙ = 24" WIRE
 - ⊙ = WATER VALVE
 - ⊙ = WATER METER
 - ⊙ = FIRE HYDRANT
 - ⊙ = GROUND VALVE
 - ⊙ = SPRINKLER MANHOLE
 - ⊙ = TELEPHONE BOX
 - ⊙ = CONDUIT ELECTRIC
 - ⊙ = CONDUIT GAS
 - ⊙ = WETLAND FLAG
 - ⊙ = COMPOUND PLASTIC PIPE
 - ⊙ = REELING SHAP OR PLAT NUMBER AND DISTANCE
 - ⊙ = REINFORCED CONCRETE HIGH PILE
 - ⊙ = REINFORCED CONCRETE PILE
 - ⊙ = CERTIFICATE OF AUTHORIZATION
 - ⊙ = EXISTING SURVEY HIGH
 - ⊙ = CHECK
 - ⊙ = NOT TO SCALE
 - ⊙ = CONCRETE UTILITY LINE
 - ⊙ = WOOD FENCE
 - ⊙ = CONTOUR ELEVATION
 - ⊙ = CONCRETE
 - ⊙ = ROP-BAP

ADJOINING PROPERTY OWNERS

- ① BRONKES, JACOB HENRY ETAL
17411 COUNTY ROAD 48
DAWSON, AL 35826
- ② BRONKES, JACOB HENRY ETAL
21105 COUNTY ROAD 48
DAWSON, AL 35826
- ③ DE WORTH INC - HARTSHILL
ELMER STREET SW
DAWSON, AL 35826
- ④ COME, DANIELA FERNANDA
2205 HERMES LOOP
DAWSON, AL 35826
- ⑤ JACOB, FRANK MICHAEL ETAL
2405 HERMES LOOP
DAWSON, AL 35826
- ⑥ OLD HOME 1047 ESTATE LLC
7603 PINE LA ST. 100
BATON ROUGE, LA 70809
- ⑦ LAHAR, MELVIN E
1811 CAMDEN RD
DAWSON, AL 35826
- ⑧ BATHOM, ANDREW P ETAL
1001 CAMDEN RD
DAWSON, AL 35826
- ⑨ BATHOM, ANDREW P ETAL
1001 CAMDEN RD
DAWSON, AL 35826
- ⑩ BATHOM, ANDREW P ETAL
1001 CAMDEN RD
DAWSON, AL 35826
- ⑪ BATHOM, ANDREW P ETAL
1001 CAMDEN RD
DAWSON, AL 35826

ACTUAL CURVE DATA

CURVE	FROM	TO	CHORD BEARING	CHORD DISTANCE
C1	100.00	100.00	100.00	100.00
C2	100.00	100.00	100.00	100.00
C3	100.00	100.00	100.00	100.00
C4	100.00	100.00	100.00	100.00
C5	100.00	100.00	100.00	100.00
C6	100.00	100.00	100.00	100.00
C7	100.00	100.00	100.00	100.00
C8	100.00	100.00	100.00	100.00
C9	100.00	100.00	100.00	100.00
C10	100.00	100.00	100.00	100.00

RECORD CURVE DATA

CURVE	FROM	TO	CHORD BEARING	CHORD DISTANCE
C1	100.00	100.00	100.00	100.00
C2	100.00	100.00	100.00	100.00
C3	100.00	100.00	100.00	100.00
C4	100.00	100.00	100.00	100.00
C5	100.00	100.00	100.00	100.00
C6	100.00	100.00	100.00	100.00
C7	100.00	100.00	100.00	100.00
C8	100.00	100.00	100.00	100.00
C9	100.00	100.00	100.00	100.00
C10	100.00	100.00	100.00	100.00

EXHIBIT B

PROPERTY BOUNDARY SURVEY

HOPE VINEYARD

Dewberry

10000 Highway 100, Suite 100
Dawson, AL 35826
(205) 271-1111

DATE: 12/27/2021

SCALE: 1" = 100'

DRAWN BY: M.E.

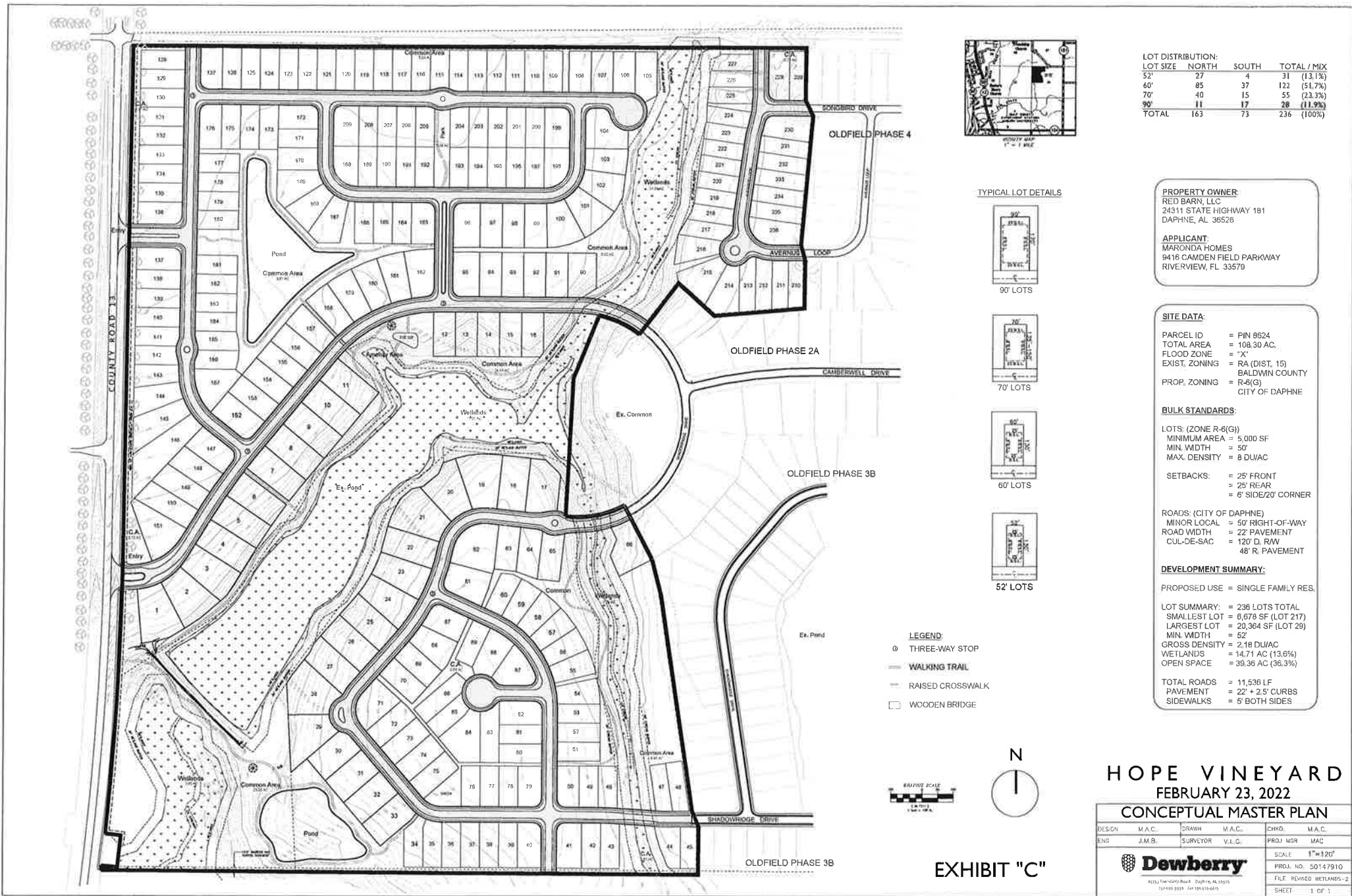
CHECKED BY: M.E.

SEC. 34, T-3-S, R-2-E
DAWSON COUNTY, ALABAMA

PROJECT: HOPE VINEYARD

REV. 1: 12/27/21

SHEET 2 OF 2



HOPE VINEYARD FEBRUARY 23, 2022

CONCEPTUAL MASTER PLAN

DESIGN	M.A.C.	DRAWN	M.A.C.	CHKD.	M.A.C.
ENG.	J.M.B.	SURVEYOR	V.L.G.	PROJ. MGR	MAC
				SCALE	1"=120'
				PRJ. NO.	50147910
				FILE	REVISED WETLANDS-2
				SHEET	1 OF 1

Dewberry
21151 Fairway Road • Daphne, AL 36526
256.400.9999 Fax 256.400.9915

- ✓ County Zoning
- Rural District (RR)
- Rural Agricultural District (RA)
- Conservation Resource District (CR)
- Residential Single Family Estate District (RSF-E)
- Residential Single Family District (RSF-1)
- Residential Single Family District (RSF-2)

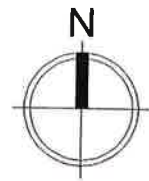
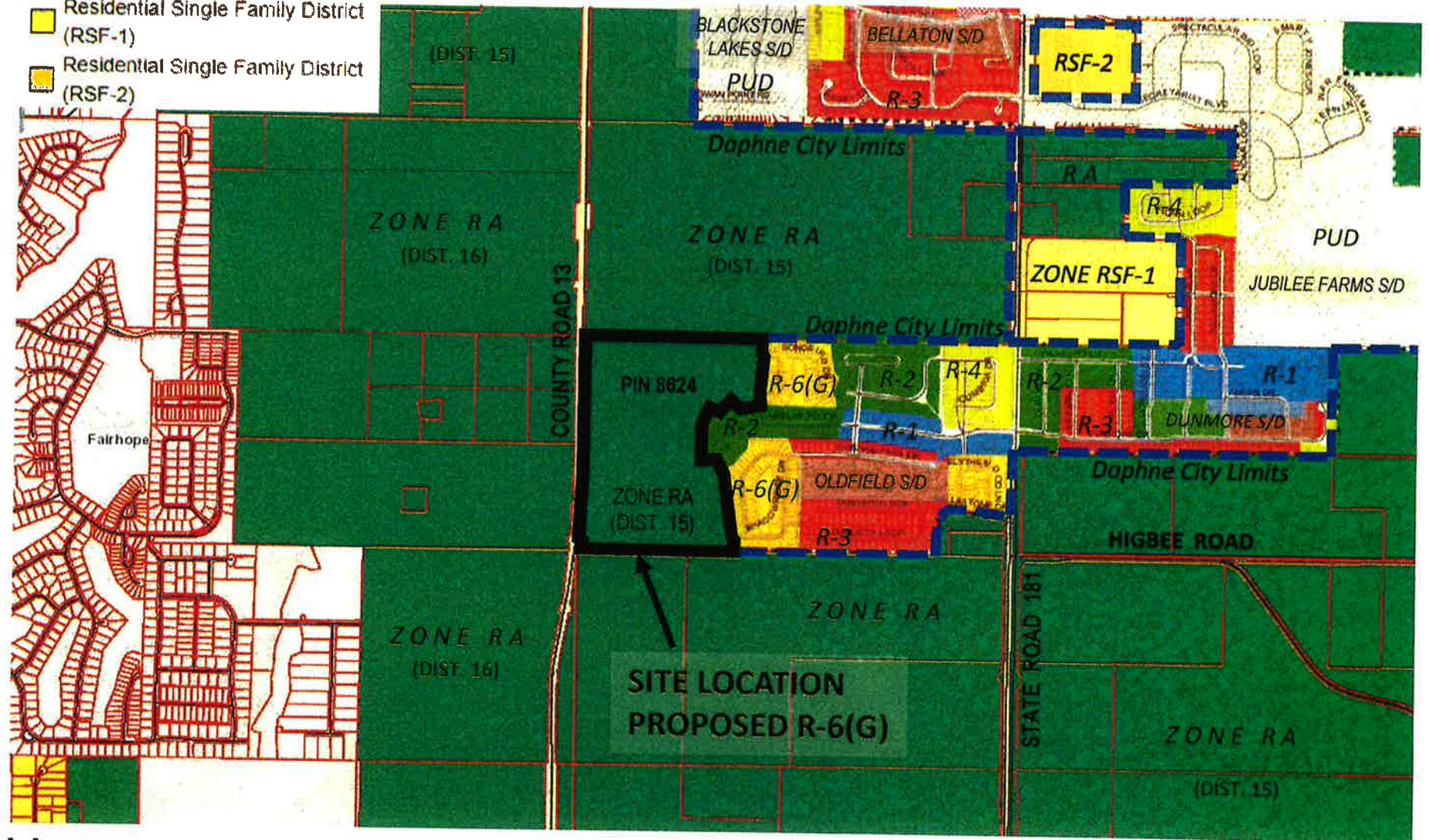


EXHIBIT "D" CURRENT ZONING



Dewberry

25353 FRIENDSHIP ROAD
DAPHNE, AL 36526
251-929-9809



Hope Vineyard

ADJACENT PROPERTIES TO RED BARN LLC PPIN 8624

Parcel Number	Owner Name	Address	City	State	Zip
05-43-08-34-0-000-002.002	A&D CORTE FAMILY LIMITED PARTNERSHIP	23100 ST HWY 181	FAIRHOPE	AL	36532
05-43-08-33-0-000-001.000	AIC JR LAND DEL A CORTE FAMILY LIMITED P	23100 ST HWY 181	FAIRHOPE	AL	36532
05-43-08-34-0-000-001.365	BRIDGES, JACOB WESLEY ETAL BRIDGES, CRYSTAL	17411 COUNTY ROAD 48	ROBERTSDALE	AL	36567
05-43-08-28-0-000-033.000	CORTE, FRED L	P O BOX 1156	FAIRHOPE	AL	36533
05-43-08-34-0-000-002.027	D R HORTON INC - HUNTSVILLE	25366 PROFIT DR	DAPHNE	AL	36526
05-43-08-34-0-000-002.009	DSL D HOMES (GULF COAST) L L C	7660 PECUE LN STE 100	BATON ROUGE	LA	70809
05-43-08-34-0-000-002.012	HUNTER, LIBYA N	P O BOX 2331	DAPHNE	AL	36526
05-43-08-27-0-000-003.000	JULIO CORTE FARM LIMITED PARTNERSHIP	24311 ST HWY 181	DAPHNE	AL	36526
05-43-08-33-0-000-003.000	JULIO CORTE FARMS L L C	24311 ST HWY 181	DAPHNE	AL	36526
05-43-08-34-0-000-002.010	LAMAR, MELVIN E	9511 CAMBERWELL DR	DAPHNE	AL	36526
05-43-08-34-0-000-001.331	MCCALLISTER, BILLY JOE ETAL MCCALLISTER, BILLY	24120 SONGBIRD DRIVE	DAPHNE	AL	36526
05-43-08-34-0-000-002.014	OLDFIELD FUTURE PHASES OWNERS ASSOCIATION	30820 CO RD 49	LOXLEY	AL	36551
05-43-08-34-0-000-002.015	PORTER, FRITZ A III ETAL PORTER, SHAUNDR	23707 SHADOWRIDGE DR	DAPHNE	AL	36526
05-43-08-34-0-000-001.004	RED BARN L L C	24311 ST HWY 181	DAPHNE	AL	36526
05-43-08-34-0-000-002.011	TENTINGER, ANDREW P ETAL FOSTER, SARAH R	9503 CAMBERWELL DR	DAPHNE	AL	36526
05-43-08-34-0-000-002.013	WIGGINS, WILLIE ETAL WIGGINS, TOMICA BRAD	23791 SHADOWRIDGE DR	DAPHNE	AL	36521

COMMUNITY DEVELOPMENT



February 11, 2022

Dear Sir/Ma'am,

NOTICE OF PUBLIC HEARING

A petition for PRE-ZONING will be considered by the Daphne Planning Commission for Red Barn, L.L.C. containing 108.30 acres +/- located east of County Road 13 and west of the intersection of Camberwell Drive and Shadowridge Drive in Oldfield Subdivision, zoned RA, Rural Agricultural, Baldwin County District 15, in the Extraterritorial Planning Jurisdiction, to be pre-zoned as R-6(G), Garden/Patio Home. A petition to annex said property has also been submitted.

Said petition will also be considered by the Daphne City Council pursuant to Alabama Code 11-52-85. The application is available for review at City Hall in the Department of Community Development, 1705 Main Street, during regular business hours. An informal site preview meeting will be held on Wednesday, February 16, 2022 at 8:30 a.m. in the Council Chambers of City Hall. The public is invited to attend: limited participation may be allowed by the chairwoman.

The public hearing will be held by the Daphne Planning Commission on Thursday, February 24, 2022 at 5:00 p.m. in the Council Chambers of City Hall. You may submit your views in writing, in person, or by representation.

Sincerely,
Adrienne D. Jones, AICP,
Director of Community Development

Red Barn, L.L.C. Pre-zoning Amendment

**COMMUNITY DEVELOPMENT
INTERNAL MEMORANDUM**



DATE: February 28, 2022
TO: Office of the City Clerk
FROM: Adrienne Jones, AICP, ^{ADJ}Director of Community Development
SUBJECT: Redbarn, L.L.C. Annexation Petition

PRESENT ZONING: RA, Rural Agricultural, Baldwin County District 15, in the Extraterritorial Planning Jurisdiction

LOCATION: East of County Road 13

RECOMMENDATION: At the February 24, 2022 regular meeting of the City of Daphne Planning Commission, six members were present and the motion carried for a favorable recommendation for the above mentioned annexation petition.

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

Upon receipt of said documentation, please prepare an ordinance for placement on the City Council agenda to set a public hearing.

Thank you,
ADJ/jv

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

RED BARN, LLC ANNEXATION PETITION

COMMUNITY DEVELOPMENT



SUBJECT: Annexation Petition Associated with Hope Vineyard and the Hope Vineyard Master Plan

The applicant proposes to annex the subject property into the corporate limits. The site meets the contiguity requirement because it is adjacent the Oldfield Subdivision.

RECOMMENDATION:

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

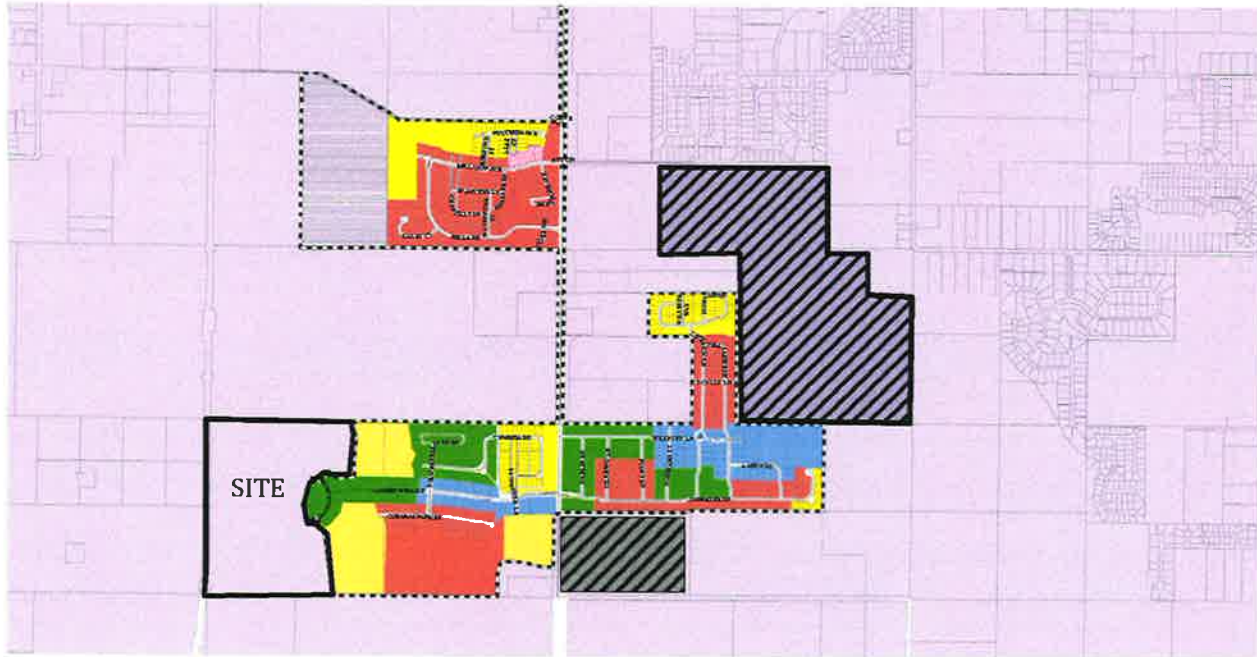
Excerpt from Article 23-1 Procedure [for Annexation Requests]

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

23-2 PROCEDURE FOR ZONING NEWLY ANNEXED LAND:

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

COMMUNITY DEVELOPMENT



Zoning Key

	Daphne City Limits
	R-1 LOW DENSITY SINGLE FAMILY RESIDENTIAL
	R-2 MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL
	R-3 HIGH DENSITY SINGLE FAMILY RESIDENTIAL
	R-4 HIGH DENSITY SINGLE MULTI-FAMILY RESIDENTIAL
	R-5 MOBILE HOME RESIDENTIAL
	R-6(D) DUPLEX / TWO FAMILY
	R-6(G) GARDEN OR PATIO HOME
	R-7(A) APARTMENT
	R-7(M) MID-RISE CONDOMINIUM
	R-7(T) TOWNHOUSE
	B-1 LOCAL BUSINESS
	B-2 GENERAL BUSINESS
	B-2(a) GENERAL BUSINESS ALTERNATE
	B-3 PROFESSIONAL BUSINESS
	C1 COMMERCIAL/INDUSTRIAL
	MU MIXED USE
	PUD PLANNED UNIT DEVELOPMENT
	O-2 OUTDOOR AMUSEMENT
	G-1 GOLF COURSE
	ET JURISDICTION

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

(_____)

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

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

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

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

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

Requested zoning, if other than R-1: R-6(G)

Any other conditions which may apply upon annexation:

Annexation is conditional upon approval of the Master Plan

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

DATED this 28th day of December, 2021

Respectfully submitted,

Red Barn LLC

Name of Corporation

By: Julio Corte III

Its: POA

STATE OF ALABAMA
COUNTY OF BALDWIN

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

Given under my hand and official seal this the 13 day of December, 2021.

Wanda La Coste
NOTARY PUBLIC

My commission expires: 2-04-2022

Corporation's Address

24311 St. Highway 181

Daphne, AL 36526



ADDITIONAL INFORMATION

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

Initials: JCH

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

Initials: JCH

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

Initials: JCH

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

Initials: JCH

SELECT ONE OF THE FOLLOWING OPTIONS

- ☒ Option# 1: We do hereby request pre-zoning of the subject property to the following zoning classification(s): R-6(G), and certify that a petition for rezoning, associated fees and documents have been submitted prior to or concurrently with this petition.

Initials: JCH

Or

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

Initials: _____

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

IN WITNESS WHEREOF, we have hereunto subscribed our names this, the 7 day of Dec, 2021.

Legal Description Attached (Exhibit A)? ☒ Map or Survey Attached (Exhibit B)? ☒
Recorded Subdivision Plat OR Preliminary/Final Subdivision plat approved by Planning Commission Attached (Exhibit C)? ☒ Acreage 108.30
Subdivision Name Hope Vineyard Lot Number(s) _____

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

Signature: [Signature] Signature: _____

Printed Name: Julio Cortez III Printed Name: _____

Mailing Address: 2431 St. Hwy 181 Mailing Address: _____

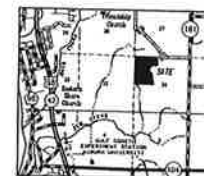
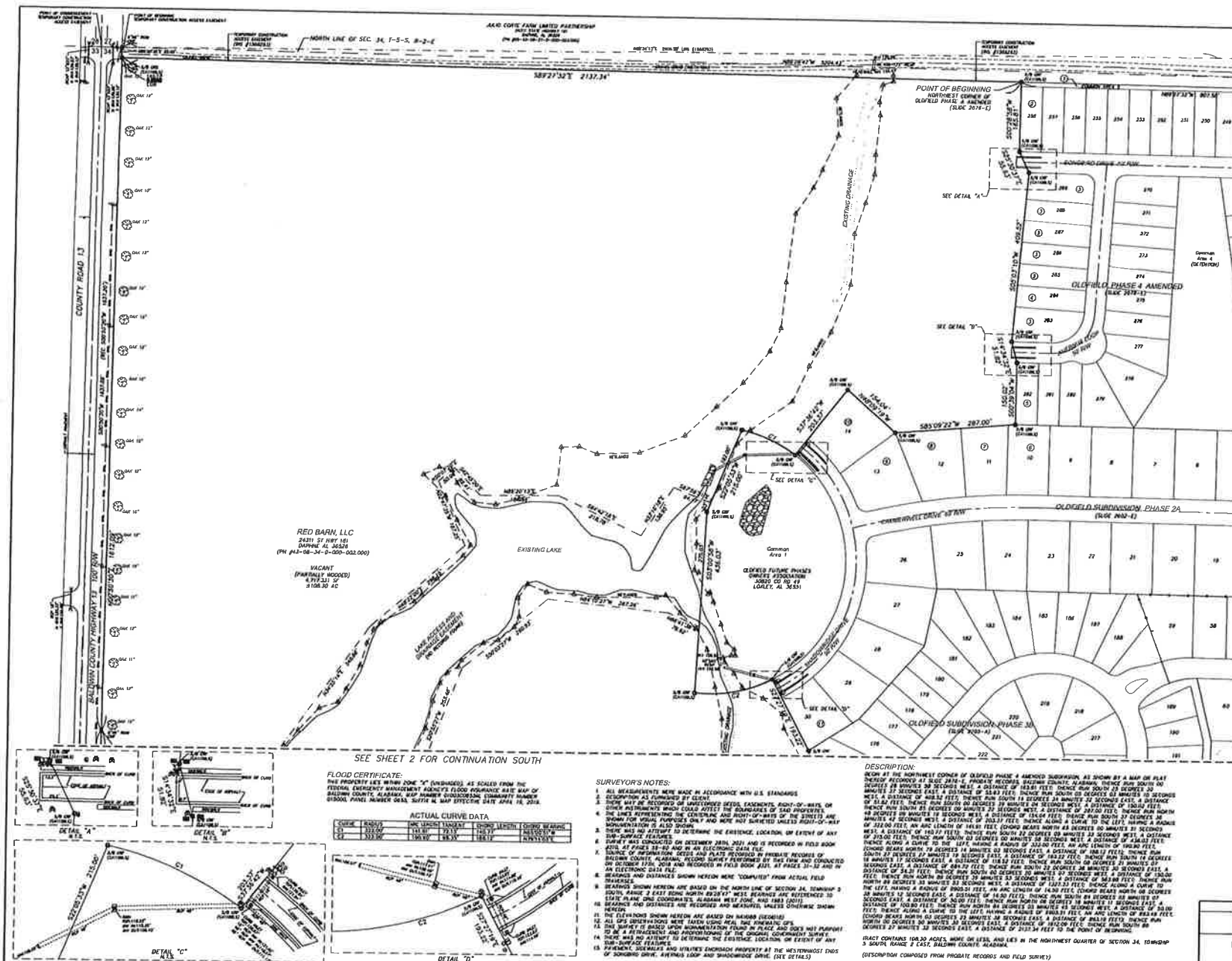
Daphne AL.

EXHIBIT "A"

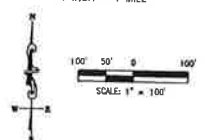
LEGAL DESCRIPTION: HOPE VINEYARD

BEGIN AT THE NORTHWEST CORNER OF OLDFIELD PHASE 4 AMENDED SUBDIVISION, AS SHOWN BY A MAP OR PLAT THEREOF RECORDED AT SLIDE 2676-E, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 00 DEGREES 28 MINUTES 58 SECONDS WEST, A DISTANCE OF 165.81 FEET; THENCE RUN SOUTH 25 DEGREES 30 MINUTES 37 SECONDS EAST, A DISTANCE OF 55.63 FEET; THENCE RUN SOUTH 05 DEGREES 03 MINUTES 10 SECONDS WEST, A DISTANCE OF 409.52 FEET; THENCE RUN SOUTH 14 DEGREES 34 MINUTES 32 SECONDS EAST, A DISTANCE OF 51.82 FEET; THENCE RUN SOUTH 00 DEGREES 39 MINUTES 04 SECONDS WEST, A DISTANCE OF 150.02 FEET; THENCE RUN SOUTH 85 DEGREES 09 MINUTES 22 SECONDS WEST, A DISTANCE OF 287.00 FEET; THENCE RUN NORTH 48 DEGREES 09 MINUTES 19 SECONDS WEST, A DISTANCE OF 154.04 FEET; THENCE RUN SOUTH 37 DEGREES 36 MINUTES 42 SECONDS WEST, A DISTANCE OF 203.37 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 322.00 FEET, AN ARC LENGTH OF 141.91 FEET, (CHORD BEARS NORTH 65 DEGREES 00 MINUTES 51 SECONDS WEST, A DISTANCE OF 140.77 FEET); THENCE RUN SOUTH 22 DEGREES 05 MINUTES 33 SECONDS WEST, A DISTANCE OF 215.00 FEET; THENCE RUN SOUTH 03 DEGREES 00 MINUTES 58 SECONDS WEST, A DISTANCE OF 436.03 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 322.00 FEET, AN ARC LENGTH OF 190.90 FEET, (CHORD BEARS NORTH 79 DEGREES 14 MINUTES 03 SECONDS EAST, A DISTANCE OF 188.12 FEET); THENCE RUN SOUTH 27 DEGREES 27 MINUTES 19 SECONDS EAST, A DISTANCE OF 193.22 FEET; THENCE RUN SOUTH 14 DEGREES 16 MINUTES 17 SECONDS EAST, A DISTANCE OF 118.52 FEET; THENCE RUN SOUTH 08 DEGREES 21 MINUTES 07 SECONDS EAST, A DISTANCE OF 684.72 FEET; THENCE RUN SOUTH 22 DEGREES 38 MINUTES 30 SECONDS EAST, A DISTANCE OF 54.31 FEET; THENCE RUN SOUTH 00 DEGREES 20 MINUTES 07 SECONDS WEST, A DISTANCE OF 150.00 FEET; THENCE RUN NORTH 89 DEGREES 39 MINUTES 53 SECONDS WEST, A DISTANCE OF 563.98 FEET; THENCE RUN NORTH 89 DEGREES 35 MINUTES 53 SECONDS WEST, A DISTANCE OF 1327.33 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 9905.51 FEET, AN ARC LENGTH OF 14.50 FEET, (CHORD BEARS NORTH 06 DEGREES 38 MINUTES 12 SECONDS EAST, A DISTANCE OF 14.50 FEET); THENCE RUN SOUTH 84 DEGREES 05 MINUTES 07 SECONDS EAST, A DISTANCE OF 50.00 FEET; THENCE RUN NORTH 06 DEGREES 18 MINUTES 11 SECONDS EAST, A DISTANCE OF 100.90 FEET; THENCE RUN NORTH 84 DEGREES 05 MINUTES 45 SECONDS WEST, A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 9905.51 FEET, AN ARC LENGTH OF 893.49 FEET, (CHORD BEARS NORTH 03 DEGREES 25 MINUTES 38 SECONDS EAST, A DISTANCE OF 893.19 FEET); THENCE RUN NORTH 00 DEGREES 50 MINUTES 30 SECONDS EAST, A DISTANCE OF 1612.09 FEET; THENCE RUN SOUTH 89 DEGREES 27 MINUTES 32 SECONDS EAST, A DISTANCE OF 2137.34 FEET TO THE POINT OF BEGINNING.

TRACT CONTAINS 108.30 ACRES, MORE OR LESS, AND LIES IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.



NEIGHBORHOOD MAP
1 INCH = 1 MILE



- LEGEND:**
- 1" = 8" CONCRETE RIGHT-OF-WAY MONUMENT
 - 2" = REBAR FOUND
 - 3" = CAPPED REBAR FOUND
 - 4" = OPEN END IRON PIG FOUND
 - 5" = 5/8" CAPPED REBAR SET (24" FROM 12")
 - 6" = UTILITY POLE
 - 7" = LIGHT POLE
 - 8" = DUTY WIRE
 - 9" = WATER VALVE
 - 10" = WATER METER
 - 11" = NEW VALVE
 - 12" = GROUND MARKER
 - 13" = TELEPHONE BOX
 - 14" = CONDUIT ELONGATE
 - 15" = CONDUIT GAS
 - 16" = METAL FLAT
 - 17" = CONCRETE PLASTIC PIPE
 - 18" = RECOVERED BEARING AND DISTANCE
 - 19" = REINFORCED CONCRETE AND PIPE
 - 20" = REINFORCED CONCRETE PIPE
 - 21" = CERTIFICATE OF AUTHORIZATION
 - 22" = LICENSE SURVEYOR
 - 23" = SURVEY
 - 24" = NOT TO SCALE
 - 25" = DETERMINED UTILITY LINE
 - 26" = MOOD FENCE
 - 27" = CONTOUR ELEVATION
 - 28" = SP-MAP

ADJOINING PROPERTY OWNERS

- 1. PHONES, JAMES WELBY ETAL
- 2. KATIE COUNTY ROAD 48
- 3. BOWENVILLE, AL 36328
- 4. KATIE COUNTY ROAD 48
- 5. BOWENVILLE, AL 36328
- 6. KATIE COUNTY ROAD 48
- 7. BOWENVILLE, AL 36328
- 8. KATIE COUNTY ROAD 48
- 9. BOWENVILLE, AL 36328
- 10. KATIE COUNTY ROAD 48
- 11. BOWENVILLE, AL 36328
- 12. KATIE COUNTY ROAD 48
- 13. BOWENVILLE, AL 36328
- 14. KATIE COUNTY ROAD 48
- 15. BOWENVILLE, AL 36328
- 16. KATIE COUNTY ROAD 48
- 17. BOWENVILLE, AL 36328
- 18. KATIE COUNTY ROAD 48
- 19. BOWENVILLE, AL 36328
- 20. KATIE COUNTY ROAD 48
- 21. BOWENVILLE, AL 36328
- 22. KATIE COUNTY ROAD 48
- 23. BOWENVILLE, AL 36328
- 24. KATIE COUNTY ROAD 48
- 25. BOWENVILLE, AL 36328
- 26. KATIE COUNTY ROAD 48
- 27. BOWENVILLE, AL 36328
- 28. KATIE COUNTY ROAD 48
- 29. BOWENVILLE, AL 36328
- 30. KATIE COUNTY ROAD 48
- 31. BOWENVILLE, AL 36328
- 32. KATIE COUNTY ROAD 48
- 33. BOWENVILLE, AL 36328
- 34. KATIE COUNTY ROAD 48
- 35. BOWENVILLE, AL 36328
- 36. KATIE COUNTY ROAD 48
- 37. BOWENVILLE, AL 36328
- 38. KATIE COUNTY ROAD 48
- 39. BOWENVILLE, AL 36328
- 40. KATIE COUNTY ROAD 48
- 41. BOWENVILLE, AL 36328
- 42. KATIE COUNTY ROAD 48
- 43. BOWENVILLE, AL 36328
- 44. KATIE COUNTY ROAD 48
- 45. BOWENVILLE, AL 36328
- 46. KATIE COUNTY ROAD 48
- 47. BOWENVILLE, AL 36328
- 48. KATIE COUNTY ROAD 48
- 49. BOWENVILLE, AL 36328
- 50. KATIE COUNTY ROAD 48
- 51. BOWENVILLE, AL 36328
- 52. KATIE COUNTY ROAD 48
- 53. BOWENVILLE, AL 36328
- 54. KATIE COUNTY ROAD 48
- 55. BOWENVILLE, AL 36328
- 56. KATIE COUNTY ROAD 48
- 57. BOWENVILLE, AL 36328
- 58. KATIE COUNTY ROAD 48
- 59. BOWENVILLE, AL 36328
- 60. KATIE COUNTY ROAD 48
- 61. BOWENVILLE, AL 36328
- 62. KATIE COUNTY ROAD 48
- 63. BOWENVILLE, AL 36328
- 64. KATIE COUNTY ROAD 48
- 65. BOWENVILLE, AL 36328
- 66. KATIE COUNTY ROAD 48
- 67. BOWENVILLE, AL 36328
- 68. KATIE COUNTY ROAD 48
- 69. BOWENVILLE, AL 36328
- 70. KATIE COUNTY ROAD 48
- 71. BOWENVILLE, AL 36328
- 72. KATIE COUNTY ROAD 48
- 73. BOWENVILLE, AL 36328
- 74. KATIE COUNTY ROAD 48
- 75. BOWENVILLE, AL 36328
- 76. KATIE COUNTY ROAD 48
- 77. BOWENVILLE, AL 36328
- 78. KATIE COUNTY ROAD 48
- 79. BOWENVILLE, AL 36328
- 80. KATIE COUNTY ROAD 48
- 81. BOWENVILLE, AL 36328
- 82. KATIE COUNTY ROAD 48
- 83. BOWENVILLE, AL 36328
- 84. KATIE COUNTY ROAD 48
- 85. BOWENVILLE, AL 36328
- 86. KATIE COUNTY ROAD 48
- 87. BOWENVILLE, AL 36328
- 88. KATIE COUNTY ROAD 48
- 89. BOWENVILLE, AL 36328
- 90. KATIE COUNTY ROAD 48
- 91. BOWENVILLE, AL 36328
- 92. KATIE COUNTY ROAD 48
- 93. BOWENVILLE, AL 36328
- 94. KATIE COUNTY ROAD 48
- 95. BOWENVILLE, AL 36328
- 96. KATIE COUNTY ROAD 48
- 97. BOWENVILLE, AL 36328
- 98. KATIE COUNTY ROAD 48
- 99. BOWENVILLE, AL 36328
- 100. KATIE COUNTY ROAD 48

SURVEYOR'S CERTIFICATE:

STATE OF ALABAMA
COUNTY OF BALDWIN

WE, SURVEYORS, A FIRM OF LICENSED ENGINEERS AND LAND SURVEYORS OF BALDWIN, ALABAMA, HEREBY STATE THAT THE ABOVE IS A CORRECT MAP OF THE SURVEY OF THE DESCRIBED PROPERTY SITUATED IN BALDWIN COUNTY, ALABAMA, TO WIT:

I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

[Signature]
VICTOR L. GERMAN AL. P.L.S. NO. 38412

SURVEY NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL.

EXHIBIT B

PROPERTY BOUNDARY SURVEY
HOPE VINEYARD
Dewberry

DATE: 12/27/2021
SCALE: 1" = 100'
DRAWN BY: M.D.
CHECKED BY: M.D.
PROJECT: 2021-001
SHEET NO. 1 OF 2



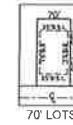
LOT DISTRIBUTION:

LOT SIZE	NORTH	SOUTH	TOTAL / MIX
52'	27	4	31 (11.1%)
60'	85	37	122 (51.7%)
70'	40	15	55 (23.3%)
90'	11	17	28 (11.9%)
TOTAL	163	73	236 (100%)

TYPICAL LOT DETAILS



90' LOTS



70' LOTS



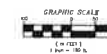
60' LOTS



52' LOTS

LEGEND:

- ⊙ THREE-WAY STOP
- WALKING TRAIL
- ⬮ RAISED CROSSWALK
- WOODEN BRIDGE



PROPERTY OWNER:
RED BARN, LLC
24311 STATE HIGHWAY 181
DAPHNE, AL 36526

APPLICANT:
MARONDA HOMES
9416 CAMDEN FIELD PARKWAY
RIVERVIEW, FL 33579

SITE DATA:

PARCEL ID = PIN 8624
TOTAL AREA = 108.30 AC.
FLOOD ZONE = "X"
EXIST. ZONING = RA (DIST. 15)
BALDWIN COUNTY
PROP. ZONING = R-6(G)
CITY OF DAPHNE

BULK STANDARDS:

LOTS: (ZONE R-6(G))
MINIMUM AREA = 5,000 SF
MIN. WIDTH = 50'
MAX. DENSITY = 8 DU/AC

SETBACKS:
= 25' FRONT
= 25' REAR
= 6' SIDE/20' CORNER

ROADS: (CITY OF DAPHNE)
MINOR LOCAL = 50' RIGHT-OF-WAY
ROAD WIDTH = 22' PAVEMENT
CUL-DE-SAC = 120' D, R/W
48' R, PAVEMENT

DEVELOPMENT SUMMARY:

PROPOSED USE = SINGLE FAMILY RES.

LOT SUMMARY: = 236 LOTS TOTAL
SMALLEST LOT = 6,678 SF (LOT 217)
LARGEST LOT = 20,364 SF (LOT 29)
MIN. WIDTH = 52'
GROSS DENSITY = 2.18 DU/AC
WETLANDS = 14.71 AC (13.6%)
OPEN SPACE = 39.36 AC (36.3%)

TOTAL ROADS = 11,536 LF
PAVEMENT = 22 + 2.5' CURBS
SIDEWALKS = 5' BOTH SIDES

HOPE VINEYARD
FEBRUARY 23, 2022
CONCEPTUAL MASTER PLAN

DESIGN	M.A.C.	DRAWN	M.A.C.	CHKD	M.A.C.
ENG	J.M.B.	SURVEYOR	V.L.G.	PROJ. MGR	MAN
				SCALE 1"=120' PROJ. NO. 50147910 FILE: REVISED WETLANDS-2 SHEET 1 OF 1	

EXHIBIT "C"

**CITY OF DAPHNE
RESOLUTION 2022-08**

REVISIONS TO CITY OF DAPHNE STREET MAP

WHEREAS, the Planning Commission of the City of Daphne, Alabama at their regular meeting held on December 16, 2021, approved a favorable recommendation to the City Council of the City of Daphne, Alabama for a revision to the City of Daphne Street Map as presented at said meeting; and

WHEREAS, said revision to street map is necessary due to additional streets being added to and accepted by the City; and

WHEREAS, the City Council of the City of Daphne, Alabama, after due consideration, and upon the recommendation of the Planning Commission of the City of Daphne, believes it is in the best interest of the health, safety and welfare of the citizens of the City to accept the revisions to the City of Daphne Street Map; and

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

SECTION I: ADOPTION OF MAP

THAT the City of Daphne Street Map was considered by the City of Daphne Planning Commission on December 16, 2021, and having made a favorable recommendation to the City Council and said revised map being attached hereto as Exhibit “A” is hereby adopted as the official “City of Daphne Street Map.”

SECTION II: REPEALER

THAT Resolution No. 2020-39 entitled “Revisions to City of Daphne Street Map” is hereby repealed in its entirety and any Resolution(s) or parts of Resolution(s) conflicting with the provisions of this Resolution are hereby repealed insofar as they conflict.

SECTION III: EFFECTIVE DATE

THAT This Resolution shall take effect and be in force from and after the date of its approval by the City Council of the City of Daphne, Alabama.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA ON THIS THE __ DAY OF March, 2022.

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, CMC, City Clerk

Zoning and Street Map Edits: July 1, 2020 through November 30, 2021

Legislative Annexation	Governor Approval Date	Act #	Zoning Classification	Property Size (Acres)
N/A				
Annexation by Council Action	Council Approval Date	Council Action Ordinance #		Property Size (Acres)
Corte Road and Austin Road extension	10/21/20	2020-30		13 ac
AJD Family Limited Partnership	02/01/21	2021-05		1.84 ac
Chaffin, Milstead, and Milstead	07/06/21	2021-30		17.92 ac
Joseph Mancini	11/01/21	2021-57		53.46 ac
Prezoning	Council Approval Date	Ordinance #	Zoning Classification	Property Size (Acres)
AJD Family Limited Partnership	02/01/21	2021-04	B-2	1.84 ac
Chaffin, Milstead, and Milstead	07/06/21	2021-31	PUD	17.92 ac
Joseph Mancini	11/01/21	2021-56	PUD	53.46 ac
Rezoning Petitions	Council Approval Date	Ordinance #	Old/New Zoning Classification	Property Size (Acres)
Forestar USA Real Estate Group, Inc.	9/08/20	2020-27	PUD to R-1	13.6
ORDG, LLC	11/16/20	2020-38	B-3/R-6(G)	1.15
Burris Warner, LLC	03/01/21	2021-09	R-1 to R-2	0.77
Destiny Church International, Inc.	04/19/21	2021-17	R-2, R-3 and R-4 to R-3 and R-6(G)	19
Satterwhite	07/06/21	2021-29	B-3 to R-3	1.22
BN Properties, LLC	08/02/21	2021-39	B-3 to B-1(A)	1.21
Street Acceptances	Approved	Resolution #	Linear Feet	Miles
Diamante Subdivision Phase 2	7/06/20	2020-35	2,331.22	0.4415
Jubilee Farms Phase 6	10/05/20	2020-53	4,026.00	0.7625
Jubilee Farms Phase 7	04/19/21	2021-11	5,602	1.04
Jubilee Farms Phase 8	04/19/21	2021-12	1,191	0.26
Jubilee Farms Phase 15	06/07/21	2021-20	1,367	0.25
Diamante Phase 3	07/06/21	2021-22	2,106	0.423
Jubilee Farms Phase 9	09/20/21	2021-36	1,260	0.23
Jubilee Farms Phase 10	09/20/21	2021-37	3,232	0.61

**COMMUNITY DEVELOPMENT
INTERNAL MEMORANDUM**



DATE: January 10, 2022
TO: Office of the City Clerk
FROM: Adrienne Jones, AICP, Director of Community Development
SUBJECT: Revision to the Official City of Daphne Street Map

At the December 16, 2021 regular meeting of the City of Daphne Planning Commission, seven members were present. The motion carried unanimously to set forth a ***favorable recommendation*** of acceptance of the above-mentioned revision to the Official City of Daphne Street Map (codifications were approved July 1, 2020 through November 30, 2021).

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

Upon receipt of said documentation, please prepare a resolution for placement on an agenda for action by the City Council.

Thank you,
ADJ/jv

Attachment(s)

cc: file

Zoning and Street Map Edits: July 1, 2020 through November 30, 2021

Legislative Annexation	Governor Approval Date	Act #	Zoning Classification	Property Size (Acres)
N/A				
Annexation by Council Action	Council Approval Date	Council Action Ordinance #		Property Size (Acres)
Corte Road and Austin Road extension	10/21/20	2020-30		13 ac
AJD Family Limited Partnership	02/01/21	2021-05		1.84 ac
Chaffin, Milstead, and Milstead	07/06/21	2021-30		17.92 ac
Joseph Mancini	11/01/21	2021-57		53.46 ac
Prezoning	Council Approval Date	Ordinance #	Zoning Classification	Property Size (Acres)
AJD Family Limited Partnership	02/01/21	2021-04	B-2	1.84 ac
Chaffin, Milstead, and Milstead	07/06/21	2021-31	PUD	17.92 ac
Joseph Mancini	11/01/21	2021-56	PUD	53.46 ac
Rezoning Petitions	Council Approval Date	Ordinance #	Old/New Zoning Classification	Property Size (Acres)
Forestar USA Real Estate Group, Inc.	9/08/20	2020-27	PUD to R-1	13.6
ORDG, LLC	11/16/20	2020-38	B-3/R-6(G)	1.15
Burris Warner, LLC	03/01/21	2021-09	R-1 to R-2	0.77
Destiny Church International, Inc.	04/19/21	2021-17	R-2, R-3 and R-4 to R-3 and R-6(G)	19
Satterwhite	07/06/21	2021-29	B-3 to R-3	1.22
BN Properties, LLC	08/02/21	2021-39	B-3 to B-1(A)	1.21
Street Acceptances	Approved	Resolution #	Linear Feet	Miles
Diamante Subdivision Phase 2	7/06/20	2020-35	2,331.22	0.4415
Jubilee Farms Phase 6	10/05/20	2020-53	4,026.00	0.7625
Jubilee Farms Phase 7	04/19/21	2021-11	5,602	1.04
Jubilee Farms Phase 8	04/19/21	2021-12	1,191	0.26
Jubilee Farms Phase 15	06/07/21	2021-20	1,367	0.25
Diamante Phase 3	07/06/21	2021-22	2,106	0.423
Jubilee Farms Phase 9	09/20/21	2021-36	1,260	0.23
Jubilee Farms Phase 10	09/20/21	2021-37	3,232	0.61

Zoning and Street Map Edits: July 1, 2020 through November 30, 2021

Background:

Typically the Official Zoning Map and the Official Street Map is updated bi-annually. In January, a map correction made by Baldwin County Mapping department and Revenue departments resulted in a reduction in area thought to be in the city (east of Historic Malbis). The land was found to be in the county. In February, citizens needed clarification regarding the map correction and meetings were held to verify the correction. The Official maps were not updated during the citizen investigation period.

This map update includes map amendments which have resulted from annexation, pre-zoning, rezoning and street acceptances that have been approved by the City Council between the months of July 1, 2020 and November 30, 2021, as well as the map correction documented by Baldwin County.

All changes approved prior to January 2021 are presented in the following table in black text. All changes approved after January 2021 are shown in purple text.

Staff Recommendation:

Staff recommends that the Planning Commission set forth a favorable recommendation to City Council to adopt the amended Official Zoning Map and the Official Street Map.

**CITY OF DAPHNE, ALABAMA
RESOLUTION 2022-09**

A Resolution Authorizing the City of Daphne to Join the State of Alabama and Other Local Governments as Participants in the Endo Settlement

WHEREAS, the opioid epidemic continues to impact communities in the United States, the State of Alabama, and the City of Daphne, Alabama.

WHEREAS, the City of Daphne has suffered harm and will continue to suffer harm as a result of the opioid epidemic;

WHEREAS, the State of Alabama and some Alabama local governments have filed lawsuits against opioid manufacturers, distributors, and retailers (“Opioid Litigation”);

WHEREAS, the State of Alabama has entered into a Settlement Agreement with Endo Health Solutions Inc. and Endo Pharmaceuticals Inc. (“Endo”), which includes the claims for the State of Alabama’s local governments, and the City of Daphne finds the terms of the Settlement Agreement acceptable and in the best interest of the community;

WHEREAS, the State of Alabama has proposed an Endo Settlement Sign-On Agreement to the local governments and the City of Daphne finds the terms of the Sign-On Agreement acceptable and in the best interest of the community;

WHEREAS, the Settlement Agreement and Sign-On Agreement detail the allocation of Settlement Funds, which the City of Daphne finds acceptable and in the best interest of the community;

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

SECTION 1. That the City of Daphne finds that participation in the Endo Settlement, Settlement Agreement and Sign-On Agreement is in the best interest of the City of Daphne and its citizens because such a plan would ensure an effective structure for the commitment of Settlement Funds to abate and seek to resolve the opioid epidemic.

SECTION 2. That the City of Daphne hereby expresses its support for the Endo Settlement and allocation and use of Settlement Funds as generally described in the Settlement Agreement and Sign-On Agreement.

SECTION 3. That the Mayor is hereby expressly authorized to execute the Endo Settlement Sign-On Agreement on behalf of the City and is further authorized to execute any formal agreements necessary to implement the Endo Settlement and plan for the allocation and use of Settlement Funds.

SECTION 4. That the Mayor is hereby expressly authorized to execute any formal agreement and related documents evidencing the City of Daphne’s agreement to the settlement of claims and all litigation specifically related to Endo.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS _____ of _____, 2022.

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, CMC, City Clerk

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2022-15**

**AMENDING ORDINANCE 2020-22 - THE RIGHT-OF-WAY ORDINANCE
SCHEDULE OF RIGHT-OF-WAY PERMIT FEES**

WHEREAS, on July 20, 2020, the City Council of the City of Daphne adopted Ordinance 2020-22, which amended the City's Right-of-Way Ordinance, as codified at Section 18, Article II; and

WHEREAS, the City Council desires to further amend the 2020 Right-of-Way Ordinance, upon recommendation from City staff, to revise the Schedule of Right-of-Way Permit Fees attached to the Right-of-Way Ordinance as Appendix A.

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

SECTION 1. AMENDMENT OF APPENDIX A OF THE 2020 RIGHT-OF-WAY ORDINANCE.

Appendix A to Ordinance 2020-22 is hereby deleted in its entirety and replaced with Appendix A hereto.

SECTION 2. ORDINANCE 2020-22 TO REMAIN IN EFFECT.

Ordinance 2020-22, adopted by the City Council of the City of Daphne on July 20, 2020, shall remain in full effect to the extent not amended by this Ordinance.

SECTION 3: SEVERABILITY.

If any provision of this Ordinance is held to be invalid or unenforceable for any reason, such holding shall not in any way affect the remaining portions hereof, which shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE.

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

**ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE
THIS ____ DAY OF _____, 2022.**

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, CMC, City Clerk

**APPENDIX A
SCHEDULE OF RIGHT-OF-WAY PERMIT FEES**

Description	Permit Fee
Administration Fee	\$25.00 (all non-wireless permits)
Aerial utility construction	\$0.50 per L.F.
Utility poles including guy and anchor	\$2.00 per pole
Longitudinal and transverse excavation for all new projects (paved areas)	\$3.00 per L.F. (minimum fee \$100.00)
Longitudinal and transverse excavation for all new projects (unpaved areas)	\$0.75 per L.F.
Longitudinal and transverse excavation for point repairs, service lines, storm drains, manholes, etc. (paved areas)	\$20.00 per square yard
Longitudinal and transverse excavation for point repairs, service lines, storm drains, manholes, etc. (unpaved areas)	\$6.00 per square yard
Excavation for utility construction, point repairs (unpaved areas)	\$6.00 per square yard
Directional boring and jacking operations, tunneling, retrofit or repair of existing utilities by bore, stitch boring, plowing, irrigation systems, etc.	\$0.40 per L.F. (minimum fee \$25.00)
Directional boring for fiber optic cable (new installation)	\$0.10 per L.F.
Communication towers (new installation)	\$50.00 per tower
Terminal boxes, junction boxes, equipment cabinets, splice boxes, regulator stations, meters & valves in paved areas, vaults, utility pedestals	\$5.00 each
Sidewalk, driveway, curb, gutter, mitered-end sections (new construction, replacement, or repair):	(See below)
- 0 sq. yds. to 2 sq. yds.	\$10.00
- 2 sq. yds. to 25 sq. yds.	\$30.00
- 25 sq. yds. to 100 sq. yds.	\$50.00
- 100 sq. yds. to 200 sq. yds.	\$100.00
- 200 sq. yards. or greater	\$0.50 per SY
Steps, ramps (ADA compliant), etc.	\$50.00 per location
Monitoring wells	\$50.00 each
Temporary pedestrian walkway	\$50.00 per location
Balconies, canopies	\$10.00 per location
Wireless Facility (Non-refundable application fee for up to 5 wireless facilities)	\$500.00
Non-refundable, additional application fee per each wireless facility over the 5 wireless facilities contained in the Wireless Facilities application	\$100.00 each
Annual recurring fee assessed to each Wireless Facility permittee	\$270.00 per year

Note: Applicants may be allowed, if determined by the department to obtain, in advance, an annual, quarterly, or semi-annual permit for minor projects outside roadway limits and some small projects that involve minimal excavation as defined by the ROW Manager. Permit fees shall be calculated based upon the actual work completed during the term and due for payment at the end of the term. Bi-weekly summary submittals will be required of blanket permit applicants covering the type and extents of work, locations, durations, etc. These summary submittals will be used to verify fees based on the actual work completed under that blanket permit. Excluding wireless facilities, a twenty-five dollar (\$25.00) application fee plus all fees will be charged at the end of the permit term.

**** Please note: all fees are non-refundable****

OBSTRUCTION FEES

The following conditions shall apply in determining obstruction fees:

- (1) The obstruction of commercial pedestrian walkways will be charged at the rate of five dollars (\$5.00) per calendar day for each twenty (20) linear feet of length.
- (2) The planned obstruction of any portion of a roadway for any reason will be charged at the rate of ten dollars (\$10.00) per calendar day for each twenty (20) linear feet of length.
- (3) Fees will not be charged for obstruction of less than eight (8) hours.

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2022-16**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AND
SALE AGREEMENT WITH BURTON PROPERTY GROUP, LLC TO CONVEY
CERTAIN REAL PROPERTY NO LONGER NEEDED FOR PUBLIC OR MUNICIPAL
PURPOSES LOCATED AT THE NORTHEAST CORNER OF HIGHWAY 98 AND
LAVENDER LANE**

WHEREAS, the City of Daphne (the “City”) owns a certain parcel of real property located at the northeast corner of Highway 98 and Lavender Lane, having an area of approximately 49,121 square feet, being a part and portion of that certain property identified by the Baldwin County Revenue Commissioner as Parcel 05-43-04-20-2-000-065.000, being more particularly described on Appendix 1, attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, the City Council of the City of Daphne has determined that the Property is no longer needed for public or municipal purposes; and

WHEREAS, the City had the Property appraised by Courtney & Morris Appraisals, Inc., and, as of February 19, 2021, the fair market value of the Property was determined to be \$920,000.00; and

WHEREAS, the City solicited offers from multiple potential purchasers and, after reviewing same, the offer made by Burton Property Group, LLC (“BPG”) in the amount of \$1,450,000.00 (the “Purchase Price”) was the highest offer received; and

WHEREAS, the City Council wishes to accept BPG’s offer and authorize the Mayor to convey title to the Property to BPG, subject to and contingent upon the satisfaction of certain terms and conditions of a Purchase and Sale Agreement by and between the City and BPG, substantially in the form attached hereto as Appendix 2 (the “Agreement”).

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

1. It is hereby established and declared that the real property of the City of Daphne, Alabama, described and depicted on Appendix 1 hereto is no longer needed for public or municipal purposes.

2. The Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Daphne, the Agreement in substantially the form attached hereto as Appendix 2, subject to final approval by the City Attorney, a fully executed copy of which shall be on file in the office of the City Clerk.

3. The Mayor and the City Clerk are hereby authorized and directed, subject to the terms and conditions of the Agreement, to execute and attest, respectively, for and on behalf of the City, a general warranty deed, a copy of which shall be on file in the office of the City Clerk, whereby the City shall convey the Property to BPG for and in consideration of the Purchase Price.

4. The Mayor is further authorized to execute any and all other documents and instruments reasonably necessary to complete the conveyance of the Property contemplated in the Agreement as requested by BPG and approved by the City Attorney.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS ____ DAY OF _____, 2022.

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, CMC, City Clerk

APPENDIX 1
SKETCH AND DESCRIPTION OF PROPERTY TO BE CONVEYED

DESCRIPTION:

A PORTION OF LANDS DESCRIBED IN REAL PROPERTY BOOK 491, PAGE 1287, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; RUN THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID SECTION 20, A DISTANCE OF 990 FEET TO A POINT; THENCE RUN EAST 1546.65 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 98; THENCE RUN SOUTH 00°14'12" EAST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 195.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°14'12" EAST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 10.51 FEET; THENCE RUN NORTH 89°45'48" EAST, DEPARTING SAID EAST RIGHT-OF-WAY, A DISTANCE OF 104.31 FEET; THENCE RUN SOUTH 78°27'41" EAST, A DISTANCE OF 45.27 FEET; THENCE RUN ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 18.00 FEET, AN ARC DISTANCE OF 6.98 FEET, (CHORD BEARS SOUTH 89°34'42" EAST, A DISTANCE OF 6.94 FEET); THENCE RUN ALONG A COMPOUND CURVE TO THE LEFT, HAVING A RADIUS OF 117.00 FEET, AN ARC DISTANCE OF 26.90 FEET, (CHORD BEARS NORTH 72°43'04" EAST, A DISTANCE OF 26.84 FEET); THENCE RUN ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 121.09 FEET, AN ARC DISTANCE OF 131.75 FEET, (CHORD BEARS NORTH 32°39'42" EAST, A DISTANCE OF 125.35 FEET); THENCE RUN NORTH 00°43'53" EAST, A DISTANCE OF 99.45 FEET TO A POINT ON A LINE PARALLEL WITH AND 1.00 FEET SOUTH OF THE SOUTH LINE OF BAKER SUBDIVISION, AS SHOWN IN MAP OR PLAT THEREOF RECORDED IN SLIDE 1912-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 89°49'14" WEST, ALONG A LINE PARALLEL WITH AND 1.00 FEET SOUTH OF SAID SOUTH LINE OF BAKER SUBDIVISION, A DISTANCE OF 250.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 1.00 FEET EAST OF THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY NO. 98; THENCE RUN SOUTH 00°14'12" EAST, ALONG A LINE PARALLEL WITH AND 1.00 FEET EAST OF SAID EAST RIGHT-OF-WAY OF U.S. HIGHWAY NO. 98, A DISTANCE OF 186.02 FEET; THENCE RUN NORTH 89°45'48" EAST, A DISTANCE OF 10.00 FEET; THENCE RUN SOUTH 00°14'12" EAST, A DISTANCE OF 8.51 FEET; THENCE RUN SOUTH 89°45'48" WEST, A DISTANCE OF 11.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 49,121 SQUARE FEET (1.13 ACRES) MORE OR LESS, AND LIES IN SECTION 20, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

EXHIBIT A

LEGEND:
AC. = ACRES
R.O.W. = RIGHT-OF-WAY
— = BREAK LINE

NOTES:

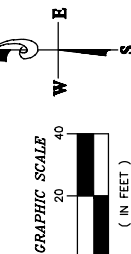
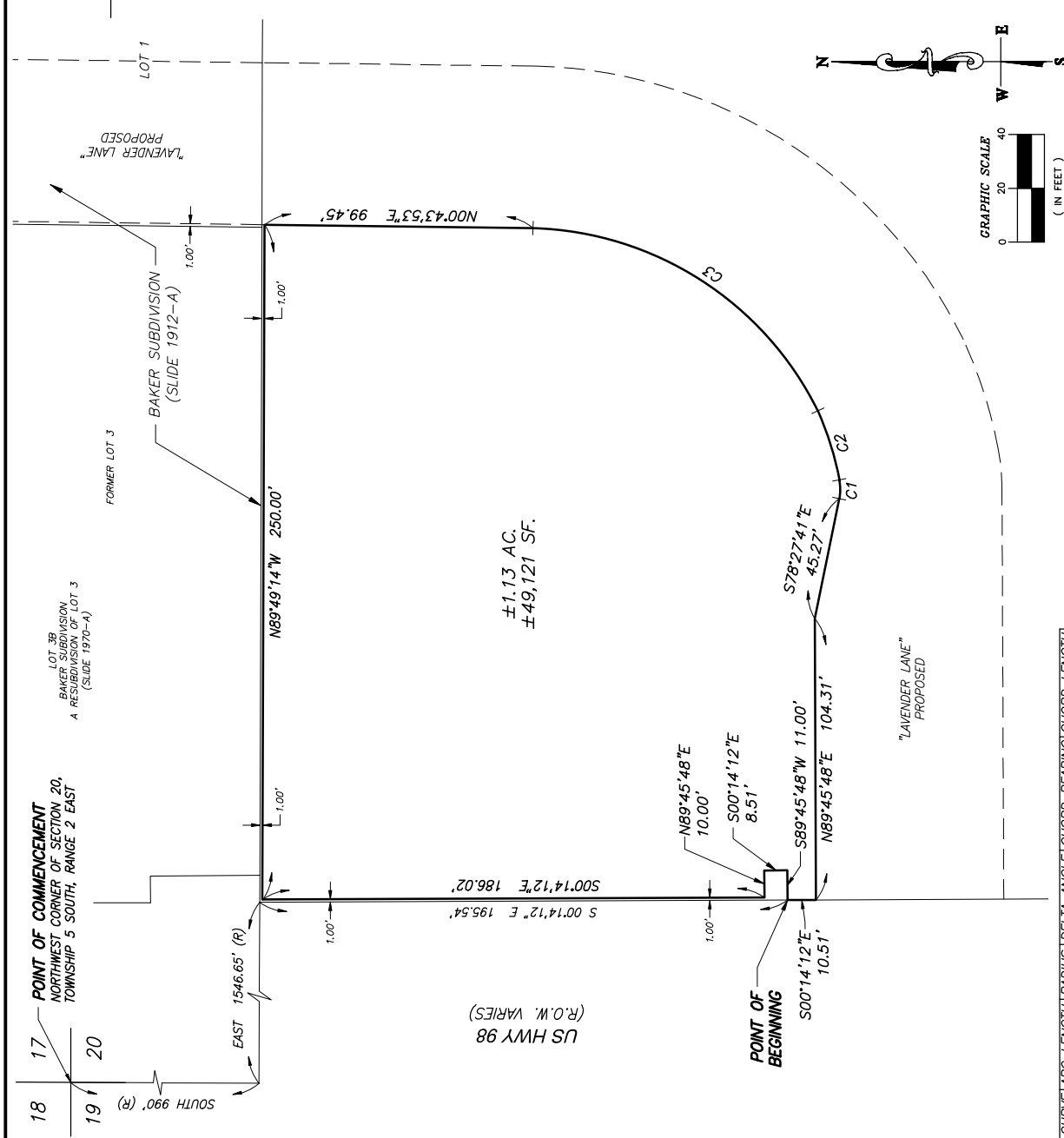
1. THERE MAY BE UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE USABLE AREA OF SAID PROPERTIES.
2. SOURCE OF INFORMATION: BAKER SUBDIVISION PLAT, SLIDE 1912-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; BAKER SUBDIVISION A RESUBDIVISION OF LOT 3, SLIDE 1970-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; RECORD, BOUNDARY AND TOPOGRAPHIC INFORMATION BY THIS FIRM; DEEDS AND PLATS RECORDED IN PROBATE RECORDS, BALDWIN COUNTY, ALABAMA.

DESCRIPTION:

A PORTION OF LANDS DESCRIBED IN REAL PROPERTY BOOK 491, PAGE 1287, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; RUN THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID SECTION 20, A DISTANCE OF 990 FEET TO A POINT; THENCE RUN EAST 1546.65 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 98; THENCE RUN SOUTH 00°14'12" EAST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 185.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°14'12" EAST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 10.51 FEET; THENCE RUN NORTH 89°45'48" EAST, DEPARTING SAID EAST RIGHT-OF-WAY, A DISTANCE OF 104.31 FEET; THENCE RUN SOUTH 78°27'41" EAST, A DISTANCE OF 45.27 FEET; THENCE RUN ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 18.00 FEET, AN ARC DISTANCE OF 6.98 FEET, (CHORD BEARS SOUTH 89°34'42" EAST, A DISTANCE OF 6.94 FEET); THENCE RUN ALONG A COMPOUND CURVE TO THE LEFT, HAVING A RADIUS OF 112.00 FEET, AN ARC DISTANCE OF 26.90 FEET, (CHORD BEARS NORTH 72°43'04" EAST, A DISTANCE OF 26.84 FEET); THENCE RUN ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 121.09 FEET, AN ARC DISTANCE OF 131.75 FEET, (CHORD BEARS NORTH 32°39'42" EAST, A DISTANCE OF 125.35 FEET); THENCE RUN NORTH 00°43'53" EAST, A DISTANCE OF 99.45 FEET TO A POINT ON A LINE PARALLEL WITH AND 1.00 FEET SOUTH OF THE SOUTH LINE OF BAKER SUBDIVISION, AS SHOWN IN MAP OR PLAT THEREOF RECORDED IN SLIDE 1912-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 89°49'14" WEST, ALONG A LINE PARALLEL WITH AND 1.00 FEET SOUTH OF SAID SOUTH LINE OF BAKER SUBDIVISION, A DISTANCE OF 250.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 1.00 FEET EAST OF THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY NO. 98; THENCE RUN SOUTH 00°14'12" EAST, ALONG A LINE PARALLEL WITH AND 1.00 FEET EAST OF SAID EAST RIGHT-OF-WAY OF U.S. HIGHWAY NO. 98, A DISTANCE OF 186.02 FEET; THENCE RUN NORTH 89°45'48" EAST, A DISTANCE OF 10.00 FEET; THENCE RUN SOUTH 00°14'12" EAST, A DISTANCE OF 8.51 FEET; THENCE RUN SOUTH 89°45'48" WEST, A DISTANCE OF 11.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 49,121 SQUARE FEET (1.13 ACRES) MORE OR LESS, AND LIES IN SECTION 20, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD	BEARING	CHORD LENGTH
C1	6.98'	18.00'	22°14'02"	S89°34'42"E	6.94'	
C2	26.90'	117.00'	13°10'26"	N72°43'04"E	26.84'	
C3	131.75'	121.09'	62°20'12"	N32°39'42"E	125.35'	

THIS IS NOT A PROPERTY BOUNDARY SURVEY

SKETCH AND DESCRIPTION
CITY OF DAPHNE



2535 FRIENDSHIP ROAD
DAPHNE, ALABAMA 36626
PHONE: 251.990.8650
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION NO. 1109

DATE:	02/15/2022
SCALE:	1" = 40'
DRAWN BY:	AES/VLG
CHECKED BY:	VLG
SECTION	20, T-5-S, R-2-E
BALDWIN COUNTY, ALABAMA	
PROJECT#	50137348
REF.#	—
DWG.#	1.13 AC LAND.DWG
SHEET NO.	1 OF 1

APPENDIX 2
FORM OF PURCHASE AND SALE AGREEMENT

(attached)

PURCHASE AND SALE AGREEMENT

This **PURCHASE AND SALE AGREEMENT** (this "Agreement"), dated as of the Effective Date, as defined below, is made by and between **The City of Daphne, Alabama**, an Alabama municipal corporation ("Seller"), and **Burton Property Group, LLC**, an Alabama limited liability company, or its assigns ("Purchaser").

In consideration of the mutual covenants herein contained, Seller and Purchaser agree as follows:

1.

PURCHASE AND SALE

1.1 **Purchase and Sale.** Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, the following described property (herein collectively called the "Property"):

(a) **Land.** That certain tract of land (the "Land") located at the northeast corner of Highway 98 and Lavender Lane in the City of Daphne (the "City"), Baldwin County (the "County"), Alabama (the "State"), being a part and portion of that certain property with Baldwin County Revenue parcel identification number 05-43-04-20-2-000-065.000, being more particularly described or depicted on Exhibit A, attached hereto and incorporated herein by reference.

(b) **Improvements.** All improvements (the "Improvements") in and on the Land, if any.

(c) **Easements.** All easements, if any, benefiting the Land.

(d) **Rights and Appurtenances.** All rights and appurtenances pertaining to the foregoing, if any, including any right, title and interest of Seller, if any, in and to adjacent streets, alleys or rights-of-way.

1.2 **Certain Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

(a) "Effective Date" shall mean the date of execution of the last of Purchaser or Seller to execute this Agreement.

(b) "Environmental Requirements" shall mean all laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders, and decrees, now or hereafter enacted, promulgated, or amended, of the United States, the states, the counties, the cities, or any other political subdivisions in which the Property is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Property, the Property, or the use of the Property, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials into the environment (including, without limitation, ambient air, surface water, ground water or land or soil).

(c) "Hazardous Materials" shall mean any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.) ("CERCLA") or any regulations promulgated under or pursuant to CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. §6901 et. seq.) ("RCRA") or regulations promulgated under or pursuant to RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. §2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or

materials which are now or hereafter classified or considered to be hazardous or toxic under Environmental Requirements (as hereinafter defined) or the common law, or any other applicable laws relating to the Property. Hazardous Materials shall include, without limitation, any substance, the presence of which on the Property, (A) requires reporting, investigation or remediation under Environmental Requirements; (B) causes or threatens to cause a nuisance on the Property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Property or adjacent property; or (C) which, if it emanated or migrated from the Property, could constitute a trespass.

(d) "Lavender Lane Improvements" shall mean roadway, curbing, traffic signal, traffic turn lanes and all related improvements to be constructed and installed by the Seller in Hwy. 98 adjacent to the Property and running along the east and south sides of the Property, as depicted in Exhibit B attached hereto.

2.

PURCHASE PRICE

2.1 Purchase Price. At and in the event of Closing (as defined in Section 6.1), Purchaser shall pay to Seller in cash, check or wired funds in United States currency the purchase price (the "Purchase Price") for the Property of One Million Four Hundred Fifty Thousand and No/100 Dollars (\$1,450,000.00).

3.

EARNEST MONEY

3.1 Earnest Money. Within five (5) days of the Effective Date, Purchaser shall deliver to Brock Title in Mobile, Alabama (the "Escrow Agent") as escrow agent, the sum of Fifty Thousand and No/100 Dollars (\$50,000.00) in cash, check or wired funds (such amount, together with all interest, if any, earned thereon and together with any additional deposits, if any, made to Escrow Agent in accordance with the terms of this Agreement, being referred to as the "Earnest Money"), to be invested by the Escrow Agent in a non-interest bearing account selected by Escrow Agent in the exercise of its reasonable discretion. If the sale of the Property is consummated pursuant to the terms of this Agreement, the Earnest Money shall be paid to Seller at Closing and applied to the payment of the Purchase Price.

4.

CONDITIONS TO CLOSING

4.1 Inspection Period.

(a) Seller Deliveries. Within five (5) days of the Effective Date, Seller shall deliver to Purchaser copies of all due diligence items in Seller's possession as listed on Exhibit C (together, the "Seller Deliveries").

(b) Title Commitment and Survey. At Purchaser's option and sole expense, Purchaser may obtain a title commitment (a "Title Commitment") for an Owner's Policy of Title Insurance issued by a title insurance company selected by Purchaser (the "Title Company"). Seller shall have an ALTA survey of the Property performed (the "Survey") and shall properly subdivide the Property in accordance with all applicable laws and regulations ("Subdivision"), all prepared by a licensed surveyor. Seller shall provide a copy of the Subdivision to Purchaser prior to submitting for approval or recording. The Survey and draft Subdivision shall be completed and submitted to Purchaser for review and approval within thirty (30) days from the Effective Date.

(c) Purchaser's Inspection Period. Purchaser's Inspection Period (as defined herein) shall commence one (1) day after the Seller has provided written notice to Purchaser that (i) the Subdivision has been approved by all necessary agencies of the Seller and the Subdivision plat is ready for recordation and (ii) the Lavender Lane Improvements have received all necessary permits and approvals for construction, including those from the Alabama Department of Transportation ("Inspection Commencement"). Purchaser shall have from the Inspection Commencement until the later to occur of (i) two hundred ten (210) calendar

days thereafter or (ii) the satisfaction of the Special Purchaser Contingencies (as defined herein) (the "Inspection Period") within which to: (A) approve or disapprove the Title Commitment and the Survey, including the information reflected therein, such approvals or disapprovals to be within Purchaser's sole discretion; (B) obtain a commitment for financing the purchase of the property, such financing to be accepted in the Purchaser's sole discretion; (C) conduct economic and feasibility studies to determine, in the Purchaser's sole discretion, if the Property is feasible for Purchaser's intended use; and (D) conduct such other investigations as the Purchaser, in Purchaser's sole discretion, shall determine to be necessary or appropriate. If Purchaser determines, for any reason or no reason, that the Property is not suitable for its purposes, Purchaser shall have the right to terminate this Agreement by written notice to the Seller given on or prior to the expiration of the Inspection Period.

(d) Title and Survey Objections. With respect to title and survey matters, if Purchaser disapproves any particular item by written notice to Seller during the Inspection Period, as it may be extended, Seller shall cure or attempt to cure Purchaser's objections to such item within fifteen (15) days after Purchaser's notice of disapproval, provided that Purchaser may, at its sole discretion, extend such ten (10) day period for cure. Purchaser shall not be required to give notice of objection to liens, and Seller shall have the obligation to remove any liens which may be removed solely by the payment of money. In the event Seller is unable to cure any one or more of Purchaser's objections pursuant to this Section 4.1, Seller shall notify Purchaser in writing of such election within such ten (10) day period. In the event Seller fails to notify Purchaser of its inability to cure any one or more of Purchaser's objections within such ten (10) day period, then such failure to notify Purchaser shall be deemed Seller's acknowledgement that Seller is unable to cure said objections. Purchaser shall then notify Seller as to whether Purchaser intends to: (i) waive the particular objection and continue under the terms of this Agreement, provided that the Purchase Price shall be reduced by an amount equal to the diminution in value associated with the uncured objection; (ii) to cure the uncured objection on behalf of Seller by acting as Seller's attorney-in-fact (the appointment of which Seller is deemed to approve by signing and accepting this Agreement) and then reduce the Purchase Price an amount equal to the costs to Purchaser to cure such an objection; or (iii) terminate this Agreement. If Seller elects to cure the objections on its own behalf or Purchaser elects to cure the uncured objections on behalf of Seller, then the accrual of timeframes and periods set forth herein shall be subject to a "standstill" arrangement commencing on the date of receipt by Seller from Purchaser of its notice of objections to title and/or survey and continuing until the date that the objections are cured in Purchaser's sole satisfaction, at which point the standstill arrangement shall terminate and Purchaser shall resume accruing days under said periods. Notwithstanding the foregoing, Purchaser shall be entitled to continue its inspection of the Property during the standstill period. The term "Permitted Exceptions", as used herein, shall mean (i) the title exceptions listed in Schedule B of the Title Commitment which Purchaser approves or is deemed to approve pursuant to this Section 4.1; (ii) any general exceptions and exclusions contained in the standard owner's policy of the Title Company that are not deleted pursuant to the delivery of a standard owner's title affidavit; and (iii) any documents specifically contemplated by this Agreement to be recorded at or prior to Closing. Purchaser shall have until the Closing Date in which to re-examine title to the Property and in which to give Seller written notice of any additional objections to title created after the date of the Title Commitment.

(e) Environmental and Geotechnical Review. With respect to any environmental or geotechnical inspections, investigations or assessments, Seller hereby permits Purchaser and Purchaser's agent(s) to enter upon the Property during normal business hours to conduct any such inspections, investigations or assessments that Purchaser or Purchaser's agent(s) may deem necessary or advisable. Seller acknowledges and agrees that Purchaser shall be entitled to undertake certain land disturbance to the Property in conducting ordinary geotechnical studies which Purchaser deems necessary or advisable (including, but not limited to, taking of samples for testing of evidence of hazardous or other toxic waste contamination or contamination by fuels, oils, lead paint or asbestos; clearing of brush and trees for such inspection activities; drilling a well to determine well-water availability and digging test pits to determine soil compliance for septic systems).

(f) Indemnity by Purchaser. Purchaser shall be liable for and shall indemnify Seller for all costs and expenses, and/or damage or injury to any person or property resulting from Purchaser's negligence in connection with any inspections undertaken by Purchaser.

(g) Termination. If this Agreement is terminated by Purchaser pursuant to this Section 4.1, or under other circumstances set forth in this Agreement pursuant to which Purchaser is entitled to terminate this Agreement, Escrow Agent shall, without being required to consult with Seller or obtain Seller's prior consent, refund the Earnest Money to Purchaser (less and excepting the sum of \$100 which shall be paid over to Seller in consideration of entering into this Agreement) within three (3) business days of receipt of a copy of such notice of termination, and neither party shall have any further obligations under this Agreement except with respect to the obligations that expressly survive termination as provided herein. If Purchaser does not terminate this Agreement prior to the expiration of the Inspection Period, Purchaser shall be entitled to continue its inspection and investigation of the Property at any time through the Closing Date, but Purchaser shall be deemed to have waived its right to terminate this Agreement set forth in Section 4.1 (except for Seller default or except where Purchaser is otherwise expressly allowed to terminate this Agreement as set forth elsewhere herein).

4.2 Special Purchaser Contingencies. Purchaser and Seller acknowledge that Purchaser intends to purchase the Property for purposes of commercial retail and restaurant sales (the "Intended Use"). Purchaser's obligations under this Agreement are subject to the following Purchaser contingencies (together, the "Special Purchaser Contingencies") which shall extend the Inspection Period until such time as Purchaser notifies Seller of the satisfaction thereof:

(a) The City, County, State or other applicable authorities approving the following, as applicable: (i) the development of the Property for the Intended Use, including site plan approval and any necessary re-zoning or zoning variance; and (ii) Purchaser's tenant obtaining a building permit.

(b) Seller has commenced construction of the Lavender Lane Improvements.

(c) Seller reserving the right to or causing Target to grant to Purchaser an easement for utilities, ingress and egress, as may be required, over and across the flag lot conveyed to or to be conveyed to Target by the Seller and adjacent to the Property.

So long as Purchaser or Seller, as may be required, is diligently pursuing the satisfaction of the foregoing Special Purchaser Contingencies, the Inspection Period shall continue to allow sufficient time to satisfy the Special Purchaser Contingencies. If the Purchaser reasonably determines that it will not be possible to satisfy the foregoing Special Purchaser Contingencies or Purchaser receives notice that Seller is unable to satisfy the foregoing Special Purchaser Contingencies as may be required of the Seller, Purchaser shall have the right to terminate this Agreement, the Earnest Money will be promptly refunded to Purchaser, and neither party shall have any further obligations under this Agreement, except with respect to the obligations that expressly survive termination, as provided herein.

Purchaser acknowledges that Seller is one of the approval authorities referenced in this Section 4.2, and that nothing in this Agreement obligates Seller, in its role as the City of Daphne and through its Planning Commission and other applicable departments, to provide any approvals related to the Property.

5.

REPRESENTATIONS AND WARRANTIES BY SELLER

5.1 Representations and Warranties. To induce Purchaser to purchase the Property from Seller, Seller represents and warrants to Purchaser as follows:

(a) Seller has no knowledge of, and has received no notice from, any governmental authority requiring any work, repairs, construction, alterations or installations on or in connection with the Property, or asserting any violation of any federal, state, county or municipal laws, ordinances, codes, orders, regulations or requirements affecting any portion of the Property, including, without limitation, the Americans with Disabilities Act and any applicable Environmental Requirements. There is no action, suit or proceeding pending or threatened against or affecting Seller or the Property or any portion thereof or relating to or arising out of the ownership of the Property, in any court or before or

by any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality.

(b) No assessments or charges for any public improvements have been made against the Property which remain unpaid, no improvements to the Property or any roads or facilities abutting the Property have been made or ordered for which a lien, assessment or charge can be filed or made against the Property, and Seller has no knowledge of any plans for improvements by any governmental or quasi-governmental authority which might result in a special assessment against the Property. Seller has incurred no obligations relating to the installation of or connection to any sanitary sewers or storm sewers which shall be enforceable against the Property, and, to the extent that Seller is obligated to do so, all public improvements ordered, advertised, commenced or completed prior to the date of Closing shall be paid for in full by Seller prior to Closing.

(c) The Property is serviced by or able to be serviced by public water and electricity. Seller has no knowledge of and has received no notice of any present or threatened ban, moratorium or other limitation of any kind on new connections or additional flows to the sewage treatment plant serving or to serve the Property or the conveyance facilities leading to such sewage treatment plant.

(d) To the Seller's knowledge: (i) there has been no disposal, burial or placement of Hazardous Materials on or about the Property; (ii) the Property and Seller are not in violation of any Environmental Requirements; (iii) there is no contamination, pollution or danger of pollution resulting from a condition on or under the Property or on or under any lands in the vicinity of the Property; (iv) there are no storage tanks on the Property; (v) Seller has disclosed to Purchaser all information in Seller's possession relating to the environmental condition of the Property. Seller has not received any information from neighboring property owners indicating they have any concerns about existing environmental conditions that could affect the Property or suggesting they might look to Seller for contribution to clean up such conditions.

(e) There are no management, employment, service, equipment, supply, maintenance, water, sewer, or other utility or concession agreements with municipalities (including improvement or development escrows or bonds) with respect to or affecting the Property which will burden the Property or Purchaser after Closing in any manner whatsoever, except for instruments of record.

(f) The Property has not been registered or certified as "historic" by any local, state or federal governmental entity or historic commission.

(g) There are no wetlands located upon the Property (as defined by applicable federal or state law), nor any wetland restrictions or riparian rights affecting the Property, and no portion of the Property is within the boundaries of the 100 year flood plain other than as delineated on surveys provided to Purchaser in connection herewith or to be provided to Purchaser during the Inspection Period.

(h) Seller is the holder of fee simple title to the Property and there are no other owners having any interest in the Property.

(i) There are no existing leases, whether oral or written, agreements of sale, options, tenancies, licenses or any other claims to possession affecting the Property.

(j) All mortgages affecting the Property, if any, are capable of being released at Closing by a payoff amount that is less than the Purchase Price.

(k) There are no proceedings pending or threatened by or against Seller in bankruptcy, insolvency or reorganization in any state or federal court.

(l) Seller is a municipality existing under the laws of the State of Alabama and has the power and authority to enter into this Agreement and to consummate the transactions herein contemplated. Neither the execution and delivery of this Agreement, nor compliance with the terms and conditions of this Agreement by Seller, nor the consummation of the sale, constitutes or will constitute a violation or breach of the organizational documents of Seller, or of any agreement or other instrument to which it is a party, to which it is subject or by which it is bound. The execution and delivery of this Agreement have been approved by all necessary actions required on the part of Seller to consummate the transaction contemplated hereby. The persons or officers executing this Agreement on behalf of Seller have all requisite authority to execute this Agreement, and this Agreement, as executed, is valid, legal and binding upon Seller.

(m) No representation, statement or warranty by Seller contained in this Agreement or in any exhibit attached hereto contains or will contain any untrue statements or omits or will omit a material fact necessary to make the statement of fact therein recited not misleading. If, after Seller's execution hereof, any event occurs or condition exists which renders any of the representations contained herein untrue or misleading, Seller shall immediately notify Purchaser.

The foregoing representations and warranties shall be deemed to be re-made as of Closing and shall survive Closing.

6. CLOSING

6.1 Closing. Unless the parties mutually agree upon another date, the closing (the "Closing" or the "Closing Date") shall be held on or before the earlier to occur of (a) forty-five (45) calendar days after the expiration of the Inspection Period or (b) fifteen (15) calendar days after Purchaser notifies Seller in writing of Purchaser's intent to close. Purchaser and Seller may be entitled to a "mail-away" closing if either so requests by notice to the other.

6.2 Possession. Possession of the Property shall be delivered to Purchaser at the Closing, subject only to the Permitted Exceptions.

6.3 Proration; Taxes. At Closing, pro-rations of income and expense and the apportionment of taxes shall be as follows:

(a) Income and Expenses. All rents, income, utilities and all other operating expenses and income (the "Income and Expenses") with respect to the Property, if any, for the month in which the Closing occurs, shall be prorated as of 12:01 a.m. on the date of Closing. Subsequent to the Closing, if any such Income and Expenses are actually paid or received, Purchaser and Seller agree to make appropriate adjustments of Income and Expenses after the Closing.

(b) Taxes. Real estate and personal property taxes and other assessments with respect to the Property, if any, for the year in which the Closing occurs shall be prorated as of 12:01 a.m. on the Closing Date. If the Closing shall occur before the tax rate or the assessed valuation of the Property is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation. Subsequent to the Closing, when the tax rate and the assessed valuation of the Property are fixed for the year in which the Closing occurs, the parties agree to adjust the proration of taxes and, if necessary, to refund or repay such sums as shall be necessary to effect such adjustment. If the Property is not assessed as a separate parcel for tax or assessment purposes, then such taxes and assessments attributable to the Property shall be reasonably calculated based upon a calculation of the applicable taxes per acre of the parcel of which the Property is a part. If, as of the Closing, the Property is not being treated as a separate tax parcel, then the Purchaser and Seller shall cooperate to ensure that the Property is assessed separately for tax and assessment purposes within no more than one year from the Closing Date.

(c) Special Assessments. In the event of any special assessments that are levied against the Property in the year of the Closing, such special assessments shall be allocated as follows: (i) Seller shall pay all special assessments related to improvements which have been substantially completed on or before the Closing; and (ii) Purchaser shall pay all special assessments related to improvements which have not been substantially completed on or before the Closing.

The agreements of Seller and Purchaser set forth in this Section 6.3 shall survive the Closing.

6.4 Closing Costs. Except as otherwise expressly provided herein, Seller shall pay, on the Closing Date, all of the cost of the preparation of the deed and customary Seller affidavits and certifications, and Purchaser shall pay, on the Closing Date, the cost of any title insurance policies or commitments, the cost of a title search or abstract of the Property, all recording costs, and the cost of any inspections. The parties shall split the closing agent's fee. Any other closing costs shall be adjusted in accordance with local custom for the County and State where the Property is located. Except as otherwise provided herein, each party shall pay its own attorneys' fees.

6.5 Seller's Obligations at the Closing. At the Closing, Seller shall deliver to Purchaser each of the following documents:

(a) Deed. A General Warranty Deed (the "Deed") executed by Seller conveying good, marketable and insurable fee simple title to the Land and the Improvements located thereon to Purchaser subject to no exceptions other than the Permitted Exceptions.

(b) Foreign Person. An affidavit of Seller certifying that Seller is not a "foreign person," as defined in the Federal Foreign Investment in Real Property Tax Act of 1980, and the 1984 Tax Reform Act, as amended.

(c) Owner's Affidavit. An executed affidavit or other document acceptable to the Title Company in issuing the Owner's Policy without exception for possible lien claims of mechanics, laborers and materialmen or for parties in possession, as applicable.

(d) Mortgage Payoff. Seller shall deliver to Purchaser's attorney any information necessary for Purchaser's attorney to obtain a payoff letter from any mortgagee of record, if any. Seller understands and agrees that the closing proceeds will be applied to terminate any mortgage or record prior to any disbursement being made to Seller.

(e) Closing Statement. A closing statement setting forth the allocation of closing costs, purchase proceeds, etc.

(f) Evidence of Authority. If the seller is a legal entity, such consents and authorizations as Purchaser may reasonably deem necessary to evidence authorization of Seller for the sale of the Property, the execution and delivery of any documents required in connection with Closing and the taking of all action to be taken by the Seller in connection with Closing.

(g) Cancellation of Agreements. Proof of cancellation of all agreements affecting the Property which would extend beyond the Closing Date which are not expressly assumed by the Purchaser.

(h) Other Documentation. Such other documents as may be reasonable and necessary in the opinion of the Purchaser or its counsel to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions of this Agreement.

6.6 Purchaser's Obligations at the Closing. At the Closing, Purchaser shall deliver to Seller the following:

(a) Purchase Price. The balance of the Purchase Price by certified check, bank check or wire transfer of immediately available U.S. funds.

(b) Closing Statement. A closing statement setting forth the allocation of closing costs, purchase proceeds, etc.

(c) Certificate of Existence/Good Standing. If the Purchaser (or its assignee) is a legal entity, a certificate from the jurisdiction of organization of the Purchaser certifying that the Purchaser has corporate existence and is in good standing in such jurisdiction.

(d) Evidence of Authority. If the Purchaser (or its assignee) is a legal entity, such consents and authorizations as Seller may reasonably deem necessary to evidence authorization of Purchaser for the purchase of the Property, the execution and delivery of any documents required in connection with Closing and the taking of all action to be taken by the Purchaser in connection with Closing.

(e) Other Documentation. Such other documents as may be reasonable and necessary in the opinion of the Seller or its counsel to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions of this Agreement.

6.7 Conditions Precedent to Purchaser's Obligations. Purchaser's obligations at Closing (including, but not limited to, the disbursement of proceeds and documents) are subject to the issuance of the Title Commitment by the Title Company, "marked down" through Closing, subject only to the Permitted Exceptions.

7. RISK OF LOSS

7.1 Condemnation. If, prior to the Closing, action is initiated to take any of the Property by eminent domain proceedings or by deed in lieu thereof, Purchaser may either (a) terminate this Agreement, or (b) consummate the Closing, in which latter event the award of the condemning authority shall be assigned to Purchaser at the Closing.

8. DEFAULT

8.1 Breach by Seller. In the event that Seller shall fail to perform its obligation to close the transaction as contemplated herein (A) for any reason other than (i) Purchaser's default, (ii) Purchaser's termination of this Agreement or (iii) as otherwise allowed herein; or (B) if Seller otherwise breaches its representations and warranties or other obligations pursuant to this Agreement, then Purchaser may, in its sole discretion, either (i) enforce this Agreement and the purchase and sale transaction contemplated herein by specific performance (except that Purchaser shall have all remedies in law and/or equity in the event specific performance is not an available remedy due to a willful breach of this Agreement by Seller) or (ii) terminate this Agreement, whereupon the Earnest Money shall be refunded to Purchaser, this Agreement shall be deemed canceled and terminated and neither party shall have any further obligation or liability to the other hereunder, except that Seller shall be responsible for reimbursing Purchaser its actual third party out of pocket expenses and fees relating to this Agreement, including, without limitation, its due diligence and approval efforts, up to a maximum of \$150,000.00. Notwithstanding the foregoing, the failure by either party to satisfy the Special Purchaser Contingencies set forth in Section 4.2 shall not constitute a breach by Seller and shall not entitle Purchaser to the reimbursement remedy described in this Section 8.1. Nothing contained in this Section 8.1 shall be deemed to limit or impair Purchaser's rights to seek damages from Seller for any breach by Seller of any of the representations and warranties set forth in Section 5 above discovered by Purchaser at any time after the Closing Date.

8.2 Breach by Purchaser. If Purchaser breaches this Agreement, Seller may, as Seller's sole remedy and relief hereunder, terminate this Agreement and thereupon be entitled to receive the Earnest Money as liquidated damages (and not as a penalty). Seller and Purchaser have made the above provision for liquidated damages because it would be difficult to calculate, on the date hereof, the amount of actual damages for such breach, and that these sums represent reasonable compensation to Seller for such breach.

8.3 Return/Delivery of Earnest Money. In the event the Earnest Money is delivered to the Seller, as provided in Section 8.2 above, upon the return or delivery of the same, the parties hereto shall have no further rights, obligations or liabilities with respect to each other hereunder, except for such obligations which expressly survive termination as provided in this Agreement.

8.4 Notice and Cure Rights. In the event of a default under any covenant contained in this Agreement, the non-defaulting party shall give the defaulting party notice of such default, specifying in reasonable detail the nature of the default. Thereafter the defaulting party shall have fifteen (15) days from the date notice of default is given to cure the default. If the defaulting party cures the default within the 15-day period, it shall not incur any liability to the other party for the default. Each party shall reasonably cooperate with any and all attempts by the other to cure any default within the cure-period.

9. SELLER COVENANTS

9.1 Future Operations. From the Effective Date until the Closing or earlier termination of this Agreement, Seller will (a) keep, maintain and, if applicable, operate the Property in substantially the same condition and manner as of the Effective Date, reasonable wear and tear excepted; and (b) promptly advise Purchaser within five (5) days receipt of notice of any of the following: litigation, arbitration or administrative hearing from the City, County, State or any other authority or otherwise concerning the Property arising or threatened of which Seller has written notice; special assessments or proposed increases in the valuation of the Property; condemnation or eminent domain proceedings affecting any portion of the Property; citations or notices regarding failures to maintain any permits or licenses for the Property; and liens affecting the Property. Seller shall take no action that might materially damage or adversely affect the value of the Property after the Effective Date, and shall not cause or suffer any waste of the Property. The Property shall be in substantially the same condition on the Closing Date as on the Effective Date except as otherwise provided in this Agreement, and Seller shall make all necessary repairs and replacements until the Closing as necessary to comply with the requirements hereof. Until Closing, Seller shall maintain such casualty and liability insurance on the Property as is presently being maintained.

9.2 Leases, Easements Etc. So long as this Agreement remains in effect, Seller shall not enter into any leases, easements or other documents affecting the Property without the prior written consent of the Purchaser. From the Effective Date through the Closing, Seller shall not undertake any action with respect to the Property or the operation thereof outside the ordinary course of business without Purchaser's prior written consent.

9.3 Seller Cooperation. Seller agrees to cooperate with Purchaser's efforts in obtaining such governmental approvals as may be necessary for Purchaser to develop the Property for Purchaser's Intended Use, including signing such affidavits, petitions and applications and attending such meetings as may be reasonably requested by Purchaser or required by governmental officials in the City, County and State in which the Property is located, provided that Seller shall not be obligated to incur any but nominal expense in the foregoing. Purchaser shall be responsible for all of its costs and expenses associated such approvals.

10. MISCELLANEOUS

10.1 Notices. All notices, demands and requests which may be given or which are required to be given by either party to the other under this Agreement, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective: (i) immediately, when personally delivered

to the intended recipient; (ii) five (5) business days after having been sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (iii) immediately, when delivered in person to the address set forth below for the party to whom the notice was given; (iv) the business day next following after having been deposited into the custody of a nationally recognized overnight delivery service, addressed to such party at the address specified below; or (v) immediately, upon actual receipt. Any notice sent as required by this section and refused by recipient shall be deemed delivered as of the date of such refusal. For purposes of this Section 10.1, the addresses and facsimile numbers of the parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

If to the Seller: Office of the Mayor
1705 Main St
Daphne, AL 36526
P: 251-620-2000

With a copy to:
City of Daphne – City Clerk
1705 Main St
Daphne, AL 36526

With a copy to:
Jay Ross, Esq.
Adams and Reese
11 North Water Street, Suite 23200
Mobile, AL 36602
P: 251-433-3234

If to the Purchaser: Philip G. Burton
41 West I-65 Service Road North Suite 310
Mobile, Alabama 36608
P: 251-380-7238

with a copy to:

Kathy Sherman
41 West I-65 Service Road North Suite 310
Mobile, Alabama 36608
P: 251-380-7234

10.2 Real Estate Commissions. Purchaser and Seller acknowledge that neither party has dealt with any brokers in connection with this transaction. Seller and Purchaser, each hereby agrees to indemnify and hold harmless the other from and against any and all claims for broker's fees or similar charges with respect to this transaction, arising by, through or under the indemnifying party, and each further agrees to indemnify and hold harmless the other from any loss or damage resulting from an inaccuracy in the representations contained in this Section 10.2. This indemnification agreement of the parties shall survive the Closing.

10.3 Time of Essence; Computation of Time. Time is of the essence in this Agreement. In computing any period of time prescribed or allowed by this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, Sunday or legal holiday under the laws of the United States or the State, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday nor a legal holiday, and the computation of any designated period of time that is calculated from the expiration

of a previous period that ended on the next day which is neither a Saturday, Sunday nor a legal holiday shall commence on said next day. For purposes of this Agreement, the term "business day" shall mean any day which is not a Saturday, Sunday or legal holiday.

10.4 Successors and Assigns; Assignment. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns. Purchaser shall have the right to freely assign its rights under this Agreement.

10.5 Attorneys' Fees. In the event it becomes necessary for either party hereto to file suit to enforce this Agreement or any provision contained herein, the party prevailing in such suit shall be entitled to recover, in addition to all other remedies or damages, as provided herein, reasonable attorneys' fees, paralegal fees and cost incurred in such suit at trial, appellate, bankruptcy and/or administrative proceedings.

10.6 Section 1031 Exchange. Either Purchaser or Seller may consummate the sale and purchase of the Property as part of a so-called like kind exchange (the "Exchange") pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, provided that: (i) the Closing shall not be delayed or affected by reason for the Exchange nor shall the consummation or accomplishment of the Exchange be a condition to the exchanging party's obligations under this Agreement; and (ii) the non-exchanging party shall not be required to acquire or hold title to any real property for purposes of consummating the Exchange; (iii) the non-exchanging party shall not, by this agreement or acquiescence to the Exchange have its rights under this Agreement affected or diminished in any manner; (iv) the non-exchanging party shall not be responsible for compliance with or be deemed to have warranted to the exchanging party that the Exchange in fact complies with Section 1031 of the Internal Revenue Code of 1986, as amended; and (v) all additional transaction costs incurred by reason of the Exchange shall be the sole responsibility of the exchanging party.

10.7 Standard Marketing Signage. Beginning on the Effective Date and continuing until the earlier of Closing or termination of this Agreement, Seller shall permit Purchaser to install Purchaser's standard, "For Information" sign on the Property.

10.8 Standstill. From and after the Effective Date and unless this Agreement is terminated in accordance with its terms, Seller hereby agrees that Seller shall not enter into any back-up agreements to sell, ground lease or otherwise convey the Property in the event that Purchaser fails to purchase the Property.

10.9 Confidentiality. Without the prior written consent of the other party, neither Seller nor Purchaser will disclose to any person or entity, other than their legal counsel, a proposed lender, prospective investors, prospective tenants, necessary governmental authorities and/or other agents with a reasonable need to know such information, either the fact that this Agreement has been entered into or any of the terms, conditions or other facts with respect thereto, including the status thereof. Notwithstanding the foregoing, Purchaser acknowledges that Seller is subject to the Alabama Open Meetings Act and public records laws and that Seller's disclosure of this Agreement may be required by law. Purchaser further acknowledges and agrees that Seller's disclosure of this Agreement shall not be considered a breach of this Agreement.

10.10 Force Majeure. Neither Purchaser nor Seller will have liability to the other, nor will any have any right to declare a default hereunder or terminate this Agreement because of the other's failure to perform any of its obligations in the Agreement if the failure is due to reasons beyond the party's reasonable control, including, without limitation, strikes or other labor difficulties, war, riot, civil insurrection, acts of God, governmental preemption in connection with a national emergency, hurricanes, and/or acts of terrorism, which for purposes of this Agreement shall be defined as reasons of "Force Majeure." If the party fails to perform its obligations because of any reasons of Force Majeure, the period for the party's performance will be extended day for day for the duration of the foregoing cause of such party's failure, provided notwithstanding such events, the party has in good faith, with due diligence, attempted to perform said obligations and continues to do so until completion thereof as soon as reasonably possible.

10.11 Miscellaneous. This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter hereof, which are not expressly set forth herein. This Agreement may be amended only by a written instrument executed by the party or parties to be bound thereby. This Agreement shall not be effective unless signed by both Purchaser and Seller. As used in this Agreement, the terms "execution of this Agreement", "Effective Date", "Date of this Agreement" or "date hereof" shall mean and refer to the date of execution of the last of Purchaser or Seller to execute this Agreement as set forth below. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement. This Agreement shall be governed by the laws of the state in which the Land is located. All of the parties to this Agreement have participated freely in the negotiation and preparation hereof; accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto. As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural number shall each include the others whenever the context so indicates. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement. No delay or omission of one party to exercise any right or power arising from any default on part of the other party shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence thereto. Notwithstanding the confidentiality requirements of this Agreement, Purchaser shall be permitted to record a memorandum of this Agreement including those terms it deems appropriate in the public records of the County. The Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute the same instrument.

[Remainder of Page Left Blank Intentionally]

[Signature Page for Purchase and Sale Agreement]

For good and valuable consideration, the parties hereto have caused this Agreement to be executed under seal by persons duly empowered to bind the parties to perform their respective obligations hereunder the day and year set forth beside their respective signatures.

SELLER:

CITY OF DAPHNE, ALABAMA

Date: _____

By: _____
Robin LeJeune, its Mayor

ATTEST:

Candace G. Antinarella, City Clerk

PURCHASER:

BURTON PROPERTY GROUP, LLC

Date: _____

By: _____
Philip G. Burton, its President

WITNESS:

EXHIBIT A

LAND

DESCRIPTION:

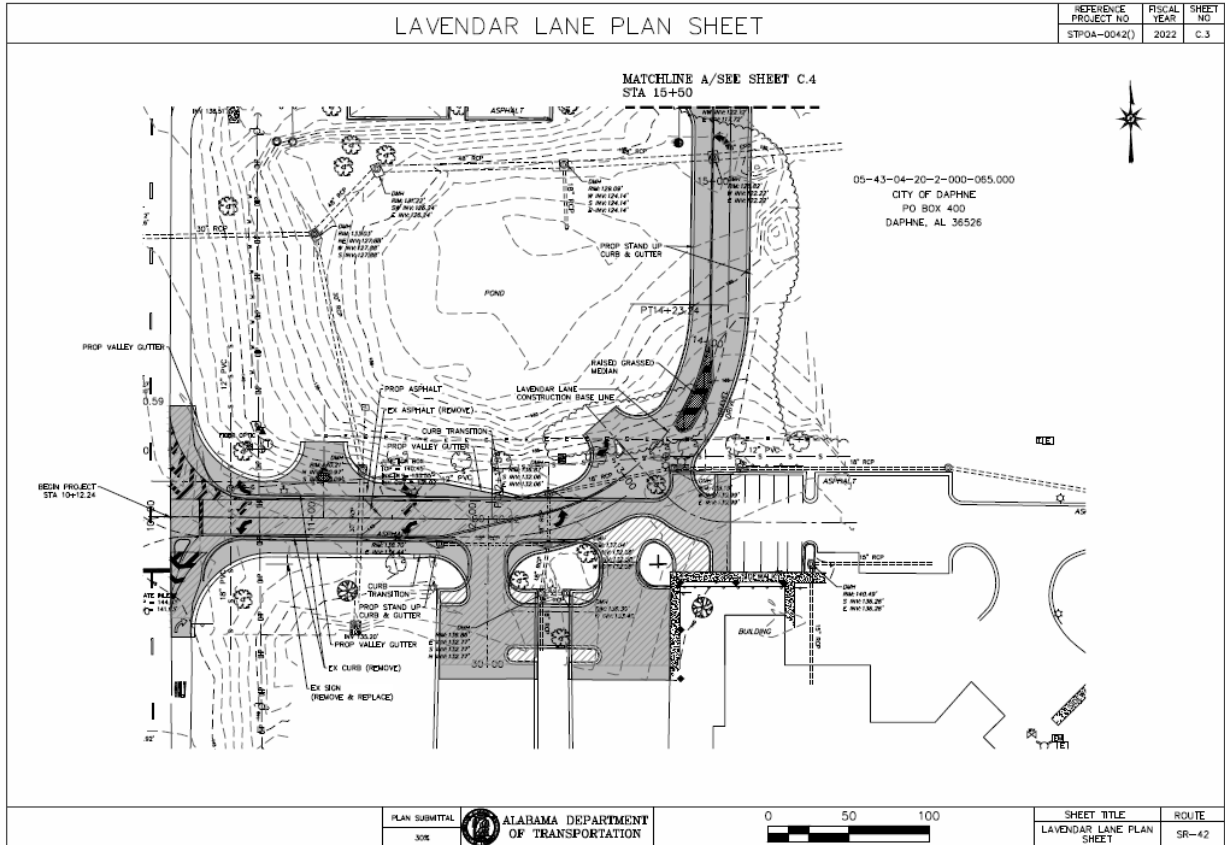
A PORTION OF LANDS DESCRIBED IN REAL PROPERTY BOOK 491, PAGE 1287, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; RUN THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID SECTION 20, A DISTANCE OF 990 FEET TO A POINT; THENCE RUN EAST 1546.65 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 98; THENCE RUN SOUTH 00°14'12" EAST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 195.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°14'12" EAST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 10.51 FEET; THENCE RUN NORTH 89°45'48" EAST, DEPARTING SAID EAST RIGHT-OF-WAY, A DISTANCE OF 104.31 FEET; THENCE RUN SOUTH 78°27'41" EAST, A DISTANCE OF 45.27 FEET; THENCE RUN ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 18.00 FEET, AN ARC DISTANCE OF 6.98 FEET, (CHORD BEARS SOUTH 89°34'42" EAST, A DISTANCE OF 6.94 FEET); THENCE RUN ALONG A COMPOUND CURVE TO THE LEFT, HAVING A RADIUS OF 117.00 FEET, AN ARC DISTANCE OF 26.90 FEET, (CHORD BEARS NORTH 72°43'04" EAST, A DISTANCE OF 26.84 FEET); THENCE RUN ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 121.09 FEET, AN ARC DISTANCE OF 131.75 FEET, (CHORD BEARS NORTH 32°39'42" EAST, A DISTANCE OF 125.35 FEET); THENCE RUN NORTH 00°43'53" EAST, A DISTANCE OF 99.45 FEET TO A POINT ON A LINE PARALLEL WITH AND 1.00 FEET SOUTH OF THE SOUTH LINE OF BAKER SUBDIVISION, AS SHOWN IN MAP OR PLAT THEREOF RECORDED IN SLIDE 1912-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 89°49'14" WEST, ALONG A LINE PARALLEL WITH AND 1.00 FEET SOUTH OF SAID SOUTH LINE OF BAKER SUBDIVISION, A DISTANCE OF 250.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 1.00 FEET EAST OF THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY NO. 98; THENCE RUN SOUTH 00°14'12" EAST, ALONG A LINE PARALLEL WITH AND 1.00 FEET EAST OF SAID EAST RIGHT-OF-WAY OF U.S. HIGHWAY NO. 98, A DISTANCE OF 186.02 FEET; THENCE RUN NORTH 89°45'48" EAST, A DISTANCE OF 10.00 FEET; THENCE RUN SOUTH 00°14'12" EAST, A DISTANCE OF 8.51 FEET; THENCE RUN SOUTH 89°45'48" WEST, A DISTANCE OF 11.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 49,121 SQUARE FEET (1.13 ACRES) MORE OR LESS, AND LIES IN SECTION 20, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

EXHIBIT B

LAVENDER LANE IMPROVEMENTS



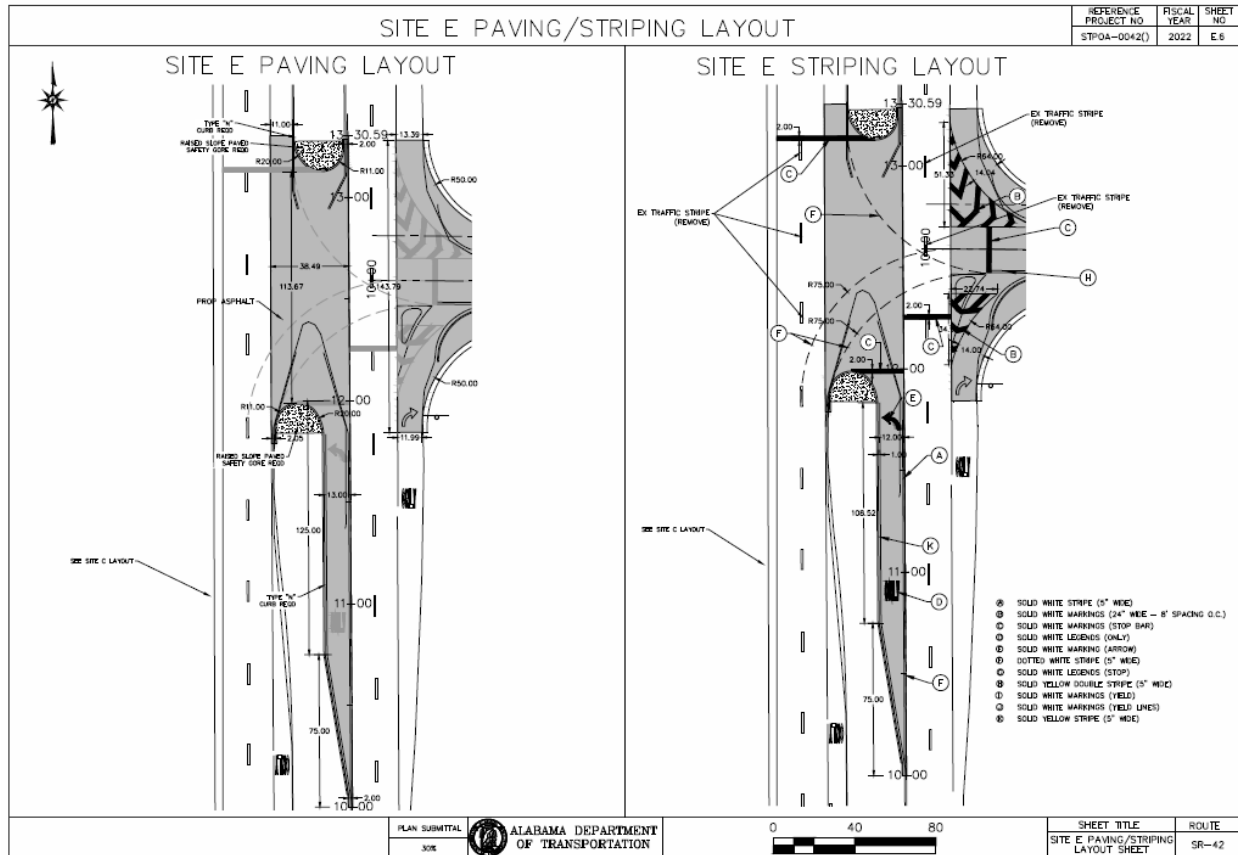


EXHIBIT C

SELLER DELIVERIES

- (a) all environmental assessments, reports and studies respecting the Property;
- (b) any existing geotechnical reports on the Property;
- (c) development plan(s), including all documents relating to PUD, Conditions of Approval placed on the Property by the applicable governing authorities, any Declarations, and any Reciprocal Easement Agreements affecting the Property or adjacent property;
- (d) any and all leases, rental agreements, licenses, contracts and(or) other agreements affecting the Property;
- (e) any wetland reports, studies and/or assessments affecting the Property;
- (f) copies of all building and other plans and specifications pertaining to the buildings and improvements located on the Property;
- (g) copies of all permits, approvals, consents, licenses and certificates concerning any construction on the Property and any current operations occurring on the Property (including, without limitation, any temporary or other certificate of occupancy);
- (h) evidence of zoning and zoning compliance;
- (i) warranties and guaranties issued in favor of Seller and/or its affiliates and/or agents relating to any portion of the buildings and improvements located on the Property;
- (j) copies of real estate tax bills for the current tax year and two (2) prior tax years for the Property;
- (k) any insurance claims history for the Property made during the time Seller has owned the Property, and current insurance bill; and
- (l) Seller's Owner's Title Policy, together with copies of all documents listed as exceptions herein.

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2022-17**

MAYDAY PARK PIER REPAIR PLANS AND SPECIFICATIONS

WHEREAS, Ordinance 2021-49 approved and adopted the Fiscal Year 2022 Budget on September 20, 2021; and

WHEREAS, subsequent to the adoption of the Fiscal Year 2022 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2022 budget; and

WHEREAS, the Mayday Park pier has visible damage and for safety purposes a professional inspection was needed to determine the extent of the deterioration and damage so repairs can be made; and

WHEREAS, Neel-Schaffer, Inc. performed the inspection and noted several deficiencies requiring repair; and

WHEREAS, an appropriation is needed for engineering services for Neel-Schaffer to provide pier repair plans and specifications to correct these deficiencies noted in the inspection.

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

- 1) Funds in the amount of **\$12,500** from the **General Fund** are hereby appropriated and made a part of the Fiscal Year 2022 Budget for engineering services to provide repair plans and specifications for Mayday Park pier.
- 2) The Mayor is hereby authorized to execute any and all documents required to enter into an agreement with Neel-Schaffer, Inc. for these services.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS _____ DAY OF _____, 2022.

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, CMC, City Clerk

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2022-18**

**APPROPRIATION: TO PARTICIPATE IN THE BALDWIN COUNTY HUMANE SOCIETY
EXCHANGE OF SERVICES ANNUAL AGREEMENT: FERAL AND COMMUNITY CAT
PROGRAM**

WHEREAS, Ordinance 2021-49 approved and adopted the Fiscal Year 2022 Budget on September 20, 2021; and

WHEREAS, subsequent to the adoption of the Fiscal Year 2022 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2022 budget; and

WHEREAS, the Baldwin County Humane Society provides valuable services to Baldwin County; and

WHEREAS, the mission of the Baldwin County Feral and Community Cat Program is to provide cost effective spay, neuter and limited lifesaving and public health veterinary services for unowned feral and community cats; and

WHEREAS, the program will include the ongoing Trap, Neuter and Return (TNR) Projects for stray and feral cats in order to stabilize cat colonies and help to control costs previously spent on ineffective animal control initiatives and overcrowded shelters; and

WHEREAS, this program is designed to provide a positive public reaction, fundraising platforms, partnership opportunities, media exposure, and support from staff, volunteers, other like-minded organizations, and the community at large; and

WHEREAS, the annual cost to participate in the program is \$12,000, payable in twelve monthly installments of \$1,000; and

WHEREAS, an appropriation in the amount of \$7,000 is needed to participate in the Baldwin County Humane Society Feral and Community Cat Program for the remainder of FY2022.

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

1. Funds from the General Fund are hereby appropriated and made a part of the Fiscal Year 2022 budget in the amount of \$7,000 to enter into the Baldwin County Humane Society Exchange of Services Annual Agreement.
2. The Mayor is hereby authorized to execute any and all documents required in order for the City of Daphne to participate in such project.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS _____ DAY OF _____, 2022.

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, CMC, City Clerk

**CITY OF DAPHNE
ORDINANCE 2022-19**

An Ordinance of the City of Daphne, Alabama, to Protect the Health, Safety, and General Welfare of Its Citizens Relating to Petitions to Rezone or Pre-Zone Land to Either R-7 (A) Apartment District, R-7 (M) Mid-Rise Condominium, R-7 (T), Townhouse, or PUD, Planned United Development Where the Proposed Use Will Include Either Apartments, Mid-Rise Condominiums or Townhouses

WHEREAS, there has been rapid and considerable development in and around the City of Daphne; and,

WHEREAS, the City of Daphne continues to review and revise its planning efforts to continue to enhance the quality of life for its citizens considering unprecedented growth the City is experiencing; and,

WHEREAS, the City of Daphne has adopted the City of Daphne Land Use and Development Ordinance that regulates land use, zoning, and subdivisions; and,

WHEREAS, the City has commissioned a Comprehensive Master Plan for the corporate limits and extra-territorial planning jurisdiction for 2020-2040; and,

WHEREAS, the City Council desires to review existing subdivision and zoning ordinances regarding multifamily developments, density, ratios, and related access management, traffic impacts, and associated issues; and,

WHEREAS, placing a moratorium of limited duration and scope would be in the public interest and promote orderly land development by allowing the City to review its existing ordinances relating to multifamily developments in conjunction with the pending Comprehensive Master Plan; and

WHEREAS, the City Council adopted Ordinance 2022-45 imposing a 180 day moratorium which expires March 13, 2022. The city council desires to extend the moratorium for an additional 180 days to review and complete its review of existing subdivision and zoning ordinances regarding multifamily developments, density, ratios, and related access management, traffic impacts, and associated issues; and,

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

1. An additional temporary moratorium is established. Except as hereafter set forth, a moratorium is imposed on the acceptance of applications for rezoning or pre-zoning that would result in the development of multi-family dwelling units, whether in a complex or in any other such unified development, whether in whole or part of a development scheme. This includes apartments, townhouses, condominiums, duplexes, mid-rise condominiums, and high-rise condominiums within the corporate limits of the City of Daphne.

2. Exemption of current applications for apartments, townhouses, condominiums, mid-rise condominiums, and high-rise condominiums. Applications which were submitted and accepted as complete applications prior to the effective date of this ordinance, applications now under review by the Planning Commission, and applications already approved by the Planning Commission are exempted from this moratorium.

3. Effective period. The moratorium shall be effective immediately upon passage and publication as required by law, and shall continue for a period of one hundred and eighty (180) days unless terminated sooner or extended by action of the Daphne City Council.

4. Severability. Should any provision of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any provision of this Ordinance be pre-empted by State or Federal law or regulation, such decision of pre-emption shall not affect the validity of the remaining provisions of this Ordinance or its application to other persons or circumstances.

**ADOPTED AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE
CITY OF DAPHNE, ALABAMA, ON THIS THE _____ DAY OF _____, 2022.**

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, CMC, City Clerk

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2022-20**

**Zoning District Map
Revision to the City of Daphne Land Use and Development Ordinance**

WHEREAS, the Planning Commission of the City of Daphne, Alabama at their regular meeting held on December 16, 2021, favorably recommended to the City Council of the City of Daphne certain amendments to the Daphne Land Use and Development Ordinance / Zoning District Map approved and adopted by Ordinance No. 2011-54, referenced in Appendix H “Exhibit A” thereof, and amended by Ordinance No. 2016-69, Ordinance No. 2017-49, Ordinance No. 2018-02, Ordinance 2018-27, Ordinance 2019-19, Ordinance 2020-12 and Ordinance 2020-28; and

WHEREAS, said amendments are necessary due to various rezoning and annexation requests which have been approved since the adoption of Ordinance No. 2020-28; and

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

WHEREAS, a public hearing regarding the proposed Zoning District Map amendments was held by the City Council on March 7, 2022; and

WHEREAS, the City Council of the City of Daphne after due consideration and upon recommendation of the Planning Commission believe it in the best interest of the health, safety and welfare of the citizens of the City of Daphne to amend said Zoning District Map as recommended; and

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

SECTION I: ZONING DISTRICT MAP

The Zoning District Map referenced hereto as Exhibit “A” shall be the official zoning map of the City of Daphne, Alabama and shall be further designated in Appendix H of the City of Daphne Land Use and Development Ordinance, as set forth in Ordinance No. 2011-54 and its amendments.

SECTION II: REPEALER

Ordinance No. 2011-54, Appendix H “Exhibit A”, Ordinance No. 2016-69, Ordinance No. 2017-49, Ordinance No. 2018-02, Ordinance 2018-27, Ordinance 2019-19, Ordinance 2020-12 and Ordinance 2020-28 are hereby repealed, and any Ordinance(s), parts of Ordinance(s) or Resolution(s) conflicting with the provisions of this Ordinance are hereby repealed insofar as they conflict.

SECTION III: EFFECTIVE DATE

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

**ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA
ON THIS _____ DAY OF _____, 2022.**

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, CMC, City Clerk

Zoning and Street Map Edits: July 1, 2020 through November 30, 2021

Legislative Annexation	Governor Approval Date	Act #	Zoning Classification	Property Size (Acres)
N/A				
Annexation by Council Action	Council Approval Date	Council Action Ordinance #		Property Size (Acres)
Corte Road and Austin Road extension	10/21/20	2020-30		13 ac
AJD Family Limited Partnership	02/01/21	2021-05		1.84 ac
Chaffin, Milstead, and Milstead	07/06/21	2021-30		17.92 ac
Joseph Mancini	11/01/21	2021-57		53.46 ac
Prezoning	Council Approval Date	Ordinance #	Zoning Classification	Property Size (Acres)
AJD Family Limited Partnership	02/01/21	2021-04	B-2	1.84 ac
Chaffin, Milstead, and Milstead	07/06/21	2021-31	PUD	17.92 ac
Joseph Mancini	11/01/21	2021-56	PUD	53.46 ac
Rezoning Petitions	Council Approval Date	Ordinance #	Old/New Zoning Classification	Property Size (Acres)
Forestar USA Real Estate Group, Inc.	9/08/20	2020-27	PUD to R-1	13.6
ORDG, LLC	11/16/20	2020-38	B-3/R-6(G)	1.15
Burris Warner, LLC	03/01/21	2021-09	R-1 to R-2	0.77
Destiny Church International, Inc.	04/19/21	2021-17	R-2, R-3 and R-4 to R-3 and R-6(G)	19
Satterwhite	07/06/21	2021-29	B-3 to R-3	1.22
BN Properties, LLC	08/02/21	2021-39	B-3 to B-1(A)	1.21
Street Acceptances	Approved	Resolution #	Linear Feet	Miles
Diamante Subdivision Phase 2	7/06/20	2020-35	2,331.22	0.4415
Jubilee Farms Phase 6	10/05/20	2020-53	4,026.00	0.7625
Jubilee Farms Phase 7	04/19/21	2021-11	5,602	1.04
Jubilee Farms Phase 8	04/19/21	2021-12	1,191	0.26
Jubilee Farms Phase 15	06/07/21	2021-20	1,367	0.25
Diamante Phase 3	07/06/21	2021-22	2,106	0.423
Jubilee Farms Phase 9	09/20/21	2021-36	1,260	0.23
Jubilee Farms Phase 10	09/20/21	2021-37	3,232	0.61