

CITY OF DAPHNE
1705 MAIN STREET, DAPHNE, AL
CITY COUNCIL BUSINESS MEETING AGENDA
Monday, June 19, 2023
6:00 P.M.

1. CALL TO ORDER

2. ROLL CALL

INVOCATION

Pastor Jimmy Bowers, Church of the Highlands

PLEDGE OF ALLEGIANCE

PUBLIC HEARING: Roy A. Wulff and Cynthia J. Wulff Revocable Trust Dated 12/14/2016 Pre-Zoning Amendment

PUBLIC HEARING: Roy A. Wulff and Cynthia J. Wulff Revocable Trust Dated 12/14/2016 Annexation Petition

PUBLIC HEARING: Proposed Amendments to the Land Use and Development Ordinance to amend Articles 35 and 36

3. APPROVE MINUTES: June 5, 2023 regular meeting

4. REPORTS OF STANDING COMMITTEES

A. FINANCE COMMITTEE – Goodlin

B. BUILDINGS & PROPERTY COMMITTEE – Coleman

Review the minutes from the May 2023 meeting and the May 2023 new Construction and Building Reports.

Certificates of Occupancy: 20

Permits Issues: 288

New Residential Home Permits: 40

Total Fees: \$147,875.62

C. PUBLIC SAFETY COMMITTEE – Hughes

D. CODE ENFORCEMENT/ORDINANCE COMMITTEE – Olen

E. PUBLIC WORKS COMMITTEE – Conaway

Review the minutes from the May 1st meeting.

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS

A. BOARD OF ZONING ADJUSTMENTS – Adrienne Jones

Review the minutes from the March 2nd meeting.

B. DAPHNE PUBLIC SCHOOL COMMISSION – Conaway

C. DOWNTOWN REDEVELOPMENT AUTHORITY – Conaway

D. INDUSTRIAL DEVELOPMENT BOARD – Scott

E. LIBRARY BOARD – Goodlin

F. PLANNING COMMISSION – Olen

G. RECREATION BOARD – Hughes

City Council Agenda – June 19, 2023

- H. UTILITY BOARD – Phillips**
Review the minutes from the April 26th meeting.

6. PUBLIC PARTICIPATION

7. MAYOR’S REPORT

8. CITY ATTORNEY REPORT

9. DEPARTMENT HEAD REPORTS

10. CITY CLERK’S REPORT

MOTION to approve the Back to School Bash on August 11, 2023 from 5:00 – 8:00pm at Joe Louis Patrick Park.

11. RESOLUTIONS & ORDINANCES

A. RESOLUTIONS:

2023 – 35 – Bid Award: S-Concrete Material – Negotiated

2nd READ ORDINANCES:

1st READ ORDINANCE:

2023 – 20 – Ordinance Granting Non-Exclusive Authorization to Spire Gulf Inc. for the Purpose of Constructing and Maintaining a Gas Distribution System within Certain Public Rights-of-Way within the City of Daphne, Alabama

2023 – 21 – Ordinance to Amend the Variable Interest Rate Index set forth in Ordinance 2009-06 Pursuant to which the City issues Its Gulf Opportunity Zone Limited Obligation Note (Tameron Automotive Eastern Shore Project) to Induce Tameron Properties, LLC, to Maintain the Location of Its Eastern Shore Tameron Automotive Dealership Facility within the Corporate Limits of the City Thereby Preserving and Enhancing the City’s Tax Base

12. COUNCIL COMMENTS

13. ADJOURN



**COMMUNITY DEVELOPMENT
INTERNAL MEMORANDUM**

DATE: May 8, 2023
TO: Office of the City Clerk
FROM: Adrienne Jones, AICP, Director of Community Development *AJ*
SUBJECT: Roy A. Wulff and Cynthia J. Wulff Revocable Trust Dated 12/14/2016 Pre-Zoning Amendment

PRESENT ZONING: RSF-E, Residential Single Family Estate, Baldwin County District 15, in the Extraterritorial Planning Jurisdiction of Daphne

PROPOSED PRE-ZONING: B-1(a), Limited Local Business

LOCATION: Northeast of Alabama Highway 181 and Belgrove Avenue

RECOMMENDATION: At the May 4, 2023 special called meeting of the City of Daphne Planning Commission, eight 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
6. Citizen Comments

PRE-ZONING REQUEST
ROY A. AND CYNTHIA J. WULFF
REVOCABLE TRUST (DATED 12/14/16)



STAFF RECOMMENDS
B-1(A), LIMITED LOCAL BUSINESS



ROY A. WULFF & CYNTHIA J. WULFF REVOCABLE TRUST 12/14/16
Pre-zoning Amendment

Zoning Classification:

Baldwin County RSF-E, Residential Single Family Estate (ETJ)

Surrounding Zonings/Uses:

- **North**—RA, Rural Agriculture Undeveloped (ETJ)
- **South**—B-1(a), Limited Local Business/Undeveloped
- **West**—RR, Rural Residential/Rural Residential dwelling
- **East** —RSF-2, Residential Single Family District/Residences-Belgrove Estates

Existing Utility Service Providers: Riviera Utilities, AT&T, Daphne Utilities, Baldwin County Sewer

Affected City Service Providers: Fire Station 3, Police Beat 3, Public Works

Staff Recommendation to PC: Favorable recommendation to City Council as a B-1(a)

Proposed Zoning:

B-1(a), Limited Local Business

Development Concept:

Retail/Office

Council District:

4

Existing Conditions:

6 ac

PC Recommendation to

Council: Favorable recommendation to City Council as a B-1(a)

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.

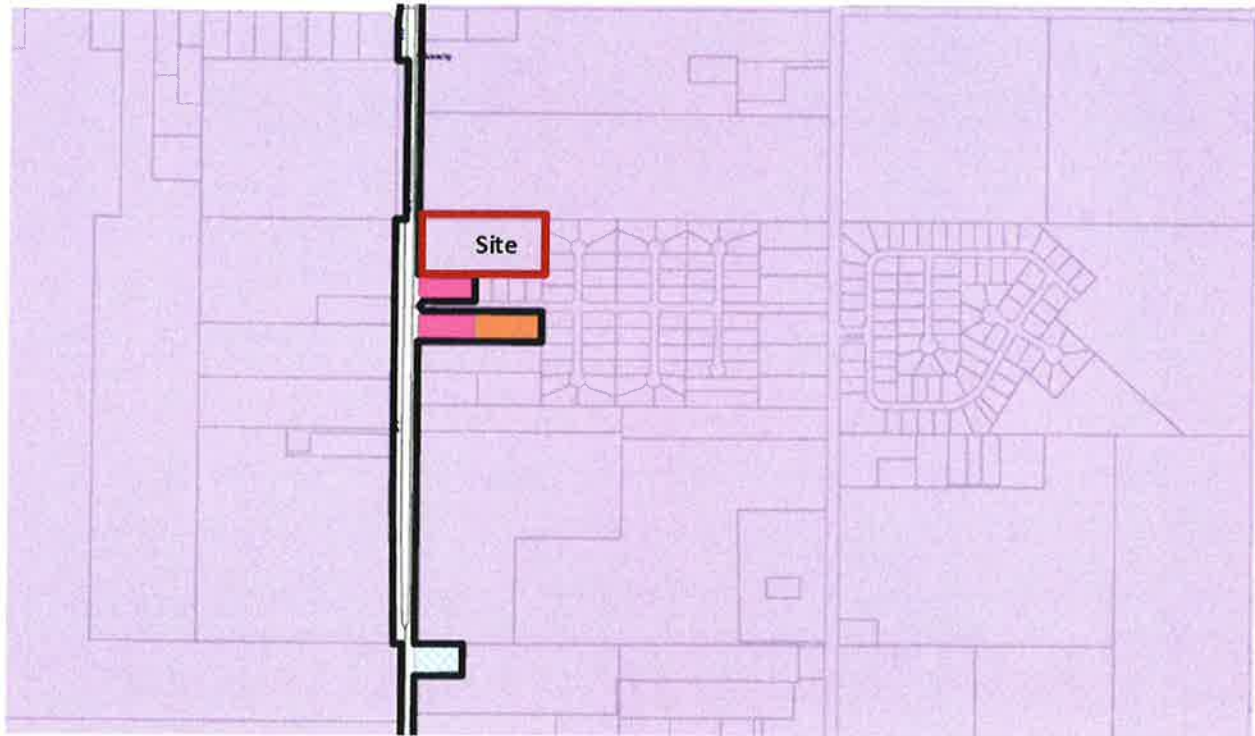
Goal: Grow sensibly by anticipating land use needs. Objective: Promote and manage growth on undeveloped lands in a manner that will be compatible with, and complementary to, existing adjacent developed properties. Objective: Encourage planned unit developments which are beneficial to residents and which 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:

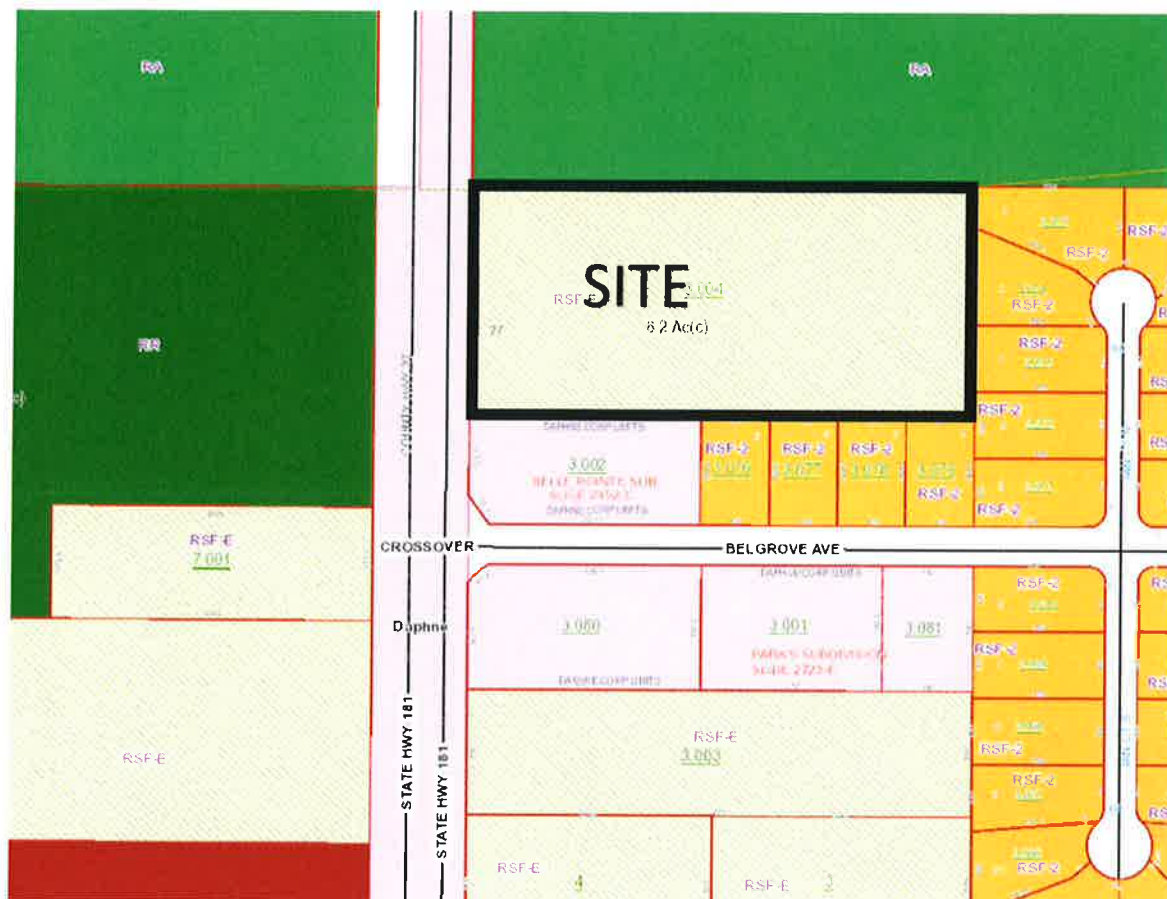
The applicant proposes to pre-zone the subject property to B-1(a), Limited Local Business for retail and office uses. No plans have been presented for development of the site.

The proposed zoning is consistent with the Goals and Objectives noted in the Comprehensive Plan as stated above. The site is contiguous to B-1(a) zoning district to the south. The proposed zoning is consistent with the established B-1(a) precedent, therefore, staff recommends the Planning Commission render a favorable recommendation to City Council to pre-zone the site to B-1(a), Limited Local Business and to annex the land into the corporate limits.

CITY ZONING MAP EXCERPT



- ET JURISDICTION
- Zoning as of 5/31/2022**
- B-1 Local Business
 - B-1(A) Limited Local Business District
 - B-2 General Business
 - B-2(a) General Business Alternate
 - B-3 Professional Business
 - C-2 Outdoor Amusement
 - C/I Commercial/Industrial
 - GC Golf Course
 - MU Mixed Use
 - PUD Planned Unit Development
 - 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
 - Parcels
 - Streets
 - Daphne City Limits



Baldwin County Zoning Map Excerpt

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)
- Residential Single Family District (RSF-3)
- Residential Single Family District (RSF-4)
- Residential Two Family District (RTF-4)
- Residential Single Family District (RSF-6)
- Residential Two Family District (RTF-6)
- Residential Multiple Family District (RMF-6)
- High Density Residential District (HDR)
- Residential Manufactured Housing Park District (RMH)
- Base Community Zoning District (BCZ)
- Marine Recreation District (MR)
- Outdoor Recreation District (OR)
- Tourist Resort District (TR)
- Recreational Vehicle Park District (RV-1)
- Recreational Vehicle Park District (RV-2)
- Professional Business District (B-1)
- Neighborhood Business District (B-2)
- General Business District (B-3)
- Major Commercial District (B-4)
- Limited Business District (LB)
- Light Industrial District (M-1)
- General Industrial District (M-2)
- Moratorium District

CITY OF DAPHNE

ORDINANCE NO. 2016-39

**AN ORDINANCE AMENDING THE CITY OF DAPHNE, ALABAMA
LAND USE AND DEVELOPMENT ORDINANCE 2011-54, AS ADOPTED BY THE
CITY COUNCIL ON JULY 18, 2011**

CREATING A NEW ZONING DISTRICT

B-1(a), LIMITED LOCAL BUSINESS DISTRICT

WHEREAS, the City Council of the City of Daphne, after due consideration believes that certain revisions to the City of Daphne Land Use & Development Ordinance are necessary for the proper administration of said Ordinance; and,

WHEREAS, at the special called City of Daphne Planning Commission meeting on May 5, 2016 the Commission considered certain proposed amendments to the City of Daphne Land Use & Development Ordinance, Ordinance 2011-54, and any amendments to the same and set forth a unanimous favorable recommendation to the City Council of the City of Daphne; and,

WHEREAS, the B-1(a), Limited Local Business District, is to be a more restrictive subset of the existing B-1, Local Business District, B-1(a) is a new and separate zoning district with many of the same restrictions and conditions applicable to B-1; and,

WHEREAS, the B-1(a) zone might be appropriate in situations where the more extensive business districts would allow businesses that could threaten to have too adverse an impact on the surrounding neighborhood; and,

WHEREAS, the North American Industry Classification System (NAICS), most current edition was adopted as a reference to the Land Use & Development Ordinance, Ordinance 2011-54 as amended, as an expansion of uses similar in nature, but not expressly provided in the Table of Permitted Uses; and,

WHEREAS, it is the City's intent that any proposed use that is inconsistent with the provisions of Article XXXV or uses similar in nature thereto as found in the NAICS manual shall be considered as prohibited in any B-1(a), Limited Local Business District; and,

WHEREAS, due notice of said proposed amendment has been provided to the public as required by law through publication and open display at the Daphne Public Library and City Hall, a public hearing was held before the City Council on June 20, 2016; and,

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

SECTION I: THIS SECTION HEREBY AMENDS THE LAND USE AND DEVELOPMENT ORDINANCE AS FOLLOWS:

- A. Add B-1(a), Limited Local Business District, to Section 12-2, List of Zoning Districts and Section 14-2, Uses Permitted.
- B. Add B-1(a) to Section 12-4, Business Districts, and also renumber each subsequent subsection header accordingly.

B-1(a), Limited Local Business District: This district is intended to allow a restricted variety of small retail stores as well as personal service establishments in or near residential neighborhoods. In general where B-1, Local Business District, is a permissible district so shall B-1(a), Limited Local Business District also be allowed. And, where B-1, Local Business District, is a prohibited district so shall B-1(a), Limited Local Business District also be prohibited.

- C. Add B-1(a) to Section 13-4, Requirements for lot area, width, coverage, density, height and other factors. Said requirements shall be the same standards as in a B-1, Local Business District.
- D. Add B-1(a) to Section 13-6, Minimum zoning district setback requirements. Said requirements shall be the same standards as in a B-1, Local Business District.
- E. Add B-1(a) to Section 14-17, Setbacks. Said requirements shall be the same standard as in a B-1, Local Business District.
- F. Add B-1(a) to Section 19-9, Buffer zone requirements (a)(v) as follows: Where a business district, B-1, Local Business, B-1(a), Limited Local Business, or B-3, Professional Office, abuts any part of a residential district, a ten-foot-wide buffer zone shall be required.
- G. Add B-1(a) to Section 33-10, Permitted signs as follows: (c) Wall-mounted signs: Each establishment in a shopping center or each business premises in B-1, Local Business, B-1(a), Limited Local Business, B-2, General Business, B-3, Professional, and C/I, Commercial/Industrial, districts may acquire an additional permit for a wall-mounted sign of a size not to exceed the lesser of three hundred fifty (350) square feet or thirty (30) percent of the surface frontal area of its building or portion of building.
- H. Add B-1(a) to 33-11, Schedule of permitted sign requirements. Said requirements shall be the same standard as in a B-1, Local Business District.
- I. Add B-1(a) to Section 36-16, Setbacks. Said requirements shall be the same standard as in a B-1, Local Business District.

SECTION II: THIS SECTION HEREBY ADDS TO AND AMENDS LAND USE AND DEVELOPMENT ORDINANCE ARTICLE XXXV, PERMITTED USES AND CONDITIONS AS FOLLOWS:

- A. Add B-1(a), Limited Local Business District, to the List of Districts in Section 35-2, List of districts and cross reference for R-4 designation.
- B. Amend Section 35-3, Permitted Uses & Conditions Table, to permit in B-1(a), Limited Local Business District, the following uses as permissible by right:

Accessory buildings and uses, when located on the same lot or parcel as the principal structure or use and customarily incidental thereto, provided the requirements in all pertinent sections of this Ordinance are met;

Apparel and accessory store; Appliance store; Art gallery or museum; Art supplies; Bakery, retail; Barber shop or beauty parlor; Book store; Camera and photographic supply store; Candy, nut and confectionery store; Catering shop or service; Churches and related accessory buildings; City Hall, police station, fire station, courthouse, federal office building and similar public building; Club or lodge, fraternal, civic, charitable or similar organization, public or private, but not including any such club, lodge or organization, the chief activity of which is a service or product customarily carried on as a business; Dairy products sales; Delicatessen; Drug Store; Dry goods or fabric store; Employee credit union office; Floor covering sales and service; Floral shop;

-By Right -

By
Right

Fruit and produce, retail; Gift shop; Grocery store, retail; Hardware store, retail, wholesale, storage and sales; Hobby shop and supply store; Home occupation; Ice cream parlor; Interior decorating shop; Laboratory, medical or dental; Laundry, self-service; Laundry, and dry cleaning pick-up station; Leather goods or luggage goods store; Library; Loan office; Locksmith; Music store; News stand; Office buildings, general; Office buildings, professional; Office equipment and supplies, retail; Optician; Paint and wallpaper store; Photographic studio and/or processing; Shoe repair shop; Shoe store, retail; Sporting goods store; Studio for dance or music; Studio for professional work or teaching of fine arts such as photography, drama, speech and painting; Tailor shop; Toy store; Variety store.

PC
Approval

- C. Amend Section 35-3, Permitted Uses & Conditions Table, to permit in B-1(a), Limited Local Business District, the following uses as permissible upon approval of the Planning Commission:

Ambulance/EMS service; Bank, including drive-in bank; Cafe, grill, lunch counter and drive-in restaurant, and restaurant but not including night club, bar, tavern; Clinic, dental, medical or psychiatric for humans; Dry cleaning shop, including self-service; Fix-it shop, including small appliance repair; Funeral home, mortuary or undertaking establishment; Gymnasium, commercial; Printing, blueprinting, bookbinding, photostating, lithographing and publishing establishment; Temporary uses, including revival tents, sale of Christmas trees, carnivals, sale of seasonal fruit and vegetables from roadside stands, and similar uses, for a period not to exceed four (4) weeks in any calendar year; Art sculptures, statues, monuments; Business machines sales and service; Business school or college; College or university, provided that they are located on a lot fronting on an arterial street or road and that no building is located within 100 feet of any property line; Electric power substation; need not be enclosed within a structure, but must be secured by a chain link or similar fence, or raised above ground so as to be inaccessible to unauthorized persons; requires visual screen in most districts; Clinic, convalescent or nursing home, extended care facility or sanitarium for humans; Natural preservation areas including bird and wildlife sanctuaries, nature and hiking trails; Post office; Telephone exchange; Theater, indoor.

Special
Exception
BZA

- D. Amend Section 35-3, Permitted Uses & Conditions Table, to permit in B-1(a), Limited Local Business District the following uses as permissible upon approval of a Special Exception:

Pet shop; Picture framing and/or mirror silvering; Tourist home

All other sections, articles and/or content of the City of Daphne Land Use and Development Ordinance shall remain the same and shall be unchanged by this ordinance.

SECTION III: CONFLICT WITH OTHER ORDINANCES

That any Ordinance heretofore adopted by the City Council of Daphne, Alabama, which is in conflict with this Ordinance, be and is hereby replaced to the extent of such conflict.

SECTION IV: SEVERABILITY

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

SECTION V: EFFECTIVE DATE

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

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS 5TH DAY OF JULY, 2016.


Dane Haygood, Mayor

ATTEST:


Rebecca A. Hayes, City Clerk

APPLICATION & SUPPLEMENTAL INFORMATION



APPLICATION FOR REZONING OR PRE-ZONING

Office use only: Rev. 072816

Application Number:

ZA- or PZA-02

Date Submitted

march 27, 2023

Planning Commission Public

Hearing Date:

April 27, 2023

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):

26730 Highway 181 Daphne, AL 36526

PPIN#(s):

103960

Gross Site Area (acreage): 6 Acres

Requested Zoning or Pre-Zoning: B1-A

Current Zoning Designation(s):

RSF-E

Amended Request:

Initials:

Date:

Current Land Use:

Residential

Anticipated Land Use:

Retail and office

Provide Legal Description (if necessary attach separate page entitled "Legal Description for [Name of Applicant]":
See attached

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

APPLICANT & AGENT INFORMATION

**If an LLC or LLP or Corporation, provide name and signature of Registered Member or Agent and provide a copy of Articles of Incorporation.*

Name of Current Owner:

Roy A Wulff and Cynthia J Wulff Revocable Trust Dated 12/14/2016

Mailing Address:

26730 Highway 181 Daphne, AL 36526

Phone/Fax: 251-454-6155

E-mail: cynthiawulff@gmail.com

Name of Authorized Agent:

Jo Anne Burrage

Mailing Address:

Phone/Fax: 251-401-4390

E-mail: ourbluelady@aol.com

Name of Developer*:

Jo Anne Burrage

Phone/Fax: 251-401-4390

E-mail: ourbluelady@aol.com

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:

Cynthia J. Wulff, Trustee

Date 3-24-23

Agent's Signature:

Jo Anne Burrage

Date 3-27-23

Roy A Wulff and Cynthia J. Wulff Revocable Trust
Pre-Zoning and Annexation Request
26730 AL-181 Daphne, AL 36526

Exhibit A

State of Alabama
County of Baldwin

Descriptions of property to be pre-zoned to B-1(A) Limited Local Business

PARCEL A

Commencing at the NW CORNER OF SEC. 14 T-5-S R-2-E BALDWIN COUNTY, AL.
; thence S00°16'10"W, a distance of 1,341.50 feet to a POINT; thence S89°44'35"E, a distance of 40.00 feet more or less to a 1/2" CAPPED REBAR "ILLEGIBLE" on the East R-O-W of State Hwy 181 to the POINT OF BEGINNING; thence continue Easterly along said bearing and leaving said R-O-W, a distance of 774.69 feet to a 1/2" CAPPED REBAR "ILLEGIBLE"; thence S00°12'42"W, a distance of 168.81 feet; thence N89°43'57"W, a distance of 774.97 feet to a POINT on said R-O-W; thence N00°18'18"E, along said R-O-W a distance of 168.67 feet to the POINT OF BEGINNING, said parcel containing 3.00 acres, more or less.

PARCEL B

Commencing at the NW CORNER OF SEC. 14 T-5-S R-2-E BALDWIN COUNTY, AL.
; thence S00°16'10"W, a distance of 1,341.50 feet to a POINT; thence S89°44'35"E, a distance of 40.00 feet more or less to a 1/2" CAPPED REBAR "ILLEGIBLE" on the East R-O-W of State Hwy 181; thence S00°18'18"W along said R-O-W a distance of 168.67 to the POINT OF BEGINNING; thence S89°43'57"E leaving said R-O-W, a distance of 774.97 feet to a POINT; thence S00°12'42"W, a distance of 168.81 feet to a 1/2" CAPPED REBAR "ILLEGIBLE"; thence N89°43'20"W, a distance of 775.24 feet to a 1/2" CAPPED REBAR "ILLEGIBLE" on said East R-O-W; thence N00°18'18"E, along said R-O-W a distance of 168.67 feet to the POINT OF BEGINNING, said parcel containing 3.00 acres, more or less.

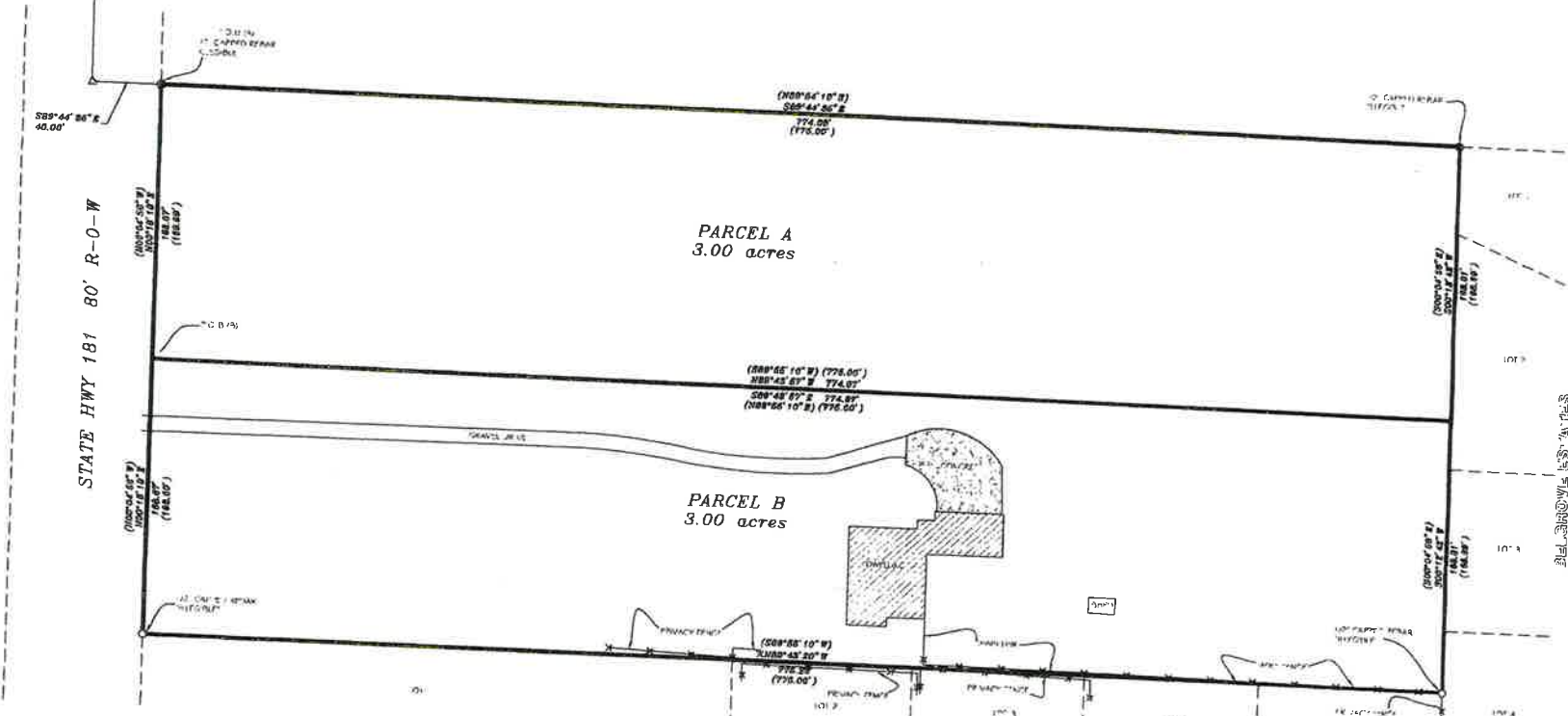
- NOTES:**
1. All measurements were made by the Surveyor in the field.
 2. The survey was made in accordance with the Alabama Surveying Act of 1901.
 3. The survey was made in accordance with the Alabama Surveying Act of 1901.
 4. The survey was made in accordance with the Alabama Surveying Act of 1901.
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 9. The survey was made in accordance with the Alabama Surveying Act of 1901.
 10. The survey was made in accordance with the Alabama Surveying Act of 1901.

PARCELS A & B

PARCELS A & B are situated in the County of Baldwin, State of Alabama, and are more particularly described as follows:

PARCELS A & B are situated in the County of Baldwin, State of Alabama, and are more particularly described as follows:

THIS PLAT REPRESENTS THE PARCELS AS DESCRIBED BY THE SURVEYOR, AND THE SURVEYOR CERTIFIES THAT THE SAME ARE CORRECTLY DESCRIBED AND MEASURED.



PLAT OF A BOUNDARY LINE SURVEY
PREPARED FOR

SCARLATA
BALDWIN COUNTY

DATE: 10/10/2014
BY: D. LOWERY
DRAWN BY: S. L. LAMON

- LEGEND AND SYMBOLS**
- RECORD BOUNDARY PLAT
 - UNRECORDED BOUNDARY
 - IRON PIN
 - IRON ROD
 - △ IRON ROD 3"
 - IRON ROD 4"
 - IRON ROD 6"
 - IRON ROD 8"
 - IRON ROD 10"
 - IRON ROD 12"
 - IRON ROD 14"
 - IRON ROD 16"
 - IRON ROD 18"
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 - IRON ROD 88"
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 - IRON ROD 92"
 - IRON ROD 94"
 - IRON ROD 96"
 - IRON ROD 98"
 - IRON ROD 100"

DAVID LOWERY
SURVEYING, L.L.C.

55284 MARTIN LN
STOCKTON, AL 36079
251-937-2757 ph. 251-937-2758 fax
dl@lowery25.com

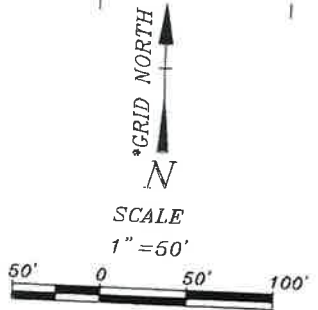


DLK

David Lowery
A.L.S. No. 26023
Stockton, AL 36079
251-937-2757

CERTIFICATION

I, David Lowery, a Licensed Land Surveyor in the State of Alabama, do hereby certify the foregoing to be a true and correct map of a survey performed by me or under my supervision, containing the acreage and being situated as both shown and stated herein. I further 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.



26730 Highway 181 Pre-Zoning Adjacent Property Owners List

1. Allegri, Joseph A Jr
10139 Volovecky Dr.
Daphne, AL 36526
Zoned RA Pin 389
2. Wade Development
82 Plantation Point #213
Fairhope, AL 36542
Zoned B1A Pin 98461
3. Wadlington, Patsy
10093 Belgrove Ave.
Daphne, AL 36526
Zoned RSF-2 336925
4. Patterson, Bob M, & Denita
10109 Belgrove Ave.
Daphne, AL 36526
Zoned RSF-2 PIN 336926
5. Quick, Scott S. Christina R.
10111 Belgrove Ave.
Daphne, AL 36526
Zoned RSF-2 PIN 336927
6. Douglas Natalie and Derek
10147 Belgrove Ave.
Daphne, AL 36526
Zoned RSF-2 PIN 336928
7. Rizzuto, Leonard Anthony
26709 Jan Ct N
Daphne, AL 36526
Zoned RSF-2 PIN 215354
8. Rushing, Kenneth
26729 Jan Ct N
Daphne, AL 36526
Zoned RSF-2 PIN 215355
9. Craig, Raymond
26739 Jan Ct N
Daphne, AL 36526
Zoned RSF-2 PIN 215356
10. Chaffin, Edward
26741 Jan Ct N
Daphne, AL 36526
Zoned RSF-2 PIN 215357
11. Sanders, Raymond Bruce
26675 State Highway 181
Daphne, AL 36526
Zoned RA PIN 37455
12. BUYER: Burrage, Dan Etal and Jo Anne
31580 Rhett Dr.
Spanish Fort, AL 36527
PIN 47053

*numbers for adjacent property owners correspond with zoning Exhibit C

COMMUNITY DEVELOPMENT



March 14, 2023

Dear Sir/Ma'am,

NOTICE OF PUBLIC HEARING

A petition for PRE-ZONING will be considered by the Daphne Planning Commission for Roy A. Wulff and Cynthia J. Wulff Revocable Trust Dated 12/14/16 containing 6 acres +/- located northeast of Alabama Highway 181 and Belgrove Avenue, zoned RSF-E, Single Family Residential Estate, Baldwin County District 15, in the Extraterritorial Planning Jurisdiction, to be pre-zoned as B-1 (a), Limited Local Business. 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, April 19, 2023 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, April 27, 2023 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

Roy A. Wulff and Cynthia J. Wulff Revocable Trust Dated 12/14/16 Pre-Zoning Amendment

Bob and Denita Patterson

10109 Belgrove Avenue
Daphne, AL 36526
(251)232-1291
courtchief@att.net

April 27, 2023

City of Daphne

Planning Commission

Letter of Opposition

To Whom It May Concern:

This letter is being presented as a concerned Belgrove resident living at 10109 Belgrove Avenue. We are writing to express our opposition to the rezoning and development of property at the Northeast of Alabama Highway 181 and the Belgrove Subdivision. Your plans for this property are not compatible with or consistent with existing families of the Belgrove neighborhood. This is a quiet and respected neighborhood which will be separated and divided by the rezoning to B-1. Unknown and unwanted construction and businesses will create or may attract unwanted noise and many undesirables to the neighborhood, which may create an unsafe environment.

Our opposition is based mainly on these potential/negative effects:

- It is directly behind my house
- The loss of neighborhood and community Character
- Decrease of Market Value of Home and Property
- Increase of Traffic Congestion, adding to the problem created by Ace Hardware being constructed
- Increased danger for children, joggers, walkers etc.

Respectfully Submitted



Bob and Denita Patterson

Scott and Christina Quick
10111 Belgrove Ave
Daphne, AL, 36526
(262)-470-2711
speakerman@rocketmail.com

Attn: Daphne City Council and Planning Commission

Letter of Opposition

To whom it may concern,

I am writing to express my strong opposition to the proposed pre-zoning petition of the Roy A. Wulff and Cynthia J. Wulff Revocable Trust property containing ~6 acres, located north of Belle Pointe subdivision (on Belgrove Ave and Hwy 181). This parcel is currently zoned RSF-E, Single family residential estate, Baldwin County district 15 with a proposal to rezone to B-1 (a), Limited Local Business with the proposed petition to annex the property.

There have been two occasions of rezoning in and near our subdivision since 2017

- 1) B-1(a): Belle Pointe Lot 1 in 2017, refer to ordinance 2017-74
- 2) B-1(a): Parks Lot 1 in 2018, refer to ordinance 2018-43

I believe that this change will yet again be detrimental to the area and our neighborhood. All four current residences in Belle Pointe and nearly all residents in the adjacent Belgrove neighborhoods are completely opposed to the addition of these businesses that will cause traffic and safety problems, destroy local wildlife habitat, and lower the property values of the existing community.

We and our neighbors, Derek and Natalie Douglas in Lot #5, have both attempted to purchase portions of the property from the Wulffs, should they have ever been interested in selling. Understandably for the Wulffs, the rezoning to B-1(a) would likely provide a much more lucrative opportunity for them. While I don't begrudge them a happy and comfortable retirement, zoning or rezoning is supposed to be a community decision. And the community has consistently spoken against the rezoning of the properties around us.

Dozens of residents of Belgrove subdivision and myself, representing the only two completed homes in Belle Pointe (ours didn't even have a Certificate of Occupancy at the time) appeared at the zoning hearing for Belle Pointe Lot #1 in 2017. There was not a single comment of support from anyone in the neighboring community. In addition, the recommendation from the zoning commission was against the rezoning of that parcel. The only support offered was for from the potential developer, Mr. Andrew Watson's legal representation. Mr. Watson later registered WAVE Development, LLC, just prior to the purchase of the property in September of 2017.

4 current residential lots in Belle Pointe, Danny Parks' home on Lot #2 and his recently sold Lot #3 just east of his home to Jennifer and Michael Gorum are all homes and lots directly adjacent to Ace Hardware under construction in what was previously Parks Lot #1. While it could be worse, it is an unattractive commercial building with a large asphalt parking lot. This is far from what we desired when we purchased our home in May of 2017.

The initial rezoning of Belle Pointe Lot #1 in 2017 was a clear example of Spot Zoning that is inconsistent with the area and surroundings, placing businesses in a clearly residential area. This was clearly and loudly opposed by the surrounding neighbors. Yet, somehow, the council moved forward with the decision to rezone it.

Naturally, having Belle Pointe Lot #1 north of Belgrove Ave rezoned to B-1(a) made it much easier to justify rezoning of Parks' Lot #1 on the south side of Belgrove Ave – the new Ace Hardware is now under construction.

I do however offer a protest to Belle Pointe Lot #1's current status of B-1(a) in reference to Daphne's Land Use and Development Ordinance, Article 22-2, Reversionary Clause. Therefore, Belle Pointe Lot #1 shall revert back to the previous residential zoning classification, exceeding the 2 year time limit for B-1 zones up to 3 acres. I formally request records of reversionary period extensions, if any have been filed by the parcel owner. Per the ordinance, however, failure to request an extension of the reversion period shall result in the reestablishment of the previous zoning of the property.

Traffic and safety of pedestrians are major areas of concern. There is already a significant increase in traffic at the intersection of Belgrove and Hwy 181 due to the construction of the Ace Hardware. When the business opens, it will only get worse.

When my wife and I first started looking at the Belle Pointe lots in 2016, then under ownership of Colony Homes, we were attracted to this pocket of land that was nestled between a quiet subdivision and beautiful, large estate lots. The Wulff property directly north of Belle Pointe subdivision was of particular attraction due to its immense greenery and towering trees.

There will be a significant loss in real estate property and home value for myself and my neighbors as a result of the current Ace Hardware.

We regularly use Belgrove Ave for walks with our family, and regularly see joggers and other walkers every day. This additional rezoning and development will make it unsafe with additional traffic that we and our neighbors never intended on having.

Further B-1(a) development will make all of these things worse.

I urge you to disapprove the proposed rezoning, and from recent meetings and discussions with my neighbors, I know my opinions are shared by many who have not managed to attend meeting or write letters and emails.

Thank you for your continued service and support of our communities.

Best Regards,

Scott Quick

Roy A Wulff and Cynthia J. Wulff Revocable Trust
Pre-Zoning and Annexation Request
26730 AL-181 Daphne, AL 36526

Exhibit A

State of Alabama

County of Baldwin

Descriptions of property to be pre-zoned to B-1(A) Limited Local Business

PARCEL A

Commencing at the NW CORNER OF SEC. 14 T-5-S R-2-E BALDWIN COUNTY, AL.

; thence S00°16'10"W, a distance of 1,341.50 feet to a POINT; thence S89°44'35"E, a distance of 40.00 feet more or less to a 1/2" CAPPED REBAR "ILLEGIBLE" on the East R-O-W of State Hwy 181 to the POINT OF BEGINNING; thence continue Easterly along said bearing and leaving said R-O-W, a distance of 774.69 feet to a 1/2" CAPPED REBAR "ILLEGIBLE"; thence S00°12'42"W, a distance of 168.81 feet; thence N89°43'57"W, a distance of 774.97 feet to a POINT on said R-O-W; thence N00°18'18"E, along said R-O-W a distance of 168.67 feet to the POINT OF BEGINNING, said parcel containing 3.00 acres, more or less.

PARCEL B

Commencing at the NW CORNER OF SEC. 14 T-5-S R-2-E BALDWIN COUNTY, AL.

; thence S00°16'10"W, a distance of 1,341.50 feet to a POINT; thence S89°44'35"E, a distance of 40.00 feet more or less to a 1/2" CAPPED REBAR "ILLEGIBLE" on the East R-O-W of State Hwy 181; thence S00°18'18"W along said R-O-W a distance of 168.67 to the POINT OF BEGINNING; thence S89°43'57"E leaving said R-O-W, a distance of 774.97 feet to a POINT; thence S00°12'42"W, a distance of 168.81 feet to a 1/2" CAPPED REBAR "ILLEGIBLE"; thence N89°43'20"W, a distance of 775.24 feet to a 1/2" CAPPED REBAR "ILLEGIBLE" on said East R-O-W; thence N00°18'18"E, along said R-O-W a distance of 168.67 feet to the POINT OF BEGINNING, said parcel containing 3.00 acres, more or less.

**COMMUNITY DEVELOPMENT
INTERNAL MEMORANDUM**



DATE: May 8, 2023
TO: Office of the City Clerk
FROM: Adrienne Jones, AICP, Director of Community Development 
SUBJECT: Roy A. Wulff and Cynthia J. Wulff Revocable Trust Dated 12/14/2016 Annexation Petition

PRESENT ZONING: RSF-E, Residential Single Family Estate, Baldwin County District 15, in the Extraterritorial Planning Jurisdiction of Daphne

LOCATION: B-1(a), Limited Local Business

RECOMMENDATION: At the May 4, 2023 special called meeting of the City of Daphne Planning Commission, eight 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)

ANNEXATION PETITION
ROY A. AND CYNTHIA J. WULFF
REVOCABLE TRUST (DATED 12/14/16)



STAFF RECOMMENDS ANNEXATION OF THE SUBJECT PROPERTY

ANNEXATION REQUEST WULFF REVOCABLE TRUST 12/14/16

North of the intersection of Belgrove Avenue and Highway 181



REQUEST

The applicant proposes to annex the subject property into the corporate limits. The site meets the contiguity requirement because it is abuts land in the City of Daphne.

RECOMMENDATION

The Comprehensive Plan encourages expansion and annexation of land contiguous to the existing corporate limits. Staff and the Planning Commission 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.

APPLICATION & SUPPLEMENTAL INFORMATION

STATE OF ALABAMA

COUNTY OF BALDWIN

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

(Cynthia J. Wulff)

The undersigned, Roy A Wulff and Cynthia J Wulff
Revocable Trust Dated 12/14/2016 files this petition with the Clerk of the
City of Daphne requesting the property hereafter described, commonly referred to as,
26730 Highway 181, to be annexed into the City of Daphne, a
municipal corporation incorporated under the laws of the State of Alabama, and submits the
following in support of its petition:

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

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

3. **Owner:** The petitioner, Roy A Wulff and Cynthia J Wulff
Revocable Trust Dated 12/14/2016 is the owner of the property
hereby sought to be annexed into the corporate limits of the City of Daphne.

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

Requested zoning, if other than R-1: B1-A

Any other conditions which may apply upon annexation:

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

DATED this 24th day of March, 2023

Respectfully submitted by,

Cynthia J Wulff as Trustee
Name of Owner (Print)

Cynthia J. Wulff, Trustee
Name of Owner (Signature)

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Aurelia C Bryars, the undersigned Notary Public in and for said county and state, hereby certify that Cynthia J Wulff as Trustee of has signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he/she executed the same voluntarily on the day the same bears date. X Roy A Wulff and Cynthia J Wulff Revocable Trust dated 12/16/2016 AB

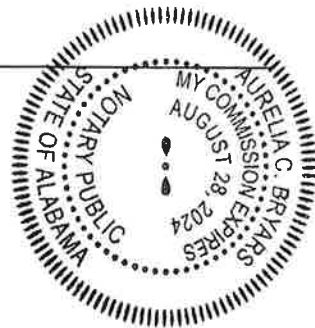
Given under my hand and official seal this 24th day of March, 2023

Aurelia C Bryars
NOTARY PUBLIC

My commission expires: _____

Owner's Address

26730 State Highway 181
Daphne AL 36526



ADDITIONAL INFORMATION

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

Initials: CGW

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: CGW

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

Initials: CGW

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: CGW

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

Initials: CGW

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 24th day of March, 2023.

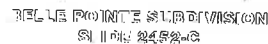
Legal Description Attached (Exhibit A)? ☒ Map or Survey Attached (Exhibit B)? ☒
Recorded Subdivision Plat OR Preliminary/Final Subdivision plat approved by Planning Commission
Attached (Exhibit C)? _____ Acreage _____
Subdivision Name _____ Lot Number(s) _____

Names and Signature of ALL property owners:

✓ Signature: Cynthia J. Wulff Signature: _____
✓ Printed Name: Cynthia J. Wulff Printed Name: _____
✓ Mailing Address: 26130 State Hwy 181 Mailing Address: _____
Daphne, AL 36526

[illegible]

THIS PLAT REPRESENTS THE 2 PARCELS AS PURCHASED BY 2 DESCENDANTS OF COUNTY TAX PAYER
SHOWS THIS AS ONE TAX PARCEL & THEREFORE AS 2 DESCENDANTS IN THE TITLE OF RECORD

[illegible]

I, Paul Henry, a Licensed land surveyor in the State of Alabama, do hereby certify the foregoing to be a true plot or map of a survey performed by me or under my supervision containing the acreage and being situated as both shown and stated herein. I further 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.

DAVID LOWERY SURVEYING, L.L.C.

Roy A Wulff and Cynthia J. Wulff Revocable Trust
Pre-Zoning and Annexation Request
26730 AL-181 Daphne, AL 36526

Exhibit A

State of Alabama

County of Baldwin

Descriptions of property to be pre-zoned to B-1(A) Limited Local Business

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**COMMUNITY DEVELOPMENT
INTERNAL MEMORANDUM**



DATE: May 8, 2023
TO: Office of the City Clerk
FROM: Adrienne Jones, AICP, Director of Community Development 
SUBJECT: Proposed Amendments to the Land Use and Development Ordinance to amend Articles 35 and 36

At the May 4, 2023 special called meeting of the City of Daphne Planning Commission, eight members were present. The motion carried unanimously to set forth a favorable recommendation to the City Council to amend Article 35, Table of Permitted Uses, and Article 36, The Village Overlay District, of the Land Use and Development Ordinance.

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

cc: file

SECTION 35-3**PERMITTED USES & CONDITIONS****By Right****Planning Commission Approval****Special Exception BZA Approval**

Barber and beauty supplies and equipment sales	B-1, B-1(a) B-2, B-2(a), C/I		
Bed & Breakfast		R-1, R-2, R-3	
Bicycle, lawnmower sales, service and repair	B-2, C/I	B-2(a)	
*Billiard or pool hall	B-2		
Boat construction, storage, service and repair, wet and dry, major; need not be enclosed within a structure	C/I	B-2	
Boat dry storage; pleasure boats having lengths not greater than 31 feet	B-2, C/I		
Boat sales, accessories and service	B-2, C/I		
Boat storage, service and repair, minor; a marina for docking pleasure boats and providing services thereto and to the occupants thereof, including minor servicing and minor repair to boats while in the water, sale of fuel and supplies, and provision of lodging, food, beverages and entertainment as accessory uses, may include dry storage in an enclosed structure	B-2, C/I		
Book store	B-1, B-1(a) B-2, B-2(a)		
Bottling works	C/I	B-2	
Bowling alley	B-2		

CITY OF DAPHNE

ORDINANCE NO. 2016-39

**AN ORDINANCE AMENDING THE CITY OF DAPHNE, ALABAMA
LAND USE AND DEVELOPMENT ORDINANCE 2011-54, AS ADOPTED BY THE
CITY COUNCIL ON JULY 18, 2011**

**CREATING A NEW ZONING DISTRICT
B-1(a), LIMITED LOCAL BUSINESS DISTRICT**

WHEREAS, the City Council of the City of Daphne, after due consideration believes that certain revisions to the City of Daphne Land Use & Development Ordinance are necessary for the proper administration of said Ordinance; and,

WHEREAS, at the special called City of Daphne Planning Commission meeting on May 5, 2016 the Commission considered certain proposed amendments to the City of Daphne Land Use & Development Ordinance, Ordinance 2011-54, and any amendments to the same and set forth a unanimous favorable recommendation to the City Council of the City of Daphne; and,

WHEREAS, the B-1(a), Limited Local Business District, is to be a more restrictive subset of the existing B-1, Local Business District, B-1(a) is a new and separate zoning district with many of the same restrictions and conditions applicable to B-1; and,

WHEREAS, the B-1(a) zone might be appropriate in situations where the more extensive business districts would allow businesses that could threaten to have too adverse an impact on the surrounding neighborhood; and,

WHEREAS, the North American Industry Classification System (NAICS), most current edition was adopted as a reference to the Land Use & Development Ordinance, Ordinance 2011-54 as amended, as an expansion of uses similar in nature, but not expressly provided in the Table of Permitted Uses; and,

WHEREAS, it is the City's intent that any proposed use that is inconsistent with the provisions of Article XXXV or uses similar in nature thereto as found in the NAICS manual shall be considered as prohibited in any B-1(a), Limited Local Business District; and,

WHEREAS, due notice of said proposed amendment has been provided to the public as required by law through publication and open display at the Daphne Public Library and City Hall, a public hearing was held before the City Council on June 20, 2016; and,

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

SECTION I: THIS SECTION HEREBY AMENDS THE LAND USE AND DEVELOPMENT ORDINANCE AS FOLLOWS:

- A. Add B-1(a), Limited Local Business District, to Section 12-2, List of Zoning Districts and Section 14-2, Uses Permitted.
- B. Add B-1(a) to Section 12-4, Business Districts, and also renumber each subsequent subsection header accordingly.

B-1(a), Limited Local Business District: This district is intended to allow a restricted variety of small retail stores as well as personal service establishments in or near residential neighborhoods. In general where B-1, Local Business District, is a permissible district so shall B-1(a), Limited Local Business District also be allowed. And, where B-1, Local Business District, is a prohibited district so shall B-1(a), Limited Local Business District also be prohibited.

- C. Add B-1(a) to Section 13-4, Requirements for lot area, width, coverage, density, height and other factors. Said requirements shall be the same standards as in a B-1, Local Business District.
- D. Add B-1(a) to Section 13-6, Minimum zoning district setback requirements. Said requirements shall be the same standards as in a B-1, Local Business District.
- E. Add B-1(a) to Section 14-17, Setbacks. Said requirements shall be the same standard as in a B-1, Local Business District.
- F. Add B-1(a) to Section 19-9, Buffer zone requirements (a)(v) as follows: Where a business district, B-1, Local Business, B-1(a), Limited Local Business, or B-3, Professional Office, abuts any part of a residential district, a ten-foot-wide buffer zone shall be required.
- G. Add B-1(a) to Section 33-10, Permitted signs as follows: (c) Wall-mounted signs: Each establishment in a shopping center or each business premises in B-1, Local Business, B-1(a), Limited Local Business, B-2, General Business, B-3, Professional, and C/I, Commercial/Industrial, districts may acquire an additional permit for a wall-mounted sign of a size not to exceed the lesser of three hundred fifty (350) square feet or thirty (30) percent of the surface frontal area of its building or portion of building.
- H. Add B-1(a) to 33-11, Schedule of permitted sign requirements. Said requirements shall be the same standard as in a B-1, Local Business District.
- I. Add B-1(a) to Section 36-16, Setbacks. Said requirements shall be the same standard as in a B-1, Local Business District.

SECTION II: THIS SECTION HEREBY ADDS TO AND AMENDS LAND USE AND DEVELOPMENT ORDINANCE ARTICLE XXXV, ~~PERMITTED USES AND CONDITIONS AS FOLLOWS:~~

- A. Add B-1(a), Limited Local Business District, to the List of Districts in Section 35-2, List of districts and cross reference for R-4 designation.
- B. Amend Section 35-3, Permitted Uses & Conditions Table, to permit in B-1(a), Limited Local Business District, the following uses as permissible by right:

Accessory buildings and uses, when located on the same lot or parcel as the principal structure or use and customarily incidental thereto, provided the requirements in all pertinent sections of this Ordinance are met;

Apparel and accessory store; Appliance store; Art gallery or museum; Art supplies; Bakery, retail; Barber shop or beauty parlor; Book store; Camera and photographic supply store; Candy, nut and confectionery store; Catering shop or service; Churches and related accessory buildings; City Hall, police station, fire station, courthouse, federal office building and similar public building; Club or lodge, fraternal, civic, charitable or similar organization, public or private, but not including any such club, lodge or organization, the chief activity of which is a service or product customarily carried on as a business; Dairy products sales; Delicatessen; Drug Store; Dry goods or fabric store; Employee credit union office; Floor covering sales and service; Floral shop;

-By Right -

By Right

Fruit and produce, retail; Gift shop; Grocery store, retail; Hardware store, retail, wholesale, storage and sales; Hobby shop and supply store; Home occupation; Ice cream parlor; Interior decorating shop; Laboratory, medical or dental; Laundry, self-service; Laundry, and dry cleaning pick-up station; Leather goods or luggage goods store; Library; Loan office; Locksmith; Music store; News stand; Office buildings, general; Office buildings, professional; Office equipment and supplies, retail; Optician; Paint and wallpaper store; Photographic studio and/or processing; Shoe repair shop; Shoe store, retail; Sporting goods store; Studio for dance or music; Studio for professional work or teaching of fine arts such as photography, drama, speech and painting; Tailor shop; Toy store; Variety store.

PC Approval

- C. Amend Section 35-3, Permitted Uses & Conditions Table, to permit in B-1(a), Limited Local Business District, the following uses as permissible upon approval of the Planning Commission:

Ambulance/EMS service; Bank, including drive-in bank; Cafe, grill, lunch counter and drive-in restaurant, and restaurant but not including night club, bar, tavern; Clinic, dental, medical or psychiatric for humans; Dry cleaning shop, including self-service; Fix-it shop, including small appliance repair; Funeral home, mortuary or undertaking establishment; Gymnasium, commercial; Printing, blueprinting, bookbinding, photostating, lithographing and publishing establishment; Temporary uses, including revival tents, sale of Christmas trees, carnivals, sale of seasonal fruit and vegetables from roadside stands, and similar uses, for a period not to exceed four (4) weeks in any calendar year; Art sculptures, statues, monuments; Business machines sales and service; Business school or college; College or university, provided that they are located on a lot fronting on an arterial street or road and that no building is located within 100 feet of any property line; Electric power substation; need not be enclosed within a structure, but must be secured by a chain link or similar fence, or raised above ground so as to be inaccessible to unauthorized persons; requires visual screen in most districts; Clinic, convalescent or nursing home, extended care facility or sanitarium for humans; Natural preservation areas including bird and wildlife sanctuaries, nature and hiking trails; Post office; Telephone exchange; Theater, indoor.

Special Exception BZA

- D. Amend Section 35-3, Permitted Uses & Conditions Table, to permit in B-1(a), Limited Local Business District the following uses as permissible upon approval of a Special Exception:
Pet shop; Picture framing and/or mirror silvering; Tourist home

All other sections, articles and/or content of the City of Daphne Land Use and Development Ordinance shall remain the same and shall be unchanged by this ordinance.

SECTION III: CONFLICT WITH OTHER ORDINANCES

That any Ordinance heretofore adopted by the City Council of Daphne, Alabama, which is in conflict with this Ordinance, be and is hereby replaced to the extent of such conflict.

SECTION IV: SEVERABILITY

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

SECTION V: EFFECTIVE DATE

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

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS 5TH DAY OF JULY, 2016.


Dane Haygood, Mayor

ATTEST:


Rebecca A. Hayes, City Clerk

**ARTICLE XXXVI
THE VILLAGE OVERLAY DISTRICT**

36-1 PURPOSE

The intent of this Article is to provide for the creation of the district in order to establish minimum standards and provisions for residential, business, or commercial development in the areas outlined the map provided herein and to achieve a healthy, beautiful, and safe community by the following means:

- **Aesthetics:** Improve the appearance of all areas through the incorporation of innovative landscaping and open space into development in ways that harmonize and enhance the natural beauty of the environment.
- **Land Values:** Maintain and increase the value of land by incorporating innovative designs and criteria into development, thus becoming itself a valuable capital asset.
- **Human Values:** Provide direct and important physical and psychological benefits to human beings through the use of landscaping and tree preservation as a buffer zone between residential and business development to reduce noise and glare, and to break up the monotony and soften the harsher aspects of urban development.
- **Improved Design:** Promote innovative and cost conscious approach to the design and construction of the District.
- **Improved Administration and Enforcement:** Establish procedures and standards for the administration and enforcement of this Article.

36-2 USES PERMITTED

(a) General

The following zoning districts provided herein established and most specifically defined in Article 12, Establishment of Districts: B-1, Local Business, B-2, General Business, B-3, Professional Business, R-4, Single Family and Multi-Family Residential, and MU, Mixed Use. Article 35, the Table of Permitted Uses and Conditions, outlines the restrictions for each district, except with regard to mixed-uses as provided in the following subsections.

The term R-4 shall be synonymous with the newly adopted zoning designations as provided in *Article 12, Establishment of Districts*. The Planning Commission shall no longer consider zoning or rezoning amendments for an R-4 zoning district. All existing R-4, High Density Single and Multi-Family Residential Districts shall be developed in accordance with the standards provided herein; however, R-6(G), R-6(D), R-7(A), R-7(M) and R-7(T) shall be respectively considered for all garden/patio homes, duplexes, apartments and townhouses, and mid-rise condominiums requests.

(b) Mixed-Use Developments in the Village Overlay District

It is the intent of the City to encourage mixed-use developments in the Village Overlay District. Zoning districts that will allow mixed-use developments by right include MU, Mixed Use; B-1, Local Business; B-2, General Business; and B-3, Professional Business. The residential density of any mixed use development shall not exceed 14 units per acre and shall require a minimum of 1.5 parking spaces per residential unit.

Said mixed-use development may have a vertical configuration, meaning the primary business is located on the ground floor and the secondary use is located on an upper floor, or may otherwise meet the provisions of an accessory dwelling unit as provided in section (c) below.

(c) Accessory Dwelling Units (ADU) in the Village Overlay District shall adhere to the following provisions.

1. Detached accessory dwelling is defined as a dwelling unit separate from the principal structure. The dwelling shall be clearly subordinate in size, height, and purpose to the principal structure, it shall be located on the same lot as the principal structure, but may be served by separate utility meter(s), and is detached from the principal structure if approved by the Building Official. A detached accessory dwelling may be an independent structure, a dwelling unit above a garage, or attached to a workshop or other accessory structure on the same lot as the principal structure.
2. It is the intent of this ordinance to allow, where deemed appropriate by the Planning Commission, accessory dwelling units that maintain an appropriate proportional relationship to the adjacent principal structure(s) on the same site.
3. The accessory dwelling unit may function as purely residential use or as a mixed use building that allows separate commercial and residential usage.
4. While these provisions apply to detached accessory dwelling units, the provisions do not supersede or override applicable life safety standards found in the applicable codes adopted by the city.

5. When deemed appropriate by the Planning Commission, in business and commercial districts located in the Village Overlay district, a detached accessory dwelling may be considered where such detached accessory dwelling complies with the following requirements:
- a) A recreational vehicle (RV) shall not be considered as an ADU.
 - b) Shall not exceed 60% of the size (measured in square feet) of the principal building.
 - c) Shall not be located on a lot by itself, nor be located in or extend into the front yard.
 - d) Shall not be constructed to exceed more than two (2) stories.
 - e) Shall not be constructed to exceed thirty (30) feet mean roof height; however, the accessory dwelling unit shall not exceed the height of the primary business or commercial building.
 - f) Shall not encroach into any easement.
 - g) Shall maintain a side yard setback and rear yard setback of not less than six (6) feet where abutting property zoned for business or commercial use.
 - h) Where the adjacent property is zoned for residential use, the side yard and rear yard setback shall be no less than the standard zoning district setback requirement.
 - i) Requests for variances to the provisions of this section shall be submitted to the Board of Zoning Adjustment.
 - j) There shall be one (1) power meter to service both the primary business and the accessory structure, unless a second power meter is approved by the Building Official. The decision of the Building Official may be appealed to the Board of Zoning Adjustment in accordance with provisions established herein.
 - k) Prefabricated accessory structures (such as utility sheds, conex storage boxes and the like) shall not be utilized for the purpose of habitation.

- l) No more than one detached accessory dwelling shall be permitted on a single lot in conjunction with the principal structure,
- m) The detached accessory dwelling may not be divided from the property ownership of the principal dwelling,
- n) The detached accessory dwelling shall be of similar style, design and material color as used for the principal structure and shall use similar architectural characteristics, including roof form and pitch, to the existing principal structure.

36-3 SPECIAL PROVISIONS

The following shall apply:

- (a) The provisions of this Article shall be required for all residential projects involving the construction of two (2) or more dwelling units including apartments, town homes, condominiums, planned unit developments, subdivisions, business, commercial, industrial, and/or institutional structures; all existing structures which increase the gross floor area by thirty (30) percent or more, except a single family residence; construction of a park, public way, open space, public building or structure; construction of a public utility whether publicly or privately owned; and other uses as required by the Planning Commission. A golf course which was in existence prior to the enactment of this Ordinance is hereby exempt from the provisions of this Article.
- (b) Size of properties reserved or laid out for business, or commercial purposes shall be adequate to provide for the off-street service and parking facilities required by the type of use and development contemplated.
- (c) A site plan review shall be accomplished by the recommendation of the Director of Community Development and approval of the Planning Commission to assure compliance with the provisions of Land Use and Development Ordinance in conformity with its purpose as stated in Article I, as well as, applicable Building and Fire Codes, latest edition.
- (d) Said approval shall be authorization to begin work, subject to the issuance of a Site Disturbance Permit. Such approval shall become void upon one (1) year from the date of approval if no such permit has been acquired and/or if no such building or construction activity has occurred.
- (e) When all required improvements are installed, the developer/owner shall call for a final inspection. The Director of Community Development or his/her duly authorized representative shall inspect the site to determine if the required improvements are satisfactorily installed according to the plans and specifications.

- (f) Applicant shall be responsible for posting a sign providing public notice of site plan review. Failure to post said sign fifteen (15) calendar days prior to Planning Commission review, shall cause the application to be withdrawn from the meeting agenda. Said sign shall not be an advertisement sign for the proposed project, but an advertisement of the Planning Commission meeting dates and times in accordance with the standards established for such provided in the Supplemental Information.

36-4 PLAN CONTENT

The plan shall contain all information shown on the current departmental check list for a site plan which may be modified at the discretion of the Director of Community Development when applicable.

36-5 WAIVER

The Director of Community Development may waive certain requirements contained in this Article if, in his/her opinion, the requirements are not essential to a proper decision on the project; or, he/she may supplement the list with other requirements deemed necessary to clarify the nature of the proposed development.

36-6 FEES

An application for site plan review shall be accompanied by the appropriate fee as more specifically enumerated in *Article 34, Schedule of Fees*.

36-7 ISSUANCE OF APPLICABLE PERMITS

(a) Site Disturbance Permit

Each person, firm, corporation, utility, entity or agent thereof engaged in any site preparation and/or construction activities shall acquire a Site Disturbance Permit from the Department of Community Development prior to commencement of such activities as established pursuant to the provisions of this Article and no such activity shall commence prior to the approval of the site plan by the Planning Commission. Fees for said permit shall be as more specifically enumerated in *Article 34, Schedule of Fees*.

(b) Issuance of Building Permit

Deleted: 36-8.

Upon approval of the site plan, either as submitted or with changes and/or special conditions required by the Planning Commission, the Building Official may issue a building permit for a portion or all of the proposed development provided that the application is in compliance with all applicable City, County, State and Federal requirements.

Deleted: <object>

36-8 BALCONIES AND OVERHANGS

The City intends to encourage safe, useable outdoor areas in the Village Overlay District that provides for seating, decorative features, landscaping, and pedestrian accessibility. Multi-story buildings that include balconies, canopies, and other similar projections are highly encouraged. The following provisions shall apply to proposed balconies, canopies, and other similar projections:

- (a) A balcony, canopy, and/or similar overhang may encroach into the front building setback and corner side setback, except at that the corner of Main Street and Bay Front Drive, where no encroachment shall be allowed into corner side setback. For setback details, see Table 36-16, Setbacks.
- (b) Subject to the provisions of the Right-of-Way Ordinance as provided in Ordinance 2020-22 as may be amended from time to time, a balcony, canopy, and/or similar overhang may project over the right-of-way or other public property.
 - (1) Balconies or canopies that project into the right-of-way shall have a drainage system that prevents water from draining directly onto the right-of-way. All drainage designs shall be approved by the City Engineer.
- (c) Balconies must comply with the following:
 - (1) Nothing shall be placed on, over or beyond the railing or wall of the balcony or other similar projection.
 - (2) At all times at least five (5) feet of the sidewalk area shall remain clear and free of impediments and objects. Placement of supportive columns shall be given consideration of structural and architectural integrity, vehicular and pedestrian safety and ADA compliance.
 - (3) The minimum finished floor elevation of any balcony shall be twelve (12) feet above grade or as otherwise determined appropriate by the City Engineer.
 - (4) The distance between the back of the curb and the furthest point of said projection shall be at least ten (10) feet or as otherwise determined appropriate by the City Engineer.
- (d) Balconies, canopies, and other similar projections shall comply with the provisions provided in the Table of Permissible Projections.

TABLE OF PERMISSIBLE PROJECTIONS					
Right of Way Encroachments			Front Setback Encroachments		
Clearance of the projection (finished floor height measured above grade)	Allowable projection of balcony, overhang, canopy into the R.O. W. (feet)	Allowable projection of architectural details (inches)	Clearance of the projection (finished floor height measured above grade)	Allowable projection of balcony, overhang, canopy into front setback (feet)	Allowable projection of architectural details (inches)
8-ft	n/a	6	8-ft	n/a	6
Over 8-ft to 9-ft	4	7	Over 8-ft to 9-ft	4	7
Over 9-ft to 10-ft	6	8	Over 9-ft to 10-ft	6	8
Over 10-ft to 11-ft	6	9	Over 10-ft to 11-ft	8	9
Over 11-ft to 12-ft	6	10	Over 11-ft to 12-ft	10	10

36-9 PARKING REQUIREMENTS

Any mixed-use development in the Village Overlay district shall provide a minimum of one and one-half (1.5) parking space per residential unit. Any other business development located within the Village Overlay District with a lot frontage of fifty (50) feet shall require a minimum of four (4) parking spaces, with a lot frontage of twenty-five feet shall require a minimum of two (2) parking spaces, and shall also comply with the minimum design and improvements standards as otherwise outlined in this Ordinance and ADA requirements.

Off-street parking for multi-use or mixed use developments shall be located in the rear of the building(s) adjacent to the street unless an alternate location is approved by the Planning Commission.

For any use for which the above referenced parking requirement cannot be met due to the unique conditions of a particular parcel of property, off-street parking spaces of the public type may be considered toward the requirements necessary to comply with the Article upon determination of the Director of Community Development and approval of the Planning Commission.

36-10 SIGNAGE

The maximum allowable square footage established in each zoning designation and/or overlay district shall apply as provided in each district. Said allowable area shall not be exceeded. In the event that channel letters, as defined in *Article 8, Definitions*, are proposed, then the maximum allowable square footage shall be calculated at a rate of eighty percent (80%) in lieu of the standard rate of one hundred percent (100%).

(a) Nonconformance:

Any sign in existence on the date of the adoption of this Ordinance that is not in conformance shall be considered a nonconforming sign and shall be permitted to continue to exist subject to the conditions and prohibitions set forth in the provisions of *Article 33, Sign Provisions*.

(b) Single-Use Building (A commercial building with one tenant):

Signs indicating the name of a business or retail use permitted in this District with a single-use building shall have one (1) sign not to exceed fifteen (15) square feet in area per face, five (5) feet in height, of the ground sign or pylon type, and have two (2) faces.

Each establishment of a business or retail use permitted in this District with a single-use building may acquire an additional permit for a wall-mounted sign of a size not to exceed ten percent (10%) of the surface frontal area of its building or portion of the building. Signs mounted on mansards, marquees, windows, and awnings are deemed to be wall signs.

- (c) Multi-Use Building (A commercial building which houses more than one commercial tenant):

Signs indicating the name of a business or retail use permitted in this District with a multi-use building shall have one (1) sign not to exceed thirty-two (32) square feet in area per face, ten (10) feet in height, of the ground sign or pylon type, and have two (2) faces.

Each establishment of a business or retail use permitted in this District with a multi-use building may acquire an additional permit for a wall-mounted sign of a size not to exceed ten percent (10%) of the surface frontal area of its building or portion of building. Signs mounted on mansards, marquees, windows, and awnings are deemed to be wall signs.

- (d) Fees:

Signs permitted under this Article shall require a permit as more specifically enumerated in *Article 33, Sign Provisions*. Fees for each permitted sign shall be as more specifically enumerated in *Article 34, Schedule of Fees*.

36-11 SIDEWALKS

A sidewalk of a minimum six (6) feet in width shall be required to be located adjacent to the front property line and in the interior of multi-use developments.

36-12 LANDSCAPE STANDARDS

- (a) General Requirements:

Any use in this District shall suitably landscape at least five percent (5%) of the subject property and also comply with the requirements of *Article 19, Landscape and Tree Protection*.

Innovative landscape designs to include planters and/or hanging plants, as well as, a "natural cluster of trees" may be approved; if recommended by the Director of Community Development and given approval by the Planning Commission; if it is determined the landscape design is compatible with the character of the District.

More stringent design and landscape standards may be required if it is determined that the design would be more compatible with the development and more beneficial to the aesthetics of the City.

(b) Off-Street Parking Landscape Requirements:

The design and appearance of parking areas are intended to be compatible with the character of the community. Toward this objective, the following landscaping standards shall be observed in the construction of off-street parking areas:

- (1) Landscaped areas and perimeter areas shall be so graded as to receive a reasonable portion of the rainfall from the surrounding pavement. Protective curbing around landscaped areas will leave openings for the flow of water onto unpaved areas.
- (2) Landscaped areas shall be protected from vehicular encroachment by the use of curbing or wheel stops.
- (3) The owner, tenant and/or agent, if any, shall be jointly and severally responsible for watering and maintaining all landscaping in a healthy, neat and orderly condition, replacing it when necessary, and keeping it free of refuse and debris.
- (4) Adjacent residential property owners may jointly agree on the establishment of a common landscaped or fenced area between their properties which meet the requirements of this Article.

(c) Buffer Zone Requirements:

Where a business district abuts any part of a residential district, a buffer zone ten (10) feet in width shall be required. The buffer shall run the entire length of the abutting lot line(s). Under no circumstances shall this buffer impair vehicular flow and shall be part of the yard requirements. Said protection buffer shall be maintained in such a manner to accomplish its purpose continuously.

This District shall comply with the following minimum standards and said buffer zone shall be constructed of at least one of the following three (3) designs or a combination thereof as determined by the Director of Community Development and approved by the Planning Commission:

(1) Wall or Fence:

If a wall or fence of solid appearance is provided as a protection buffer, it shall be at least six (6) feet in height and of a construction and a design approved by the Planning Commission.

(2) Screen Planting Strip:

A staggered double row of Evergreen plantings at least ten (10) feet in width which will grow to at least ten (10) feet in height and spaced in a manner in which after three years it will provide an impervious visual barrier.

(3) Natural Forest:

A natural, undisturbed forest which provides a nearly impervious visual barrier due to the dense nature of the plants and/or trees. If this option is chosen, the width of the buffer zone shall be ten (10) feet in width and shall be included on the landscape plan.

The Director of Community Development shall determine whether the barrier is satisfactory via site inspection prior to approval.

36-13 SUPERVISION

The landscape architect shall be responsible for the supervision of all plantings. After completion, the landscape architect shall certify in writing to the City of Daphne that the submitted, approved landscape plan has been implemented and complies with the requirements of this Article.

36-14 CERTIFICATE OF OCCUPANCY

A certificate of occupancy shall not be issued until the submitted, approved landscape plan has been implemented or a bond has been posted. Said bond shall be in an amount equal to one hundred and fifty percent (150%) of the actual landscape cost which shall be certified by a professional landscape architect.

36-15 PENALTIES

The Code Enforcement Officer of the City of Daphne shall serve the owner of said property, each person, firm or corporation engaged in the activities regulated hereunder in which the activities are being conducted in violation of any provision of this Article with a Summons and Complaint citation. The person(s) shall be fined upon conviction, not less than twenty-five dollars (\$25.00) nor more than five hundred dollars (\$500.00) and costs of the court for each offense.

36-16 SETBACKS

MINIMUM DISTRICT REQUIREMENTS				
DISTRICT	FRONT YARD	REAR YARD	SIDE YARD	CORNER LOT SIDE YARD
R-4, Single Family or R-6(G)	15	20	6	15 Deleted: 25
R-4, Multi-Family or R-7(A, T or M) or MU	15	20	a	c Deleted: 25
B-1, Local Business B-1(a), Limited Local Business	10	b	b	c Deleted: 25
B-2, General Business	10	b	b	c Deleted: 25
B-3, Professional Business	10	b	b	c Deleted: 25

- (a) When dwelling unit faces the side yard, the dwelling unit shall not be less than twenty-five (25) feet from the side lot line.
- (b) None. If there is a rear alley, the setback shall be twenty-five (25) feet. When abutting a residential district it shall be not less than ten (10) feet. (See Buffer Requirements, § 36-12).
- (c) None, except when abutting Main Street, the corner yard setback shall be not less than twenty-five (25) feet.

36-17 MAXIMUM BUILDING HEIGHT

Except as otherwise provided herein, no structure shall exceed thirty-five (35) feet in height in any R-4, Single Family and Multi-Family Residential, district or more than 50 (fifty) feet in height in any Business or Mixed-Use District. Structures of more than fifty (50) feet may be permitted subject to the approval of the City Council (See Definition of Height, Building in *Article 8, Definition of Terms*).

36-18 DRAINAGE

Any use in this District shall comply with *Article 18, Drainage and Stormwater Management*.

36-19 SUBDIVISION REGULATIONS

Any use in this District shall comply with *Article 17, Procedures for Subdivision Review* where applicable.

36-20 DISTRICT MAP

The Village Overlay District Map, Exhibit C, is hereby adopted and as a part of this Ordinance. (See Appendix).

June 5, 2023
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 Angie Phillips called the meeting to order at 6:05pm.

2. ROLL CALL:

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

COUNCIL MEMBERS ABSENT: Joel Coleman and Ron Scott

Also Present: Jay Ross, City Attorney; Candace Antinarella, City Clerk; Chief Brian Gulsby, Police; Troy Strunk, City Development; Chief Tacon, Fire; Tonja Young, Library; Vickie Hinman, HR; Kelli Reid, Finance; Adrienne Jones, Planning; Charlie McDavid, Recreation; and Jessica Linne, Assistant City Clerk.

INVOCATION/PLEDGE OF ALLEGIANCE

Invocation was given by Pastor Charlie Stafford, Coastal Church.

RECOGNITION: Councilwoman Phillips presented the Beautification Award to Benchmark Homes Group.

PRESENTATION: Councilman Hughes and Chief Gulsby presented a proclamation and Sergeant Lassiter's service weapon to him. Two Officers' wives presented a plaque to Sergeant Lassiter's wife, Angela.

3. APPROVAL OF MINUTES:

The minutes from the May 15, 2023 regular meeting were approved.

4. REPORT OF STANDING COMMITTEES:

A. FINANCE COMMITTEE

Councilman Goodlin said the minutes from the May 15th meeting were in the packet and gave the Treasurer's Report for April 2023: Unrestricted Fund Balance-\$27,505,775; Total Cash Balance-\$43,799,681; Sales tax for March 2023 - \$2,392,929.44; Lodging Tax for March 2023-\$166,031.65; Excess Reserve Balance - \$18,128,690; Debt Summary for April 2023: Warrants-\$25,195,442; Capital Leases: General Fund-\$821,791; Enterprise Fund -\$893,427.

**MOTION by Councilman Goodlin to reject the 2023-R-Magnolia Avenue Sidewalk Extension bid for budgetary purposes. No second needed.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Goodlin to authorize the Mayor to sign the Lease Agreement for a 2023 John Deere 524P Loader. No second needed.
MOTION CARRIED UNANIMOUSLY.**

B. BUILDINGS & PROPERTY COMMITTEE

Councilman Coleman was absent. Councilwoman Phillips said the next meeting is June 12th at 5:15pm.

C. PUBLIC SAFETY COMMITTEE

Councilman Hughes said the next meeting is June 12th at 4:30pm.

D. CODE ENFORCEMENT/ORDINANCE COMMITTEE

Councilman Olen said the next meeting is July 3rd at 4:30pm.

June 5, 2023
CITY COUNCIL MEETING
REGULAR BUSINESS MEETING
1705 MAIN STREET
DAPHNE, AL
6:00 P.M.

E. PUBLIC WORKS COMMITTEE

Councilwoman Conaway said the next meeting is July 3rd at 5:15pm.

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS:

A. Board of Zoning Adjustments

Mrs. Jones said there was no report.

B. Daphne Public School Commission

Councilwoman Conaway said the June and July meetings have been cancelled.

C. Downtown Redevelopment Authority

Councilwoman Conaway said the next meeting is June 15th at 5:30pm.

D. Industrial Development Board

Councilman Scott was absent.

E. Library Board

Councilman Goodlin said the next meeting is June 8th at 4:30pm at the Library.

F. Planning Commission

Councilman Olen said the next meeting is June 22nd at 5:00pm.

G. Recreation Board

Councilman Hughes said the next meeting is tentatively July 12th at 6pm.

H. Utility Board

Councilwoman Phillips said the next meeting is June 28th.

6. PUBLIC PARTICIPATION:

Public Participation opened at 6:16pm.

Eve Gray, 114 Malibu Circle, thanked Public Works for replacing the signage for Malibu Circle.

Chasity James, 114 Meadowbrook Circle, said she is confused about the trash collection and debris pickup. She said she felt a few individuals were disrespectful to her when asking questions.

Public Participation closed at 6:21pm.

7. MAYOR'S REPORT:

Mayor LeJeune was absent.

8. CITY ATTORNEY REPORT:

City Attorney said there was no report.

9. DEPARTMENT HEAD COMMENTS:

Chief Gulsby, Police, said they had 5 officers recently sworn in and there are extra patrol officers this summer from the School Resource Officers while summer is in session.

**June 5, 2023
CITY COUNCIL MEETING
REGULAR BUSINESS MEETING
1705 MAIN STREET
DAPHNE, AL
6:00 P.M.**

Chief Tacon, Fire, congratulated the Police Department for winning the blood donation challenge and shared about the upcoming driver's written test.

Charlie McDavid, Recreation, said youth football registration has opened as well as junior summer tennis camps.

Adrienne Jones, Planning, shared that a member of the Planning Commission Board put in their resignation and there was an opening.

10. CITY CLERK'S REPORT:

**MOTION by Councilman Hughes to approve the publication and set a public hearing on July 17, 2023 for the Sirmon Properties L.L.C. Pre-Zoning Amendment located Northeast of Parker Lane and County Road 13. Seconded by Councilman Goodlin.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Hughes to approve the publication and set a public hearing on July 17, 2023 for the Sirmon Properties L.L.C. Annexation Petition located Northeast of Parker Lane and County Road 13. Seconded by Councilman Goodlin.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilwoman Conaway to approve the publication and set a public hearing on July 17, 2023 for the Eunice Lett-Coleman Zoning Amendment, 3.82 Acres +/- located Northwest of the intersection of Pollard Road and Wilson Avenue. Seconded by Councilman Hughes.
MOTION CARRIED UNANIMOUSLY.**

**MOTION BY Councilwoman Conaway to approve the publication and set a public hearing on July 17, 2023 for the Eunice Lett-Coleman Zoning Amendment, 1.46 Acres +/- located Southwest of the intersection of Pollard Road and Wilson Avenue. Seconded by Councilman Hughes.
MOTION CARRIED UNANIMOUSLY.**

City Clerk shared that interviews for the Junior City Council will begin this week.

11. RESOLUTIONS & ORDINANCES:

A. RESOLUTIONS:

2023 – 32 – Acceptance of Roads and Rights – of – Way: French Settlement, Phase 4B

2023 – 33 – Bid Award: O – Concrete Pipe – Negotiated-Alabama Pipe & Supply Co.

2023 – 34 – Bid Award: P – Topsoil, Select Base Material and Sand-Fulcrum Construction Group, LLC

**MOTION by Councilwoman Conaway to waive the reading of Resolutions 2023-32, 2023-33 and 2023-34. Seconded by Councilman Olen.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilwoman Conaway to adopt Resolution 2023-32. Seconded by Councilman Goodlin.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilwoman Conaway to adopt Resolutions 2023-33 and 2023-34. Seconded by Councilman Olen.
MOTION CARRIED UNANIMOUSLY.**

June 5, 2023
CITY COUNCIL MEETING
REGULAR BUSINESS MEETING
1705 MAIN STREET
DAPHNE, AL
6:00 P.M.

ORDINANCES:

B. 2nd READ ORDINANCES:

2023 – 17 – Amendment to Ordinance 2004-11 (Business License Ordinance) – As Previously Amended by Ordinance 2023-04 - Short Term Rentals

2023 – 18 – Ordinance to Pre-Zone Property Located Northwest of Well Road and County Road 13- Daphne Rangers Academy/Daphne Strike Soccer Club, Inc.

2023 – 19 – Ordinance to Annex Property Contiguous to the Corporate Limits of the City of Daphne – Property Located Northwest of Well Road and County Road 13 – Daphne Rangers Academy/Daphne Strike Soccer Club, Inc.

MOTION by Councilman Olen to waive the reading of Ordinances 2023-17, 2023-18 and 2023-19.

Seconded by Councilman Goodlin.

MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Hughes to adopt Ordinance 2023-17. Seconded by Councilman Goodlin.

MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Hughes to adopt Ordinance 2023-18. Seconded by Councilwoman Conaway.

MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Hughes to adopt Ordinance 2023-19. Seconded by Councilwoman Conaway.

MOTION CARRIED UNANIMOUSLY.

1ST READ ORDINANCES:

12. COUNCIL COMMENTS:

Councilwoman Conaway thanked Sergeant Lassiter for his service.

Councilman Olen thanked Sergeant Lassiter for his service. He commended a few Lake Forest residents for their stance against the Lake Forest POA.

Councilman Goodlin thanked Sergeant Lassiter.

Councilman Hughes echoed the comments about Sergeant Lassiter.

Councilwoman Phillips wished the Mayor well, shared about the upcoming Junior Council interviews and said the July 3rd Council and Committee meetings will be moved to July 5th.

13. ADJOURN:

THERE BEING NO FURTHER BUSINESS TO DISCUSS, COUNCIL ADJOURNED AT 6:38PM.

Respectfully submitted by,

Certification of Presiding Officer,

BUILDINGS & PROPERTY COMMITTEE MEETING

May 8, 2023, 5:15 p.m.

**City Hall, Council Chambers
1705 Main Street, Daphne, AL 36526**

MEETING MINUTES

MEMBERS PRESENT: Councilman Hughes, Councilman Coleman, Councilman Olen, Councilman Goodlin, Councilwoman Conaway, Councilwoman Phillips and Councilman Scott

ALSO PRESENT: Candace Antinarella, City Clerk; Mayor LeJeune; Patrick Dungan, City Attorney; Troy Strunk, City Development; Kelli Reid, Finance; Ange Baggett, Marketing; Ronnie Huskey, Public Works; Charlie McDavid, Recreation; and Eric Butler, Building Inspection.

1) CALL MEETING TO ORDER / ROLL CALL

There being a quorum present Councilman Coleman called the meeting to order at 5:12p.m.

2) MINUTES

Councilman Coleman reviewed the minutes from the April meeting.

3) PUBLIC PARTICIPATION

No one came forward to speak.

4) BUILDING INSPECTION REPORT

Eric Butler gave the building report.

5) CIVIC CENTER & BAYFRONT PAVILION REPORT

Ange Baggett gave the Civic Center Report.

6) RECREATION REPORT

Charlie McDavid gave the Recreation Report.

7) LIBRARY REPORT

There was no report.

8) VILLAGE POINT BAYFRONT PROPERTIES REPORT

There was no report.

9) FACILITIES REPORT

Ronnie Huskey reviewed the facilities report. Council discussed road paving and upkeep.

10) OLD BUSINESS

11) NEW BUSINESS

Troy Strunk discussed the 4th Street Extension. Council discussed and gave feedback.

Patrick Dungan discussed the Spire Gulf Inc. Franchise Agreement. Council discussed.

12) ANY OTHER BUILDINGS AND PROPERTY BUSINESS

13) NEXT MEETING

The next meeting is scheduled for Monday, June 12, 2023 at 5:15 p.m.

14) ADJOURN

There being no further business to discuss, the Council adjourned at 5:57pm.

City of Daphne Building Department

2019 / 2020 / 2021 / 2022 / 2023 Comparison Report

	Fees Collected					Permits Issued					CO's Issued				
	2019	2020	2021	2022	2023	2019	2020	2021	2022	2023	2019	2020	2021	2022	2023
Oct	\$41,508.58	\$93,181.87	\$94,131.53	\$84,303.63	\$47,086.96	141	215	357	308	192	23	11	31	40	28
Nov	\$30,939.41	\$62,198.00	\$109,387.14	\$91,672.49	\$50,279.03	106	223	378	351	286	18	26	30	30	36
Dec	\$28,050.20	\$233,529.32	\$101,471.36	\$128,605.99	\$57,070.59	108	252	383	296	216	23	33	43	53	36
Jan	\$54,262.58	\$118,498.03	\$132,049.79	\$259,810.62	\$33,804.54	180	270	372	350	152	21	14	24	36	33
Feb	\$65,020.99	\$140,560.44	\$97,396.64	\$129,315.56	\$44,081.76	225	308	350	292	169	17	33	32	32	31
Mar	\$66,919.78	\$77,067.98	\$95,472.42	\$116,358.20	\$30,603.28	204	362	391	431	181	20	45	52	84	44
Apr	\$62,429.27	\$94,394.17	\$80,088.89	\$60,816.35	\$76,873.19	228	272	373	324	212	23	32	40	42	27
May	\$76,949.69	\$95,010.56	\$101,848.37	\$65,454.25	\$147,875.62	247	294	380	306	288	18	39	42	48	20
June	\$57,871.17	\$179,966.08	\$100,508.32	\$147,395.66		223	399	394	355		24	49	50	34	
July	\$69,166.73	\$77,442.81	\$78,547.74	\$87,733.72		239	323	408	305		10	45	29	23	
Aug	\$119,198.28	\$105,147.77	\$59,376.50	\$61,504.63		272	307	309	299		44	34	30	19	
Sept	\$76,320.28	\$71,226.36	\$93,879.09	\$140,065.18		303	352	442	328		21	35	48	40	
Total	\$748,636.96	\$1,348,223.39	\$1,144,157.79	\$1,373,036.28	\$487,674.97	2476	3577	4537	3945	1696	262	396	451	481	255
Percent	NA	80.09%	-15.14%	20.00%		NA	44.47%	26.84%	-13.05%		NA	51.15%	13.89%	6.65%	

May FY2023 Notes

Building Inspections-

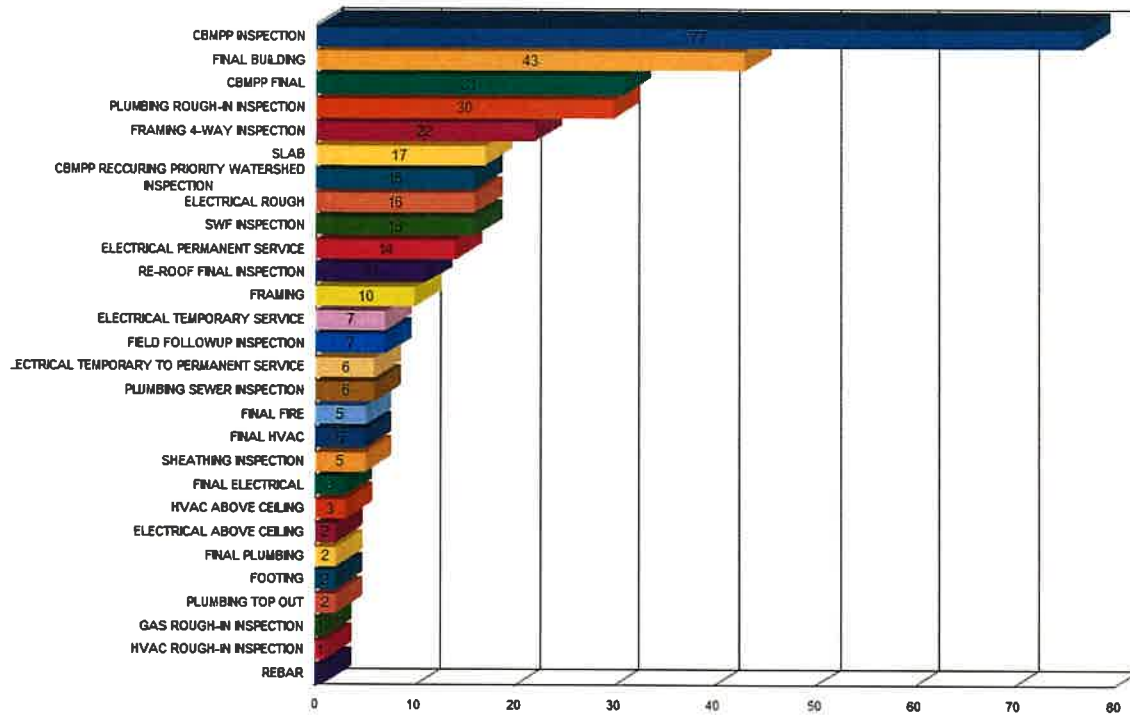
288 Permits issued, 20 Certificate Of Occupancies issued, and 40 New home permits issued 1 New Commercial

6 New Commercial Pending and 9 Residential Pending

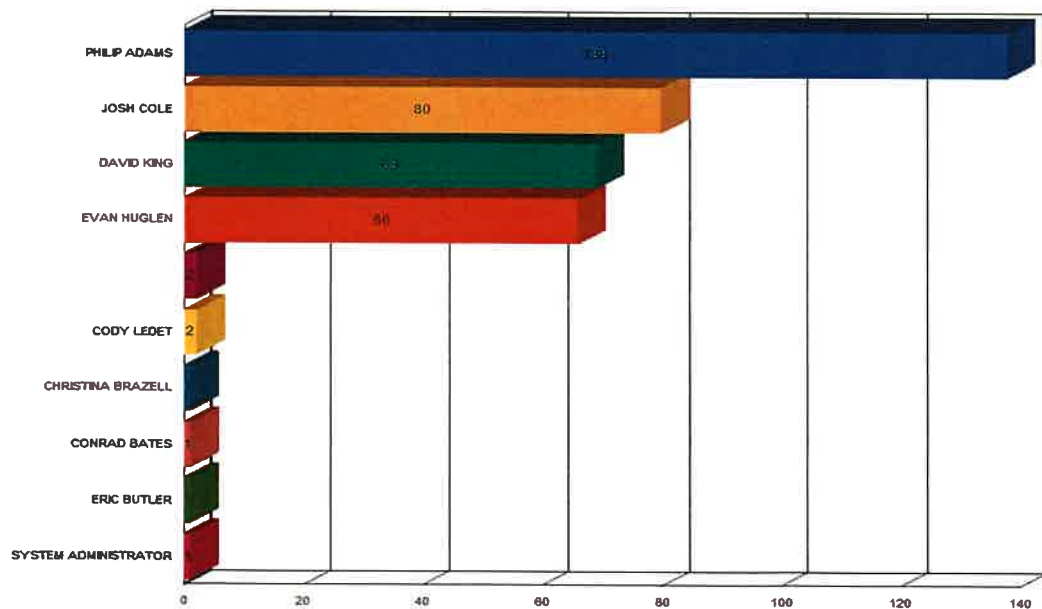
216 BUILDING INSPECTIONS – 141 ENVIROMENTAL INSPECTIONS – 357 TOTAL INSPECTIONS



ALL INSPECTIONS BY ACTUAL START DATE BY INSPECTION TYPE (05/01/2023 TO 05/31/2023)
FOR CITY OF DAPHNE



ALL INSPECTIONS BY ACTUAL START DATE BY INSPECTOR (05/01/2023 TO 05/31/2023)
FOR CITY OF DAPHNE



PERMITS ISSUED BY (05/01/2023 TO 05/31/2023) FOR CITY OF DAPHNE

Building Permit (Commercial)

Work Class New Construction (Commercial)

BLDC-014874-2023	Type: Building Permit (Commercial)	District:	Main Address:	9878 Spanish Fort Blvd
Status: Issued	Workclass: New Construction (Commercial)	Project:	Parcel:	Daphne, AL 36527
Application Date: 05/05/2023	Issue Date: 05/24/2023	Expiration: 11/20/2023	Last Inspection:	Finalized Date:
Zone:	Sq Ft: 0	Valuation: \$1,560,665.00	Fee Total: \$11,955.32	Assigned To:
Additional Info:				
Master Permit: 19-	IBC Commercial Building Code Year: 2018	Contract Value: 1560665.00		

Contractor: BCM Moring Company, Inc.

Value total for Work Class New Construction (Commercial):

Fee total for Work Class New Construction (Commercial):

Value total for Permit Type Building Permit (Commercial): \$1,560,665. Fee total for Permit Type Building Permit (Commercial):

PERMITS ISSUED for Permit Type:

1

Building Permit (Residential)

Work Class New Construction (Residential)

BLDR-014538-2023	Type: Building Permit (Residential)	District:	Main Address:	611 Belrose Av
Status: Issued	Workclass: New Construction (Residential)	Project: Old Town Daphne Area	Parcel: 39418	Daphne, AL 36526
Application Date: 03/21/2023	Issue Date: 05/05/2023	Expiration: 11/01/2023	Last Inspection: 05/17/2023	Finalized Date:
Zone:	Sq Ft: 0	Valuation: \$581,795.97	Fee Total: \$3,110.00	Assigned To:
Additional Info:				
Heated and Cooled Valuation: 506923	Number of Stories: 0	Heated and Cooled Square Feet: 3360	Non-Heated and Cooled Square Feet: 1239	Non-Heated and Cooled Valuation: 74872.8
IRC Residential Building Code Year: 2018	Subdivision: YUILLE SUB BELROSE WHARF	Subdivision Unit or Phase: 4	Lot Number: A	Zoned: R-2

Watershed: UT Mobile Bay

Description: LOT A BLOCK 4 YUILLE SUB BELROSE WHARF

Contractor: LIMITLESS HOMES, LLC 29891 WOODROW LN DAPHNE, AL 36526 251-929-9008

PERMITS ISSUED BY (05/01/2023 TO 05/31/2023)

BLDR-014817-2023	Type: Building Permit (Residential)	District:	Main Address:	11322 Genuine Risk Cir
Status: Issued	Workclass: New Construction (Residential)	Project: Jubilee Farms Phase 13	Parcel:	Daphne, AL 36526
Application Date: 04/28/2023	Issue Date: 05/01/2023	Expiration: 10/30/2023	Last Inspection:	Finalized Date:
Zone:	Sq Ft: 0	Valuation: \$514,056.15	Fee Total: \$2,748.56	Assigned To:
Additional Info:				
Heated and Cooled Valuation: 456418	Number of Stories: 0	Heated and Cooled Square Feet: 2727	Non-Heated and Cooled Square Feet: 867	Non-Heated and Cooled Valuation: 57638.2
IRC Residential Building Code Year: 2018	Subdivision: JUBILEE FARMS	Subdivison Unit or Phase: 13	Lot Number: 774	Zoned: PUD
Watershed: Fish River	Flood Zone: X			
Description: LOT 774 PHASE 13 JUBILEE FARMS				
Contractor: D R HORTON 25366 PROFIT DR DAPHNE, AL 36526 251-316-5429 Drhortoninspections@drhorton.com				

BLDR-014821-2023	Type: Building Permit (Residential)	District:	Main Address:	11135 Genuine Risk Cir
Status: Issued	Workclass: New Construction (Residential)	Project: Jubilee Farms Phase 13	Parcel:	Daphne, AL 36526
Application Date: 05/01/2023	Issue Date: 05/02/2023	Expiration: 10/30/2023	Last Inspection:	Finalized Date:
Zone:	Sq Ft: 0	Valuation: \$514,056.15	Fee Total: \$2,748.56	Assigned To:
Additional Info:				
Heated and Cooled Valuation: 456418	Number of Stories: 0	Heated and Cooled Square Feet: 2727	Non-Heated and Cooled Square Feet: 867	Non-Heated and Cooled Valuation: 57638.2
IRC Residential Building Code Year: 2018	Subdivision: JUBILEE FARMS	Subdivison Unit or Phase: 13	Lot Number: 741	Zoned: PUD
Watershed: Fish River	Flood Zone: X			
Description: LOT 741 JUBILEE FARMS PHASE 13				
Contractor: D R HORTON 25366 PROFIT DR DAPHNE, AL 36526 251-316-5429 Drhortoninspections@drhorton.com				

BLDR-014830-2023	Type: Building Permit (Residential)	District:	Main Address:	11520 Genuine Risk Cir
Status: Issued	Workclass: New Construction (Residential)	Project: Jubilee Farms Phase 13	Parcel:	Daphne, AL 36526
Application Date: 05/01/2023	Issue Date: 05/02/2023	Expiration: 10/30/2023	Last Inspection:	Finalized Date:
Zone:	Sq Ft: 0	Valuation: \$514,056.15	Fee Total: \$2,748.56	Assigned To:
Additional Info:				
Heated and Cooled Valuation: 456418	Number of Stories: 0	Heated and Cooled Square Feet: 2727	Non-Heated and Cooled Square Feet: 867	Non-Heated and Cooled Valuation: 57638.2
IRC Residential Building Code Year: 2018	Subdivision: JUBILEE FARMS	Subdivison Unit or Phase: 13	Lot Number: 784	Zoned: PUD
Watershed: Fish River	Flood Zone: X			
Description: LOT 784 PHASE 13 JUBILEE FARMS				
Contractor: D R HORTON 25366 PROFIT DR DAPHNE, AL 36526 251-316-5429 Drhortoninspections@drhorton.com				

PERMITS ISSUED BY (05/01/2023 TO 05/31/2023)

BLDR-014831-2023 Status: Issued Application Date: 05/01/2023 Zone: Additional Info: Heated and Cooled Valuation: 456418 IRC Residential Building Code Year: 2018 Watershed: Fish River	Type: Building Permit (Residential) Workclass: New Construction (Residential) Issue Date: 05/02/2023 Sq Ft: 0 Number of Stories: 0 Subdivision: JUBILEE FARMS Flood Zone: X	District: Project: Jubilee Farms Phase 13 Expiration: 10/30/2023 Valuation: \$514,056.15 Heated and Cooled Square Feet: 2727 Subdivison Unit or Phase: 13	Main Address: Parcel: Last Inspection: Fee Total: \$2,748.56 Non-Heated and Cooled Square Feet: 867 Lot Number: 782	11496 Genuine Risk Cir Daphne, AL 36526 Finalized Date: Assigned To: Non-Heated and Cooled Valuation: 57638.2 Zoned: PUD
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Description: LOT 782 PHASE 13 JUBILEE FARMS
Contractor: D R HORTON 25366 PROFIT DR DAPHNE, AL 36526 251-316-5429 Drhortoninspections@drhorton.com

BLDR-014832-2023 Status: Issued Application Date: 05/01/2023 Zone: Additional Info: Heated and Cooled Valuation: 456418 IRC Residential Building Code Year: 2018 Watershed: Fish River	Type: Building Permit (Residential) Workclass: New Construction (Residential) Issue Date: 05/02/2023 Sq Ft: 0 Number of Stories: 0 Subdivision: JUBILEE FARMS Flood Zone: X	District: Project: Jubilee Farms Phase 13 Expiration: 10/30/2023 Valuation: \$514,056.15 Heated and Cooled Square Feet: 2727 Subdivison Unit or Phase: 13	Main Address: Parcel: Last Inspection: Fee Total: \$2,748.56 Non-Heated and Cooled Square Feet: 867 Lot Number: 787	11556 Genuine Risk Cir Daphne, AL 36526 Finalized Date: Assigned To: Non-Heated and Cooled Valuation: 57638.2 Zoned: PUD
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Description: LOT 787 PHASE 13 JUBILEE FARMS
Contractor: D R HORTON 25366 PROFIT DR DAPHNE, AL 36526 251-316-5429 Drhortoninspections@drhorton.com

BLDR-014837-2023 Status: Issued Application Date: 05/01/2023 Zone: Additional Info: Heated and Cooled Valuation: 456418 IRC Residential Building Code Year: 2018 Watershed: Fish River	Type: Building Permit (Residential) Workclass: New Construction (Residential) Issue Date: 05/02/2023 Sq Ft: 0 Number of Stories: 0 Subdivision: JUBILEE FARMS Flood Zone: X	District: Project: Jubilee Farms Phase 13 Expiration: 10/30/2023 Valuation: \$514,056.15 Heated and Cooled Square Feet: 2727 Subdivison Unit or Phase: 13	Main Address: Parcel: Last Inspection: Fee Total: \$2,748.56 Non-Heated and Cooled Square Feet: 867 Lot Number: 795	11577 Genuine Risk Cir Daphne, AL 36526 Finalized Date: Assigned To: Non-Heated and Cooled Valuation: 57638.2 Zoned: PUD
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Description: LOT 795 PHASE 13 JUBILEE FARMS
Contractor: D R HORTON 25366 PROFIT DR DAPHNE, AL 36526 251-316-5429 Drhortoninspections@drhorton.com

PERMITS ISSUED BY (05/01/2023 TO 05/31/2023)

BLDR-014838-2023	Type: Building Permit (Residential)	District:	Main Address:	11284 Genuine Risk Cir
Status: Issued	Workclass: New Construction (Residential)	Project: Jubilee Farms Phase 13	Parcel:	Daphne, AL 36526
Application Date: 05/01/2023	Issue Date: 05/02/2023	Expiration: 10/30/2023	Last Inspection:	Finalized Date:
Zone:	Sq Ft: 0	Valuation: \$514,056.15	Fee Total: \$2,748.56	Assigned To:
Additional Info:				
Heated and Cooled Valuation: 456418	Number of Stories: 0	Heated and Cooled Square Feet: 2727	Non-Heated and Cooled Square Feet: 867	Non-Heated and Cooled Valuation: 57638.2
IRC Residential Building Code Year: 2018	Subdivision: JUBILEE FARMS	Subdivison Unit or Phase: 13	Lot Number: 771	Zoned: PUD
Watershed: Fish River	Flood Zone: X			
Description: LOT 771 PHASE 13 JUBILEE FARMS				
Contractor: D R HORTON 25366 PROFIT DR DAPHNE, AL 36526 251-316-5429 Drhortoninspections@drhorton.com				

BLDR-014841-2023	Type: Building Permit (Residential)	District:	Main Address:	11437 Genuine Risk Cir
Status: Issued	Workclass: New Construction (Residential)	Project: Jubilee Farms Phase 13	Parcel:	Daphne, AL 36526
Application Date: 05/02/2023	Issue Date: 05/03/2023	Expiration: 10/30/2023	Last Inspection:	Finalized Date:
Zone:	Sq Ft: 0	Valuation: \$514,056.15	Fee Total: \$2,748.56	Assigned To:
Additional Info:				
Heated and Cooled Valuation: 456418	Number of Stories: 0	Heated and Cooled Square Feet: 2727	Non-Heated and Cooled Square Feet: 867	Non-Heated and Cooled Valuation: 57638.2
IRC Residential Building Code Year: 2018	Subdivision: JUBILEE FARMS	Subdivison Unit or Phase: 13	Lot Number: 761	Zoned: PUD
Watershed: Fish River	Flood Zone: X			
Description: LOT 761 PHASE 13 JUBILEE FARMS				
Contractor: D R HORTON 25366 PROFIT DR DAPHNE, AL 36526 251-316-5429 Drhortoninspections@drhorton.com				

BLDR-014846-2023	Type: Building Permit (Residential)	District:	Main Address:	11228 Genuine Risk Cir
Status: Issued	Workclass: New Construction (Residential)	Project: Jubilee Farms Phase 13	Parcel:	Daphne, AL 36526
Application Date: 05/02/2023	Issue Date: 05/03/2023	Expiration: 10/30/2023	Last Inspection:	Finalized Date:
Zone:	Sq Ft: 0	Valuation: \$514,056.15	Fee Total: \$2,748.56	Assigned To:
Additional Info:				
Heated and Cooled Valuation: 456418	Number of Stories: 0	Heated and Cooled Square Feet: 2727	Non-Heated and Cooled Square Feet: 867	Non-Heated and Cooled Valuation: 57638.2
IRC Residential Building Code Year: 2018	Subdivision: JUBILEE FARMS	Subdivison Unit or Phase: 13	Lot Number: 767	Zoned: PUD
Watershed: Fish River	Flood Zone: X			
Description: LOT 767 PHASE 13 JUBILEE FARMS				
Contractor: D R HORTON 25366 PROFIT DR DAPHNE, AL 36526 251-316-5429 Drhortoninspections@drhorton.com				

PERMITS ISSUED BY (05/01/2023 TO 05/31/2023)

BLDR-014856-2023 Status: Issued Application Date: 05/03/2023 Zone: Additional Info: Heated and Cooled Valuation: 380432 IRC Residential Building Code Year: 2018 Watershed: Fish River	Type: Building Permit (Residential) Workclass: New Construction (Residential) Issue Date: 05/03/2023 Sq Ft: 0 Number of Stories: 0 Subdivision: JUBILEE FARMS Flood Zone: X	District: Project: Jubilee Farms Phase 13 Expiration: 10/30/2023 Valuation: \$442,723.77 Heated and Cooled Square Feet: 2273 Subdivison Unit or Phase: 13	Main Address: Parcel: Last Inspection: Fee Total: \$2,378.66 Non-Heated and Cooled Square Feet: 937 Lot Number: 749	11229 Genuine Risk Cir Daphne, AL 36526 Final Date: Assigned To: Non-Heated and Cooled Valuation: 62291.8 Zoned: PUD
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Description: LOT 749 PHASE 13 JUBILEE FARMS
Contractor: D R HORTON 25366 PROFIT DR DAPHNE, AL 36526 251-316-5429 Drhortoninspections@drhorton.com

BLDR-014857-2023 Status: Issued Application Date: 05/03/2023 Zone: Additional Info: Heated and Cooled Valuation: 380432 IRC Residential Building Code Year: 2018 Watershed: Fish River	Type: Building Permit (Residential) Workclass: New Construction (Residential) Issue Date: 05/03/2023 Sq Ft: 0 Number of Stories: 0 Subdivision: JUBILEE FARMS Flood Zone: X	District: Project: Jubilee Farms Phase 13 Expiration: 10/30/2023 Valuation: \$442,723.77 Heated and Cooled Square Feet: 2273 Subdivison Unit or Phase: 13	Main Address: Parcel: Last Inspection: Fee Total: \$2,378.66 Non-Heated and Cooled Square Feet: 937 Lot Number: 742	11147 Genuine Risk Cir Daphne, AL 36526 Final Date: Assigned To: Non-Heated and Cooled Valuation: 62291.8 Zoned: PUD
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Description: LOT 742 JUBILEE FARMS PHASE 13
Contractor: D R HORTON 25366 PROFIT DR DAPHNE, AL 36526 251-316-5429 Drhortoninspections@drhorton.com

BLDR-014873-2023 Status: Issued Application Date: 05/04/2023 Zone: Additional Info: Heated and Cooled Valuation: 456418 IRC Residential Building Code Year: 2018 Watershed: Fish River	Type: Building Permit (Residential) Workclass: New Construction (Residential) Issue Date: 05/08/2023 Sq Ft: 0 Number of Stories: 0 Subdivision: JUBILEE FARMS Flood Zone: X	District: Project: Jubilee Farms Phase 13 Expiration: 11/06/2023 Valuation: \$514,056.15 Heated and Cooled Square Feet: 2727 Subdivison Unit or Phase: 13	Main Address: Parcel: Last Inspection: Fee Total: \$2,748.56 Non-Heated and Cooled Square Feet: 867 Lot Number: 797	11607 Genuine Risk Cir Daphne, AL 36526 Final Date: Assigned To: Non-Heated and Cooled Valuation: 57638.2 Zoned: PUD
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Description: LOT 797 PHASE 13 JUBILEE FARMS
Contractor: D R HORTON 25366 PROFIT DR DAPHNE, AL 36526 251-316-5429 Drhortoninspections@drhorton.com

PERMITS ISSUED BY (05/01/2023 TO 05/31/2023)

BLDR-014937-2023	Type: Building Permit (Residential)	District:	Main Address:	11216 Genuine Risk Cir
Status: Issued	Workclass: New Construction (Residential)	Project: Jubilee Farms Phase 13	Parcel:	Daphne, AL 36526
Application Date: 05/10/2023	Issue Date: 05/11/2023	Expiration: 11/07/2023	Last Inspection:	Finalized Date:
Zone:	Sq Ft: 0	Valuation: \$514,056.15	Fee Total: \$2,748.56	Assigned To:
Additional Info:				
Heated and Cooled Valuation: 456418	Number of Stories: 0	Heated and Cooled Square Feet: 2727	Non-Heated and Cooled Square Feet: 867	Non-Heated and Cooled Valuation: 57638.2
IRC Residential Building Code Year: 2018	Subdivision: JUBILEE FARMS	Subdivison Unit or Phase: 13	Lot Number: 766	Zoned: PUD
Watershed: Fish River	Flood Zone: X			
Description: LOT 766 PHASE 13 JUBILEE FARMS				
Contractor: D R HORTON 25366 PROFIT DR DAPHNE, AL 36526 251-316-5429 Drhortoninspections@drhorton.com				

BLDR-014938-2023	Type: Building Permit (Residential)	District:	Main Address:	11541 Genuine Risk Cir
Status: Issued	Workclass: New Construction (Residential)	Project: Jubilee Farms Phase 13	Parcel:	Daphne, AL 36526
Application Date: 05/10/2023	Issue Date: 05/11/2023	Expiration: 11/07/2023	Last Inspection:	Finalized Date:
Zone:	Sq Ft: 0	Valuation: \$514,056.15	Fee Total: \$2,748.56	Assigned To:
Additional Info:				
Heated and Cooled Valuation: 456418	Number of Stories: 0	Heated and Cooled Square Feet: 2727	Non-Heated and Cooled Square Feet: 867	Non-Heated and Cooled Valuation: 57638.2
IRC Residential Building Code Year: 2018	Subdivision: JUBILEE FARMS	Subdivison Unit or Phase: 13	Lot Number: 792	Zoned: PUD
Watershed: Fish River	Flood Zone: X			
Description: LOT 792 PHASE 13 JUBILEE FARMS				
Contractor: D R HORTON 25366 PROFIT DR DAPHNE, AL 36526 251-316-5429 Drhortoninspections@drhorton.com				

BLDR-014939-2023	Type: Building Permit (Residential)	District:	Main Address:	27393 Felicity Ln
Status: Issued	Workclass: New Construction (Residential)	Project: French Settlement Phase 4	Parcel:	Daphne, AL 36526
Application Date: 05/10/2023	Issue Date: 05/12/2023	Expiration: 11/08/2023	Last Inspection:	Finalized Date:
Zone:	Sq Ft: 0	Valuation: \$487,170.42	Fee Total: \$2,540.00	Assigned To:
Additional Info:				
Heated and Cooled Valuation: 438175	Number of Stories: 0	Heated and Cooled Square Feet: 2618	Non-Heated and Cooled Square Feet: 737	Non-Heated and Cooled Valuation: 48995.8
IRC Residential Building Code Year: 2018	Subdivision: FRENCH SETTLEMENT	Subdivison Unit or Phase: 4A	Lot Number: 15	Zoned: R-3
Watershed: Tiawasee	Flood Zone: X			
Description: LOT 15 PHASE 4A FRENCH SETTLEMENT				
Contractor: TRULAND HOMES LLC 29891 WOODROW LN SPANISH FORT, AL 36527 251-621-0850 elankford@trulandhomes.com				

PERMITS ISSUED BY (05/01/2023 TO 05/31/2023)

BLDR-014940-2023	Type: Building Permit (Residential)	District:	Main Address:	10901 Secretariat Blvd
Status: Issued	Workclass: New Construction (Residential)	Project: Jubilee Farms Phase 6	Parcel:	Daphne, AL 36526
Application Date: 05/10/2023	Issue Date: 05/12/2023	Expiration: 11/22/2023	Last Inspection: 05/26/2023	Finalized Date:
Zone:	Sq Ft: 0	Valuation: \$511,954.53	Fee Total: \$2,760.00	Assigned To:
Additional Info:				
Heated and Cooled Valuation: 460100	Number of Stories: 0	Heated and Cooled Square Feet: 2749	Non-Heated and Cooled Square Feet: 780	Non-Heated and Cooled Valuation: 51854.4
IRC Residential Building Code Year: 2018	Subdivision: JUBILEE FARMS	Subdivison Unit or Phase: 6	Lot Number: 325	Zoned: PUD
Watershed: Fly Creek	Flood Zone: X			
Description: LOT 325 PHASE 6 JUBILEE FARMS				
Contractor: TRULAND HOMES LLC 29891 WOODROW LN SPANISH FORT, AL 36527 251-621-0850 elankford@trulandhomes.com				

BLDR-014941-2023	Type: Building Permit (Residential)	District:	Main Address:	27369 Felicity Ln
Status: Issued	Workclass: New Construction (Residential)	Project: French Settlement Phase 4	Parcel:	Daphne, AL 36526
Application Date: 05/10/2023	Issue Date: 05/10/2023	Expiration: 11/06/2023	Last Inspection:	Finalized Date:
Zone:	Sq Ft: 0	Valuation: \$472,205.67	Fee Total: \$2,565.00	Assigned To:
Additional Info:				
Heated and Cooled Valuation: 422944	Number of Stories: 0	Heated and Cooled Square Feet: 2527	Non-Heated and Cooled Square Feet: 741	Non-Heated and Cooled Valuation: 49261.7
IRC Residential Building Code Year: 2018	Subdivision: FRENCH SETTLEMENT	Subdivison Unit or Phase: 4A	Lot Number: 13	Zoned: R-3
Watershed: Tiawasee	Flood Zone: X			
Description: LOT 13 PHASE 4A JUBILEE FARMS				
Contractor: TRULAND HOMES LLC 29891 WOODROW LN SPANISH FORT, AL 36527 251-621-0850 elankford@trulandhomes.com				

BLDR-014942-2023	Type: Building Permit (Residential)	District:	Main Address:	27405 Felicity Ln
Status: Issued	Workclass: New Construction (Residential)	Project: French Settlement Phase 4	Parcel:	Daphne, AL 36526
Application Date: 05/10/2023	Issue Date: 05/12/2023	Expiration: 11/08/2023	Last Inspection:	Finalized Date:
Zone:	Sq Ft: 0	Valuation: \$518,694.00	Fee Total: \$2,795.00	Assigned To:
Additional Info:				
Heated and Cooled Valuation: 463782	Number of Stories: 0	Heated and Cooled Square Feet: 2771	Non-Heated and Cooled Square Feet: 826	Non-Heated and Cooled Valuation: 54912.5
IRC Residential Building Code Year: 2018	Subdivision: FRENCH SETTLEMENT	Subdivison Unit or Phase: 4A	Lot Number: 16	Zoned: R-3
Watershed: Tiawasee	Flood Zone: X			
Description: LOT 16 PHASE 4A FRENCH SETTLEMENT				
Contractor: TRULAND HOMES LLC 29891 WOODROW LN SPANISH FORT, AL 36527 251-621-0850 elankford@trulandhomes.com				

PERMITS ISSUED BY (05/01/2023 TO 05/31/2023)

BLDR-014943-2023	Type: Building Permit (Residential)	District:	Main Address:	10876 Secretariat Blvd
Status: Issued	Workclass: New Construction (Residential)	Project: Jubilee Farms Phase 6	Parcel:	Daphne, AL 36526
Application Date: 05/10/2023	Issue Date: 05/12/2023	Expiration: 11/22/2023	Last Inspection: 05/26/2023	Finalized Date:
Zone:	Sq Ft: 0	Valuation: \$472,205.67	Fee Total: \$2,565.00	Assigned To:
Additional Info:				
Heated and Cooled Valuation: 422944	Number of Stories: 0	Heated and Cooled Square Feet: 2527	Non-Heated and Cooled Square Feet: 741	Non-Heated and Cooled Valuation: 49261.7
IRC Residential Building Code Year: 2018	Subdivision: JUBILEE FARMS	Subdivison Unit or Phase: 6	Lot Number: 310	Zoned: PUD
Watershed: Fly Creek	Flood Zone: X			
Description: LOT 310 PHASE 6 JUBILEE FARMS				
Contractor: TRULAND HOMES LLC 29891 WOODROW LN SPANISH FORT, AL 36527 251-621-0850 elankford@trulandhomes.com				

BLDR-014952-2023	Type: Building Permit (Residential)	District:	Main Address:	11188 Genuine Risk Cir
Status: Issued	Workclass: New Construction (Residential)	Project: Jubilee Farms Phase 13	Parcel:	Daphne, AL 36526
Application Date: 05/11/2023	Issue Date: 05/12/2023	Expiration: 11/08/2023	Last Inspection:	Finalized Date:
Zone:	Sq Ft: 0	Valuation: \$427,173.78	Fee Total: \$2,301.60	Assigned To:
Additional Info:				
Heated and Cooled Valuation: 376583	Number of Stories: 0	Heated and Cooled Square Feet: 2250	Non-Heated and Cooled Square Feet: 761	Non-Heated and Cooled Valuation: 50591.3
IRC Residential Building Code Year: 2018	Subdivision: JUBILEE FARMS	Subdivison Unit or Phase: 13	Lot Number: 764	Zoned: PUD
Watershed: Fish River	Flood Zone: X			
Description: LOT 764 PHASE 13 JUBILEE FARMS				
Contractor: D R HORTON 25366 PROFIT DR DAPHNE, AL 36526 251-316-5429 Drhortoninspections@drhorton.com				

BLDR-014953-2023	Type: Building Permit (Residential)	District:	Main Address:	11602 Genuine Risk Cir
Status: Issued	Workclass: New Construction (Residential)	Project: Jubilee Farms Phase 13	Parcel:	Daphne, AL 36526
Application Date: 05/11/2023	Issue Date: 05/12/2023	Expiration: 11/08/2023	Last Inspection:	Finalized Date:
Zone:	Sq Ft: 0	Valuation: \$464,519.31	Fee Total: \$2,491.69	Assigned To:
Additional Info:				
Heated and Cooled Valuation: 407546	Number of Stories: 0	Heated and Cooled Square Feet: 2435	Non-Heated and Cooled Square Feet: 857	Non-Heated and Cooled Valuation: 56973.4
IRC Residential Building Code Year: 2018	Subdivision: JUBILEE FARMS	Subdivison Unit or Phase: 13	Lot Number: 790	Zoned: PUD
Watershed: Fish River	Flood Zone: X			
Description: LOT 790 PHASE 13 JUBILEE FARMS				
Contractor: D R HORTON 25366 PROFIT DR DAPHNE, AL 36526 251-316-5429 Drhortoninspections@drhorton.com				

PERMITS ISSUED BY (05/01/2023 TO 05/31/2023)

BLDR-014954-2023	Type: Building Permit (Residential)	District:	Main Address:	11568 Genuine Risk Cir
Status: Issued	Workclass: New Construction (Residential)	Project: Jubilee Farms Phase 13	Parcel:	Daphne, AL 36526
Application Date: 05/11/2023	Issue Date: 05/12/2023	Expiration: 11/08/2023	Last Inspection:	Finalized Date:
Zone:	Sq Ft: 0	Valuation: \$442,723.77	Fee Total: \$2,378.66	Assigned To:
Additional Info:				
Heated and Cooled Valuation: 380432	Number of Stories: 0	Heated and Cooled Square Feet: 2273	Non-Heated and Cooled Square Feet: 937	Non-Heated and Cooled Valuation: 62291.8
IRC Residential Building Code Year: 2018	Subdivision: JUBILEE FARMS	Subdivison Unit or Phase: 13	Lot Number: 788	Zoned: PUD
Watershed: Fish River	Flood Zone: X			
Description: LOT 788 PHASE 13 JUBILEE FARMS				
Contractor: D R HORTON 25366 PROFIT DR DAPHNE, AL 36526 251-316-5429 Drhortoninspections@drhorton.com				

BLDR-014980-2023	Type: Building Permit (Residential)	District:	Main Address:	11210 Elemis Dr
Status: Issued	Workclass: New Construction (Residential)	Project: Reserve at Daphne Phase 2	Parcel:	Daphne, AL 36526
Application Date: 05/16/2023	Issue Date: 05/18/2023	Expiration: 11/28/2023	Last Inspection: 06/01/2023	Finalized Date:
Zone:	Sq Ft: 0	Valuation: \$334,475.58	Fee Total: \$1,823.81	Assigned To:
Additional Info:				
Heated and Cooled Valuation: 296914	Number of Stories: 0	Heated and Cooled Square Feet: 1774	Non-Heated and Cooled Square Feet: 565	Non-Heated and Cooled Valuation: 37561.2
IRC Residential Building Code Year: 2018	Subdivision: JUBILEE FARMS	Subdivison Unit or Phase: 2	Lot Number: 156	
Description: LOT 156 PHASE 2 RESERVE AT DAPHNE				
Contractor: D R HORTON 25366 PROFIT DR DAPHNE, AL 36526 251-316-5429 Drhortoninspections@drhorton.com				

BLDR-014981-2023	Type: Building Permit (Residential)	District:	Main Address:	11059 Elemis Dr
Status: Issued	Workclass: New Construction (Residential)	Project: Reserve at Daphne Phase 2	Parcel:	Daphne, AL 36526
Application Date: 05/16/2023	Issue Date: 05/18/2023	Expiration: 11/14/2023	Last Inspection:	Finalized Date:
Zone:	Sq Ft: 0	Valuation: \$308,099.94	Fee Total: \$1,690.24	Assigned To:
Additional Info:				
Heated and Cooled Valuation: 270805	Number of Stories: 0	Heated and Cooled Square Feet: 1618	Non-Heated and Cooled Square Feet: 561	Non-Heated and Cooled Valuation: 37295.3
IRC Residential Building Code Year: 2018	Subdivision: RESERVE AT DAPHNE	Subdivison Unit or Phase: 2	Lot Number: 175	
Description: LOT 175 PHASE 2 RESERVE AT DAPHNE				
Contractor: D R HORTON 25366 PROFIT DR DAPHNE, AL 36526 251-316-5429 Drhortoninspections@drhorton.com				

PERMITS ISSUED BY (05/01/2023 TO 05/31/2023)

BLDR-014982-2023	Type: Building Permit (Residential)	District:	Main Address:	11207 Elemis Dr
Status: Issued	Workclass: New Construction (Residential)	Project: Reserve at Daphne Phase 2	Parcel:	Daphne, AL 36526
Application Date: 05/16/2023	Issue Date: 05/18/2023	Expiration: 11/14/2023	Last Inspection:	Finalized Date:
Zone:	Sq Ft: 0	Valuation: \$331,616.94	Fee Total: \$1,808.40	Assigned To:
Additional Info:				
Heated and Cooled Valuation: 296914	Number of Stories: 0	Heated and Cooled Square Feet: 1774	Non-Heated and Cooled Square Feet: 522	Non-Heated and Cooled Valuation: 34702.6
IRC Residential Building Code Year: 2018	Subdivision: RESERVE AT DAPHNE	Subdivison Unit or Phase: 2	Lot Number: 187	

Description: LOT 187 PHASE 2 RESERVE AT DAPHNE

Contractor: D R HORTON 25366 PROFIT DR DAPHNE, AL 36526 251-316-5429 Drhortoninspections@drhorton.com

BLDR-014989-2023	Type: Building Permit (Residential)	District:	Main Address:	11035 Elemis Dr
Status: Issued	Workclass: New Construction (Residential)	Project: Reserve at Daphne Phase 2	Parcel:	Daphne, AL 36526
Application Date: 05/17/2023	Issue Date: 05/18/2023	Expiration: 11/27/2023	Last Inspection: 05/31/2023	Finalized Date:
Zone:	Sq Ft: 0	Valuation: \$390,670.74	Fee Total: \$2,111.51	Assigned To:
Additional Info:				
Heated and Cooled Valuation: 337753	Number of Stories: 0	Heated and Cooled Square Feet: 2018	Non-Heated and Cooled Square Feet: 796	Non-Heated and Cooled Valuation: 52918.1
IRC Residential Building Code Year: 2018	Subdivision: RESERVE AT DAPHNE	Subdivison Unit or Phase: 2	Lot Number: 173	Contract Value: 390670.00

Description: LOT 173 PHASE 2 RESERVE AT DAPHNE

Contractor: D R HORTON 25366 PROFIT DR DAPHNE, AL 36526 251-316-5429 Drhortoninspections@drhorton.com

BLDR-014990-2023	Type: Building Permit (Residential)	District:	Main Address:	11101 Elemis Dr
Status: Issued	Workclass: New Construction (Residential)	Project: Reserve at Daphne Phase 2	Parcel:	Daphne, AL 36526
Application Date: 05/17/2023	Issue Date: 05/18/2023	Expiration: 11/14/2023	Last Inspection:	Finalized Date:
Zone:	Sq Ft: 0	Valuation: \$308,099.94	Fee Total: \$1,690.24	Assigned To:
Additional Info:				
Heated and Cooled Valuation: 270805	Number of Stories: 0	Heated and Cooled Square Feet: 1618	Non-Heated and Cooled Square Feet: 561	Non-Heated and Cooled Valuation: 37295.3
IRC Residential Building Code Year: 2018	Subdivision: RESERVE AT DAPHNE	Subdivison Unit or Phase: 2	Lot Number: 179	

Description: LOT 179 PHASE 2 RESERVE AT DAPHNE

Contractor: D R HORTON 25366 PROFIT DR DAPHNE, AL 36526 251-316-5429 Drhortoninspections@drhorton.com

PERMITS ISSUED BY (05/01/2023 TO 05/31/2023)

BLDR-014992-2023	Type: Building Permit (Residential)	District:	Main Address:	11198 Elemis Dr
Status: Issued	Workclass: New Construction (Residential)	Project: Reserve at Daphne Phase 2	Parcel:	Daphne, AL 36526
Application Date: 05/18/2023	Issue Date: 05/19/2023	Expiration: 11/28/2023	Last Inspection: 06/01/2023	Finalized Date:
Zone:	Sq Ft: 0	Valuation: \$390,670.74	Fee Total: \$2,111.51	Assigned To:
Additional Info:				
Heated and Cooled Valuation: 337753	Number of Stories: 0	Heated and Cooled Square Feet: 2018	Non-Heated and Cooled Square Feet: 796	Non-Heated and Cooled Valuation: 52918.1
IRC Residential Building Code Year: 2018	Subdivision: RESERVE AT DAPHNE	Subdivison Unit or Phase: 2	Lot Number: 157	
Description: LOT 157 PHASE 2 RESERVE AT DAPHNE				
Contractor: D R HORTON 25366 PROFIT DR DAPHNE, AL 36526 251-316-5429 Drhortoninspections@drhorton.com				

BLDR-014993-2023	Type: Building Permit (Residential)	District:	Main Address:	11254 Elemis Dr
Status: Issued	Workclass: New Construction (Residential)	Project: Reserve at Daphne Phase 2	Parcel:	Daphne, AL 36526
Application Date: 05/18/2023	Issue Date: 05/19/2023	Expiration: 11/27/2023	Last Inspection: 05/30/2023	Finalized Date:
Zone:	Sq Ft: 0	Valuation: \$338,730.30	Fee Total: \$1,844.36	Assigned To:
Additional Info:				
Heated and Cooled Valuation: 296914	Number of Stories: 0	Heated and Cooled Square Feet: 1774	Non-Heated and Cooled Square Feet: 629	Non-Heated and Cooled Valuation: 41815.9
IRC Residential Building Code Year: 2018	Subdivision: RESERVE AT DAPHNE	Subdivison Unit or Phase: 2	Lot Number: 152	
Description: LOT 152 PHASE 2 RESERVE AT DAPHNE				
Contractor: D R HORTON 25366 PROFIT DR DAPHNE, AL 36526 251-316-5429 Drhortoninspections@drhorton.com				

BLDR-014994-2023	Type: Building Permit (Residential)	District:	Main Address:	11218 Elemis Dr
Status: Issued	Workclass: New Construction (Residential)	Project: Reserve at Daphne Phase 2	Parcel:	Daphne, AL 36526
Application Date: 05/18/2023	Issue Date: 05/19/2023	Expiration: 11/28/2023	Last Inspection: 06/01/2023	Finalized Date:
Zone:	Sq Ft: 0	Valuation: \$390,670.74	Fee Total: \$2,111.51	Assigned To:
Additional Info:				
Heated and Cooled Valuation: 337753	Number of Stories: 0	Heated and Cooled Square Feet: 2018	Non-Heated and Cooled Square Feet: 796	Non-Heated and Cooled Valuation: 52918.1
IRC Residential Building Code Year: 2018	Subdivision: RESERVE AT DAPHNE	Subdivison Unit or Phase: 2	Lot Number: 155	
Description: LOT 155 PHASE 2 RESERVE AT DAPHNE				
Contractor: D R HORTON 25366 PROFIT DR DAPHNE, AL 36526 251-316-5429 Drhortoninspections@drhorton.com				

PERMITS ISSUED BY (05/01/2023 TO 05/31/2023)

BLDR-015000-2023	Type: Building Permit (Residential)	District:	Main Address:	11242 Elemis Dr
Status: Issued	Workclass: New Construction (Residential)	Project: Reserve at Daphne Phase 2	Parcel:	Daphne, AL 36526
Application Date: 05/18/2023	Issue Date: 05/24/2023	Expiration: 11/27/2023	Last Inspection: 05/31/2023	Finalized Date:
Zone:	Sq Ft: 0	Valuation: \$308,099.94	Fee Total: \$1,690.24	Assigned To:
Additional Info:				
Heated and Cooled Valuation: 270805	Number of Stories: 0	Heated and Cooled Square Feet: 1618	Non-Heated and Cooled Square Feet: 561	Non-Heated and Cooled Valuation: 37295.3
IRC Residential Building Code Year: 2018	Subdivision: RESERVE AT DAPHNE	Subdivision Unit or Phase: 2	Lot Number: 153	
Description: LOT 153 PHASE 2 RESERVE AT DAPHNE				
Contractor: D R HORTON 25366 PROFIT DR DAPHNE, AL 36526 251-316-5429 Drhortoninspections@drhorton.com				

BLDR-015002-2023	Type: Building Permit (Residential)	District:	Main Address:	11219 Elemis Dr
Status: Issued	Workclass: New Construction (Residential)	Project: Reserve at Daphne Phase 2	Parcel:	Daphne, AL 36526
Application Date: 05/18/2023	Issue Date: 05/19/2023	Expiration: 11/15/2023	Last Inspection:	Finalized Date:
Zone:	Sq Ft: 0	Valuation: \$338,730.30	Fee Total: \$1,844.36	Assigned To:
Additional Info:				
Heated and Cooled Valuation: 296914	Number of Stories: 0	Heated and Cooled Square Feet: 1774	Non-Heated and Cooled Square Feet: 629	Non-Heated and Cooled Valuation: 41815.9
IRC Residential Building Code Year: 2018	Subdivision: RESERVE AT DAPHNE	Subdivision Unit or Phase: 2	Lot Number: 188	
Description: LOT 188 PHASE 2 RESERVE AT DAPHNE				
Contractor: D R HORTON 25366 PROFIT DR DAPHNE, AL 36526 251-316-5429 Drhortoninspections@drhorton.com				

BLDR-015003-2023	Type: Building Permit (Residential)	District:	Main Address:	11230 Elemis Dr
Status: Issued	Workclass: New Construction (Residential)	Project: Reserve at Daphne Phase 2	Parcel:	Daphne, AL 36526
Application Date: 05/19/2023	Issue Date: 05/22/2023	Expiration: 11/20/2023	Last Inspection:	Finalized Date:
Zone:	Sq Ft: 0	Valuation: \$338,730.30	Fee Total: \$1,844.36	Assigned To:
Additional Info:				
Heated and Cooled Valuation: 296914	Number of Stories: 0	Heated and Cooled Square Feet: 1774	Non-Heated and Cooled Square Feet: 629	Non-Heated and Cooled Valuation: 41815.9
IRC Residential Building Code Year: 2018	Subdivision: RESERVE AT DAPHNE	Subdivision Unit or Phase: 2	Lot Number: 154	Zoned: R-6G
Description: LOT 154 PHASE 2 RESERVE AT DAPHNE				
Contractor: D R HORTON 25366 PROFIT DR DAPHNE, AL 36526 251-316-5429 Drhortoninspections@drhorton.com				

PERMITS ISSUED BY (05/01/2023 TO 05/31/2023)

BLDR-015004-2023	Type: Building Permit (Residential)	District:	Main Address:	11174 Elemis Dr
Status: Issued	Workclass: New Construction (Residential)	Project: Reserve at Daphne Phase 2	Parcel:	Daphne, AL 36526
Application Date: 05/19/2023	Issue Date: 05/22/2023	Expiration: 11/20/2023	Last Inspection:	Finalized Date:
Zone:	Sq Ft: 0	Valuation: \$308,099.94	Fee Total: \$1,690.24	Assigned To:
Additional Info:				
Heated and Cooled Valuation: 270805	Number of Stories: 0	Heated and Cooled Square Feet: 1618	Non-Heated and Cooled Square Feet: 561	Non-Heated and Cooled Valuation: 37295.3
IRC Residential Building Code Year: 2018	Subdivision: RESERVE AT DAPHNE	Subdivision Unit or Phase: 2	Lot Number: 159	Zoned: R-6(G)

Description: LOT 159 PHASE 2 RESERVE AT DAPHNE

Contractor: D R HORTON 25366 PROFIT DR DAPHNE, AL 36526 251-316-5429 Drhortoninspections@drhorton.com

BLDR-015005-2023	Type: Building Permit (Residential)	District:	Main Address:	11266 Elemis Dr
Status: Issued	Workclass: New Construction (Residential)	Project: Reserve at Daphne Phase 2	Parcel:	Daphne, AL 36526
Application Date: 05/19/2023	Issue Date: 05/22/2023	Expiration: 11/27/2023	Last Inspection: 05/31/2023	Finalized Date:
Zone:	Sq Ft: 0	Valuation: \$390,670.74	Fee Total: \$2,111.51	Assigned To:
Additional Info:				
Heated and Cooled Valuation: 337753	Number of Stories: 0	Heated and Cooled Square Feet: 2018	Non-Heated and Cooled Square Feet: 796	Non-Heated and Cooled Valuation: 52918.1
IRC Residential Building Code Year: 2018	Subdivision: RESERVE AT DAPHNE	Subdivision Unit or Phase: 2	Lot Number: 151	Zoned: R-6g

Description: LOT 151 PHASE 2 RESERVE AT DAPHNE

Contractor: D R HORTON 25366 PROFIT DR DAPHNE, AL 36526 251-316-5429 Drhortoninspections@drhorton.com

BLDR-015015-2023	Type: Building Permit (Residential)	District:	Main Address:	6537 Via De La Rosa
Status: Issued	Workclass: New Construction (Residential)	Project: Estates of Old Daphne	Parcel:	Daphne, AL 36526
Application Date: 05/19/2023	Issue Date: 05/22/2023	Expiration: 11/20/2023	Last Inspection: 05/30/2023	Finalized Date:
Zone:	Sq Ft: 0	Valuation: \$810,783.99	Fee Total: \$4,372.01	Assigned To:
Additional Info:				
Heated and Cooled Valuation: 650567	Number of Stories: 0	Heated and Cooled Square Feet: 3887	Non-Heated and Cooled Square Feet: 2410	Non-Heated and Cooled Valuation: 160217
IRC Residential Building Code Year: 2018	Subdivision: ESTATES OF OLDE DAPHNE	Lot Number: 4	Zoned: R-1	Watershed: UT Mobile Bay
Flood Zone: X				

Description: LOT 4 ESTATES OF OLDE DAPHNE

Contractor: STEWART & WHATLEY BUILDERS LLC PO BOX 9753 MOBILE, AL 36691 251-776-2888 stewartwhatleybilling@gmail.com

PERMITS ISSUED BY (05/01/2023 TO 05/31/2023)

BLDR-015103-2023 Status: Issued Application Date: 05/31/2023 Zone: Additional Info: Heated and Cooled Valuation: 481021 IRC Residential Building Code Year: 2018 Watershed: Fish River	Type: Building Permit (Residential) Workclass: New Construction (Residential) Issue Date: 05/31/2023 Sq Ft: 0 Number of Stories: 0 Subdivision: JUBILEE FARMS Flood Zone: X	District: Project: Jubilee Farms Phase 13 Expiration: 11/27/2023 Valuation: \$528,886.98 Heated and Cooled Square Feet: 2874 Subdivison Unit or Phase: 13	Main Address: Parcel: Last Inspection: Fee Total: \$2,820.49 Non-Heated and Cooled Square Feet: 720 Lot Number: 765	11204 Genuine Risk Cir Daphne, AL 36526 Final Date: Assigned To: Non-Heated and Cooled Valuation: 47865.6 Zoned: PUD
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Description: LOT 765 PHASE 13 JUBILEE FARMS
Contractor: D R HORTON 25366 PROFIT DR DAPHNE, AL 36526 251-316-5429 Drhortoninspections@drhorton.com

BLDR-015112-2023 Status: Issued Application Date: 05/31/2023 Zone: Additional Info: Heated and Cooled Valuation: 481021 IRC Residential Building Code Year: 2018 Watershed: Fish River	Type: Building Permit (Residential) Workclass: New Construction (Residential) Issue Date: 05/31/2023 Sq Ft: 0 Number of Stories: 0 Subdivision: JUBILEE FARMS Flood Zone: X	District: Project: Jubilee Farms Phase 13 Expiration: 11/27/2023 Valuation: \$528,886.98 Heated and Cooled Square Feet: 2874 Subdivison Unit or Phase: 13	Main Address: Parcel: Last Inspection: Fee Total: \$2,820.49 Non-Heated and Cooled Square Feet: 720 Lot Number: 791	11614 Genuine Risk Cir Daphne, AL 36526 Final Date: Assigned To: Non-Heated and Cooled Valuation: 47865.6 Zoned: PUD
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Description: LOT 791 PHASE 13 JUBILEE FARMS
Contractor: D R HORTON 25366 PROFIT DR DAPHNE, AL 36526 251-316-5429 Drhortoninspections@drhorton.com

BLDR-015114-2023 Status: Issued Application Date: 05/31/2023 Zone: Additional Info: Heated and Cooled Valuation: 481021 IRC Residential Building Code Year: 2018 Watershed: Fish River	Type: Building Permit (Residential) Workclass: New Construction (Residential) Issue Date: 05/31/2023 Sq Ft: 0 Number of Stories: 0 Subdivision: JUBILEE FARMS Flood Zone: X	District: Project: Jubilee Farms Phase 13 Expiration: 11/27/2023 Valuation: \$528,886.98 Heated and Cooled Square Feet: 2874 Subdivison Unit or Phase: 13	Main Address: Parcel: Last Inspection: Fee Total: \$2,820.49 Non-Heated and Cooled Square Feet: 720 Lot Number: 739	11109 Genuine Risk Cir Daphne, AL 36526 Final Date: Assigned To: Non-Heated and Cooled Valuation: 47865.6 Zoned: PUD
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Description: LOT 739 JUBILEE FARMS PHASE 13
Contractor: D R HORTON 25366 PROFIT DR DAPHNE, AL 36526 251-316-5429 Drhortoninspections@drhorton.com

PERMITS ISSUED BY (05/01/2023 TO 05/31/2023)

Value total for Work Class New Construction (Residential):

Fee total for Work Class New Construction (Residential):

Value total for Permit Type Building Permit (Residential): \$18,307,375.00

PERMITS ISSUED for Permit Type:

40

GRAND TOTAL VALUE: \$19,868,040.53

GRAND TOTAL FEES: \$110,408.08

GRAND TOTAL OF PERMITS:

41

* Indicates active hold(s) on this permit



PERMIT ISSUANCE SUMMARY (05/01/2023 TO 05/31/2023) FOR CITY OF DAPHNE

Permit Type	Permit Work Class *	Permits Issued	Square Feet	Valuation	Fees Paid
Building Permit (Commercial)	Alteration or Remodel	5	0	\$791,742.00	\$6,953.77
	Interior Build Out	1	0	\$50,000.00	\$500.00
	New Construction (Commercial)	1	0	\$1,560,665.00	\$11,955.32
	Re-Roof	2	0	\$34,750.00	\$318.24
BUILDING PERMIT (COMMERCIAL) TOTAL:		9	0	\$2,437,157.00	\$19,727.33
Building Permit (Residential)	Accessory Structure	1	0	\$13,000.00	\$123.30
	Addition	3	0	\$105,000.00	\$697.70
	Alteration or Remodel	4	0	\$122,320.00	\$862.27
	Deck	1	0	\$9,200.00	\$77.06
	Misc.	2	0	\$85,095.00	\$559.14
	New Construction (Residential)	40	0	\$18,307,375.53	\$98,452.76
	Pool	4	0	\$325,294.00	\$2,317.01
	Repair	1	0	\$2,000.00	\$35.96
	Re-Roof	29	0	\$445,016.04	\$3,087.76
	Sunroom	1	0	\$9,580.00	\$107.75
	Termite Repair	1	0	\$17,230.00	\$148.99
BUILDING PERMIT (RESIDENTIAL) TOTAL:		87	0	\$19,441,110.57	\$106,469.70
Certificate of Occupancy	Certificate of Occupancy	20	0	\$333,025.00	\$0.00
CERTIFICATE OF OCCUPANCY TOTAL:		20	0	\$333,025.00	\$0.00
Electrical Permit (Commercial)	Misc.	2	0	\$45,568.00	\$741.23
	New Construction (Commercial)	2	0	\$142,700.00	\$2,405.37
ELECTRICAL PERMIT (COMMERCIAL) TOTAL:		4	0	\$188,268.00	\$3,146.60
Electrical Permit (Residential)	Misc.	8	0	\$47,145.00	\$461.55
	New Construction (Residential)	17	0	\$0.00	\$1,921.34
	Pool Bonding	5	0	\$3,700.00	\$164.38
	Service Change	2	0	\$2,400.00	\$66.78
ELECTRICAL PERMIT (RESIDENTIAL) TOTAL:		32	0	\$53,245.00	\$2,614.05
Gas Permit (Residential)	Gas Permit (Residential)	4	0	\$2,400.00	\$142.88
GAS PERMIT (RESIDENTIAL) TOTAL:		4	0	\$2,400.00	\$142.88
HVAC Permit (Commercial)	Change Out HVAC	2	0	\$32,392.00	\$316.34
	Misc.	1	0	\$19,408.00	\$310.12
	New Construction (Commercial)	1	0	\$27,000.00	\$443.88
HVAC PERMIT (COMMERCIAL) TOTAL:		4	0	\$78,800.00	\$1,070.34
HVAC Permit (Residential)	HVAC Changeout	30	0	\$343,857.00	\$2,594.45
	Misc.	2	0	\$11,250.00	\$65.00
	New Construction (Residential)	2	0	\$0.00	\$226.04
HVAC PERMIT (RESIDENTIAL) TOTAL:		34	0	\$355,107.00	\$2,885.49
Land Disturbance New Residential Land Disturbance		52	0	\$0.00	\$5,340.25
LAND DISTURBANCE NEW RESIDENTIAL HOME TOTAL:		52	0	\$0.00	\$5,340.25

* Double-click the Permit Work Class Name while in the browser to see Permit details for that Work Class.

PERMIT ISSUANCE SUMMARY (05/01/2023 TO 05/31/2023)

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
Plumbing Permit (Commercial)	Misc.	1	0	\$10,000.00	\$164.40
	New Construction (Commercial)	2	0	\$136,975.00	\$2,251.90
PLUMBING PERMIT (COMMERCIAL) TOTAL:		3	0	\$146,975.00	\$2,416.30
Plumbing Permit (Residential)	Misc.	5	0	\$17,228.00	\$226.04
	New Construction (Residential)	34	0	\$0.00	\$3,836.64
PLUMBING PERMIT (RESIDENTIAL) TOTAL:		39	0	\$17,228.00	\$4,062.68
Site Disturbance	Site Disturbance (Commercial with CI)	7	0	\$0.00	\$27,473.05
SITE DISTURBANCE TOTAL:		7	0	\$0.00	\$27,473.05
GRAND TOTAL:		295	0	\$23,053,315.57	\$175,348.67

-7
288

Community Development

\$27,473.05

\$147,875.62

* Double-click the Permit Work Class Name while in the browser to see Permit details for that Work Class.



CITY OF DAPHNE PUBLIC WORKS COMMITTEE MINUTES
May 1st, 2023 - 5:15 P.M.
DAPHNE CITY HALL

I. CALL TO ORDER

II. COMMITTEE MEMBERS PRESENT:

Councilwoman Tommie Conaway; Councilman Ron Scott; Councilman Doug Goodlin; Councilwoman Angie Phillips; Councilman Benjamin Hughes; Councilman Joel Coleman

Others Present: Ronnie Huskey, Public Works Director; Patrick Dungan, City Attorney; Troy Strunk, Executive Director, City Development; Candace Antinarella, City Clerk; Josh Newman, City Engineer; Kelli Reid, Finance Director

III. PUBLIC PARTICIPATION & CORRESPONDENCE

Correspondence and Public Participation— Laventia Lemaitre and Andre Lemaitre at 28481 Bay Cliff Lane spoke about their concerns with the lack of sidewalks on Yacht Club Drive. They wanted to follow up with their request from the last month's meeting.

Councilman Scott stated that some projects can take years, while others can take a shorter amount of time. Councilman Coleman stated that Ronnie Huskey and Troy Strunk have looked into the situation. He also stated that grants would need to be applied for and they may be able to put the drainage underground and build a sidewalk on top. He continued by stating that the area does need sidewalks, it comes down to getting the funds and design to make it work.

Mr. Lemaitre stated that if sidewalks are not currently feasible, then could they could get speed bumps on the road to deter speeding.

Councilman Goodlin suggested striping the area for a walking and biking lane. Councilman Coleman and Josh Newman stated that the road is too narrow to fit a walking and biking lane. Councilman Scott asked if we could legally change the speed limit from 25 to something slower. Mr. Strunk stated that it would not help. Mr. Strunk also stated that they are happy to continue to figure out a solution with the help of the Mayor's office. He continued by stating that since the improvements down in the area, he believes that it will attract future developments so there will be opportunity for pathway and sidewalk improvements.

Laventia Lemaitre thanked the Council for their help with this project.

IV. OLD BUSINESS

Approval of Minutes – March 6th, 2023—Minutes were reviewed and approved by the committee.

V. NEW BUSINESS

RFQ- ADA Transition Plan Update– William Eringman spoke about the ADA Transition Plan that

CITY OF DAPHNE PUBLIC WORKS COMMITTEE MINUTES
May 1st, 2023 - 5:15 P.M.
DAPHNE CITY HALL

needs to be updated. Mr. Eringman stated that Public Works negotiated with several firms and he believes Overstreet & Associates would be the best firm to meet the City's needs. He continued to state that the city set aside \$75,000 in the FY23 budget, however, to proceed with Overstreet an additional \$132,600 would need to be appropriated. Councilwoman Phillips stated that she has spoken with the Mayor regarding this, and he was fine if the money was appropriated or if this was to wait until the next capital budget. Mr. Eringman stated that there is a lot of noncompliant sidewalks and federal funds may be threatened if a plan is not in place. The Council asked if this was urgent, which Ronnie Huskey stated that this should not wait. Councilman Scott suggested that this should be taken urgently and they should appropriate the funds. Mr. Eringman stated that he has spoken with Kara, who does the city's grants, and she stated that she is not familiar with any ADA grants. He continued by emphasizing the urgency to complete this ADA Transition Plan as soon as possible. Councilman Goodlin asked why we need to put so much money into each of the "tasks" on the ADA Transition Plan. Councilman Scott stated that these are steps that need to be completed to be compliant, even if they seem arbitrary. Mr. Eringman emphasized Councilman Scott's statement and stated that not only the reconstruction of the physical sidewalks are involved, but also polices need to be reviewed and stakeholders need to be assessed, etc.

MOTION by Councilman Scott to recommend to Council to put the ADA Transition Plan on the Finance agenda.
Seconded by Councilman Goodlin
MOTION CARRIED UNANIMOUSLY.

2023-Q-Rock Bid – Kelli Reid stated that the company that originally had this bid decided to not honor their prices so it is being re-bid. Ms. Reid stated Martin Marietta put in a bid, but their prices have risen since the last time the City has used them.

MOTION by Councilwoman Phillips to award the 2023-Q-Rock Bid to Martin Marietta.
Seconded by Councilman Hughes
MOTION CARRIED UNANIMOUSLY.

Councilman Coleman inquired how much the increase of price was. Ms. Reid stated it was \$43 per ton in 2022 and it is now \$55.50 per ton this year.

VI. City Engineer's Report (Separate Handout)

Josh Newman addressed the committee with his separate handouts. Mr. Newman stated that he has highlighted a few projects to look at.

Mr. Newman discussed 21-05 Drainage Improvements at Lakeshore Drive that final paving week will be complete this week. Councilman Scott inquired with Ronnie Huskey if Honeysuckle Drive can be included in a paving project. Mr. Eringman stated he believes it is in this year's contract.



CITY OF DAPHNE PUBLIC WORKS COMMITTEE MINUTES
May 1st, 2023 - 5:15 P.M.
DAPHNE CITY HALL

Mr. Newman discussed 21-08 Public Works Storage Building (Recycle Building Replacement) that they are coming along and are completing electric and lighting.

Mr. Newman discussed 21-11 Resurfacing CR-64 from SR-42 (US-98) to CR-13 that they have submitted final plans on 4/21/23. Mr. Newman believes construction will be starting soon.

Mr. Newman discussed 21-14 US HWY-98 Access Management and Lavender Lane that they are getting ready for construction. Councilman Hughes asked when the projects will be finished. Mr. Newman stated ROW certification can take some time, but it will be late summer.

Mr. Newman discussed 21-15 Bayfront Streetscapes that the construction is 44% complete.

Councilman Goodlin asked if Mr. Newman could add an “Estimated Completion Date” column to the handout for future reference. Mr. Newman cautioned that the dates can change often.

Mr. Newman discussed 21-11 Mayday Park Drainage Improvements Masterplan that the project is ahead of schedule and the park could be opened as early as June.

VII. DIRECTOR’S REPORT (Handouts reviewed by committee)

Ronnie Huskey discussed the Public Works reports, including a large increase of Facilities work orders for the month of March. Mr. Huskey stated overtime has been limited to events only. He also stated that in March we had 39 new customers. He continued by saying there was an increase in other department’s tonnage because of the construction of the new Public Works parking lot. Mr. Huskey ended with saying that the mosquito spraying has been going well and there is no issues at this time.

Councilman Hughes asked about an inventory of the cans and if that audit was complete. Mr. Huskey stated that it was completed and they have found the customers who were not paying for garbage services. Councilman Goodlin asked if all the black cans had been distributed. Mr. Huskey stated they have been and it has been going well.

- A. Work Request Report – March 2022 & March 2023
The Public Works Department completed 624 work orders in March 2023.
- B. Vehicle/Equipment Maintenance Reports – FY2022-2023 YTD
- C. Public Works Related Overtime Report — 58.33% of the year used; \$82,941.89 Used YTD as of April 26th, 2023.
- D. Street Sweeper Report —1397.603 Miles Traveled, 553.746 Miles Swept

VIII. DAPHNE SOLID WASTE DISPOSAL ENTERPRISE (Handouts reviewed by committee)

CITY OF DAPHNE PUBLIC WORKS COMMITTEE MINUTES
May 1st, 2023 - 5:15 P.M.
DAPHNE CITY HALL

- A. Monthly Recycle Tonnage Report (Tonnage Comparison) —No Report
- B. Solid Waste New Customer Report – March 2023— 39 new residential; 0 new commercial
- C. Tallent Lane Facility Report – March 2023- 499.29 SW Total Tonnage, 924.89 Other Depts. Total Tonnage

IX. MOSQUITO CONTROL SERVICES

- A. Mosquito Report— Week 14, 15, and 16

X. MUSEUM COMMITTEE

- A. Minutes – March 13th, 2023

XI. BEAUTIFICATION COMMITTEE

- A. Minutes – April 5th, 2023

XII. ENVIRONMENTAL ADVISORY COMMITTEE

- A. Minutes – March 27th, 2023

XIII. FUTURE BUSINESS

- A. Next Meeting – **Monday, June 5th, 2023**

XIV. ADJOURNMENT

Motion by Angie Phillips, seconded by Benjamin Hughes to adjourn. Meeting adjourned at 5:36 p.m.



COMMUNITY DEVELOPMENT

CITY OF DAPHNE
BOARD OF ZONING ADJUSTMENT AGENDA
JUNE 1, 2023 - 6:00 P.M.
COUNCIL CHAMBERS, CITY HALL

1. CALL TO ORDER - 6:00 p.m.
2. CALL OF ROLL - Present C. Courson, D. Wolstenholme, C. Covert, A. Harper, D. Burton, Jr.

3. APPROVAL OF MINUTES - Approved

March 2, 2023

4. OLD BUSINESS - None

5. NEW BUSINESS

Appeal #2023-02 Weinacker Properties, LLC - Did Not Approve

A request for a Special Exception to the Daphne Land Use and Development Ordinance has been filed with the City of Daphne Board of Zoning Adjustment. The request, if granted, would allow the operation of a private school, i.e., preschool and childcare center associated with the Weinacker Montessori School. The subject property is 415 College Avenue, which is zoned R-1, Low Density Single Family Residential.

Appeal #2023-03 Caraliste, LLC, aka Ace Hardware - Approved

A request for a Variance to the Daphne Land Use and Development Ordinance, Section 19-9(b) Buffer Zone Requirements, Options, has been filed with the City of Daphne Board of Zoning Adjustment. The request, if granted, would allow the installation of a 2.63' tall retaining wall in lieu of the required 6.0' high privacy fence and the installation of a 4.5' wide landscape greenbelt in lieu of the required 6.0' wide landscape greenbelt. The property is 10058 Belgrove Avenue, which is zoned B-1(a), Limited Local Business.

6. ADJOURNMENT - 7:32 p.m.

CITY OF DAPHNE
BOARD OF ZONING ADJUSTMENT MINUTES
REGULAR MEETING OF MARCH 2, 2023 - 6:00 P.M.
COUNCIL CHAMBERS, CITY HALL

Chairwoman called to order the regular meeting of the Board of Zoning Adjustment at 6:00 p.m. Roll was called and the number of members present constituted a quorum.

Members Present:

Clay Covert
Derek Wolstenholme
Tasha Quinnelly
Herb Cole
Carolyn Courson, Chairwoman

Members Absent:

Billy Mayhand

Staff Present:

Adrienne D. Jones, Director of Community Development
Pat Johnson, Recording Secretary
Jay Ross, City Attorney

Staff Absent:

Shawn Alves, BZA Attorney

Chairwoman asked for input regarding the October 6, 2022 minutes presented by staff. There being none, minutes stand approved as submitted.

Chairwoman called for the next order of business: a request for Special Exception as presented on the meeting agenda. She polled the crowd for the number in favor of and opposed to the appeal.

Meeting recessed at 6:10 p.m. for five minutes for each side to select five representatives and reconvened at 6:15 p.m.

A presentation of the report packet was given by the Director regarding application #2023-01 for Bayside Foundation who is seeking to construct a preschool at 306 Dryer Avenue. Article 35, Table of Permitted Uses of the Land Use & Development Ordinance allows a preschool, an institutional use in an R-1, Low Density Single Family Residential Zone with an approved special exception. The existing land was replatted into one lot that is slightly less than an acre. She cited Article 13-3 requirements and reserved further staff comments until after the hearing.

Chairwoman called for questions from the Board. There were none.

The Chairwoman opened the floor for the public hearing, asking for the five in support to come forth, starting with the applicant, then the five in opposition, followed by rebuttal.

Michael Niemeyer, Attorney for Bayside Foundation spoke in favor of Bayside's contribution while proposing no adverse impact to the neighborhood.

CITY OF DAPHNE
BOARD OF ZONING ADJUSTMENT MINUTES
REGULAR MEETING OF MARCH 2, 2023 - 6:00 P.M.
COUNCIL CHAMBERS, CITY HALL

Mr. Niemeyer provided a slideshow highlighting Bayside, the conceptual site plan, examples of other locations in the area where schools exist in residential neighborhoods. The same number of students and teachers would be moving across the street.

Brad Hicks, 1003 Captain O'Neal Drive, Chairman of the Board of Trustees at Bayside, spoke in favor and stated: Bayside and the other schools make Old Daphne a good place. He cited his commitment to making the preschool through kindergarten a beautiful building, and the area stronger and more viable.

Scott Phillips, 203 Potters Mill, Headmaster of the Bayside School, spoke in favor and stated: there are no plans to expand the main campus, but to provide better functionality.

Chairwoman called for questions from the Board. There were none. The Chairwoman called for those with opposition to come forth.

Monica Kurth, 301 College Avenue, spoke in opposition and expressed concerns regarding: the parking lot abutting her backyard, existing Bayside football field, LED stadium lights, drop off and pick up, privacy, devaluing property, safety, flooding and drainage. She read a statement from the special exception application about adversely affecting surrounding properties and character of the neighborhood.

Wayne Mockel, 1412 Second Street, spoke in opposition and expressed concerns regarding: speeding by Bayside students, runoff going into the Bay, and the expansion as a whole.

Paul Kalifeh, 1506 Captain O'Neal Drive, spoke in opposition and expressed concerns regarding: the 27-space parking lot, LED lights in his yard, devaluing of his property, tremendous existing traffic problems, drainage issues, and his belief that they are trying to cause people to move out so that they can buy up the block.

Daphne Robinson, 403 Dryer Avenue, spoke in opposition and expressed concerns regarding: the proposed parking lot, existing loiterers after games, a desire to preserve and restore the existing house, and the desire for Bayside to stay within their existing footprint.

Steve Olen, 437 Village Drive, Councilman for District 2, spoke in opposition and expressed concerns regarding: the proposed parking lot, safety, the proposal to move to the south not being consistent with their footprint, adding more students, the possible construction of a 35' tall building, detrimental traffic impact. Constituents do not want this project, and recommends Bayside use their property on County Road 64 instead.

The Chairwoman closed the floor to the public hearing and offered the applicant the opportunity for rebuttal.

In rebuttal Mr. Niemeyer said: it is the same traffic, no increased enrollment is proposed, changing the footprint by 60', there is no hidden agenda, and he expressed a desire to do anything within reason to relocate.

CITY OF DAPHNE
BOARD OF ZONING ADJUSTMENT MINUTES
REGULAR MEETING OF MARCH 2, 2023 - 6:00 P.M.
COUNCIL CHAMBERS, CITY HALL

Chris Kalifeh, 1300 Old County Road interjected his displeasure with the proposal.

Chairwoman called for questions from the Board.

The Board presented several questions: the number of gymnasiums of similar size on Bayside's campus and the possibility of one of them being used for the preschool; the aversion of moving the football field; the plans for the Early Childcare Center, ECC; how many acres were given to Bayside and what is planned there; why did Bayside not purchase the property recently sold on Belrose Avenue; and what the total student enrollment number is.

Mr. Phillips answered that they only have one gym, they do not have the funds to move everything as suggested. He said the ECC would be converted to the visual arts department and they were given 36 acres and they have no site development plan for the land on County Road 64. Total enrollment is 797 students from 3-year-old preschool to 12th grade.

Mr. Hicks stated someone outbid them in the purchase of the adjacent property on Belrose Avenue.

The Chairwoman commented on the lack of a planned play area for the children.

Jordan Watkins, 56 Fairwood Lane, Fairhope, also a member of the Board of Trustees of Bayside Foundation, indicated that the civil site plan was done for due diligence to show drainage and the parking count only and said the architectural site plan should be in the folder.

Ms. Jones confirmed that the only plans submitted have been given to the Board, and there were no additional drawings provided.

Mr. Watkins stated we would be happy to provide those to the Board and it shows a play area to the south. Also, the plan requires 16 parking spaces for the particular building that is being proposed. By adding those extra spaces, it is beneficial for unloading students on the main campus.

The Chairwoman questioned the plan for drop off and pick up for 117 students.

Mr. Watkins stated staggering pickup on the primary campus would allow us to remove more cars from the right-of-way.

Mr. Phillips concurred with Mr. Watkins regarding the ability to stagger the traffic and said the goal is to direct all of the traffic onto our campus and off the street because everything depends on this project.

The Chairwoman closed public participation and asked Mrs. Jones for her comments.

Mrs. Jones in her closing statement presented the provisions of Section 13-1 referring to the criteria for a Special Exception.

CITY OF DAPHNE
BOARD OF ZONING ADJUSTMENT MINUTES
REGULAR MEETING OF MARCH 2, 2023 - 6:00 P.M.
COUNCIL CHAMBERS, CITY HALL

Mrs. Jones identified seven criteria, five had been met by the application, but two had not been adequately addressed. The burden of proof by the applicant had not been met. She summarized that there was insufficient evidence to determine that the proposed use would not cause undue traffic congestion or create a traffic hazard, and insufficient evidence to determine that the use would be in harmony with orderly and appropriate development of the district. Mrs. Jones reminded the Board of the requirement to justify their final decision and listed the opportunities available to the applicant if the application is denied which included withdrawal or appeal to the Circuit Court.

Hearing no further comments from the Board, the Chairwoman called for an affirmatively stated motion.

A **Motion** was made by **Mr. Cole** and Seconded by **Mr. Wolstenholme** to **approve Appeal #2023-01, The Bayside Foundation, request for a Special Exception to the Daphne Land Use and Development Ordinance to allow the construction of a private school, i.e., preschool and kindergarten to be associated with Bayside Academy's Early Childhood Center at 306 Dryer Avenue.**

During discussion on the motion, the applicant asked to withdraw their request before the vote was taken.

A **Motion** was made by **Mrs. Quinnelly** and Seconded by **Mr. Wolstenholme** to **allow the applicant to withdraw the request for a Special Exception in Appeal #2023-01. There was no discussion.**

Upon roll call vote, **the Motion failed.**

Mr. Covert	Nay
Mr. Wolstenholme	Aye
Mrs. Quinnelly	Aye
Mr. Cole	Nay
Mrs. Courson	Aye

Chairwoman called for a vote on the original motion on the floor. There was no discussion.

Upon roll call vote, **the Motion failed.**

Mr. Covert	Nay
Mr. Wolstenholme	Nay
Mrs. Quinnelly	Nay
Mr. Cole	Nay
Mrs. Courson	Nay

With regard to the justification for the Board's decision. A motion was made by Mrs. Quinnelly and seconded by Mr. Cole that the justification was based upon lack of sufficient information regarding traffic impact. Upon roll call vote, the justification was adopted unanimously.

CITY OF DAPHNE
BOARD OF ZONING ADJUSTMENT MINUTES
REGULAR MEETING OF MARCH 2, 2023 - 6:00 P.M.
COUNCIL CHAMBERS, CITY HALL

The Chairwoman stated the motion is not approved due to a lack of information on the conceptual site plan, you may go by Community Development after 9:00 a.m. in the morning to pick up your paperwork.

The Chairwoman called the next item on the agenda Election of Officers, and she opened the floor for the nominations for Vice Chair.

Mr. Cole nominated Mr. Wolstenholme for Vice Chairman. The nominations were closed with no other nominations; Mr. Wolstenholme is Vice Chair.

There being no other business Chairwoman called for a **Motion to Adjourn.**

A **Motion** was made by **Mr. Covert** and **Seconded** by **Mr. Wolstenholme** to adjourn. There was no discussion of the motion.

The Motion carried unanimously.

The meeting adjourned at 8:27 p.m.

Respectfully submitted by:

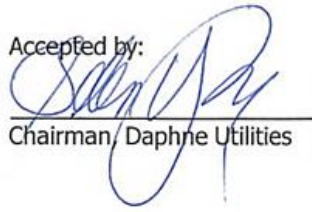


Pat Johnson, Recording Secretary

APPROVED: June 1, 2023



Carolyn Courson, Chairwoman

Accepted by:

Chairman, Daphne Utilities



APPROVED MINUTES

Utilities Board Meeting

Council Chambers, Daphne City Hall ♦ April 26, 2023 ♦ 5:00 p.m.

I. Call to Order

The regular April 2023 Board meeting for the Utilities Board of the City of Daphne was held on April 26, 2023 in the Council Chambers at Daphne City Hall and called to order at 5:00 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
Mayor Robin LeJeune, Board Member
Councilwoman Angie Phillips, Board Member

Members Absent: Selena Vaughn, Chairwoman

Others Present: Jerry Speegle – Board Attorney
Scott Polk – General Manager
Bobby Purvis – Operations Manager
Lexus Carlee – Finance Specialist
Drew Klumpp – Administrative Services Manager
Samantha Coppels – Communications Manager
Lori Wilson – Executive Assistant

Others Absent: Teresa Logiotatos – Finance Manager

III. Pledge of Allegiance

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

IV. Approval of Minutes

Utilities Board Meeting Minutes March 29, 2023

The Vice Chairman requested any additions, corrections, or deletions for the submitted minutes of the March 29, 2023, Daphne Utilities Board meeting. With no additions, deletions, or corrections, the Vice Chairman declared that the submitted March 29, 2023, minutes would stand approved.

V. OLD BUSINESS

A. None

VI. NEW BUSINESS –

- A. Recommendation for Contract Approval** of: Requisition R23-02 for Hauling & Disposal of Municipal Sludge from: Baldwin County Solid Waste Department in the amount of \$55.00 per ton; ([Board Action – MOTION](#))

Mr. Bobby Purvis, Field Operations Manager, explained when this contract was presented for bids, several of the quotes were very high, prompting the contract to be resolicited resulting in a more favorable amount and recommended the contract be awarded to Baldwin County Solid Waste Department.

Vice Chairman Patton reiterated the recommendation from staff for awarding the contract for Requisition R23-02 for Hauling & Disposal of Municipal Sludge to the Baldwin County Solid Waste Department in the amount of \$55.00 per ton.

MOTION by Mayor Robin LeJeune to award the contract for Requisition R23-02 for Hauling & Disposal of Municipal Sludge to the Baldwin County Solid Waste Department in the amount of \$55.00 per ton; Motion was Seconded by Mr. Billy Mayhand.

Vice Chairman Patton called for discussion; Mayor LeJeune inquired to the number of bids received, to which Bobby Purvis answered three bids were received. With no further discussion, Vice Chairman Patton called for a vote.

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

- B. Resolution 2023-01 –** Resolution to Adopt and Approve the MWPP (Municipal Water Pollution Prevention) Program ([Board Action – RESOLUTION](#))

Sharon Surra, Water Reclamation Facility Supervisor, explained that the resolution is part of the annual report whereby it states that we are committed to keeping the system in good working order and is submitted every year. She then explained what specific information is included in the report and answered a few questions from the Board members.

MOTION by Councilwoman Angie Phillips to approve Resolution 2023-01; Motion was Seconded by Mayor Robin LeJeune.

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

VII. BOARD ATTORNEY’S REPORT

Mr. Jerry Speegle had no written report this month.

VIII. FINANCIAL REPORT

Finance Specialist Lexus Carlee reviewed the financials for the Board for March 2023 highlighting: year-to-date all metered services over budget, revenue is over projections, year-to-date expenses under budget, on target to meet net income budget, the sewer, water and irrigation revenue performed over budget for the month, the gas revenue was under budget, and total expenses were under projections. She gave a brief explanation on the gas revenues performing under budget, the budget performances of maintenance-outside contract, fixed equipment expenses, and running over budget and ending with a review of a few checks on the Check History report.

IX. GENERAL MANAGER'S REPORT

A. GM Report

General Manager Scott Polk reported on: two wells under development at the Diamante water well and Well #15 (formerly Well #2); additional success with sewer on the 4th Street sewer expansion; mobilization of contractor for the North Main Street sewer line upgrade project; and lastly finalizing the admin office project with the resurfacing of the customer parking lot.

Mr. Polk advised the Board that notification was received from ADEM of a reporting non-compliance for one of our samples that was compromised due to the laboratory testing facility; and although it was not a water quality issue but a reporting and monitoring issue, will still have to be included in the upcoming CCR. He commended the staff for their rapid research and response to the issue.

Mr. Polk also recognized the day as Administrative Professionals Day, commenting that there are several people that fall into that category and thanked them for their work.

B. Operations Report

Mr. Bobby Purvis briefly spoke about the grit system removal project moving forward along with sewer collections rebuilding some of the lift stations in the system. He then invited Mr. Johnny Grimes, GIS Tech/Analyst, to give a brief presentation on the Daphne Utilities' GIS system.

Mr. Grimes gave the Board members a demonstration of the virtual tools that our employees use in operations, displaying such tools as ESRI software and CityWorks that benefit Daphne Utilities. He also answered a few questions from the Board regarding the demonstration.

Communications Manager Samantha Coppels advised the Board that the 811 Safe Digging month was highlighted on our social media and the new radio ad was airing.

C. Engineering & Consulting Reports – nothing to add to the submitted reports.

X. BOARD ACTION – previously addressed

Scott Polk invited new employee, Kimberly Nicholson, to introduce herself in her new position as the buyer to the Board members.

XI. PUBLIC PARTICIPATION –

With no participants, Vice Chairman Patton opened and closed Public Participation at 5:30pm.

XII. BOARD COMMENTS –

Councilwoman Phillips commented regarding the proceedings that transpired after the Board's executive session at last month's board meeting and that no further action was taken; Mr. Billy Mayhand expressed his excitement about the Cityworks software tool being utilized and planned to research it further; Mayor LeJeune had no comment; Vice Chairman Patton commented on the training that is taking place.

XIII. ADJOURNMENT

Vice Chairman Patton asked if there was a motion to adjourn.

MOTION by Mr. Billy Mayhand to adjourn.

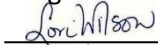
AYE: *LeJeune, Mayhand, Patton, Phillips*, **NAY:** **ABSENT:** *Vaughn*

ABSTAIN:

MOTION CARRIED

The meeting adjourned at 5:31pm.

Preceding minutes submitted to the Daphne Utilities Board by:



Lori Wilson, Executive Assistant, Daphne Utilities



City of Daphne Event Permit Application

TYPE OF PERMIT:

- ☒ Special Event/Fundraiser ☐ Parade/Run (Streets Use) ☐ Walk (Sidewalks Only)
☐ Athletic Complex/Sporting Event ☐ Other: _____

APPLICANT & ORGANIZATION INFORMATION

ORGANIZATION NAME: Daphne Police Department

APPLICANT NAME: Jaime Huffman

STREET: 1502 US Hwy 98 CITY, STATE, ZIP: Daphne, AL 36526

CONTACT PHONE: 251-680-5519 EMAIL: jhuffman@daphnepolice.org

"ON SITE" CONTACT PERSON DAY OF EVENT: Jaime Huffman

CELL PHONE: 251-680-5519 EMAIL: jhuffman@daphnepolice.org

EVENT INFORMATION

EVENT NAME: Back to School Bash

TYPE OF/PURPOSE OF EVENT: community outreach

EVENT DATE: August 11, 2023 TIME (START- END): 5:00-8:00pm

ASSEMBLY TIME: 4:00pm # PARTICIPANTS/VEHICLES: 150

EVENT LOCATION: Joe Louis Patrick Park

FULL DESCRIPTION OF EVENT (PLEASE LIST ANY TENTS, STAGING, PORT-O-LETS, OR SIMILAR ITEMS THAT WILL

BE USED ON-SITE): Back to School celebration with tents and
tables, water slides, foam party, food trucks

SPECIAL REQUESTS

ROAD CLOSURE(S) REQUESTS: ☐ Yes* ☒ No *If Yes, please indicate which City Route is requested: _____

WILL YOUR EVENT REQUIRE BARRICADES: ☐ Yes* ☒ No *If Yes, please indicate quantity & location: _____

WILL YOUR EVENT REQUIRE ELECTRICITY: ☒ Yes* ☐ No *If Yes, you must provide your own extension cords

WILL YOUR EVENT REQUIRE WATER: ☒ Yes* ☐ No *If Yes, you must provide your own hose(s)

OTHER SPECIAL ITEMS FOR RENT:

TENTS: 20' X 40' # _____ X \$321.00 10' X 10' # _____ X \$123.00/EACH

TABLES: 8' L # _____ X \$45.00/EACH CHAIRS: # _____ X \$12.00/EACH

OTHER SPECIAL REQUESTS: _____

MARKETING & COMMUNICATIONS

PLEASE NOTE: As a City permitted event, the City of Daphne should be listed as a sponsor on all marketing materials promoting your event, such as, but not limited to, posters, social media outlets, website(s), t-shirts, promo items, etc. It is the event organizer's responsibility to request the official City logo from our Marketing & Events Department in a proper format. No other City of Daphne logo should be utilized. Please initial acknowledgement: JH

Is your event open to the general public? ☒ Yes* ☐ No

* If Yes, do you wish for your event to be listed and/or shared on:
www.daphneal.com? ☒ Yes ☐ No
Facebook.com? ☒ Yes ☐ No Instagram? ☒ Yes ☐ No LinkedIn? ☐ Yes ☒ No

MARKETING CONTACT (IF DIFFERENT THAN EVENT APPLICANT OR "ON SITE" EVENT CONTACT):

NAME: _____ CONTACT PHONE: _____

OTHER MARKETING REQUESTS: _____

REVENUE/BUSINESS LICENSE

WILL SALES BE GENERATED AT YOUR EVENT: ☐ Yes** ☒ No ** If Yes, please provide your City of Daphne Business License Number here: _____

PLEASE NOTE: If you are providing food trucks or other third-party vendors, they MUST be a licensed business with the City of Daphne.

INDEMNITY & HOLD HARMLESS AGREEMENT

In consideration of the permission granted to me by the City of Daphne to use grounds, sidewalks, and/or streets, I hereby indemnify and hold harmless the City of Daphne, its agents, servants and employees from any and all claims and causes of action that may arise from injury to me or third party using the grounds, sidewalks, and/or streets who are injured or suffer property damage that is in any way caused by my use of the grounds, sidewalks, and/or streets. This indemnity and hold harmless agreement is given to the City of Daphne to protect the City and its agents, servants, and employees from cost of defense and claims for injuries and damages that may be caused either directly or indirectly by my use of grounds, sidewalks, and/or streets.

Further, I have read and understand all rules and regulations according to the City of Daphne Ordinance No. 2017-35 as set forth by the governing body of the City of Daphne and will abide by these rules and regulations. I understand that damage to City property, grounds, sidewalks, and/or streets can and will result in additional fees. I also understand that if at any time the City of Daphne appointed Law Enforcement, Code Enforcement, or other personnel feel that said rules and regulations are not being followed the function will be terminated with no refund of said fees.

I have read and understand the above, including the cancellation and indemnity policies.

APPLICANT SIGNATURE: _____

DATE: 6/5/2023

INTERNAL USE ONLY

DATE REC'D: 06/05/2023

CITY CLERK: _____

FIRE DEPT: _____

APPROVED ROUTE: _____

POLICE DEPT: _____

ROUTE MAP ATTACHED: ☐ Yes ☐ No

PUBLIC WORKS: _____

SPORTS & RECREATION: _____

EVENT FEE: ☐ Paid \$ _____ CHK# _____

MARKETING & EVENTS: _____

☐ Waived: _____

** REVENUE: _____

PROOF OF INSURANCE REC'D: ☐ Yes ☐ No

**CITY OF DAPHNE, ALABAMA
RESOLUTION 2023-35**

2023-S-CONCRETE MATERIAL - NEGOTIATED

WHEREAS, The City of Daphne is required under section 41-16-20 of the Code of Alabama to secure competitive bids for items in excess of \$15,000; and

WHEREAS, The City of Daphne acknowledges that the cost for the CONCRETE MATERIAL will exceed this amount; and

WHEREAS, no bids were received and therefore can be negotiated; and

WHEREAS, Staff has reviewed the negotiated bid for the CONCRETE MATERIAL and determined that the bid as presented is reasonable; and

WHEREAS, Staff recommends the negotiated bid for the CONCRETE MATERIAL be awarded to Ready Mix USA, LLC.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, that the City hereby accept the bid of Ready Mix USA, LLC for unit cost as follows:

Materials	Unit	2023 Negotiated Contract Ready Mix USA Cost Per CY
Type 1 - Mix "A". Minimum PSI strength at 28 days 3,000 Lbs. concrete.		
Short Load + \$200 small load fee	0-5 CY	\$ 155.00
Regular Load	5-10 CY	\$ 155.00
Large Project (100+CY)	100-300 CY	\$ 155.00
Large Project (300+CY)	300-500 CY	\$ 155.00
Large Project (500+CY)	500+ CY	\$ 155.00
Pervious 4,000 PSI Mix – Minimum PSI strength at 28 days 4,000 Lbs.		
Short Load + \$ small load fee	0-5 CY	<i>Do Not have 4,000 psi Pervious</i>
Regular Load	5-10 CY	<i>Do Not have 4,000 psi Pervious</i>
Large Project (100+CY)	100-300 CY	<i>Do Not have 4,000 psi Pervious</i>
Large Project (300+CY)	300-500 CY	<i>Do Not have 4,000 psi Pervious</i>
Large Project (500+CY)	500+ CY	<i>Do Not have 4,000 psi Pervious</i>
*Fuel Surcharge - \$ 30/load		
ADDITIONAL OPTIONS:		
Surcharge per cubic yard to add Fiber Reinforcement to any of the above referenced mixes	CY	\$ 8.00

Delivery is included in CY cost bid / Bid Costs are good through 1/1/2024

as specified in the Negotiated BID SPECIFICATION NO. 2023-S-CONCRETE MATERIAL.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE,
ALABAMA, THIS _____ day of _____, 2023.**

Robin Le Jeune, Mayor

ATTEST:

Candace G. Antinarella, City Clerk

**PUBLIC WORKS
MEMORANDUM**



DATE: June 2, 2023
TO: Suzanne Henson, Senior Accountant
FROM: Ronnie Huskey, PW Director
SUBJECT: 2023-~~S~~ Concrete Material - Negotiated

The Finance Department sent out requests for bids for Concrete Material and received no bids. A negotiated bid from Ready Mix USA, CEMEX was submitted and is reasonable. Ready Mix USA has held previous contracts with the City and provided a good service. I would recommend the following negotiated bid be awarded to Ready Mix USA, CEMEX. If you have any questions, please let me know.

Thanks

A handwritten signature in black ink, appearing to be "RH" or similar initials, written over the printed name "Ronnie Huskey".

Ronnie Huskey

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2023-20**

**AN ORDINANCE GRANTING NON-EXCLUSIVE AUTHORIZATION TO SPIRE
GULF INC. FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A
GAS DISTRIBUTION SYSTEM WITHIN CERTAIN PUBLIC RIGHTS-OF-WAY
WITHIN THE CITY OF DAPHNE, ALABAMA**

WHEREAS, Spire Gulf Inc. and its affiliates (the “Company”) desires to construct and maintain a gas distribution system within certain public rights-of-way within the City of Daphne, Alabama (the “City); and

WHEREAS, the City wishes to accommodate the Company’s request and grant authorization to allow the Company to construct and maintain a natural gas line and related facilities in accordance with the terms and conditions contained herein.

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

The City Council of the City of Daphne does hereby grant to Company a non-exclusive right to construct and maintain a natural gas line in the City in and along certain rights-of-way, subject to the terms and conditions set forth in the following agreement:

CONSTRUCTION, RIGHT-OF-WAY USE & FRANCHISE AGREEMENT

THIS CONSTRUCTION, RIGHT-OF-WAY USE and FRANCHISE AGREEMENT (this “Agreement”) is entered into on this ___ day of _____, 2023 (the “Effective Date”), by and between the CITY OF DAPHNE, ALABAMA (the “City”), and SPIRE GULF INC. and its affiliates (the “Company”). The City and the Company are sometimes referred to individually herein as a “Party” and collectively as the “Parties.”

WHEREAS, the City is the owner of certain rights-of-way located along streets maintained by and under the control of the City (as further defined herein, the “Rights-of-Way”), and the City is authorized to grant corporations the non-exclusive right to construct, operate, and maintain a natural gas distribution system within the City; and

WHEREAS, the Company is qualified to do business in the State of Alabama, has been granted a Certificate to provide utility services in the State of Alabama by the Alabama Public Service Commission and desires to provide natural gas services within the City; and

WHEREAS, the City and the Company desire to enter into this Agreement concerning the installation and maintenance of a natural gas distribution system within the City’s Rights-of-Way, and certain other matters more fully contained herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the Parties hereto do hereby agree as follows:

1. **Definitions.** For the purposes of this Agreement, the following terms, phrases, words, and abbreviations shall have the following meanings:

- (a) “Control” shall have the meaning set forth in Section 13 of this Agreement.
- (b) “Customer(s)” means a Person who lawfully receives Services with the Company’s express permission within the City.
- (c) “Effective Date” shall have the meaning set forth in the preamble of this Agreement.
- (d) “Facilities” means all mains, conduits, appliances, meters, sensors, routers, poles, antennae, and any and all other equipment, appurtenances and fixtures as may be reasonably necessary or desirable in the operation of a natural gas distribution system and to provide Services under this Agreement.
- (e) “Franchise” shall have the meaning set forth in Section 2 of this Agreement.
- (f) “Franchise Fee” shall have the meaning set forth in Section 9(b) of this Agreement.
- (g) “Gross Revenues” means any revenue derived by the Company from the operation of the System to provide Services to Customers within the City, adjusted for non-payment. Gross Revenues shall not include (i) any taxes on Services furnished by the Company by any municipality, state, or other governmental unit and collected by the Company for such governmental unit; (ii) uncollectible amounts due Company or its customers after commercially reasonable efforts are made to collect, provided that all or part of uncollectible amounts which are written off as bad debt but subsequently collected, less expenses of collection, shall be included in Gross Revenues in the period collected; (iii) non-operating revenues such as interest income or gain from the sale of an asset; (iv) site acquisition, construction management or supervision fees related to or incurred in support of the installation of the Facilities; and/or (v) contributions of capital by any third party to reimburse the Company in whole or in part for the installation of the Facilities.
- (h) “License Fee” shall have the meaning set forth in Section 9(a) of this Agreement.
- (i) “Person” shall mean any person, firm, partnership, association, corporation, limited liability company, or organization of any kind.
- (j) “Right-of-Way” or “Rights-of-Way” shall mean the surface of, and the space above and below, any public street, road, highway, alley, sidewalk, parkway, park, skyway, or other public right-of-way, and any other place, area, or real property owned by or under the control of the City for vehicular travel purposes and utility easements.
- (k) “Service Area” means those areas within the corporate limits of the City of Daphne where the Company provides Services.
- (l) “Services” means the offering of natural gas for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of facilities used.
- (m) “Term” shall have the meaning set forth in Section 3 of this Agreement.

2. **Grant.** In consideration of the benefits to accrue to the City and the inhabitants thereof, the City hereby grants the Company the non-exclusive right and license to construct, own,

maintain, operate, extend and enlarge in the City a plant or system for the manufacture, transmission, distribution and sale of gas for all purposes whatsoever in and through the City and a non-exclusive franchise to provide natural gas services to customers located within the City (the “Franchise”). Subject to the terms of this Agreement and applicable law, the Company may construct, own, maintain, operate, extend and enlarge its natural gas distribution system in any Rights-of-Way. The City will not vacate any public Right-of-Way containing any Facilities without first advising the Company of its intention to vacate the Right-of-Way and cooperating with the Company in reasonable attempts to obtain the necessary property rights to maintain the Facilities in the Right-of-Way. The Company shall have the power and authority, subject to the supervision of the Alabama Public Service Commission or other duly constituted governmental authority vested with the power now vested in the Alabama Public Service Commission to supervise and regulate public utilities in the State of Alabama, to make, adopt and enforce rates, rules and regulations for the furnishing of gas and for the reasonable operation of its plant and System and shall have the right at all reasonable hours to have access to its gas pipes and the meters of any consumer for the purpose of making repairs and other proper purposes. The City will not prohibit the Company from making connections of the Facilities to new customers or providing service to new accounts within the territorial limits of City.

3. **Term.** The license granted under this Agreement shall be for an initial term of twenty (20) years from the Effective Date, unless otherwise lawfully terminated (the “Term”). Any renewal of this Agreement shall be performed in accordance with applicable laws.

4. **Installation of Facilities.** The Company shall not install any new Facilities in any Right-of-Way without having received a permit from the City. The Company shall install all Facilities so as to minimize interference with the proper use of Rights-of-Way, public utilities, and with the rights and reasonable convenience of the City and property owners whose property adjoins any Rights-of-Way. The Company agrees to the following conditions, limitations, and restrictions related to the installation of its Facilities in, on or through any portion of the Rights-of-Way:

(a) The Company shall hold a pre-construction meeting with the City at least ten (10) days prior to beginning any construction to advise the City of its planned activities.

(b) The Company agrees to supply the City with digital drawings of construction plans ten (10) days prior to construction and digital as-built drawings within six (6) months of the completion of any construction. Final drawings will be supplied in Autocad 2000 using NAD 83 coordinates, GIS format, or such other digital formats as are reasonably acceptable to the Parties.

(c) The Company agrees to “white-line” its path for planned construction for the day of construction.

(d) The Company lines, where feasible, shall have at least a 12” separation vertically and, where feasible, at least 24” separation horizontally from all City utility lines, including gas lines, water lines and sewer lines.

(e) The Company agrees, where feasible, to stay three (3) feet away, measured horizontally, from power poles unless it is utilizing such poles pursuant to a pole attachment arrangement.

(f) The Company or the Company’s contractor will request locates and the City shall provide locates of its facilities as required by Alabama’s 811 law and regulations. The Company

will not locate the City's utility lines or those of any third party physically or on maps or drawings. The Company hand hole and clean-up crews will set hand holes and complete clean-up for each section within 2-3 work days after placement of conduit, weather permitting.

(g) The Company shall clear the streets of any drill mud, debris and other obstructions that accumulate as a result of the Company's construction activities and will not permit its activities to create a hazard to any persons or property. In the event that any such drill mud, debris or other obstruction caused by the Company's activities encroaches upon the street, the Company shall take immediate corrective action to remove the same.

(h) If streets and other Rights-of-Way are damaged by the Company, its employees, agents or contractors in installation or subsequent maintenance and repair of its Facilities, the Company, upon written notice from the City and at the Company's sole expense, shall promptly repair and restore such streets or Rights-of-Way to the same or better condition than such streets or Rights-of-Way were in prior to such damage, and to the reasonable satisfaction of the City.

(i) The Company shall contact affected property owners to discuss any repairs, dress-up or clean-up of such owners' property necessitated by the installation of the Company's Facilities, and shall perform any necessary repair, dress-up or clean-up to such property at the Company's sole expense.

(j) At all times during and after the installation of gas lines, the Company shall respond to all emergency locates to locate its gas lines as required by Alabama's 811 law and regulations.

(k) At all times, the Company shall be responsible for safety at, about and around its work and shall, at its sole expense, provide safe and adequate traffic control when necessary and at its own expense provide full and complete warnings to safeguard the public and to prevent injury or damage, including, but not limited to, any and all signage, cones, markings, lighting and otherwise deemed, in the sole discretion of the Company, to be adequate and the Company shall assume all liability for any injury or damage in any way related directly, or indirectly to the provision or non-provision or inadequate provision of such controls, warnings, etc., and shall, at its sole expense, defend, indemnify and hold harmless the City any and all actions in any way related to any injury or damage claimed to be the result of inadequacies in traffic control, warnings, or otherwise.

(l) The decision of when and the location and type of Services provided within the City is solely within the discretion of the Company during the Term, subject to the City's permit approval process.

Throughout the Term of this Agreement, provided the Company complies with the foregoing requirements, the Company shall be entitled to expand and upgrade its System as it deems reasonably necessary.

5. **Relocation of Facilities.** Whenever the City shall grade, regrade, or change the line of any street or Right-of-Way or construct or reconstruct any drainage, sewer or water system therein and shall, with due regard to reasonable working conditions, order the Company to relocate or protect its Facilities located in said street or Right-of-Way, the Company shall relocate or protect its Facilities at its own expense; provided, however, if the City compensates any Person for similar work then the Company shall be similarly compensated. Further, where the City has determined that the location of the Company's Facilities is unsafe or otherwise may be harmful to the public health, safety, and welfare as determined in the reasonable judgment of the City, The Company

shall move such Facilities to an alternate location as directed by the City. The City shall give the Company reasonable notice of plans to grade or change the line of any street or Right-of-Way or to construct or reconstruct any drainage, sewer or water system therein or of any demand that the Facilities be relocated for the reasons set forth herein. The Company may also be required to relocate its Facilities where public utilities or other users of the Right-of-Way require access; provided, however, that nothing herein shall be construed as a waiver of the Company's rights under applicable law. Any such movement shall be at the expense of the third party. With respect to location of its existing public utility lines, the City agrees that during the period of the Company's installation of natural gas lines pursuant to this Agreement, the City will locate all City public utility lines as required by Alabama's 811 laws. It shall be the duty of the Company or its contractor(s) to request the City to locate the public utility lines.

6. **Damage to Existing Utilities.** The Company hereby agrees that (a) during the installation process, and (b) at any time after such installation, the Company will immediately notify the appropriate utility provider in the event that the Company, or any of its related entities, employees, agents or contractors damages a utility line, including private service lines. Provided that the party owning the lines has complied with Alabama's 811 law and regulations then any repairs to such utility lines and private service lines must be made immediately, and at the Company's sole expense, and shall only be made by appropriately licensed and bonded contractors.

7. **Compliance with Codes.** All construction, installation, maintenance, and operation of the System or of any Facilities employed in connection therewith shall comply with the provisions of all applicable law, any standards issued by federal or state regulatory agencies in relation thereto, and local zoning regulations. The Company shall comply with ordinances, rules, and regulations established by the City pursuant to the lawful exercise of its police powers and generally applicable to all users of the Rights-of-Way. The City reserves the right to lawfully exercise its police powers.

8. **Indemnity to The City.** At all times both during and after installation, so long as the Company's System is located upon any portion of the City's Rights-of-Way, the Company covenants, warrants and agrees to indemnify and hold harmless the City, its elected officials, officers, employees, agents and contractors of and from any and all suits, damages, claims, liabilities, losses and expenses, including reasonable attorneys' fees, directly or indirectly arising from or related to: (a) the installation, operation, repair or maintenance by any Person of the Company's System within the City; (b) provided that the City has complied with Alabama's 811 law and regulations, any injury, loss or damage to the City's utility lines arising from or related to the installation, operation, repair or maintenance of the Company's System; and (c) provided that the private service line owner has complied with Alabama's 811 law and regulations, any injury, loss or damage to private service lines arising from or related to the installation, operation, repair or maintenance of the Company's System. Without the intent of limiting any of the foregoing, it is agreed that the Company shall indemnify and hold harmless the City, its elected officials, officers, employees, agents and contractors of and from any and all claims for personal injury, wrongful death, property damage, or otherwise alleged to be directly or indirectly attributable, in whole or in part, to the acts or omissions of the Company or its officers, employees, agents, or contractors in connection with the subject of this Agreement, which indemnity shall be at the sole expense of the Company, including the obligation to pay any and all sums required, including any

settlement, judgment, attorneys' fees, court costs, or otherwise. In the event the City believes it has a claim subject to indemnification it must promptly give the Company written notice of such claim. Within sixty (60) days of its receipt of written notice of the City's claim, the Company shall notify the City in writing whether it will defend such claim. If the Company assumes the defense of such claim it shall be entitled to defend the claim in any manner it sees fit including settlement, provided no settlement imposes liability on the City without the City's prior written consent.

9. **Fees.**

(a) **License Fee.** As consideration for use of the City's Rights-of-Way as set forth in this Agreement, the Company agrees to pay the City upon execution of this Agreement a one-time License Fee of Five Thousand Dollars (\$5,000).

(b) **Franchise Fee.** The Company shall pay the City a franchise fee equal to three percent (3%) of the Gross Revenues received by the Company from the sale of Services to Customers within the City (the "**Franchise Fee**"). The payment of the Franchise Fee shall be made on a quarterly basis and shall be due and payable no later than forty-five (45) days after the last day of each March, June, September and December throughout the Term of this Agreement. Each Franchise Fee payment shall be accompanied by a certified report from a representative of the Company, which shows the basis for the computation of all Gross Revenues received by the Company from sale of the Services to Customers located within the City limits during the period for which such Franchise Fee payment is made. If the Franchise Fee payment is not actually received by the City on or before the applicable due date set forth in this Section, interest shall accrue on the outstanding amount at the state legal interest rate of six percent (6%) annually (Alabama Code (1975) § 8.8.1).

(c) **Audit.** During the Term of this Agreement, once every twelve (12) months and upon reasonable prior written notice, during normal business hours, the City shall have the right to inspect the Company's financial records used to calculate the City's Franchise Fee, and the right to audit and to re-compute any amounts determined to be payable under this Section at the City's expense; provided, however, that any such audit shall take place within six (6) years from the date the City received such payment, after which period any such payment shall be considered final. If the City believes it is owed any additional compensation from the Company, it will give the Company notice of same along with a calculation of the additional amount. The Parties shall work together in good faith to resolve the matter. Any additional amounts due to either Party shall be promptly paid within thirty (30) days following resolution of the payment dispute.

11. **Liability Insurance.** At all times, the Company shall maintain, at its own cost and expense, a general liability policy in the minimum amount of \$1,000,000.00 per occurrence and \$2,000,000 general aggregate limit for bodily injury and property damage. Such general liability policy shall designate the City as an additional insured and shall be non-cancellable except upon thirty (30) days' prior written notice to the City. The City shall be provided with a certificate or certificates of such coverage. In addition, the Company shall secure any and all other insurance as the Company, in its sole discretion deems appropriate. Nothing in this paragraph is intended to be a waiver of the City's immunity under State-agent immunity or any other immunity afforded municipalities under Alabama or Federal law.

12. **Books and Records.** Throughout the Term of this Agreement, the Company agrees to keep such books and records regarding the operation of the System and the provision of Services

in the City as are reasonably necessary to ensure the Company's compliance with the terms and conditions of this Agreement. Such books and records shall include, without limitation, any records required to be kept in a public inspection file by the Company pursuant to the rules and regulations of the Alabama Public Service Commission. All such documents pertaining to financial matters, which may be the subject of an audit by the City shall be retained by the Company for a minimum period of six (6) years.

13. Transfer of Ownership or Control

(a) The Company shall not transfer this Agreement or any of the Company's rights or obligations in or regarding the Agreement without the prior written consent of the City, which shall not be unreasonably withheld. No such consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Company in the Agreement or in the System in order to secure indebtedness, (ii) a transfer to any Person controlling, controlled by or under the same common control as the Company, or (iii) a transfer to any Person purchasing all or substantially all of the assets or common stock of the Company.

(b) The Company shall give the City prior written notice of any impending transfer of Control of the Company or its assets under Sections 13 (a)(ii) or (iii). Furthermore, the Company shall ensure that the Person to whom Control of the Company or its assets is transferred is authorized by the applicable state or federal authority to occupy the Rights-of-Way pursuant to this Agreement and assumes in writing all of the obligations of the Company under this Agreement effective as of the date of the transfer of Control or sale. The Company shall provide the City with a copy of such assignment instrument upon request. The transfer of ownership or Control pursuant to this section shall not be deemed to waive any rights of the City to subsequently enforce noncompliance issues relating to this Agreement even if such issues predated the transaction, whether known or unknown to the City.

(c) For purposes of this Section 13, "Control" means ownership of a majority interest or the actual working control and day to day management of the Company.

14. Compliance with Applicable Law. The Company shall at all times comply with all laws applicable to its provision of Services in the City. Notwithstanding the foregoing, the Franchise Fees paid pursuant to this Agreement shall replace and be paid in lieu of any business license fees normally assessed to the Company pursuant to City Ordinance and Alabama law.

15. Enforcement and Termination.

(a) Breach. In addition to all other rights and powers retained by the City under this Agreement or otherwise, the City reserves the right to terminate this Agreement and all rights and privileges of the Company hereunder in the event of a material breach of its terms and conditions.

(b) Notice of Violation. In the event the City believes the Company has not complied with the provisions of this Agreement, the City shall make a written demand that the Company comply with any such provision, rule, order, or determination under or pursuant to this Agreement. If the violation by the Company continues for a period of thirty (30) days following the Company's receipt of such written demand without written proof that the corrective action has been taken or is being actively and expeditiously pursued, the City may place the issue of termination of the Agreement before the City Council. The City shall cause to be served upon the Company, at least

twenty (20) days prior to the date of such a City Council meeting, a written notice of intent to request such termination, the provisions of this Agreement under which termination is sought, and the time and place of the meeting. Public notice shall be given of the meeting and issues that the City Council is to consider pursuant to the requirements of Alabama law.

(c) Consideration of Breach. The City Council shall hear and consider the issue and shall hear any Person interested therein and shall determine whether or not any substantial breach by the Company has occurred.

(d) Declaration of Forfeiture. If the City Council shall determine the violation by the Company was the fault of the Company and within its control, the City Council may, by resolution (i) seek specific performance of any provisions which reasonably leads itself to such remedy, as an alternative to damages; or (ii) commence or action at law for monetary damages; or (iii) declare a substantial breach and declare that this Agreement shall be terminated unless there is compliance within such period as the City Council may fix, such period not to be less than sixty (60) days, provided no opportunity for compliance need be granted for fraud or misrepresentation.

(e) No Forfeiture of Legal Rights or Remedies. Nothing herein shall be construed as a waiver or forfeiture of any right or remedy that either Party may have concerning or arising out of this Agreement, including the right to seek judicial redress for any breach or violation of the terms of this Agreement.

16. Miscellaneous.

(a) Applicable Law. This Agreement will be deemed to be a contract made under the laws of the State of Alabama and for all purposes will be governed by and interpreted in accordance with the laws prevailing in the State of Alabama, without regard to principles of conflict of laws.

(b) Entire Agreement. The terms and provisions of this Agreement constitute the entire agreement between the Parties, and there are no collateral agreements or representations or warranties other than as expressly set forth or referred to in this Agreement.

(c) Inurement. This Agreement shall be binding upon, and shall inure to the benefit of, the respective Parties, their successors and assigns, including any and all subsequent owners of the fiber optic lines installed pursuant to this Agreement.

(d) Fees and Costs. In the event of any disputes or controversies arising from the Agreement or its interpretation, each Party will bear its own attorneys' fees and costs incurred in connection with same.

(e) No rights to private property. Nothing in this Agreement shall be construed expressly or impliedly to grant to the Company any rights with respect to any private property.

(f) The Company's repair, inspection, etc. All of the obligations imposed by this Agreement upon the Company with regard to construction shall be equally applicable in the event that the Company or its agents, employees or contractors, repair, inspect, or otherwise, deal with the Rights-of-Way. All obligations, duties and responsibilities imposed upon the Company by this Agreement shall be continuing and not limited solely to the construction period.

(g) Independent contractor. The Parties stipulate and agree that the Company is an independent contractor and neither Party shall take any action or make any statement that could,

in any way, suggest a different relationship between the Parties. It is specifically agreed that the Parties hereto are not partners or joint venturers and do not occupy any similar relationship.

(h) No guaranty, etc. by the City. It is hereby agreed that neither the City nor any of its elected officials, officers, employees, agents or contractors have made any guaranty, representation, promise or assurance to the Company or its officers, officials, employees or contractors, other than as expressly contained in writing in this Agreement and the Company stipulates and agrees that it is not relying upon any promise, representation, guaranty or assurance, other than as is contained in writing in this Agreement.

(i) Notice. Any notice or response required under this Agreement shall be in writing and shall be deemed given upon receipt: (i) when hand delivered; (ii) when delivered by commercial courier; or (iii) after having been posted in a properly sealed and correctly addressed envelope by certified or registered mail, postage prepaid, return receipt requested. The addresses of the Parties for notice are as follows:

If to the City: City of Daphne
Office of the Mayor
1705 Main Street
Daphne, Alabama 36526

With copy to: Adams and Reese LLP
Jay M. Ross, Esq.
11 North Water Street, Suite 23200
Mobile, AL 36602

If to the Company: Spire Gulf, Inc.

With copy to:

The City and the Company may designate such other address or addresses from time to time by giving notice to the other as provided in this section.

(j) Severability. If the legislature or a court or regulatory agency of competent jurisdiction determines that any provision of this Agreement is illegal, invalid, or unconstitutional, all other terms of this Agreement will remain in full force and effect for the Term of the Agreement and any renewal.

(k) Change of Law. In the event that any effective legislative, regulatory, judicial, or legal action materially affects any material terms of this Agreement, or the ability of the City or the Company to perform any material terms of this Agreement, the Parties agree to amend this Agreement as necessary to comply with the changes in law within thirty (30) days of receipt of written notice of such change in law.

* * *

Publication, Effective Date and Acceptance. This Ordinance shall be published in accordance with applicable laws. This Ordinance and Agreement shall become effective only upon receipt of a written unconditional acceptance by the Company of the terms and conditions contained herein within thirty (30) days of the passage of this Ordinance.

With its acceptance, the Company shall also deliver a certified or cashier's check, approved by the City, in the amount of Five Thousand Dollars (\$5,000) made payable to the City of Daphne, Alabama, as a license fee, and insurance certificates as required herein, that have not previously been delivered. The license fee shall be deposited in an account of the City, and shall serve to recover expenses incurred by the City in the preparation of this Ordinance, including attorneys' fees incurred by the City.

ADOPTED AND APPROVED this _____ day of _____, 2023.

CITY OF DAPHNE, ALABAMA

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, CMC, City Clerk

APPROVED AND ACCEPTED:

SPIRE GULF, INC.

Name: _____
Title: _____

Date: _____

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2023 - 21**

**AN ORDINANCE TO AMEND THE VARIABLE INTEREST RATE INDEX SET
FORTH IN ORDINANCE NO. 2009-06 PURSUANT TO WHICH THE CITY ISSUED
ITS GULF OPPORTUNITY ZONE LIMITED OBLIGATION NOTE (TAMERON
AUTOMOTIVE EASTERN SHORE PROJECT) TO INDUCE TAMERON
PROPERTIES, LLC, TO MAINTAIN THE LOCATION OF ITS EASTERN
SHORE TAMERON AUTOMOTIVE DEALERSHIP FACILITY WITHIN THE
CORPORATE LIMITS OF THE CITY THEREBY PRESERVING AND
ENHANCING THE CITY'S TAX BASE**

WHEREAS, the City Council of the City of Daphne hereby finds and declares that the purpose of this ordinance is to amend a note for which the City acted as a conduit issuer in 2009 to provide for the economic development of the City within the meaning of Amendment No. 750 to the Constitution of the State of Alabama of 1901, as amended, by preserving and expanding the tax base of the City, to replace the index rate used to determine the applicable interest rate on the note from time to time.

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

Section 1. Further findings and declarations

The City Council of the City of Daphne, Alabama (herein called the "City"), does hereby find and declare as follows:

(a) Tameron Properties, LLC, an Alabama limited liability company (herein called the "Company"), owns and operates a Honda automobile dealership facility in the City;

(b) The City and the Company agreed on or before August 22, 2006, that the Company would locate the facility within the corporate limits of the City (the land, building and immovable fixtures being herein together called the "Automotive Facility") if the City would submit an application to the Director of Finance of the State of Alabama for an allocation under the Gulf Opportunity Zone Act of 2005, P.L. 109-135 (hereinafter called the "Gulf Opportunity Act") to issue limited obligation tax exempt debt obligations to reimburse a portion of the costs of constructing the Automotive Facility;

(c) The Company substantially completed the Automotive Facility and obtained long term financing of the portion of the costs of the Automotive Facility with respect to which the GO Zone allocation was made;

(d) The City submitted such an application for GO Zone authority with the Alabama Director of Finance on August 22, 2006, (herein called the "Inducement Date"), and the said request was granted by the Alabama Director of Finance on July 18, 2007;

(e) The Company leased the Automotive Facility (not including any equipment or movable fixtures pertaining thereto) to the City under a Ground Lease Agreement dated as of January 1, 2009 (herein called the "Ground Lease"), in order to provide the City with a requisite interest in the Automotive Facility as required by applicable Alabama law;

(f) The City issued its \$9,000,000 Gulf Opportunity Zone Limited Obligation Note (Tameron Automotive Eastern Shore Project) dated February 19, 2009 (herein called the "Note"), to Compass Mortgage Corporation to obtain the funds necessary to pay the portion of the costs of acquiring and constructing those portions of the Automotive Facility qualifying for financing under the Gulf Opportunity Act;

(g) The City and the Company entered into a Lease Agreement dated as of January 1, 2009 (herein called the "Lease"), under which the City subleased the Automotive Facility to the Company in return for debt service rentals calculated to provide the City with money sufficient to pay the principal of and interest on the Note (herein called the "Basic Rent");

(h) The applicable interest rate under the Note is currently (i) 113.75 basis points plus (ii) sixty-five percent (65%) of 30-day London Interbank Offering Rate ("LIBOR") floating;

(i) The 30-day LIBOR index is scheduled to cease to exist on June 30, 2023;

(j) On December 30, 2021 the U.S. Treasury Department and the Internal Revenue Service released Treasury Regulations Section 1.1001-6 that took effect in March 2022 (the "Regulations") providing guidelines for the replacement of LIBOR with other rate alternatives such as the Secured Overnight Financing Rate ("SOFR"); and

(k) Pursuant to the Regulations, the City, the Company, and PNC NCNVINV Inc., successor to Compass Mortgage Corporation, wish to change the applicable interest rate on the Note to (i) 144.4 basis points plus (ii) the sum of sixty-five percent (65%) of Daily SOFR and 11.448 basis points (0.11448%).

Section 2. Amendment to the Note

Effective July 1, 2023, the Note shall bear interest at a variable per annum interest rate computed on the basis of the actual number of days (365 or 366 days, as the case may be) divided by a 360-day year, and equal to the sum of (i) 114.4 basis points plus (ii) sixty-five percent (65%) of the sum of Daily SOFR floating and 11.448 basis points (0.11448%). All references to "Compass Mortgage Corporation" shall henceforth be revised to refer to "PNC NCNVINV Inc." All other terms of the Note shall remain the same as are currently in effect.

Section 3. No General Obligation. Not Chargeable Against Debt Limit

The indebtedness evidenced and ordered paid by the Note is not and shall never be a general obligation of the City, and the full faith and credit of the City are not pledged for its payment. The said indebtedness shall remain a limited special obligation of the City payable only from the Basic Rent paid by the Company under the Lease and any other sources of payment provided by the Lease. Neither the State of Alabama nor Baldwin County is obligated in any way for the payment of the Note.

The Note is not intended to be chargeable against the City's constitutional debt limit, nor shall it ever be so chargeable.

Section 4. Form of Note Amendment

The Amendment to the Note shall be in substantially the following form:

(Form of Amendment to Note)

AMENDMENT TO NOTE NO. R-1 \$9,000,000
UNITED STATES OF AMERICA
STATE OF ALABAMA
CITY OF DAPHNE
GULF OPPORTUNITY ZONE LIMITED OBLIGATION NOTE
(TAMERON AUTOMOTIVE EASTERN SHORE PROJECT)
DATED FEBRUARY 19, 2009, AND MATURING JANUARY 1, 2029

Exhibit A to the Note shall be replaced with the following text:

Exhibit A

The Note shall bear interest at a variable per annum interest rate computed on the basis of the actual number of days (365 or 366 days, as the case may be) divided by a 360-day year, and equal to the sum of (i) 114.4 basis points plus (ii) sixty-five percent (65%) of the sum of Daily SOFR and 11.448 basis points (0.11448%).

As used herein:

“**Business Day**” means any day other than (A) a Saturday or Sunday or (B) a legal holiday on which commercial banks are authorized or required by law to be closed for business in Pittsburgh, Pennsylvania; provided that, when used in connection with an amount that bears interest at a rate based on SOFR or any direct or indirect calculation or determination involving SOFR, the term “Business Day” means any such day that is also a U.S. Government Securities Business Day.

“**Daily Simple SOFR**” means, for any day (a “**SOFR Rate Day**”), the interest rate per annum determined by the holder of the Note by dividing (the resulting quotient rounded upwards, at the Note holder’s discretion, to the nearest 1/100th of 1%) (A) SOFR for the day (the “**SOFR Determination Date**”) that is 2 Business Days prior to (i) such SOFR Rate Day if such SOFR Rate Day is a Business Day or (ii) the Business Day immediately preceding such SOFR Rate Day if such SOFR Rate Day is not a Business Day, by (B) a number equal to 1.00 minus the SOFR Reserve Percentage, in each case, as such SOFR is published by the NYFRB (or a successor administrator of the secured overnight financing rate) on the website of the NYFRB, currently at <http://www.newyorkfed.org>, or any successor source identified by the NYFRB or its successor administrator for the secured overnight financing rate from time to time. If Daily Simple SOFR as determined above would be less than the Floor, then Daily Simple SOFR shall be deemed to be the Floor. If SOFR for any SOFR Determination Date has not been published or replaced with a Benchmark Replacement by 5:00 p.m. (Pittsburgh, Pennsylvania time) on the second Business Day immediately following such SOFR Determination Date, then SOFR for such SOFR Determination Date will be SOFR for the first Business Day preceding such SOFR Determination Date for which SOFR was published in accordance with the definition of “SOFR”; provided that SOFR determined pursuant to this sentence shall be used for purposes of calculating Daily Simple SOFR for no more than 3 consecutive SOFR Rate Days. If and when Daily Simple SOFR as determined above changes, any applicable rate of interest based on Daily Simple SOFR will change automatically without notice to the Borrower, effective on the date of any such change.

“Daily SOFR” means Daily Simple SOFR.

“Default Rate” means the rate per annum equal to the lesser of (A) the sum of 3% plus the interest rate otherwise in effect from time to time under this Note and (B) the Maximum Rate.

“Floor” means a rate of interest per annum equal to zero basis points (0%).

“NYFRB” means the Federal Reserve Bank of New York.

“Overnight Bank Funding Rate” means, for any day, the rate comprised of both overnight federal funds and overnight Eurocurrency borrowings by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the NYFRB, as set forth on its public website from time to time, and as published on the next succeeding Business Day as the overnight bank funding rate by the NYFRB (or by such other recognized electronic source (such as Bloomberg) selected by the Bank for the purpose of displaying such rate); provided, that if such day is not a Business Day, the Overnight Bank Funding Rate for such day shall be such rate on the immediately preceding Business Day; provided, further, that if such rate shall at any time, for any reason, no longer exist, a comparable replacement rate determined by the Bank at such time (which determination shall be conclusive absent manifest error). If the Overnight Bank Funding Rate determined as above would be less than zero, then such rate shall be deemed to be zero. The rate of interest charged shall be adjusted as of each Business Day based on changes in the Overnight Bank Funding Rate without notice to the Borrower.

“Prime Rate” means the rate publicly announced by the Bank from time to time as its prime rate. The Prime Rate is determined from time to time by the Bank as a means of pricing some loans to its borrowers. The Prime Rate is not tied to any external rate of interest or index and does not necessarily reflect the lowest rate of interest actually charged by the Bank to any particular class or category of customers.

“SOFR” means a rate equal to the secured overnight financing rate as administered by the NYFRB (or a successor administrator of the secured overnight financing rate).

“SOFR Reserve Percentage” means, for any day, the maximum effective percentage in effect on such day, if any, as prescribed by the Board of Governors of the Federal Reserve System (or any successor) for determining the reserve requirements (including, without limitation, supplemental, marginal and emergency reserve requirements) with respect to SOFR funding.

“U.S. Government Securities Business Day” means any day except for (A) a Saturday or Sunday or (B) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

APPROVED AND ADOPTED this the ____ day of June, 2023.

Angie Phillips, Council President

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, CMC, City Clerk

**PNC BANK,
NATIONAL ASSOCIATION**

By: _____

Name: _____

Title: _____

(Form of Registration Certificate)

Date of Registration:

This Note Amendment was registered in the name of the above-registered owner on the date of registration shown above.

**CITY TREASURER OF THE CITY
OF DAPHNE, ALABAMA**

By _____
Its Authorized Officer

(Form of City Treasurer's Certificate)

I hereby certify that this Note Amendment was at the time of the issuance thereof duly registered by me as a claim against the CITY OF DAPHNE, ALABAMA.

City Treasurer of the
CITY OF DAPHNE, ALABAMA

* * *

Section 5. Execution of Note Amendment by City

The Note Amendment shall be executed on behalf of the City by the Mayor and attested by the City Clerk, and the seal of the City shall be impressed on the Note; provided that the signatures of the said Mayor and the City Clerk on the Note may be facsimile signatures of the said officers imprinted thereon, and the seal of the City appearing on the Note may be facsimile of such seal imprinted thereon (it being understood that a condition to the validity of the Note is the appearance on such Note of a Registration Certificate, substantially in the form hereinabove provided, executed by the manual signature of the City Treasurer and a City Treasurer's Certificate, substantially in the form hereinabove provided, executed by the manual or facsimile signature of the City Treasurer of the City). Signatures on the Note by persons who are officers of the City at the times such signatures were written or printed shall continue to be effective although such persons cease to be such officers prior to the delivery of the Note, whether initially issued or exchanged for a Note of different denominations from those initially issued.

Section 6. City Treasurer's Certificate on Note Amendment

A City Treasurer's Certificate by the City Treasurer of the City, in substantially the form hereinabove recited, duly executed by the manual or facsimile signature of the said officer, shall be endorsed on the Note Amendment and shall be essential to its validity. Such certificate shall be conclusive of the due registration of the claim against the City represented by the Note as amended by the Note Amendment.

Section 8. Dating of Note Amendment

The Note Amendment shall be dated the date of its issuance.

Section 9. General Authorization

The Mayor, City Clerk and City Treasurer are hereby authorized to take any and all actions and to sign such certification and ancillary agreements on behalf of the City as are in the said officers' judgment necessary or desirable to carrying out the transactions contemplated by this ordinance.

Section 10. Creation of Contract.

The provisions of the Amended Authorizing Ordinance shall constitute a contract between the City and the registered owner of the Note.

Section 11. Provisions of Amended Authorizing Ordinance Severable

The provisions of the Amended Authorizing Ordinance are hereby declared to be severable. In the event any provision hereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of the Amended Authorizing Ordinance.

APPROVED AND ADOPTED this the ____ day of June, 2023.

Angie Phillips, Council President

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, CMC, City Clerk