

CITY OF DAPHNE
1705 MAIN STREET, DAPHNE, AL
CITY COUNCIL BUSINESS MEETING AGENDA
Monday, August 21, 2023
6:00 P.M.

1. CALL TO ORDER

2. ROLL CALL

INVOCATION Reverend Thack Dyson, St. Paul's Episcopal Church
PLEDGE OF ALLEGIANCE

PRESENTATION: Quinn Hamm Eagle Scout Project

PRESENTATION: Kaden Hamm Eagle Scout Project

PRESENTATION: Beautification Award – Christ the King Church/School

PROCLAMATION: National Senior Center Day

PRESENTATION: Fire Department Promotions – Apparatus Engineers: Patrick McDermott, Josh Harlan and Owen Rumbley

PUBLIC HEARING: O'Gwynn Properties L.L.C. Pre-Zoning Amendment Located Northeast of the intersection of Pollard Road and County Road 64.

PUBLIC HEARING: O'Gwynn Properties L.L.C. Annexation Petition Located Northeast of the intersection of Pollard Road and County Road 64.

3. APPROVE MINUTES: August 7, 2023 regular meeting

4. REPORTS OF STANDING COMMITTEES

A. FINANCE COMMITTEE – Goodlin

B. BUILDINGS & PROPERTY COMMITTEE – Coleman

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

Certificates of Occupancy: 13

Permits Issues: 267

New Residential Home Permits: 24

Total Fees: \$100,809.42

C. PUBLIC SAFETY COMMITTEE – Hughes

D. CODE ENFORCEMENT/ORDINANCE COMMITTEE – Olen

E. PUBLIC WORKS COMMITTEE – Conaway

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS

A. BOARD OF ZONING ADJUSTMENTS – Adrienne Jones

B. DAPHNE PUBLIC SCHOOL COMMISSION – Conaway

C. DOWNTOWN REDEVELOPMENT AUTHORITY – Conaway

Review the minutes from the July 2023 meeting.

D. INDUSTRIAL DEVELOPMENT BOARD – Scott

City Council Agenda – August 21, 2023

- E. **LIBRARY BOARD** – Goodlin
- F. **PLANNING COMMISSION** – Olen
- G. **RECREATION BOARD** – Hughes
- H. **UTILITY BOARD** – Phillips

6. **PUBLIC PARTICIPATION**

7. **MAYOR’S REPORT**

8. **CITY ATTORNEY REPORT**

9. **DEPARTMENT HEAD REPORTS**

10. **CITY CLERK’S REPORT**

MOTION to approve the 37th Annual Celebration of Dr. Martin Luther King Jr Holiday from 10:30 – 11:30am.

11. **RESOLUTIONS & ORDINANCES**

A. **RESOLUTIONS:**

B. **2nd READ ORDINANCES:**

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

1st READ ORDINANCE:

2023 – 31 – Ordinance to Pre-Zone Property Located Northeast of the intersection of Pollard Road and County Road 64 – O’Gwynn Properties, L.L.C.

2023 – 32 – Ordinance to Annex Property Contiguous to the Corporate Limits of the City of Daphne – Property Located Northeast of the intersection of Pollard Road and County Road 64 – O’Gwynn Properties, L.L.C.

2023 – 33 – Ordinance to Amend the City of Daphne’s Employee Handbook – Sections 5.1, 7.2 and 10.3)

12. **COUNCIL COMMENTS**

13. **ADJOURN**

City of Daphne Beautification Committee

presents this

Certificate of Recognition

to

Christ the King Catholic Church & School

for your excellence in beautifying the City of Daphne.

Awarded on this 21st day of August 2023.



Robin LeJeune, Mayor



CITY OF DAPHNE, ALABAMA

Proclamation

WHEREAS, throughout our history, older people have achieved much for our families, our communities, and our country. That remains true today, and gives us ample reason to reserve a special day in honor of the senior citizens who mean so much to our land; and

WHEREAS, with improved health care and more years of productivity, older citizens are reinforcing their historical roles as leaders and as links with our patrimony and sense of purpose as individuals and as a Nation; and

WHEREAS, many older people are embarking on second careers, giving younger Americans a fine example of responsibility, resourcefulness, competence and determination; and

WHEREAS, more than 4.5 million senior citizens are serving as volunteers in various programs and projects that benefit every sector of society; and

WHEREAS, we owe older citizens our thanks and a heartfelt salute for all they have achieved throughout life and for all they continue to accomplish; and

WHEREAS, we can best demonstrate our gratitude and esteem by making sure that our communities are good places in which to mature and grow older – places in which older people can participate to the fullest and can find encouragement, acceptance, assistance, and services they need to continue to lead lives of independence and dignity.

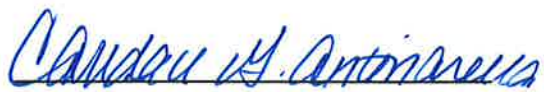
NOW,
THEREFORE, I, Robin LeJeune, as the Mayor of the City of Daphne, along with the Daphne City Council, do hereby proclaim August 21, 2023 as

National Senior Citizens Day

in the City of Daphne.


Robin LeJeune, Mayor

ATTEST:


Candace G. Antinarella, CMC, City Clerk





**COMMUNITY DEVELOPMENT
INTERNAL MEMORANDUM**

DATE: June 23, 2023
TO: Office of the City Clerk
FROM: Adrienne Jones, AICP, Director of Community Development
SUBJECT: O'Gwynn Properties, L.L.C. Pre-Zoning Amendment



PRESENT ZONING: B-2, Neighborhood Business, Baldwin County District 15, in the Extraterritorial Planning Jurisdiction of Daphne

PROPOSED PRE-ZONING: B-2(a), General Business Alternate

LOCATION: Northeast of the intersection of Pollard Road and County Road 64

RECOMMENDATION: At the June 22, 2023 regular 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

PRE-ZONING O'GWYNN PROPERTIES, LLC





O'GWYNN PROPERTIES, LLC.

Pre-zoning Amendment

Zoning Classification:

B-2, Neighborhood Business, ETJ

Surrounding Zonings/Uses:

- **North**—B-2, Neighborhood Business, ETJ
- **South**—B-2, Neighborhood Business, ETJ
- **West**—B-2, General Business/Baldwin Bone and Joint
- **East**—B-2, Neighborhood Business, ETJ

Existing Utility Service Providers:

Riviera Utilities, AT&T, Daphne Utilities

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

Staff Recommendation to PC: Favorable recommendation to City Council as B-2(a)

Proposed Zoning:

B-2(a), General Business Alternate

Development Concept:

Commercial Business

Council District:

1

Existing Conditions:

4.25 ac

PC Recommendation to Council:

Favorable recommendation to City Council as B-2(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, open space, recreation and education goals in a manner that maintains and promotes Daphne's unique image and quality of life.

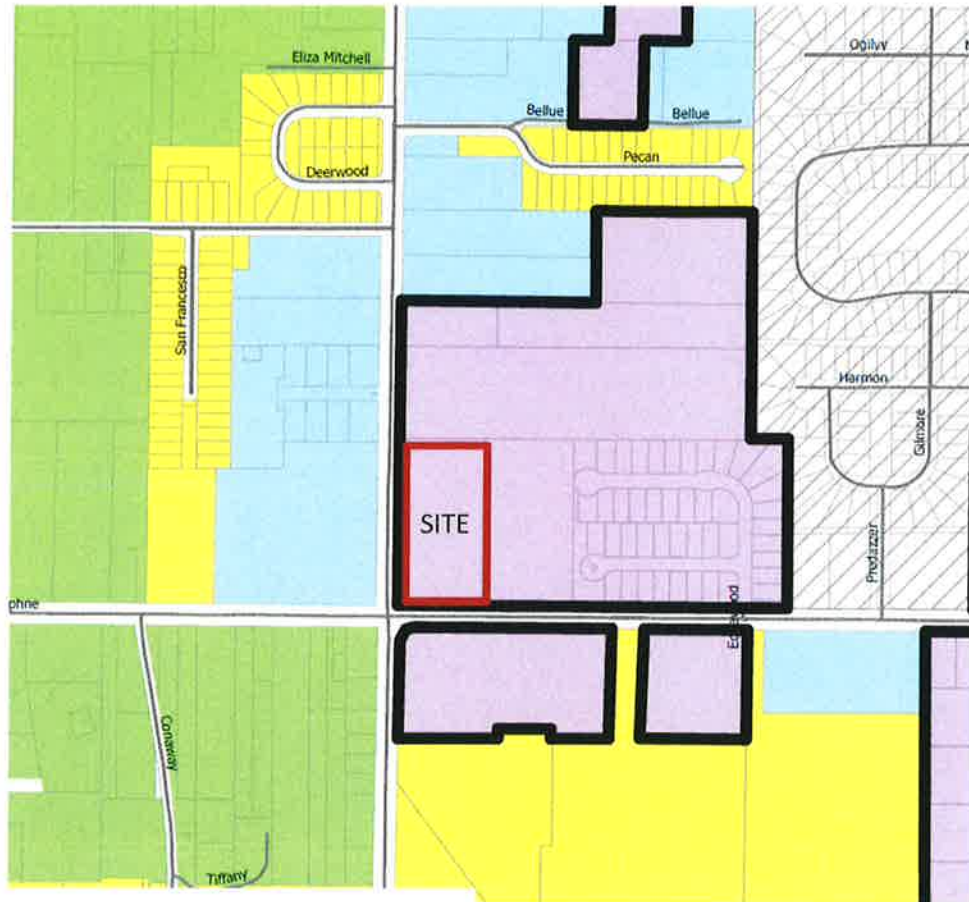
Goal: Grow sensibly by anticipating land use needs. Objective: Promote and manage growth on undeveloped lands in a manner that will be compatible with, and complementary to, existing adjacent developed properties. Objective: Protect and preserve the character of Daphne through review of new developments, the encouragement of growth that enhances the community spirit, and through aesthetic considerations. Promote clustered commercial development in defined areas.

Staff Review:

The site is located at the northeast intersection of County Road 64 and Pollard Road. The applicant proposes to pre-zone the subject property to B-2(a), General Business Alternate. The proposed zoning is consistent with the Goals and Objectives noted in the Comprehensive Plan as stated above, particularly since the property abuts business districts. B-2(A) is appropriate. This district is intended to provide opportunity for activities that are more compatible with restrictive business districts and residential uses than those allowed in B-2, General Business. See attached Ordinance 2015-26, Creating a New Zoning District B-2A, for full details.

The proposed zoning is consistent with the established goals of the Comprehensive Plan; consistent with the precedent for commercial zoning and would be considered harmonious in terms of future land uses allowed by right in the county's B-2, Neighborhood Business District (information provided herein as reference); therefore, staff recommends the Planning Commission render a favorable recommendation to City Council to pre-zone the site to B-2(a), General Business Alternate, 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

- B-2(a) District -

**CITY OF DAPHNE
ORDINANCE NO. 2015-26**

**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-2A, GENERAL BUSINESS ALTERNATE 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, the Planning Commission of the City of Daphne, Alabama at its regular meeting held on March 26, 2015, considered certain proposed amendments to the City of Daphne Land Use & Development Ordinance, Ordinance 2011-54, and any amendments to the same; and,

WHEREAS, the City of Daphne Planning Commission reviewed such changes at its regularly scheduled Commission meeting on the 26th day of March 2015, and has made a favorable recommendation for adoption to the City Council; 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-2a, General Business Alternate 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 May 4, 2015.

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

SECTION I: THIS SECTION HEREBY AMENDS LAND USE AND DEVELOPMENT ORDINANCE ARTICLE XII, ESTABLISHMENT OF DISTRICTS, OF THE AS FOLLOWS:

- A. Article 12, Establishment of Districts, shall be amended to add Section 12-4(c) as follows:
B-2(a), General Business Alternate District: This district is intended to provide opportunity for activities that are more compatible with restrictive business districts and residential uses than those allowed in B-2, General Business. These uses may serve as a regional or a local market and may require location in proximity to major transportation routes; and renumber subsequent subsection headers.

SECTION II: THIS SECTION HEREBY ADDS TO AND AMENDS ARTICLE 35, PERMITTED USES AND CONDITIONS AS FOLLOWS:

- A. Add B-2a, General Business Alternate District, to the list of districts in Section 35-2.
B. Amend cross-reference for R-4 designation to include B-2a, General Business Alternate District.

- C. Amend Section 35-3 to permit in B-2a, General Business Alternate 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; Agriculture and related farming operations, including horticulture, plant nurseries market gardening, field crops, orchards, and home gardens; Air conditioning sales and service; Ambulance/EMS service; Apparel and accessory store; Appliance store; Armory; Art gallery or museum; Art supplies; Bakery, retail; Bank, including drive-in bank; Barber shop or beauty parlor; Barber and beauty supplies and equipment sales; Book store; Business machines sales and service; Café, grill, lunch counter and restaurant but not including night club, bar, tavern and drive-in restaurant; 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; Clinic, dental, medical or psychiatric for humans; Dairy products sales; Delicatessen; Department store; Drive-in restaurant; Drug store; Dry cleaning shop, including self-service; Dry goods or fabric store; Electric supply store, retail; Employee credit union office; Exterminator service office; Fix-it shop, including small appliance repair; Floor covering sales and service; Floral shop; Furniture and home furnishing store, including office furniture and equipment; Furniture repair, including upholstering and refinishing; Gift shop; Gymnasium, commercial; 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; Laundry, linen supply or diaper service; Leather goods or luggage goods store; Liquor, wine or beer sales not to be consumed on premises and meeting local and state requirements; Library; Loan office; Locksmith; Marine stores and supplies; 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; Printing, blueprinting, bookbinding, photostating, lithographing and publishing establishment; 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; Surgical or dental supplies, retail; Tailor shop; Taxi dispatching station; Theater, indoor; Toy store; Variety store.

- D. Amend Section 35-3 to permit in B-2a, General Business Alternate District, the following uses as permissible upon approval of the Planning Commission:

Art sculptures, statues, monuments; Bicycle, lawnmower sales, service and repair; Business school or college; 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; Convenience store; 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; Farm and garden equipment and supply store; Farmer's markets; Fruit and produce, retail; Gas regulator station; Grocery store, retail; Hardware store, retail, wholesale, storage and sales; Hospital, clinic, convalescent or nursing home, extended care facility or sanitarium for humans; Hotel; Motel; Landscape garden sales; need not be enclosed within a structure; Motorcycle sales, service, and repair; Natural preservation areas including bird and wildlife sanctuaries, nature and hiking trails; Pet shop; Plumbing shop; Police substation, including Highway Patrol; Post office; Public utility production and maintenance buildings with proper screening; Public utility substation with proper screening; Racquetball or tennis courts, indoor; Seafood store, retail; Sign shop; Tattoo facility shall be in compliance with Ordinance 2013-36; 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; Warehouse and storage facilities, minor; mini-type do-it-yourself storage facilities; Water storage; need not be enclosed within a structure; Water or sewage pumping station;

- E. Amend Section 35-3 to permit in B-2a, General Business Alternate District, the following uses as **permissible upon approval of a Special Exception**:

Extended stay hotel facility; Institution for children or the aged, day care; Kindergarten, play school or day care center, public or private, provided that all activities are carried on in an enclosed building or fenced yard and that all applicable federal, state and local requirements are met.; Laboratory, scientific; Lodging and tourist homes; Oil and gas exploration and production activities; Picture framing and/or mirror silvering; Schools, public and/or private, elementary and/or secondary meeting the requirements of the education laws of the State of Alabama; Stone monument retail sales; Telephone exchange; Tourist home; Trade school or college; YMCA, YWCA and similar institutions.

- F. Amend Section 35-4 Permitted Outdoor Amusement Uses & Conditions Table, to permit in B-2a, General Business Alternate District, the following as **uses permissible upon approval of the Planning Commission**:

Baseball batting range; Boat docking only of pleasure boats as an accessory use to a permitted principal use; maximum of three (3) slips per unit; Boat service is prohibited; Golf, driving range and practice tee; Golf course, miniature; Park or playground including recreation centers; need not be enclosed within a structure; Riding stables or academy, horses; need not be enclosed within structure; Tennis courts or club, outdoor; need not be enclosed within a structure; no building for such purposes is located within 100 feet of any property line.

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 V: 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 VI: 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 VII: 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 26TH DAY OF MAY, 2015.**


Dane Haygood, Mayor

ATTEST:


Rebecca A. Hayes, City Clerk

Section 5.2 B-2, Neighborhood Business District

5.2.1 Purpose and intent. The purpose and intent of the B-2 Neighborhood Business District is to provide a limited commercial convenience facility, servicing nearby residential neighborhoods, planned and developed as an integral unit.

5.2.2 Permitted uses. The following uses are permitted as of right, or as uses accessory to permitted uses in the B-2, Neighborhood Business District, conditioned on the Commission Site Plan Approval requirements of Section 18.9:

- | | |
|--|--|
| (a) All uses permitted by right under the B-1 zoning designation | (s) Discount/variety store (not to exceed 8,000 square feet) |
| (b) Antique store | (t) Drug store (not to exceed 8,000 square feet) |
| (c) Apparel and accessory store | (u) Fixture sales |
| (d) Appliance store including repair | (v) Floor covering sales or service |
| (e) Art gallery or museum | (w) Florist |
| (f) Art supplies | (x) Fraternity or sorority house |
| (g) Bait store | (y) Fruit and produce store |
| (h) Bakery retail | (z) Gift shop |
| (i) Bed and breakfast or tourist home | (aa) Hardware store, retail |
| (j) Bicycle sales and service | (bb) Ice cream parlor |
| (k) Boarding, rooming or lodging house, dormitory | (cc) Interior decorating shop |
| (l) Book store | (dd) Laundry, self service |
| (m) Café | (ee) Lawnmower sales and service |
| (n) Camera and photo shop | (ff) Locksmith |
| (o) Candy store | (gg) Music store |
| (p) Catering shop or service | (hh) Neighborhood convenience store |
| (q) Copy shop | (ii) News stand |
| (r) Delicatessen | (jj) Paint and wallpaper store |

- | | |
|---|---------------------------|
| (kk) Picture framing and/or mirror
silvering | (pp) Sporting goods store |
| (ll) Restaurant | (qq) Tailor shop |
| (mm) Shoe repair shop | (rr) Tobacco store |
| (nn) Shoe store | (ss) Toy store |
| (oo) Sign shop | |

5.2.3 Conditional Use Commission Site Plan Approval. The following uses are permissible as Commission Site Plan Approval uses in the B-2, Neighborhood Business District, subject to the standards and procedures established in *Section 18.9: Commission Site Plan Approval*:

- | | |
|--|---|
| (a) Air conditioning sales and
service | (p) Office equipment and supplies
sales |
| (b) Amusement arcade | (q) Park or playground |
| (c) Animal clinic/kennels | (r) Pawn shop |
| (d) Arboretum | (s) Pet shop |
| (e) Ball field | (t) Plumbing shop |
| (f) Business machine sales and
service | (u) Restaurant sales and
supplies |
| (g) Car wash | (v) Riding academy |
| (h) Country club | (w) Rug and/or drapery cleaning
service |
| (i) Discount/variety store
(exceeding 8,000 square
feet) | (x) Seafood store |
| (j) Drug store (exceeding 8,000
square feet) | (y) Swimming pool (outdoor) |
| (k) Exterminator service office | (z) Tennis court (outdoor) |
| (l) Golf course | (aa) Water storage tank |
| (m) Liquor store | (bb) Wildlife sanctuary |
| (n) Mini warehouse | (cc) Wireless telecommunication
facility |
| (o) Night club, bar, tavern | (dd) Dwellings, in combination
with commercial uses,
subject to the standards |

listed under *Section*
5.2.4: Mixed uses

5.2.4 Mixed uses. Mixed residential and commercial uses may be permissible as Commission Site Plan in the B-2 Neighborhood Business District, subject to the standards and procedures established in *Section 18.9: Commission Site Plan Approval*, and subject to the following criteria:

- (a) The commercial uses in the development may be limited in hours of operation, size of delivery trucks and type of equipment.
- (b) The residential uses shall be designed so that they are compatible with the commercial uses.
- (c) Residential and commercial uses shall not occupy the same floor of a building.
- (d) Residential and commercial uses shall not share the same entrances.
- (e) The number of residential dwelling units shall be controlled by the dimensional standards of the B-2 district. A dwelling unit density of .5 (½) dwelling units per 1,000 square feet of the gross floor area devoted to commercial uses, may be allowed (structures with less than 2,000 square feet devoted to commercial uses shall be allowed one dwelling unit). In no case, however, shall the overall dwelling unit density for a mixed use project exceed 4 dwelling units per acre.
- (f) Building height shall not exceed three stories.
- (g) A minimum of 30 percent of the mixed-use development shall be maintained as open space. The following may be used to satisfy the open space requirements: areas used to satisfy water management requirements, landscaped areas, recreation areas, or setback areas not covered with impervious surface or used for parking (parking lot islands may not be used unless existing native vegetation is maintained).
- (h) The mixed commercial/residential structure shall be designed to enhance compatibility of the commercial and residential uses through such measures as, but not limited to, minimizing noise associated with commercial uses; directing commercial lighting away from residential units; and separating pedestrian and vehicular access ways and parking areas from residential units, to the greatest extent possible.

Article 5 Commercial Districts

Section 5.1 B-1, Professional Business District

5.1.1 *Purpose and intent.* The B-1, Professional Business and Office District, is intended to allow a concentration of office type buildings and land uses that are most compatible with, and located near, residential areas. Most B-1 commercial, professional and business office districts will be placed in close proximity to residential areas, and therefore serve as a transitional zoning district between residential areas and higher intensity commercial zoning districts. The types of office uses permitted are those that do not have high traffic volumes throughout the day, which extend into the evening hours. They will have morning and evening short-term peak conditions. The market support for these office uses should be those with a localized basis of market support as opposed to office functions requiring inter-jurisdictional and regional market support. Because office functions have significant employment characteristics, which are compounded when aggregations occur, certain personal service uses shall be permitted, to provide a convenience to office-based employment. Such convenience commercial uses shall be made an integral part of an office building as opposed to the singular use of a building.

5.1.2 *Permitted uses.* The following uses are permitted as of right, or as uses accessory to permitted uses in the B-1, Professional Business and Office District, conditioned on the Commission Site Plan Approval requirements of Section 18.9:

- | | |
|---|--|
| (a) Accessory structures and use | (b) Bank |
| (c) Barber shop or beauty parlor | (d) Childcare center |
| (e) Childcare institution | (f) Church or similar religious facility |
| (g) Clinic or dentist office (medical, dental, psychiatric) | (h) Club or lodge |
| (i) Extraction or removal of natural resources on or under land | (j) Fire station |
| (k) Laboratory (scientific, medical, or dental) | (l) Library |
| (m) Office | (n) Optician |
| (o) Police station | (p) Post office |
| (q) School (public or private) | (r) Silviculture |
| (s) Studio for dance, music, photography, painting | (t) Water well (public or private) |

5.1.3 *Conditional Use Commission Site Plan Approval.* The following uses are permissible as Commission Site Plan Approval uses in the B-1 Commercial Professional and Business Office District, subject to the standards and procedures established in *Section 18.9: Commission Site Plan Approval*:

- | | |
|------------------------|--|
| (a) Arboretum | (b) Swimming pool (outdoor) |
| (c) Ball field | (d) Tennis court (outdoor) |
| (e) Golf course | (f) Wildlife sanctuary |
| (g) Park or playground | (h) Dwellings, in combination with commercial uses, subject to the standards listed under <i>Section 5.1.4: Mixed uses</i> |
| (i) Riding academy | |

5.1.4 *Mixed uses.* Mixed residential and commercial uses may be permissible as Commission Site Plan Approval uses in the (B-1) commercial professional and Business office district, subject to the standards and procedures established in *Section 18.9: Commission Site Plan Approval*, and subject to the following criteria:

- (a) The commercial uses in the development may be limited in hours of operation, size of delivery trucks, and type of equipment
- (b) The residential uses shall be designed so that they are compatible with the commercial uses
- (c) Residential and commercial uses shall not occupy the same floor of a building
- (d) Residential and commercial uses shall not share the same entrances
- (e) The number of residential dwelling units shall be controlled by the dimensional standards of the B-1 district. A dwelling unit density of .5 (½) dwelling units per 1,000 square feet of the gross floor area devoted to commercial uses, may be allowed (structures with less than 2,000 square feet devoted to commercial uses shall be allowed one dwelling unit). In no case, however, shall the overall dwelling unit density for a mixed-use project exceed 4 dwelling units per acre
- (f) Building height shall not exceed three stories
- (g) A minimum of 30 percent of the mixed-use development shall be maintained as open space. The following may be used to satisfy the open space requirements: areas used to satisfy water management requirements, landscaped areas, recreation areas, or setback areas

not covered with impervious surface or used for parking (parking lot islands may not be used unless existing native vegetation is maintained)

- (h) The mixed commercial/residential structure shall be designed to enhance compatibility of the commercial and residential uses through such measures as, but not limited to, minimizing noise associated with commercial uses; directing commercial lighting away from residential units; and separating pedestrian and vehicular access ways and parking areas from residential units to the greatest extent possible, and
- (i) Off-street parking spaces for the mixed residential and commercial uses shall be the sum total of the residential and commercial uses computed separately (See *Article 15: Parking and Loading Requirements*).

5.1.5 *Area and dimensional ordinances.*

Maximum Height of Structure	35-Feet
Maximum Height of Structure in Habitable Stories	2½
Minimum Front Yard	30-Feet
Minimum Rear Yard	25-Feet
Minimum Side Yards	15-Feet
Minimum Lot Area	20,000 Square Feet
Maximum Impervious Surface Ratio	.60
Minimum Lot Width at Building Line	80-Feet
Minimum Lot Width at Street Line	60-Feet

5.1.6 *Lighting standards.* The maximum height of exterior lights shall be 25-feet. The intensity, location, and design of lighting shall be such that not more than one foot candle of light is cast upon adjacent property or public rights-of-way. Light fixtures shall be designed to cast light downward. Where necessary, cut-off devices shall be used to minimize glare off premises. No light shall be aimed directly toward a property designated residential, which is located within 200-feet of the source of the light.

5.1.7 *Distance between structures.* If there is a separation between any two principal structures on the same parcel, said separation shall be a minimum of 15-feet or a distance equal to one-half the sum of their heights, whichever is the greater.

5.1.8 *Landscaping and buffering.* All B-1, Professional Business and Office District, uses shall meet the requirements of *Article 17: Landscaping and Buffers*.

APPLICATION & SUPPLEMENTAL INFORMATION



APPLICATION FOR REZONING OR PRE-ZONING

Office use only: Rev. 072816

Application Number:

ZA- or PZA- 23-04

Date Submitted

Planning Commission Public May 22, 2023

Hearing Date:

June 22, 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):
26070 Pollard Rd, Daphne

PPIN#(s):

4424

Gross Site Area (acreage): 4.253

Requested Zoning or Pre-Zoning: B-2(a)

Current Zoning Designation(s):
Baldwin County B-2
Neighborhood Business District

Amended Request:

Initials: Date:

Current Land Use:
Residential

Anticipated Land Use:
Commercial

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: O'Gwynn Properties, LLC

Mailing Address: 21124 Ayrshire Ln, Fairhope, AL 36532

Phone/Fax: 251-209-5984

E-mail: annchambliss85@gmail.com

Name of Authorized Agent: Hunter Smith/Smith Clark & Associates, LLC

Mailing Address: 30941 Mill Ln, Ste G, Box 258
Spanish Fort, AL 36527

Phone/Fax: 251-626-0404

E-mail: hunter@smithclarkllc.com

Name of Developer*:

Phone/Fax:

E-mail:

Other:

Ann Chambliss

Phone/Fax: 251-209-5984

E-mail: annchambliss85@gmail.com

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: <i>Ann M. Chambliss</i>	Date: <i>5/22/23</i>
Agent's Signature: <i>Hunter Smith</i>	Date: <i>5/22/23</i>

O'Gwynn Properties, LLC

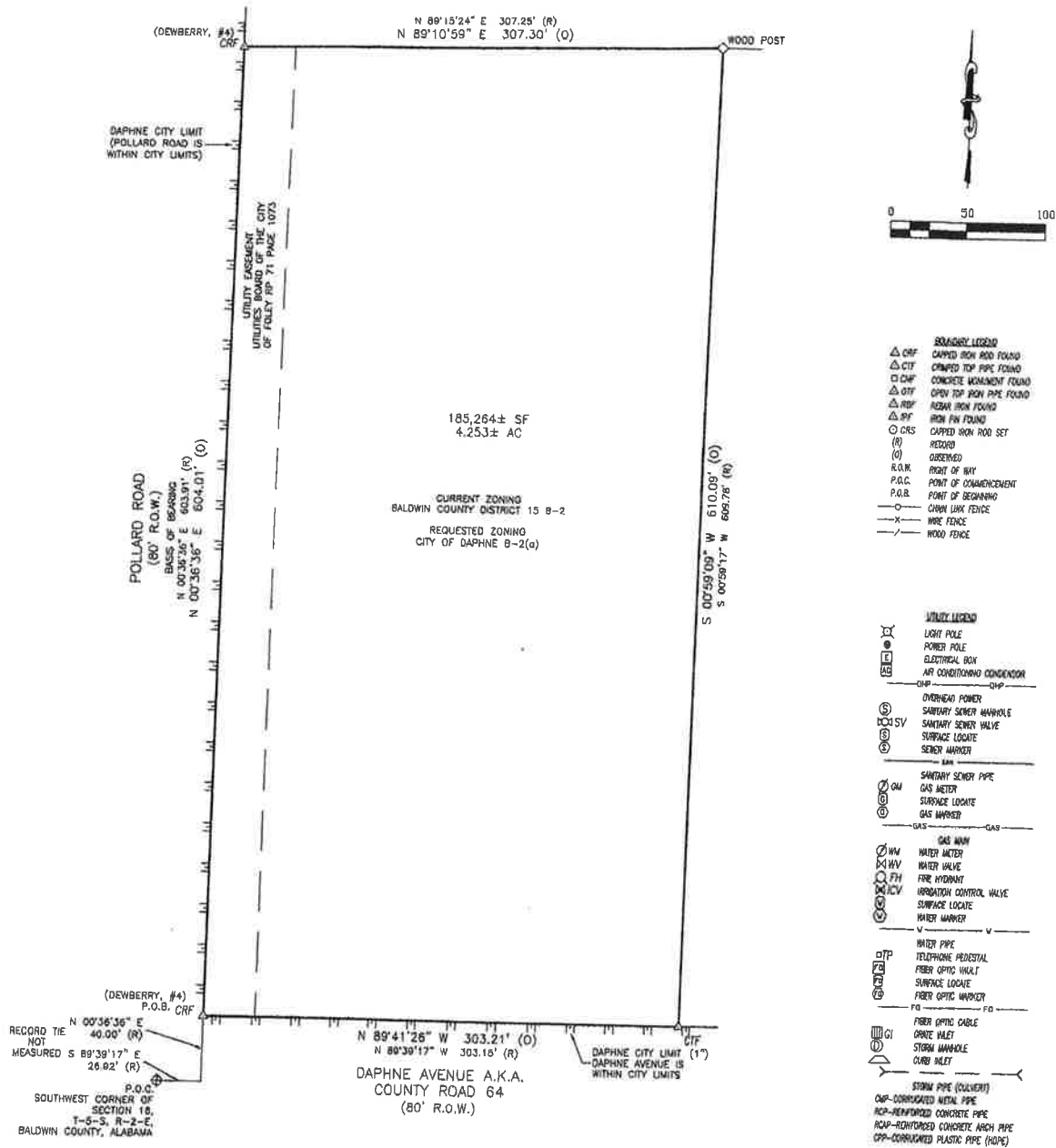
Exhibit A

State of Alabama
County of Baldwin

Description of property to be pre-zoned to B-2(a), General Business Alternate District

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 89°39'17" EAST, ALONG THE SOUTH LINE OF SAID SECTION 16, A DISTANCE 26.92 FEET; THENCE RUN NORTH 00°36'36" EAST, A DISTANCE OF 40.00 FEET TO A CAPPED REBAR (CA-1109-LS) AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF COUNTY ROAD 64 (A.K.A. DAPHNE AVENUE) AND THE EAST RIGHT-OF-WAY OF POLLARD ROAD FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°36'36" EAST, ALONG THE EAST RIGHT-OF-WAY OF POLLARD ROAD, A DISTANCE OF 603.91 FEET TO A CAPPED REBAR (CA-1109-LS); THENCE RUN NORTH 89°15'24" EAST, A DISTANCE OF 307.25 FEET TO A FENCE WOOD POST; THENCE RUN SOUTH 00°59'17" WEST, A DISTANCE OF 609.78 FEET TO A 1 INCH CRIMP TOP IRON AT THE NORTH RIGHT-OF-WAY OF COUNTY ROAD 64 (A.K.A. DAPHNE AVENUE); THENCE RUN NORTH 89°39'17" WEST, A DISTANCE OF 303.15 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 4.25 ACRES, MORE OR LESS, AND LIES IN SECTION 16, TOWNSHIP 5 SOUTH, RANGE 2 WEST, BALDWIN COUNTY, ALABAMA.

Exhibit B



BALDWIN COUNTY
ALABAMA

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 89°39'17" EAST, ALONG THE SOUTH LINE OF SAID SECTION 16, A DISTANCE 26.02 FEET; THENCE RUN NORTH 00°36'36" EAST, A DISTANCE OF 40.00 FEET TO A CAPPED REBAR (CA-1109-LS) AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF COUNTY ROAD 64 (A.K.A. DAPHNE AVENUE) AND THE EAST RIGHT-OF-WAY OF POLLARD ROAD FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°38'38" EAST, ALONG THE EAST RIGHT-OF-WAY OF POLLARD ROAD, A DISTANCE OF 603.91 FEET TO A CAPPED REBAR (CA-1109-LS); THENCE RUN NORTH 89°15'24" EAST, A DISTANCE OF 307.25 FEET TO A FENCE WOOD POST; THENCE RUN SOUTH 00°59'17" WEST, A DISTANCE OF 609.78 FEET TO A 1 INCH CRIMP TOP IRON AT THE NORTH RIGHT-OF-WAY OF COUNTY ROAD 64 (A.K.A. DAPHNE AVENUE); THENCE RUN NORTH 89°39'17" WEST, A DISTANCE OF 303.15 FEET TO THE POINT OF BEGINNING.

TRACT CONTAINS 4.25 ACRES, MORE OR LESS, AND LIES IN SECTION 16, TOWNSHIP 5 SOUTH, RANGE 2 WEST, BALDWIN COUNTY, ALABAMA.

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

NOTES:

1. TYPE OF SURVEY: BOUNDARY
2. RECORD DIMENSIONS BASED ON THAT WARRANTY DEED RECORDED AS INSTRUMENT NO. 1877428 IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA.
3. THIS DRAWING AND DESCRIPTION DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH OTHER THAN WHAT IS VISIBLE OR PROVIDED BY THE CLIENT'S CONVEYANCE, SETBACK LINES ESTABLISHED BY STATUTE, ORDINANCE OR RESTRICTIVE COVENANTS ARE NOT SHOWN.
4. THIS DRAWING IS THE PROPERTY OF SMITH & CLARK, INC. AND IS LOANED TO THE CLIENT FOR THE USE OF THE CLIENT NAMED HEREON AND IS NONTRANSFERABLE TO ANY OTHER PARTY, IT MAY NOT BE USED WITHOUT PRIOR CONSENT FROM SMITH, CLARK & ASSOCIATES.
5. THIS DRAWING IS TO SCALE WHEN PRINTED ON 11X17 PAPER IN PORTRAIT VIEW WITH NO SCALING.

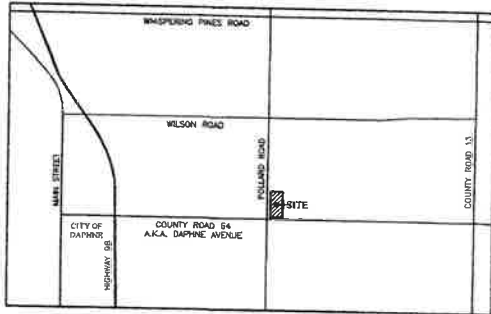
DATE	BY	CHKD	DATE
TB	TS	OK	
3/27/23		1"=50'	
23-109		181/19	

O'GWYNN PROPERTIES, LLC

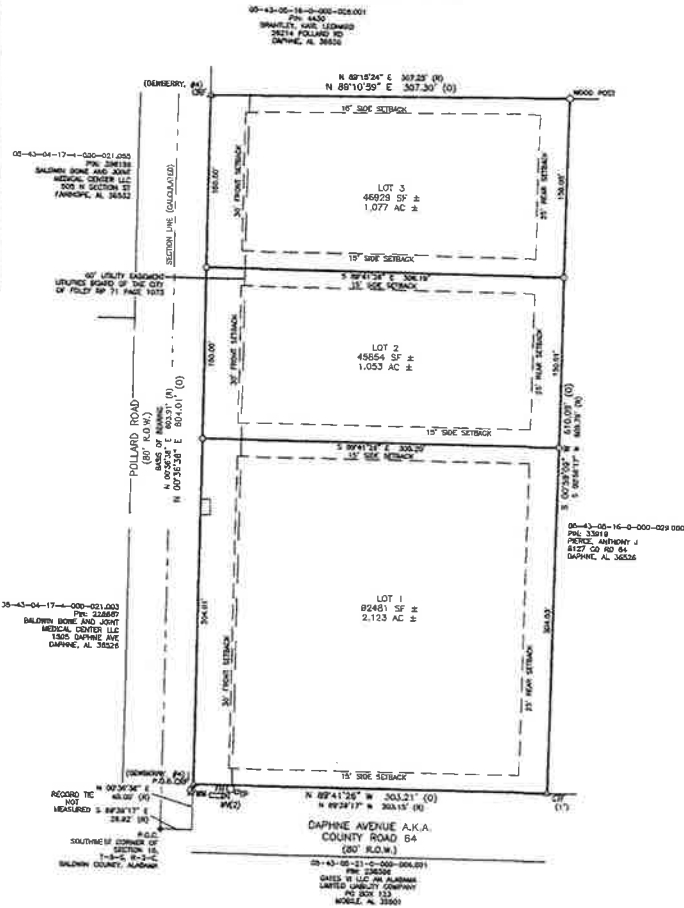
BOUNDARY SURVEY
26070 POLLARD ROAD
DAPHNE, ALABAMA



Exhibit C



VICINITY MAP
NOT TO SCALE



64 Pollard Subdivision

Preliminary Plat

ACCOMPLISHMENT OF WORK:

THIS IS TO CERTIFY THAT _____, BE UNDERSTANDS,
AS AN AUTHORIZED REPRESENTATIVE OF STAFFORD PROPERTIES, LLC, THE OWNER OF THE LAND SHOWN
AND DESCRIBED IN THE PLAT, AND THAT I HAVE CROSSED THE SAME IN AS SHOWNED HEREON.

DATED THIS _____ DAY OF _____, 20____.

WORLDWIDE REPLYMAIL**MANAGEMENT OF RISK**

ACKNOWLEDGMENTS OF POLICY MAKING

ELAST

2. THE WOODCOCKS, A NEARLY PUBLIC IN AND FOR SAIL COUNTY IN SAIL STATE, WORTH (CERTIFY THAT)

OF _____, I DO HEREBY TO THE
FOLLOWING CONCERNING, AND THAT IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY, THAT
BEING INFORMED OF THE CONTENTS OF THE CONCERNANCE, I, IN SUCH CAPACITY AND WITH FULL
AUTHORITY, ENCLOSED THE SAME ACCORDINGLY FOR AND AS THE ACT OF SAID COURT.

CHIEF CLERK BY HAND THIS THE _____ DAY OF _____, 20____.

KEYWORDS: child abuse; child sexual abuse; child sexual exploitation; child sexual abuse; child sexual exploitation; child sexual abuse; child sexual exploitation

DATE WHEN IT WAS FORWARDED
DATE OF REVIEW
BY (NAME)
TITLE AND ORGANIZATION

SIGNED AND DELIVERED BY _____

1. *Journal of the American Medical Association*, 1997; 277: 1039-1043.

CITY OF BIRMINGHAM
CLERK OF COURTS

THE UNDERSIGNED, AS DIRECTOR OF THE EMPLOYMENT DEVELOPMENT, APPROVES THE WITHIN PLAN FOR ATTENDING IN THE PROBATION OFFICE OF BIRMINGHAM COUNTY, ALABAMA

REPRODUCTION OF SPERMAL OF MOLLUSCS: (MOLLUSCA, STOM. & GIG)

SEARCHED THIS INDEX _____ DATE OF _____

1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 26

© 2000 Blackwell Science Ltd, *Journal of Internal Medicine* 247: 355–362

THE UNDERPAID, AS OTHERS ENJOY

MAILED THIS ____ DAY OF _____, 20__

DATE INDEXED _____

OWNER INFORMATION

05-43-05-16-D-000-02A.000
FBI: 4424
DYNAMIX PROPERTIES LLC

DATE, 11 35378

TOTAL ADRENAL - 4.253±
TOTAL NUMBER OF LOTS - J

BALDWIN COUNTY - G-2
NEIGHBORHOOD BUSINESS DISTRICT

FRONT - 30'
REAR - 25'
SIDE - 15'

TS	DI
----	----

3/27/23

23-1199

64 POLLARD SUBDIVISION
A 3-LOT MINOR SUBDIVISION
26070 POLLARD ROAD
DAPHNE, ALABAMA

Adjacent Property Owners List for O'Gwynn Properties, LLC - PIN004424

PIN004424
O'GWYNN PROPERTIES LLC
21124 AYRSHIRE LN
FAIRHOPE, AL 36532

PIN228667 & 396159
BALDWIN BONE & JOINT MED CTR LLC
1505 DAPHNE AVE
DAPHNE, AL 36526

PIN381158
OLDE TOWNE DAPHNE DEV. INC
809-A DAPHNE AVE
DAPHNE, AL 36526

PIN004430
KARL BRANTLEY
26214 POLLARD RD
DAPHNE, AL 36526

PIN033919
ANTHONY PIERCE
8127 CO RD 64
DAPHNE, AL 36526

PIN238398
GATES VI LLC
P O BOX 123
MOBILE, AL 36601

PIN21113
JOHN & DEBORAH KIM
25478-B FRIENDSHIP RD
DAPHNE, AL 36526

Smith Clark & Associates, LLC
30941 Mill Ln, Ste G, Box 258
Spanish Fort, AL 36527

COMMUNITY DEVELOPMENT



June 9, 2023

Dear Sir/Ma'am,

NOTICE OF PUBLIC HEARING

A petition for PRE-ZONING will be considered by the Daphne Planning Commission for O'Gwynn Properties, LLC containing 4.25 acres +/- located northeast of the intersection of Pollard Road and County Road 64, zoned B-2, Neighborhood Business, Baldwin County District 15, in the Extraterritorial Planning Jurisdiction, to be pre-zoned as B-2(a), General Business Alternate. 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, June 14, 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 chairman.

The public hearing will be held during the Daphne Planning Commission regular meeting on Thursday, June 22, 2023 at 5:00 p.m. in the Council Chambers of City Hall. You may submit your comments and/or concerns in writing, in person, or by representation.

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

O'Gwynn Properties LLC Pre-Zoning Amendment

O'Gwynn Properties, LLC

Exhibit A

State of Alabama
County of Baldwin

Description of property to be pre-zoned to B-2(a), General Business Alternate District

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 89°39'17" EAST, ALONG THE SOUTH LINE OF SAID SECTION 16, A DISTANCE 26.92 FEET; THENCE RUN NORTH 00°36'36" EAST, A DISTANCE OF 40.00 FEET TO A CAPPED REBAR (CA-1109-LS) AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF COUNTY ROAD 64 (A.K.A. DAPHNE AVENUE) AND THE EAST RIGHT-OF-WAY OF POLLARD ROAD FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°36'36" EAST, ALONG THE EAST RIGHT-OF-WAY OF POLLARD ROAD, A DISTANCE OF 603.91 FEET TO A CAPPED REBAR (CA-1109-LS); THENCE RUN NORTH 89°15'24" EAST, A DISTANCE OF 307.25 FEET TO A FENCE WOOD POST; THENCE RUN SOUTH 00°59'17" WEST, A DISTANCE OF 609.78 FEET TO A 1 INCH CRIMP TOP IRON AT THE NORTH RIGHT-OF-WAY OF COUNTY ROAD 64 (A.K.A. DAPHNE AVENUE); THENCE RUN NORTH 89°39'17" WEST, A DISTANCE OF 303.15 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 4.25 ACRES, MORE OR LESS, AND LIES IN SECTION 16, TOWNSHIP 5 SOUTH, RANGE 2 WEST, BALDWIN COUNTY, ALABAMA.

**COMMUNITY DEVELOPMENT
INTERNAL MEMORANDUM**



DATE: June 23, 2023
TO: Office of the City Clerk
FROM: Adrienne Jones, AICP, Director of Community Development
SUBJECT: O'Gwynn Properties, L.L.C. Annexation Petition

A handwritten signature in blue ink, appearing to be "AJ" or similar, located to the right of the "FROM:" line.

PRESENT ZONING: B-2, Neighborhood Business, Baldwin County District 15, in the Extraterritorial Planning Jurisdiction of Daphne

LOCATION: Northeast of the intersection of Pollard Road and County Road 64

RECOMMENDATION: At the June 22, 2023 regular 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

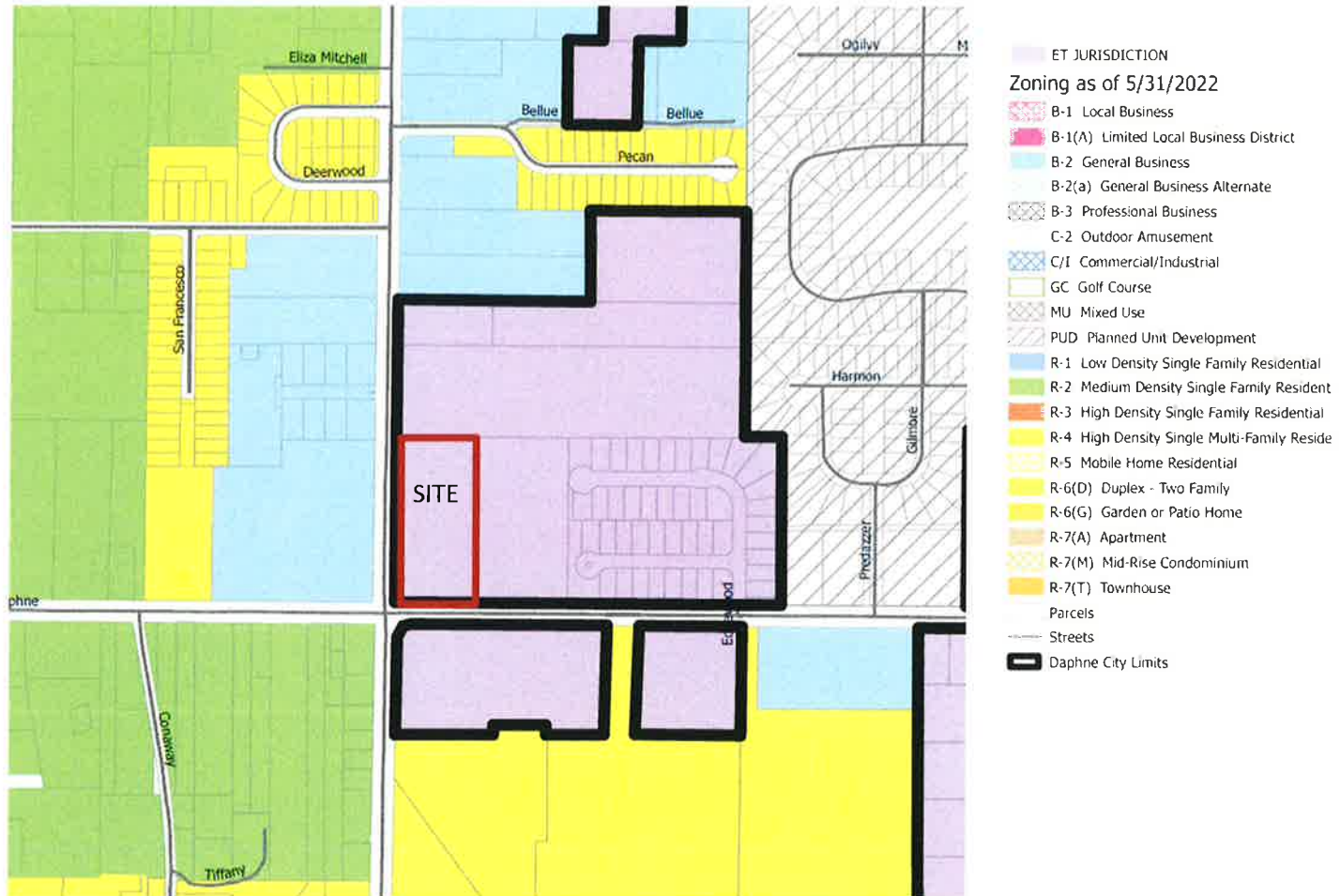
1. Community Development Report and Supplemental Documents
2. Petition for Annexation
3. Legal Description (Exhibit A)
4. Boundary Survey (Exhibit B)

ANNEXATION PETITION O'GWYNN PROPERTIES, LLC



ANNEXATION REQUEST O'GWYNN PROPERTIES, LLC

Located at the Northeast Intersection of County Road 64 and Pollard Road



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 to the west and southwest. The road rights-of-way are also inside the city limits.

RECOMMENDATION

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

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

(_____)

The undersigned corporation, O'Gwynn Properties, LLC, files this petition with the Clerk of the City of Daphne requesting the property hereafter described, commonly referred to as, 26070 Pollard Rd, to be annexed into the City of Daphne, a municipal corporation incorporated under the laws of the State of Alabama, and submits the following in support of the petition:

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

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

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

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

Requested zoning, if other than R-1: B-2(a), General Business Alternate District

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 22nd day of May, 2023

Respectfully submitted,

O'Gwyn Properties LLC
Name of Corporation

By: Ann M. Chambliss

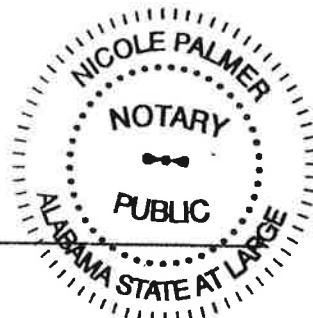
Its: member

STATE OF ALABAMA
COUNTY OF ~~BALDWIN~~ Mobile

I, Nicole Palmer, the undersigned Notary Public in and for said county and state, hereby certify that Ann Chambliss whose name as owner of O'Gwyn Properties, an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he/she as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 25th day of May, 2023.

Nicole Palmer
NOTARY PUBLIC



My commission expires: My Commission Expires 6-8-2025

Corporation's Address

21124 Ayrshire Ln
Fairhope AL 36532

ADDITIONAL INFORMATION

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

Initials: AMC

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: AMC

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

Initials: AMC

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: AMC

SELECT ONE OF THE FOLLOWING OPTIONS

- ☒ Option# 1: We do hereby request pre-zoning of the subject property to the following zoning classification(s): B-2(a), General Business Alternate District, and certify that a petition for rezoning, associated fees and documents have been submitted prior to or concurrently with this petition.

Initials: AMC

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 22nd day of May, 2023.

Legal Description Attached (Exhibit A)? Yes Map or Survey Attached (Exhibit B)? Yes
Recorded Subdivision Plat OR Preliminary/Final Subdivision plat approved by Planning Commission Attached (Exhibit C)? no Acreage 4.253
Subdivision Name N/A Lot Number(s) N/A

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

Signature Ann M. Chambliss Signature: _____

Printed Name: Ann M. Chambliss Printed Name: _____

Mailing Address: 2124 Ayrshire Lane Mailing Address: _____

Fairhope, AL 36532

3

O'Gwynn Properties, LLC

Exhibit A

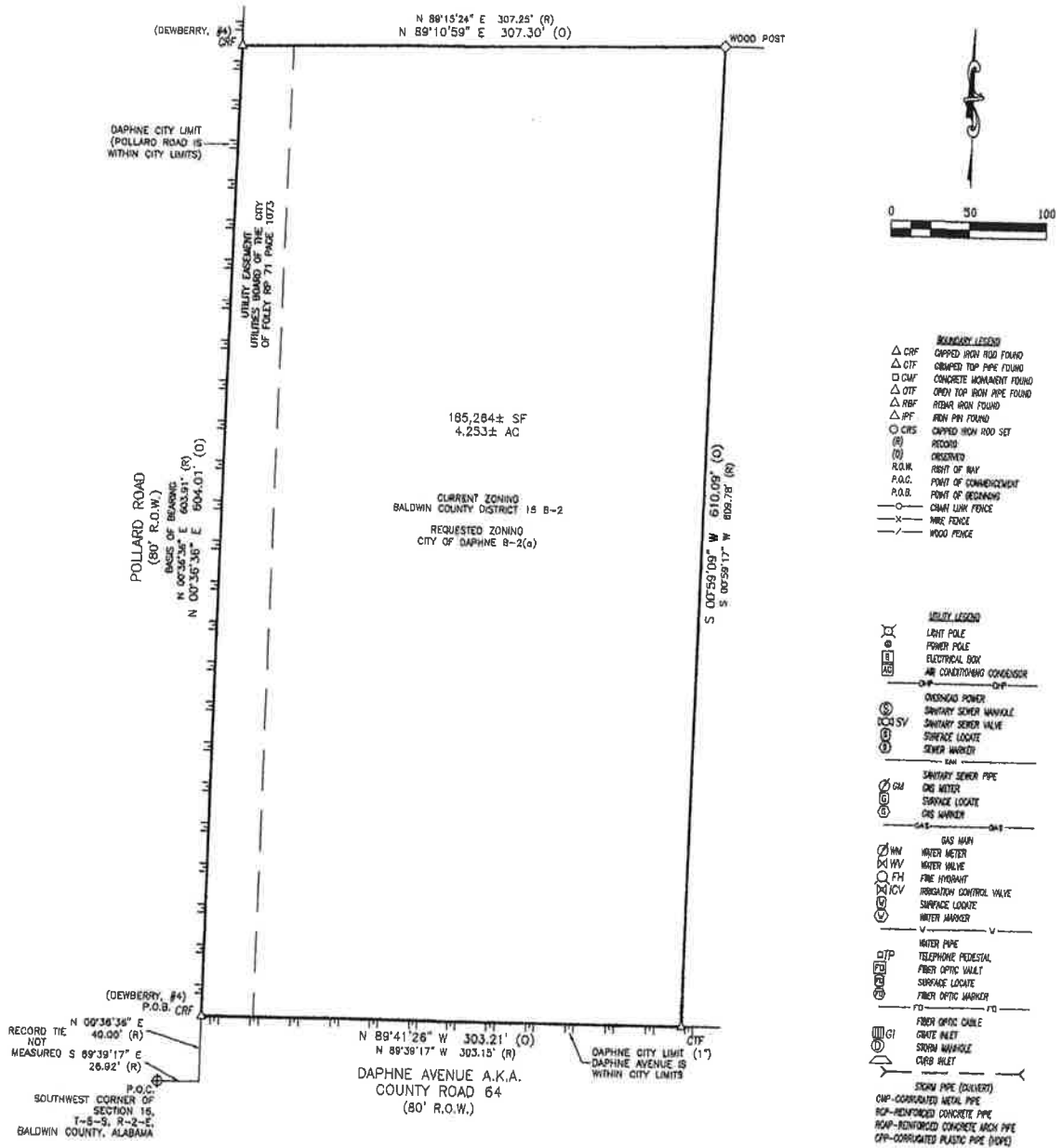
State of Alabama

County of Baldwin

Description of property to be Annexed into the Corporate Limits of the City of Daphne

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 89°39'17" EAST, ALONG THE SOUTH LINE OF SAID SECTION 16, A DISTANCE 26.92 FEET; THENCE RUN NORTH 00°36'36" EAST, A DISTANCE OF 40.00 FEET TO A CAPPED REBAR (CA-1109-LS) AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF COUNTY ROAD 64 (A.K.A. DAPHNE AVENUE) AND THE EAST RIGHT-OF-WAY OF POLLARD ROAD FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°36'36" EAST, ALONG THE EAST RIGHT-OF-WAY OF POLLARD ROAD, A DISTANCE OF 603.91 FEET TO A CAPPED REBAR (CA-1109-LS); THENCE RUN NORTH 89°15'24" EAST, A DISTANCE OF 307.25 FEET TO A FENCE WOOD POST; THENCE RUN SOUTH 00°59'17" WEST, A DISTANCE OF 609.78 FEET TO A 1 INCH CRIMP TOP IRON AT THE NORTH RIGHT-OF-WAY OF COUNTY ROAD 64 (A.K.A. DAPHNE AVENUE); THENCE RUN NORTH 89°39'17" WEST, A DISTANCE OF 303.15 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 4.25 ACRES, MORE OR LESS, AND LIES IN SECTION 16, TOWNSHIP 5 SOUTH, RANGE 2 WEST, BALDWIN COUNTY, ALABAMA.

Exhibit B

BALDWIN COUNTY
ALABAMA

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 89°31'17" EAST, ALONG THE EAST LINE OF SAID SECTION 16, A DISTANCE 28.92 FEET; THENCE RUN NORTH 0°36'38" EAST, A DISTANCE OF 40.00 FEET TO A CAPPED REBAR (CA-1109-15) AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF COUNTY ROAD 64 (A.K.A. DAPHNE AVENUE); THENCE EAST RIGHT-OF-WAY OF POLLARD ROAD FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 0°36'38" EAST, ALONG THE EAST RIGHT-OF-WAY OF POLLARD ROAD, A DISTANCE OF 603.91 FEET TO A CAPPED REBAR (CA-1108-15); THENCE RUN NORTH 89°13'24" EAST, A DISTANCE OF 307.25 FEET TO A PEGG HODD POST; THENCE RUN SOUTH 0°59'51" WEST, A DISTANCE OF 609.78 FEET TO A 1 INCH CRIMP TOP IRON AT THE NORTH RIGHT-OF-WAY OF COUNTY ROAD 64 (A.K.A. DAPHNE AVENUE); THENCE RUN NORTH 89°31'17" WEST, A DISTANCE OF 303.15 FEET TO THE POINT OF BEGINNING.

TRACT CONTAINS 4.25 ACRES, MORE OR LESS, AND LIES IN SECTION 16, TOWNSHIP 5 SOUTH, RANGE 2 WEST, BALDWIN COUNTY, ALABAMA.

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

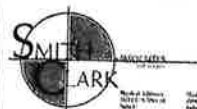
NOTES:

1. TYPE OF SURVEY: BOUNDARY
2. RECORD DIMENSIONS BASED ON THE PROPERTY DEED RECORDED AS INSTRUMENT NO. 197740 IN THE OFFICE OF THE JUDGE OF PROBATE, BALTIMORE COUNTY.
3. THIS DRAWING AND DESCRIPTION DOES NOT REFLECT ANY TITLE OR EVIDENT RESEARCH OTHER THAN WHAT IS VISIBLE OR PROVIDED BY THE CLIENT'S CONVEYANCE, SETBACK LINES ESTABLISHED BY STATUTE, ORDINANCE OR RESTRICTIVE COVENANTS ARE NOT SHOWN.
4. THIS DRAWING IS THE PROPERTY OF SMITH, CLARK & ASSOCIATES, IT IS SOLELY FOR THE USE OF THE CLIENT NAMED HEREIN AND IS NONTRANSFERABLE TO ANY OTHER PARTY, IT MAY NOT BE USED WITHOUT THE WRITTEN CONSENT FROM SMITH, CLARK & ASSOCIATES.
5. THIS DRAWING IS TO SCALE WHEN PRINTED ON 11x8 1/2" PAPER AT PRINTING WITH NO SCALING.

PROJECT SHEET	ISSUED	SHEET NO.	DATE
TB	TS	DK	
DATE		SCALE	TITLE
3/27/23		1"=50'	
DRAWING NUMBER		REV/PG	
23-109		181/19	

O'GWYNN PROPERTIES, LLC

BOUNDARY SURVEY
26070 POLLARD ROAD
DAPHNE, ALABAMA



**August 7, 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 6:00pm.

2. ROLL CALL:

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

COUNCIL MEMBERS ABSENT: Tommie Conaway

Also Present: Patrick Dungan, City Attorney; Candace Antinarella, City Clerk; Mayor LeJeune; Chief Brian Gulsby, Police; Troy Strunk, City Development; Chief Tacon, Fire; Tonja Young, Library; Adrienne Jones, Planning; Charlie McDavid, Recreation; Ronnie Huskey, Public Works; Ange Baggett, Marketing; Josh Newman, City Engineer; Emma Parvin, Junior Councilmember; Troy Capstraw, Junior Councilmember; Trinity Lofton, Junior Councilmember; Kent Ward, Junior Councilmember; Daniel Hill, Junior Councilmember; and Gracie Robinson, Junior Councilmember.

INVOCATION/PLEDGE OF ALLEGIANCE

Invocation was given by Pastor Jimmy Bowers, Church of the Highlands.

PRESENTATION: Gabriel Hunter gave an update on his Eagle Scout Project.

RECOGNITION: Mayor LeJeune presented certificates of appreciation to former Industrial Development Board Members Steve Carey and Denis Kearney.

3. APPROVAL OF MINUTES:

The minutes from the July 17, 2023 regular meeting were approved.

4. REPORT OF STANDING COMMITTEES:

A. FINANCE COMMITTEE

Councilman Goodlin said the minutes from the July 17th meeting were in the packet and gave the Treasurer's Report for June 2023: Unrestricted Fund Balance-\$27,022,062; Total Cash Balance-\$41,754,291; Sales tax for May 2023 - \$2,313,466.68; Lodging Tax for May 2023-\$167,106; Excess Reserve Balance - \$18,148,768; Debt Summary for June 2023: Warrants-\$24,650,442; Capital Leases: General Fund-\$761,231; Enterprise Fund - \$893,427.

B. BUILDINGS & PROPERTY COMMITTEE

Councilman Coleman said the next meeting is August 14th at 5:15pm.

C. PUBLIC SAFETY COMMITTEE

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

D. CODE ENFORCEMENT/ORDINANCE COMMITTEE

Councilman Olen said the next meeting is September 5th at 4:30pm.

E. PUBLIC WORKS COMMITTEE

Councilwoman Conaway was absent. Council President Phillips said the meeting was scheduled for that afternoon, but the Ordinance Committee meeting went longer than normal.

August 7, 2023
CITY COUNCIL MEETING
REGULAR BUSINESS MEETING
1705 MAIN STREET
DAPHNE, AL
6:00 P.M.

5. **REPORTS OF SPECIAL BOARDS & COMMISSIONS:**

A. **Board of Zoning Adjustments**

Mrs. Jones said there was no meeting and no report.

B. **Daphne Public School Commission**

Councilwoman Conaway was absent. Councilman Olen said the next meeting is August 28th at 5:30pm.

C. **Downtown Redevelopment Authority**

Councilwoman Conaway was absent.

D. **Industrial Development Board**

Councilman Scott said the next meeting August 22nd at 4:30pm.

E. **Library Board**

Councilman Goodlin said the next meeting is August 10th at 4:30pm.

F. **Planning Commission**

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

G. **Recreation Board**

Councilman Hughes said the next meeting is August 16th at 6pm.

H. **Utility Board**

Councilwoman Phillips said the minutes from the June 29th meeting are in the packet and the next meeting is August 30th at 5:00pm.

6. **PUBLIC PARTICIPATION:**

Public Participation opened at 6:17pm.

No one came forward to speak.

Public Participation closed at 6:17pm.

7. **MAYOR'S REPORT:**

Mayor LeJeune mentioned the local school flags have gone up for the start of school. He said May Day Park should be opening on Friday.

8. **CITY ATTORNEY REPORT:**

City Attorney said there was no report.

9. **DEPARTMENT HEAD COMMENTS:**

Chief Gulsby, Police, reminded everyone that school starts on Wednesday and the Police Department is holding their second annual Back to School Bash on August 11th. He discussed asking citizens to share their feedback on a recent survey.

Chief Tacon, Fire, shared the new mini-pumper is here. He said there were three new drivers being promoted and thanked the Mayor for his lunches being held to recognize years of employees' service.

**August 7, 2023
CITY COUNCIL MEETING
REGULAR BUSINESS MEETING
1705 MAIN STREET
DAPHNE, AL
6:00 P.M.**

Ange Baggett, Marketing, shared that Catt Sirten who produced the Brown Bag by the Bay passed away unexpectedly. She shared about the upcoming Black and White Ball and other events.

Hannah Noonan, Human Resources, presented a recruitment video to the Council.

Charlie McDavid, Recreation, said fall sports' practices have begun.

Adrienne Jones, Planning, shared that they are fully staffed in Planning with the recent hire of Kathryn Bond, the new GIS Analyst.

Kelli Reid, Finance, updated the Council on the new bond rating as well as working on the new budget.

Josh Newman, City Engineering, updated the Council on recent projects.

10. CITY CLERK'S REPORT:

**MOTION by Councilman Scott to approve the Daphne High School JROTC Donut Sale Fundraiser at the intersection of Main Street and Windsor Way at 6:30am on the following dates: September 23, 2023, October 28, 2023, December 9, 2023, January 13, 2024, February 24, 2024, March 16, 2024 and April 20, 2024. Seconded by Councilman Hughes.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Olen to approve the Community Spirit Day on September 16, 2023 from 2:00 – 5:00pm at Joe Louis Patrick Park. Seconded by Councilman Hughes.
MOTION CARRIED UNANIMOUSLY.**

Junior Councilmembers Gracie Robinson and Daniel Hill gave an update on the Junior Council and their projects as well as upcoming meetings.

11. RESOLUTIONS & ORDINANCES:

A. RESOLUTIONS:

2023 – 42 – Resolution of Support for Mega Grant Application to Assist in Funding I-10 Mobile River Bridge and Bayway Project

2023 – 43 – Resolution Declaring Certain Personal Property Surplus and Authorizing the Mayor to Dispose of Such Property – 2004 Ford F-150

**MOTION by Councilman Scott to waive the reading of Resolutions 2023-42 and 2023-43. Seconded by Councilman Coleman.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Scott to adopt Resolution 2023-42. Seconded by Councilman Coleman.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Scott to adopt Resolution 2023-43. Seconded by Councilman Coleman.
MOTION CARRIED UNANIMOUSLY.**

ORDINANCES:

**August 7, 2023
CITY COUNCIL MEETING
REGULAR BUSINESS MEETING
1705 MAIN STREET
DAPHNE, AL
6:00 P.M.**

B. 2nd READ ORDINANCES:

2023 – 22 – Ordinance to Approve the Annexation of Territory within the City Limits of the City of Daphne, Alabama (Baldwin County Commission)

2023 – 23 – Ordinance Setting Forth the Authorization of Certain City Officials as Designated Signatories on Various Accounts of the City of Daphne, Alabama

2023 – 27 – Ordinance to Pre-Zone Property Located Northeast of Parker Lane and County Road 13

2023 – 28 – Ordinance to Annex Property Contiguous to the Corporate Limits of the City of Daphne – Property Located Northeast of Parker Lane and County Road 13 – Sirmon Properties, LLC

MOTION by Councilman Scott to waive the reading of Ordinance 2023-22. Seconded by Councilman Goodlin.

MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Scott to adopt Ordinance 2023-22. Seconded by Councilman Coleman.

MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Scott to waive the reading of Ordinance 2023-23. Seconded by Councilman Hughes.

MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Scott to adopt Ordinance 2023-23. Seconded by Councilman Olen.

MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Scott to waive the reading of Ordinances 2023-27 and 2023-28. Seconded by Councilman Coleman.

MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Scott to adopt Ordinance 2023-27. Seconded by Councilman Coleman.

MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Scott to adopt Ordinance 2023-28. Seconded by Councilman Coleman.

MOTION CARRIED UNANIMOUSLY.

1ST READ ORDINANCES:

12. COUNCIL COMMENTS:

Councilman Olen shared in regards to volunteers that the Daphne Beautification Committee has already had over 730 hours of volunteering.

Councilman Coleman said it was good to thank volunteers. He remembered Catt Sirten and his work in the community.

Councilman Goodlin congratulated Gabriel Hunter on his Eagle Scout project.

Councilman Scott congratulated Gabriel Hunter on his Eagle Scout project and said it was a great program.

August 7, 2023
CITY COUNCIL MEETING
REGULAR BUSINESS MEETING
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DAPHNE, AL
6:00 P.M.

Councilman Hughes thanked Augie Barnett and Human Resources for their recruitment video.

Mayor LeJeune mentioned the lunches recognizing employees and their time of service. He mentioned there are two openings on the MPO Bike and Pedestrian Committee.

Council President Phillips echoed all the previous sentiments and thanked all those attending that evening.

13. ADJOURN:

THERE BEING NO FURTHER BUSINESS TO DISCUSS, COUNCIL ADJOURNED AT 6:48PM.

Respectfully submitted by,

Certification of Presiding Officer,

Candace G. Antinarella, CMC, City Clerk

Angie Phillips, Council President

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	\$234,524.02	223	399	394	355	308	24	49	50	34	25
July	\$69,166.73	\$77,442.81	\$78,547.74	\$87,733.72	\$100,809.42	239	323	408	305	267	10	45	29	23	13
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	\$823,008.41	2476	3577	4537	3945	2271	262	396	451	481	293
Percent	NA	80.09%	-15.14%	20.00%		NA	44.47%	26.84%	-13.05%		NA	51.15%	13.89%	6.65%	

July FY2023 Notes

Building Inspections-

267 Permits issued, 13 Certificate Of Occupancies issued, and 24 New home permits issued 1 New Commercial

8 Residential Pending

PERMITS ISSUED BY (07/01/2023 TO 07/31/2023) FOR CITY OF DAPHNE

Building Permit (Commercial)

Work Class New Construction (Commercial)

BLDC-015459-2023	Type: Building Permit (Commercial)	District:	Main Address:	914 Van Ave, SHELL
Status: Issued	Workclass: New Construction (Commercial)	Project:	Parcel:	Daphne, AL 36526
Application Date: 07/06/2023	Issue Date: 07/06/2023	Expiration: 01/24/2024	Last Inspection: 07/28/2023	Finalized Date:
Zone:	Sq Ft: 0	Valuation: \$493,306.00	Fee Total: \$3,952.84	Assigned To:
Additional Info:				
Master Permit: 19-	IBC Commercial Building Code Year: 2018	Contract Value: 493306.00		

Description: SHELL BUILDING FOR CHIPOLTE/STARBUCKS

Contractor: Innovative Building Solutions LLC 26064 Capital DR Daphne, AL 36526 251-345-4000 rbass@ibsbuilt.com

Value total for Work Class New Construction (Commercial):

Fee total for Work Class New Construction (Commercial):

Value total for Permit Type Building Permit (Commercial): \$493,306.00

PERMITS ISSUED for Permit Type:

1

Building Permit (Residential)

Work Class New Construction (Residential)

BLDR-015313-2023	Type: Building Permit (Residential)	District:	Main Address:	10956 Secretariat Blvd
Status: Issued	Workclass: New Construction (Residential)	Project: Jubilee Farms Phase 7	Parcel:	Daphne, AL 36526
Application Date: 06/19/2023	Issue Date: 07/10/2023	Expiration: 01/08/2024	Last Inspection:	Finalized Date:
Zone:	Sq Ft: 0	Valuation: \$525,549.90	Fee Total: \$2,905.08	Assigned To:
Additional Info:				
Heated and Cooled Valuation: 469640	Number of Stories: 0	Heated and Cooled Square Feet: 2806	Non-Heated and Cooled Square Feet: 841	Non-Heated and Cooled Valuation: 55909.7
IRC Residential Building Code Year: 2018	Subdivision: JUBILEE FARMS	Subdivision Unit or Phase: 7	Lot Number: 394	Zoned: PUD
Watershed: Fly Creek	Flood Zone: X			

Description: LOT 394 PH 7 JUBILEE FARMS

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

PERMITS ISSUED BY (07/01/2023 TO 07/31/2023)

BLDR-015456-2023 Status: Issued Application Date: 07/06/2023 Zone: Additional Info: Heated and Cooled Valuation: 337753 IRC Residential Building Code Year: 2018 Watershed: Fish River	Type: Building Permit (Residential) Workclass: New Construction (Residential) Issue Date: 07/10/2023 Sq Ft: 0 Number of Stories: 0 Subdivision: RESERVE AT DAPHNE Flood Zone: X	District: Project: Reserve at Daphne Phase 2 Expiration: 01/08/2024 Valuation: \$390,670.74 Heated and Cooled Square Feet: 2018 Subdivison Unit or Phase: 2	Main Address: Parcel: Last Inspection: Fee Total: \$2,111.51 Non-Heated and Cooled Square Feet: 796 Lot Number: 178	11093 Elemis Dr Daphne, AL 36526 Final Date: Assigned To: Non-Heated and Cooled Valuation: 52918.1 Zoned: R-6(G)
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Description: LOT 178 PHASE 2 RESERVE AT DAPHNE

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

BLDR-015457-2023 Status: Issued Application Date: 07/06/2023 Zone: Additional Info: Heated and Cooled Valuation: 337753 IRC Residential Building Code Year: 2018 Watershed: Fish River	Type: Building Permit (Residential) Workclass: New Construction (Residential) Issue Date: 07/10/2023 Sq Ft: 0 Number of Stories: 0 Subdivision: RESERVE AT DAPHNE Flood Zone: X	District: Project: Reserve at Daphne Phase 2 Expiration: 01/08/2024 Valuation: \$382,959.06 Heated and Cooled Square Feet: 2018 Subdivison Unit or Phase: 2	Main Address: Parcel: Last Inspection: Fee Total: \$2,070.41 Non-Heated and Cooled Square Feet: 680 Lot Number: 182	11137 Elemis Dr Daphne, AL 36526 Final Date: Assigned To: Non-Heated and Cooled Valuation: 45206.4 Zoned: R-6(6)
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Description: LOT 182 PHASE 2 RESERVE AT DAPHNE

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

BLDR-015460-2023 Status: Issued Application Date: 07/06/2023 Zone: Additional Info: Heated and Cooled Valuation: 337753 IRC Residential Building Code Year: 2018 Watershed: Fish River	Type: Building Permit (Residential) Workclass: New Construction (Residential) Issue Date: 07/10/2023 Sq Ft: 0 Number of Stories: 0 Subdivision: RESERVE AT DAPHNE Flood Zone: x	District: Project: Reserve at Daphne Phase 2 Expiration: 01/08/2024 Valuation: \$382,959.06 Heated and Cooled Square Feet: 2018 Subdivison Unit or Phase: 2	Main Address: Parcel: Last Inspection: Fee Total: \$2,070.41 Non-Heated and Cooled Square Feet: 680 Lot Number: 169	11046 Elemis Dr Daphne, AL 36526 Final Date: Assigned To: Non-Heated and Cooled Valuation: 45206.4 Zoned: R-6(G)
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Description: LOT 169 PHASE 2 RESERVE AT DAPHNE

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

PERMITS ISSUED BY (07/01/2023 TO 07/31/2023)

BLDR-015461-2023 Status: Issued Application Date: 07/06/2023 Zone: Additional Info: Heated and Cooled Valuation: 337753 IRC Residential Building Code Year: 2018 Watershed: Fish River	Type: Building Permit (Residential) Workclass: New Construction (Residential) Issue Date: 07/10/2023 Sq Ft: 0 Number of Stories: 0 Subdivision: RESERVE AT DAPHNE Flood Zone: x	District: Project: Reserve at Daphne Phase 2 Expiration: 01/08/2024 Valuation: \$390,670.74 Heated and Cooled Square Feet: 2018 Subdivison Unit or Phase: 2	Main Address: Parcel: Last Inspection: 07/19/2023 Fee Total: \$2,111.51 Non-Heated and Cooled Square Feet: 796 Lot Number: 167	11066 Elemis Dr Daphne, AL 36526 Final Date: Assigned To: Non-Heated and Cooled Valuation: 52918.1 Zoned: r-6(G)
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Description: LOT 167 PHASE 2 RESERVE AT DAPHNE

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

BLDR-015503-2023 Status: Issued Application Date: 07/07/2023 Zone: Additional Info: Heated and Cooled Valuation: 337753 IRC Residential Building Code Year: 2018 Watershed: Fish River	Type: Building Permit (Residential) Workclass: New Construction (Residential) Issue Date: 07/10/2023 Sq Ft: 0 Number of Stories: 0 Subdivision: RESERVE AT DAPHNE Flood Zone: x	District: Project: Reserve at Daphne Phase 2 Expiration: 01/08/2024 Valuation: \$390,670.74 Heated and Cooled Square Feet: 2018 Subdivison Unit or Phase: 2	Main Address: Parcel: Last Inspection: Fee Total: \$2,111.51 Non-Heated and Cooled Square Feet: 796 Lot Number: 164	11110 Elemis Dr Daphne, AL 36526 Final Date: Assigned To: Non-Heated and Cooled Valuation: 52918.1 Zoned: r-6(G)
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Description: LOT 164 PHASE 2 RESERVE AT DAPHNE

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

BLDR-015504-2023 Status: Issued Application Date: 07/07/2023 Zone: Additional Info: Heated and Cooled Valuation: 337753 IRC Residential Building Code Year: 2018 Watershed: Fish River	Type: Building Permit (Residential) Workclass: New Construction (Residential) Issue Date: 07/10/2023 Sq Ft: 0 Number of Stories: 0 Subdivision: RESERVE AT DAPHNE Flood Zone: x	District: Project: Reserve at Daphne Phase 2 Expiration: 01/15/2024 Valuation: \$390,670.74 Heated and Cooled Square Feet: 2018 Subdivison Unit or Phase: 2	Main Address: Parcel: Last Inspection: 07/18/2023 Fee Total: \$2,111.51 Non-Heated and Cooled Square Feet: 796 Lot Number: 161	11150 Elemis Dr Daphne, AL 36526 Final Date: Assigned To: Non-Heated and Cooled Valuation: 52918.1 Zoned: r-6(g)
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Description: LOT 161 PHASE 2 RESERVE AT DAPHNE

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

PERMITS ISSUED BY (07/01/2023 TO 07/31/2023)

BLDR-015505-2023	Type: Building Permit (Residential)	District:	Main Address:	11334 Genuine Risk Cir
Status: Issued	Workclass: New Construction (Residential)	Project: Jubilee Farms Phase 13	Parcel:	Daphne, AL 36526
Application Date: 07/07/2023	Issue Date: 07/10/2023	Expiration: 01/08/2024	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: 775	Zoned: PUD
Watershed: Fish River	Flood Zone: X			
Description: LOT 775 PHASE 13 JUBILEE FARMS				
Contractor: D R HORTON 25366 PROFIT DR DAPHNE, AL 36526 251-316-5429 Drhortoninspections@drhorton.com				

BLDR-015506-2023	Type: Building Permit (Residential)	District:	Main Address:	11449 Genuine Risk Cir
Status: Issued	Workclass: New Construction (Residential)	Project: Jubilee Farms Phase 13	Parcel:	Daphne, AL 36526
Application Date: 07/07/2023	Issue Date: 07/10/2023	Expiration: 01/08/2024	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: 762	Zoned: PUD
Watershed: Fish River	Flood Zone: X			
Description: LOT 762 PHASE 13 JUBILEE FARMS				
Contractor: D R HORTON 25366 PROFIT DR DAPHNE, AL 36526 251-316-5429 Drhortoninspections@drhorton.com				

BLDR-015534-2023	Type: Building Permit (Residential)	District:	Main Address:	115 Timberline Ct
Status: Issued	Workclass: New Construction (Residential)	Project: Lake Forest	Parcel:	Daphne, AL 36526
Application Date: 07/12/2023	Issue Date: 07/13/2023	Expiration: 01/22/2024	Last Inspection: 07/25/2023	Finalized Date:
Zone:	Sq Ft: 0	Valuation: \$384,343.02	Fee Total: \$2,025.00	Assigned To:
Additional Info:				
Heated and Cooled Valuation: 316999	Number of Stories: 0	Heated and Cooled Square Feet: 1894	Non-Heated and Cooled Square Feet: 1013	Non-Heated and Cooled Valuation: 67344.2
IRC Residential Building Code Year: 2018	Subdivision: LAKE FOREST	Subdivison Unit or Phase: 28	Lot Number: 24	Zoned: r-3
Watershed: Tiawasee	Flood Zone: x			
Description: LOT 24 PH 28 LAKE FOREST				
Contractor: SOUTHERN SHORES HOMES, LLC 35433 STATE HWY 225 SPANISH FORT, AL 36527 southernshoreshomes@gmail.com				

PERMITS ISSUED BY (07/01/2023 TO 07/31/2023)

BLDR-015546-2023 Status: Issued Application Date: 07/13/2023 Zone: Additional Info: Heated and Cooled Valuation: 336748 IRC Residential Building Code Year: 2018 Watershed: Fish River	Type: Building Permit (Residential) Workclass: New Construction (Residential) Issue Date: 07/18/2023 Sq Ft: 0 Number of Stories: 0 Subdivision: RESERVE AT DAPHNE Flood Zone: X	District: Project: Reserve at Daphne Phase 2 Expiration: 01/15/2024 Valuation: \$382,154.28 Heated and Cooled Square Feet: 2012 Subdivison Unit or Phase: 2	Main Address: Parcel: Last Inspection: Fee Total: \$2,070.41 Non-Heated and Cooled Square Feet: 683 Lot Number: 81	26836 Montelucia Way Daphne, AL 36526 Final Date: Assigned To: Non-Heated and Cooled Valuation: 45405.8 Zoned: R-6G
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Description: LOT 81 PHASE 2 RESERVE AT DAPHNE

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

BLDR-015548-2023 Status: Issued Application Date: 07/13/2023 Zone: Additional Info: Heated and Cooled Valuation: 688560 IRC Residential Building Code Year: 2018	Type: Building Permit (Residential) Workclass: New Construction (Residential) Issue Date: 07/14/2023 Sq Ft: 0 Number of Stories: 0 Subdivision: CASALU	District: Project: Expiration: 01/10/2024 Valuation: \$792,933.78 Heated and Cooled Square Feet: 4114 Zoned: R-2	Main Address: Parcel: Last Inspection: 07/19/2023 Fee Total: \$4,165.00 Non-Heated and Cooled Square Feet: 1570 Watershed: Yancey Branch	504 A Chruch Ave Daphne, AL 36526 Final Date: Assigned To: Non-Heated and Cooled Valuation: 104374
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Description: CASALU SUBDIVISION REPLAT OF LOTS 1,3 & 5 OF DRYER SUB

Contractor: LIMITLESS HOMES, LLC 29891 WOODROW LN DAPHNE, AL 36526 251-929-9008 nmcmullin@limitlesshomesal.com

BLDR-015573-2023 Status: Issued Application Date: 07/17/2023 Zone: Additional Info: Heated and Cooled Valuation: 337753 IRC Residential Building Code Year: 2018 Watershed: Fish River	Type: Building Permit (Residential) Workclass: New Construction (Residential) Issue Date: 07/18/2023 Sq Ft: 0 Number of Stories: 0 Subdivision: RESERVE AT DAPHNE	District: Project: Reserve at Daphne Phase 2 Expiration: 01/15/2024 Valuation: \$382,959.06 Heated and Cooled Square Feet: 2018 Subdivison Unit or Phase: 2	Main Address: Parcel: Last Inspection: Fee Total: \$2,070.41 Non-Heated and Cooled Square Feet: 680 Lot Number: 123	11678 Elemis Dr Daphne, AL Final Date: Assigned To: Non-Heated and Cooled Valuation: 45206.4 Zoned: R-6(G)
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Description: LOT 123 RESERVE AT DAPHNE

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

PERMITS ISSUED BY (07/01/2023 TO 07/31/2023)

BLDR-015574-2023 Status: Issued Application Date: 07/17/2023 Zone: Additional Info: Heated and Cooled Valuation: 336748 IRC Residential Building Code Year: 2018 Watershed: Fish River	Type: Building Permit (Residential) Workclass: New Construction (Residential) Issue Date: 07/18/2023 Sq Ft: 0 Number of Stories: 0 Subdivision: RESERVE AT DAPHNE Flood Zone: X	District: Project: Reserve at Daphne Phase 2 Expiration: 01/29/2024 Valuation: \$382,154.28 Heated and Cooled Square Feet: 2012 Subdivison Unit or Phase: 2	Main Address: Parcel: Last Inspection: 07/31/2023 Fee Total: \$2,070.41 Non-Heated and Cooled Square Feet: 683 Lot Number: 84	11643 Evensong Dr Daphne, AL 36526 Finalized Date: Assigned To: Non-Heated and Cooled Valuation: 45405.8 Zoned: R-6(G)
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Description: LOT 84 PHASE 2 RESERVE AT DAPHNE

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

BLDR-015628-2023 Status: Issued Application Date: 07/24/2023 Zone: Additional Info: Heated and Cooled Valuation: 336748 IRC Residential Building Code Year: 2018 Watershed: Fish River	Type: Building Permit (Residential) Workclass: New Construction (Residential) Issue Date: 07/24/2023 Sq Ft: 0 Number of Stories: 0 Subdivision: RESERVE AT DAPHNE Flood Zone: X	District: Project: Reserve at Daphne Phase 2 Expiration: 01/22/2024 Valuation: \$382,154.28 Heated and Cooled Square Feet: 2012 Subdivison Unit or Phase: 2	Main Address: Parcel: Last Inspection: Fee Total: \$2,070.41 Non-Heated and Cooled Square Feet: 683 Lot Number: 94	11563 Agora Dr Daphne, AL 36526 Finalized Date: Assigned To: Non-Heated and Cooled Valuation: 45405.8 Zoned: R-2
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Description: LOT 94 PHASE 2 RESERVE AT DAPHNE

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

BLDR-015629-2023 Status: Issued Application Date: 07/24/2023 Zone: Additional Info: Heated and Cooled Valuation: 270805 IRC Residential Building Code Year: 2018 Watershed: Fish River	Type: Building Permit (Residential) Workclass: New Construction (Residential) Issue Date: 07/25/2023 Sq Ft: 0 Number of Stories: 0 Subdivision: RESERVE Flood Zone: X	District: Project: Reserve at Daphne Phase 2 Expiration: 01/22/2024 Valuation: \$318,736.74 Heated and Cooled Square Feet: 1618 Subdivison Unit or Phase: 2	Main Address: Parcel: Last Inspection: Fee Total: \$1,741.61 Non-Heated and Cooled Square Feet: 721 Lot Number: 116	11772 Elemis Dr Daphne, AL 36526 Finalized Date: Assigned To: Non-Heated and Cooled Valuation: 47932.1 Zoned: R-6(G)
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Description: LOT 116 RESERVE AT DAPHNE

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

PERMITS ISSUED BY (07/01/2023 TO 07/31/2023)

BLDR-015630-2023	Type: Building Permit (Residential)	District:	Main Address:	11786 Elemis Dr
Status: Issued	Workclass: New Construction (Residential)	Project: Reserve at Daphne Phase 2	Parcel:	Daphne, AL 36526
Application Date: 07/24/2023	Issue Date: 07/25/2023	Expiration: 01/22/2024	Last Inspection:	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	Subdivison Unit or Phase: 2	Lot Number: 114	Zoned: R-6(G)
Watershed: Fish River	Flood Zone: X			
Description: LOT 114 RESERVE AT DAPHNE				
Contractor: D R HORTON 25366 PROFIT DR DAPHNE, AL 36526 251-316-5429 Drhortoninspections@drhorton.com				

BLDR-015631-2023	Type: Building Permit (Residential)	District:	Main Address:	11642 Elemis D Dr
Status: Issued	Workclass: New Construction (Residential)	Project: Reserve at Daphne Phase 2	Parcel:	Daphne, AL 36526
Application Date: 07/24/2023	Issue Date: 07/25/2023	Expiration: 01/22/2024	Last Inspection:	Finalized Date:
Zone:	Sq Ft: 0	Valuation: \$382,959.06	Fee Total: \$2,070.41	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: 680	Non-Heated and Cooled Valuation: 45206.4
IRC Residential Building Code Year: 2018	Subdivision: RESERVE	Subdivison Unit or Phase: 2	Lot Number: 126	Zoned: R-6(G)
Watershed: Fish River	Flood Zone: X			
Description: LOT 126 RESERVE AT DAPHNE				
Contractor: D R HORTON 25366 PROFIT DR DAPHNE, AL 36526 251-316-5429 Drhortoninspections@drhorton.com				

BLDR-015632-2023	Type: Building Permit (Residential)	District:	Main Address:	11736 Elemis Dr
Status: Issued	Workclass: New Construction (Residential)	Project: Reserve at Daphne Phase 2	Parcel:	Daphne, AL 36526
Application Date: 07/24/2023	Issue Date: 07/25/2023	Expiration: 01/22/2024	Last Inspection:	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	Subdivison Unit or Phase: 2	Lot Number: 119	Zoned: R-6(G)
Watershed: Fish River	Flood Zone: X			
Description: LOT 119 RESERVE AT DAPHNE				
Contractor: D R HORTON 25366 PROFIT DR DAPHNE, AL 36526 251-316-5429 Drhortoninspections@drhorton.com				

PERMITS ISSUED BY (07/01/2023 TO 07/31/2023)

BLDR-015645-2023 Status: Issued Application Date: 07/25/2023 Zone: Additional Info: Heated and Cooled Valuation: 296914 IRC Residential Building Code Year: 2018 Watershed: Fish River	Type: Building Permit (Residential) Workclass: New Construction (Residential) Issue Date: 07/25/2023 Sq Ft: 0 Number of Stories: 0 Subdivision: RESERVE AT DAPHNE Flood Zone: X	District: Project: Reserve at Daphne Phase 2 Expiration: 01/22/2024 Valuation: \$334,475.58 Heated and Cooled Square Feet: 1774 Subdivison Unit or Phase: 2	Main Address: Parcel: Last Inspection: Fee Total: \$1,823.81 Non-Heated and Cooled Square Feet: 565 Lot Number: 127	11630 Elemis Dr Daphne, AL 36526 Final Date: Assigned To: Non-Heated and Cooled Valuation: 37561.2 Zoned: R-6(G)
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Description: LOT 127 RESERVE AT DAPHNE

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

BLDR-015646-2023 Status: Issued Application Date: 07/25/2023 Zone: Additional Info: Heated and Cooled Valuation: 270805 IRC Residential Building Code Year: 2018 Watershed: Fish River	Type: Building Permit (Residential) Workclass: New Construction (Residential) Issue Date: 07/25/2023 Sq Ft: 0 Number of Stories: 0 Subdivision: RESERVE AT DAPHNE Flood Zone: X	District: Project: Reserve at Daphne Phase 2 Expiration: 01/22/2024 Valuation: \$308,099.94 Heated and Cooled Square Feet: 1618 Subdivison Unit or Phase: 2	Main Address: Parcel: Last Inspection: Fee Total: \$1,690.24 Non-Heated and Cooled Square Feet: 561 Lot Number: 120	11724 Elemis Dr Daphne, AL Final Date: Assigned To: Non-Heated and Cooled Valuation: 37295.3 Zoned: R-6(G)
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Description: LOT 120 RESERVE AT DAPHNE

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

BLDR-015647-2023 Status: Issued Application Date: 07/25/2023 Zone: Additional Info: IRC Residential Building Code Year: 2018 Watershed: Fish River	Type: Building Permit (Residential) Workclass: New Construction (Residential) Issue Date: 07/25/2023 Sq Ft: 0 Subdivision: RESERVE AT DAPHNE Flood Zone: X	District: Project: Reserve at Daphne Phase 2 Expiration: 01/22/2024 Valuation: \$338,730.30 Subdivison Unit or Phase: 2 Heated and Cooled Valuation: 296914	Main Address: Parcel: Last Inspection: Fee Total: \$1,844.36 Lot Number: 125 Number of Stories: 0	11654 Elemis Dr Daphne, AL Final Date: Assigned To: Zoned: R-6(G) Heated and Cooled Square Feet: 1774
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Non-Heated and Cooled Square Feet: 629 **Non-Heated and Cooled Valuation:** 41815.9

Description: LOT 125 RESERVE AT DAPHNE

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

PERMITS ISSUED BY (07/01/2023 TO 07/31/2023)

BLDR-015648-2023	Type: Building Permit (Residential)	District:	Main Address:	11760 Elemis Dr
Status: Issued	Workclass: New Construction (Residential)	Project: Reserve at Daphne Phase 2	Parcel:	Daphne, AL 36526
Application Date: 07/25/2023	Issue Date: 07/25/2023	Expiration: 01/22/2024	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: 117	Zoned: R-6(G)
Watershed: Fish River	Flood Zone: X			
Description: LOT 117 RESERVE AT DAPHNE				
Contractor: D R HORTON 25366 PROFIT DR DAPHNE, AL 36526 251-316-5429 Drhortoninspections@drhorton.com				

BLDR-015649-2023	Type: Building Permit (Residential)	District:	Main Address:	11748 Elemis Dr
Status: Issued	Workclass: New Construction (Residential)	Project: Reserve at Daphne Phase 2	Parcel:	Daphne, AL
Application Date: 07/25/2023	Issue Date: 07/25/2023	Expiration: 01/22/2024	Last Inspection:	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: RESERVE AT DAPHNE	Subdivision Unit or Phase: 2	Lot Number: 118	Zoned: R-6(G)
Watershed: Fish River	Flood Zone: X			
Description: LOT 118 RESERVE AT DAPHNE				
Contractor: D R HORTON 25366 PROFIT DR DAPHNE, AL 36526 251-316-5429 Drhortoninspections@drhorton.com				

Value total for Work Class New Construction (Residential): **Fee total for Work Class New Construction (Residential):**

Value total for Permit Type Building Permit (Residential): \$9,605,641.74 **Fee total for Permit Type Building Permit (Residential): \$55,848.39** **PERMITS ISSUED for Permit Type:** **24**

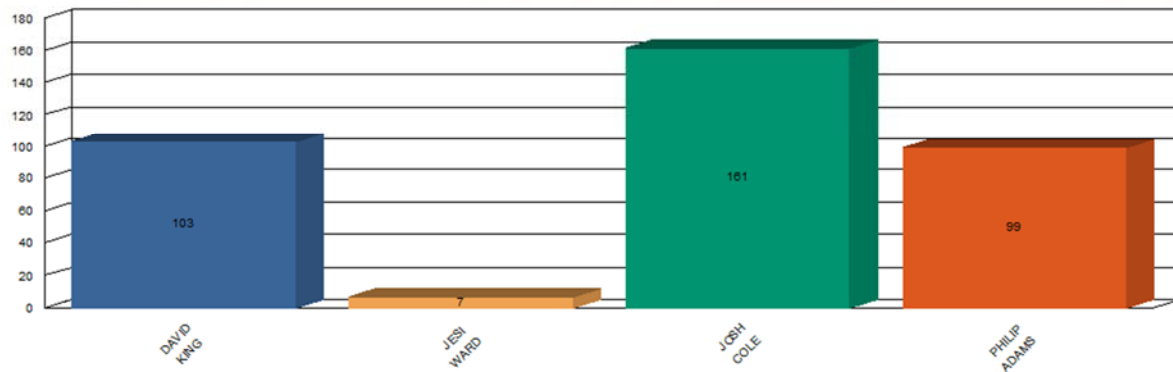
GRAND TOTAL VALUE: \$10,098,947.74 **GRAND TOTAL FEES: \$55,848.39** **GRAND TOTAL OF PERMITS:** **25**

** Indicates active hold(s) on this permit*

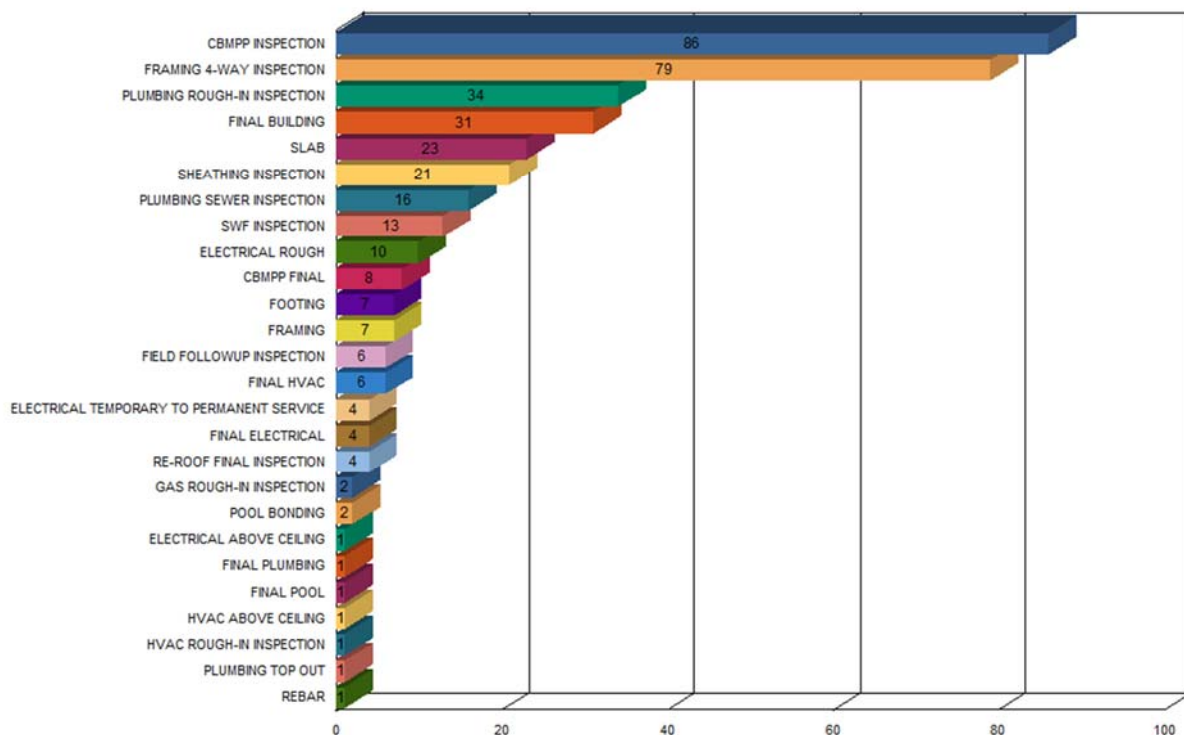
264 Building Inspections – 106 Enviromental Inspections – 370 Total Inspections



ALL INSPECTIONS BY ACTUAL START DATE BY INSPECTOR (07/01/2023 TO 07/31/2023)
FOR CITY OF DAPHNE



ALL INSPECTIONS BY ACTUAL START DATE BY INSPECTION TYPE (07/01/2023 TO 07/31/2023)
FOR CITY OF DAPHNE





PERMIT ISSUANCE SUMMARY (07/01/2023 TO 07/31/2023) FOR CITY OF DAPHNE

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
Building Permit (Commercial)	Alteration or Remodel	2	0	\$68,000.00	\$747.33
	Demolition	1	0	\$0.00	\$154.12
	Interior Build Out	2	0	\$967,653.93	\$7,917.97
	New Construction (Commercial)	1	0	\$493,306.00	\$3,952.84
	Re-Roof	1	0	\$18,761.20	\$173.65
	Termite Repair	1	0	\$45,000.00	\$323.66
BUILDING PERMIT (COMMERCIAL) TOTAL:		8	0	\$1,592,721.13	\$13,269.57
Building Permit (Residential)	Accessory Structure	1	0	\$400,000.00	\$2,055.00
	Alteration or Remodel	7	0	\$118,647.00	\$1,010.75
	Misc.	6	0	\$47,097.75	\$531.54
	New Construction (Residential)	24	0	\$9,605,641.74	\$51,895.55
	Pool	2	0	\$131,344.00	\$984.57
	Repair	1	0	\$230,000.00	\$1,205.00
	Re-Roof	28	0	\$394,456.83	\$2,872.34
	Termite Repair	1	0	\$9,350.00	\$107.06
BUILDING PERMIT (RESIDENTIAL) TOTAL:		70	0	\$10,936,537.32	\$60,661.81
Certificate of Occupancy	Certificate of Occupancy	13	0	\$0.00	\$0.00
CERTIFICATE OF OCCUPANCY TOTAL:		13	0	\$0.00	\$0.00
Electrical Permit (Commercial)	Misc.	4	0	\$109,150.00	\$1,889.13
	New Construction (Commercial)	2	0	\$155,619.00	\$2,557.75
ELECTRICAL PERMIT (COMMERCIAL) TOTAL:		6	0	\$264,769.00	\$4,446.88
Electrical Permit (Residential)	Misc.	13	0	\$94,600.00	\$834.51
	New Construction (Residential)	22	0	\$0.00	\$2,474.36
	Pool Bonding	3	0	\$4,500.00	\$102.74
	Service Change	1	0	\$700.00	\$30.82
ELECTRICAL PERMIT (RESIDENTIAL) TOTAL:		39	0	\$99,800.00	\$3,442.43
Gas Permit (Residential)	Gas Permit (Residential)	1	0	\$0.00	\$35.00
GAS PERMIT (RESIDENTIAL) TOTAL:		1	0	\$0.00	\$35.00
HVAC Permit (Commercial)	Change Out HVAC	2	0	\$16,798.00	\$300.46
	Misc.	1	0	\$32,500.00	\$533.79
	New Construction (Commercial)	1	0	\$43,000.00	\$706.92
HVAC PERMIT (COMMERCIAL) TOTAL:		4	0	\$92,298.00	\$1,541.17
HVAC Permit (Residential)	HVAC Changeout	45	0	\$513,281.00	\$3,866.93
	New Construction (Residential)	21	0	\$0.00	\$2,373.42
HVAC PERMIT (RESIDENTIAL) TOTAL:		66	0	\$513,281.00	\$6,240.35
Land Disturbance New Residential Land Disturbance		24	0	\$0.00	\$2,466.00
LAND DISTURBANCE NEW RESIDENTIAL HOME TOTAL:		24	0	\$0.00	\$2,466.00
Plumbing Permit (Commercial)	Misc.	2	0	\$58,673.00	\$965.67

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

PERMIT ISSUANCE SUMMARY (07/01/2023 TO 07/31/2023)

Permit Type	Permit Work Class *	Permits Issued	Square Feet	Valuation	Fees Paid
	New Contruction (Commercial)	4	0	\$282,700.00	\$4,647.89
	PLUMBING PERMIT (COMMERCIAL) TOTAL:	6	0	\$341,373.00	\$5,613.56
Plumbing Permit (Residential)	Misc.	4	0	\$7,850.00	\$154.13
	New Construction (Residential)	26	0	\$0.00	\$2,938.52
	PLUMBING PERMIT (RESIDENTIAL) TOTAL:	30	0	\$7,850.00	\$3,092.65
Site Disturbance	Site Disturbance (Commercial with CI)	2	0	\$0.00	\$9,079.00
	SITE DISTURBANCE TOTAL:	2	0	\$0.00	\$9,079.00
GRAND TOTAL:		269	0	\$13,848,629.45	\$109,888.42

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

Daphne Downtown Redevelopment Authority
Thursday, July 20, 2023
Meeting Minutes

Chairperson/Members

- Daphne Robinson, Chairperson
- Monica Kurth, Vice Chairperson
- Dayna Oldham, Treasurer
- Laura Johnson
- Tommie Conaway (Council Liaison)
- Shawn Mitchell
- Jason Gofinet

City Representatives: Councilman Steve Olen, Troy Strunk

Absent: Pamela Marks

- A. Call to Order at 5:30 p.m.
 - a. Prayer/Pledge of Allegiance
 - b. Member present roll Sheet / Greet Public Participants
- B. Public Participation
 - a. none
- C. Treasurer Report
 - a. Deposit on July 10, 2023 of \$8,355.30. Total available balance as of most recent statement \$266,330.13 with no pending transactions.
- D. City Council update
 - a. Mrs. Conaway stated the City Council would like a detailed update on our progress and agreed to provide it along with Mr. Olen since they both attend DRA meetings consistently and are kept apprised of all developments.
- E. Committee Progress Reports
 - a. Website and Social Media Pages: Monica Kurth
 - i Many “likes” on our page, people are engaging with us
 - b. Directional signs: (Tabled) Dayna Oldham
 - c. Lea Avenue Development: (Tabled) Daphne Robinson
 - d. Jubilee Park Development: Daphne Robinson
 - i Shawn will look into rental pricing (competitive pricing, what we are able to charge per square foot)
 - ii Discussion on renewing the site plan with the City of Daphne, site plans are valid for 12 months and ours is expiring soon. The cost is \$9,020 for a site disturbance permit.
 - iii Discussion on placing a portion of DRA funds into an interest bearing CD. Several banks are offering higher interest rates with one bank offering over 5% interest. Placing \$150,000 in a 6-12 month CD would help offset some of the preliminary costs associated with the building project without tying up all of the funds.
 - iv We will be opening up the project for public bid by advertising and posting the scope and specification of the project which will require \$3,000 to prepare contract documents

MOTION: Dayna motions to use Dewberry to facilitate the public bid up-to \$11,000 and upon receipts as services are rendered. Monica seconds the motion, all approve, motion passes unanimously.

MOTION: Monica motions to pay the \$9,020 fee for site plan / site disturbance permit due July 25, 2023. Dayna seconds the motion, all approve, motion passes unanimously.

MOTION: Laura motions to place \$150,000 in a 6-12 month interest bearing CD. Jason seconds, all approve, motion passes unanimously.

A. New Business

- a. Lights in Centennial Park: Monica Kurth
 - i To be discussed with City Council as part of enhancements and beautification of City parks and landmarks.
- b. Next meeting: **Thursday August 17th, 2023**
 - 1. Minutes and agenda to be emailed no later than Tuesday August 15th
 - 2. Agenda items are due the Monday prior to scheduled meeting.
- c. Adjourn



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: Baldwin County Martin Luther King Jr. Celebration Committee Inc
APPLICANT NAME: Willie Williams
STREET: P O Box 434 CITY, STATE, ZIP: Point Clear, AL 36564
CONTACT PHONE: 251-379-2405 EMAIL: ques26@hotmail.com
"ON SITE" CONTACT PERSON DAY OF EVENT: Willie Williams
CELL PHONE: 251-379-2405 EMAIL: ques26@hotmail.com

EVENT INFORMATION

EVENT NAME: 37th Annual Celebration of Dr. Martin Luther King Jr Holiday
TYPE OF/PURPOSE OF EVENT: Holiday Celebration for Dr. Martin Luther King Birthday
EVENT DATE: Monday, January 15, 2024 TIME (START- END): 10:30 AM - 11:30 AM
ASSEMBLY TIME: 10:00 AM # PARTICIPANTS/VEHICLES: 500
EVENT LOCATION: Daphne City Hall to main st, main st to whispering pine rd to Daphne Civic Center
FULL DESCRIPTION OF EVENT (PLEASE LIST ANY TENTS, STAGING, PORT-O-LETS, OR SIMILAR ITEMS THAT WILL BE USED ON-SITE): After program at Daphne Civic center. There will be kid fun zone with games and community Organizations tables.

SPECIAL REQUESTS

ROAD CLOSURE(S) REQUESTS: ☒ Yes* ☐ No *If Yes, please indicate which City Route is requested: City hall to main st. main st to whispering pine rd to civic center

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: ww

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: _____

Willie J. Williams
08/03/2023

DATE: 08/03/2023

INTERNAL USE ONLY

DATE REC'D: 8-4-2023 CITY CLERK: _____
FIRE DEPT: LAC APPROVED ROUTE: _____
POLICE DEPT: [Signature] ROUTE MAP ATTACHED: ☐ Yes ☐ No
PUBLIC WORKS: [Signature]
SPORTS & RECREATION: [Signature] EVENT FEE: ☐ Paid \$ _____ CHK# _____
MARKETING & EVENTS: _____ ☐ Waived: _____
** REVENUE: _____ PROOF OF INSURANCE REC'D: ☐ Yes ☐ No

**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 lends 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 2023-31**

**Ordinance to Pre-Zone Property Located Northeast of the intersection of Pollard Road
and County Road 64
O’Gwynn Properties, L.L.C.**

WHEREAS, O’Gwynn Properties, L.L.C., as the owner of certain real property located within the unincorporated area of Baldwin County, Alabama, has requested that said property that is currently zoned by the County as B-2, Neighborhood Business, Baldwin County District 15, in the extraterritorial planning jurisdiction of the City of Daphne, be pre-zoned as B-2(a), General Business Alternate, prior to annexation into the City of Daphne; and

WHEREAS, said real property is located Northeast of the intersection of Pollard Road and County Road 64, being more particularly described as follows:

Legal Description for Property to be Pre-Zoned:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 89°39'17" EAST, ALONG THE SOUTH LINE OF SAID SECTION 16, A DISTANCE 26.92 FEET; THENCE RUN NORTH 00°36'36" EAST, A DISTANCE OF 40.00 FEET TO A CAPPED REBAR (CA-1109-LS) AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF COUNTY ROAD 64 (A.K.A. DAPHNE AVENUE) AND THE EAST RIGHT-OF-WAY OF POLLARD ROAD FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°36'36" EAST, ALONG THE EAST RIGHT-OF-WAY OF POLLARD ROAD, A DISTANCE OF 603.91 FEET TO A CAPPED REBAR (CA-1109-LS); THENCE RUN NORTH 89°15'24" EAST, A DISTANCE OF 307.25 FEET TO A FENCE WOOD POST; THENCE RUN SOUTH 00°59'17" WEST, A DISTANCE OF 609.78 FEET TO A 1 INCH CRIMP TOP IRON AT THE NORTH RIGHT-OF-WAY OF COUNTY ROAD 64 (A.K.A. DAPHNE AVENUE); THENCE RUN NORTH 89°39'17" WEST, A DISTANCE OF 303.15 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 4.25 ACRES, MORE OR LESS, AND LIES IN SECTION 16, TOWNSHIP 5 SOUTH, RANGE 2 WEST, BALDWIN COUNTY, ALABAMA.

WHEREAS, at the regular Planning Commission meeting on June 22, 2023, the Commission considered said request and voted to set forth an unanimously favorable recommendation to the City Council to pre-zone the property B-2(a), General Business Alternate; and,

WHEREAS, due notice of said proposed pre-zoning has been provided to the public as required by law through publication and open display at City Hall, and a public hearing was held before the City Council on August 21, 2023; and,

WHEREAS, the City Council of the City of Daphne, after due consideration and upon consideration of the recommendation and notes of the Planning Commission, deemed that said application for pre-zoning of the above described real property and as set forth on a map of the property attached hereto and made a part of this Ordinance as Exhibit “A” is proper and in the best interest of the health, safety, and welfare of the citizens of the City of Daphne, Alabama; and

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

SECTION I: ZONING

That above described real property is hereby pre-zoned B-2(a), General Business Alternate, City of Daphne. Upon annexation of the property prior to the expiration of the pre-zoning as set forth in Section IV, the property shall be assigned the zoning district in accordance with the pre-zoning and the zoning ordinance and zoning map shall be amended to reflect said zoning. Should annexation not occur prior to the expiration of this pre-zoning as set forth in Section IV, this pre-zoning shall have no effect and the designation of a zoning district for the property shall be set forth in the annexation ordinance.

Until such time as the property is annexed into the City of Daphne, the property shall remain in the unincorporated area of Baldwin County and zoned in accordance with the Baldwin County Commission's zoning plan. The County's zoning for the property at the time the request for pre-zoning was submitted was B-2, Neighborhood Business, Baldwin County District 15, Exterritorial Planning Jurisdiction.

SECTION II: REPEALER.

All other City Ordinances or parts thereof in conflict with the provisions of this Ordinance, in so far as they conflict, are hereby repealed.

SECTION III: SEVERABILITY.

The provisions of this Ordinance are severable. If any provision, section, paragraph, sentence, or part thereof shall be held unconstitutional or invalid, such decision shall not affect or impair the remainder of said Ordinance, it being the legislative intent to ordain and enact each provision, section, paragraph, sentence, and part thereof separately and independently of each other.

SECTION IV: EFFECTIVE AND EXPIRATION DATE.

This Ordinance shall take effect after the date of its approval by the City Council of the City of Daphne and publication as required by law. Pursuant to Code of Alabama (1975) Section 11-52-85, the zoning of the subject property shall become effective upon the date the territory is annexed into the corporate limits. If any portion of the subject property is not annexed into the corporate limits within 180 days of the initiation of annexation proceedings as provided by law, this pre-zoning shall be null and void. Should the pre-zoning become null and void, the applicant may reapply for pre-zoning at any time as long as an annexation petition is pending.

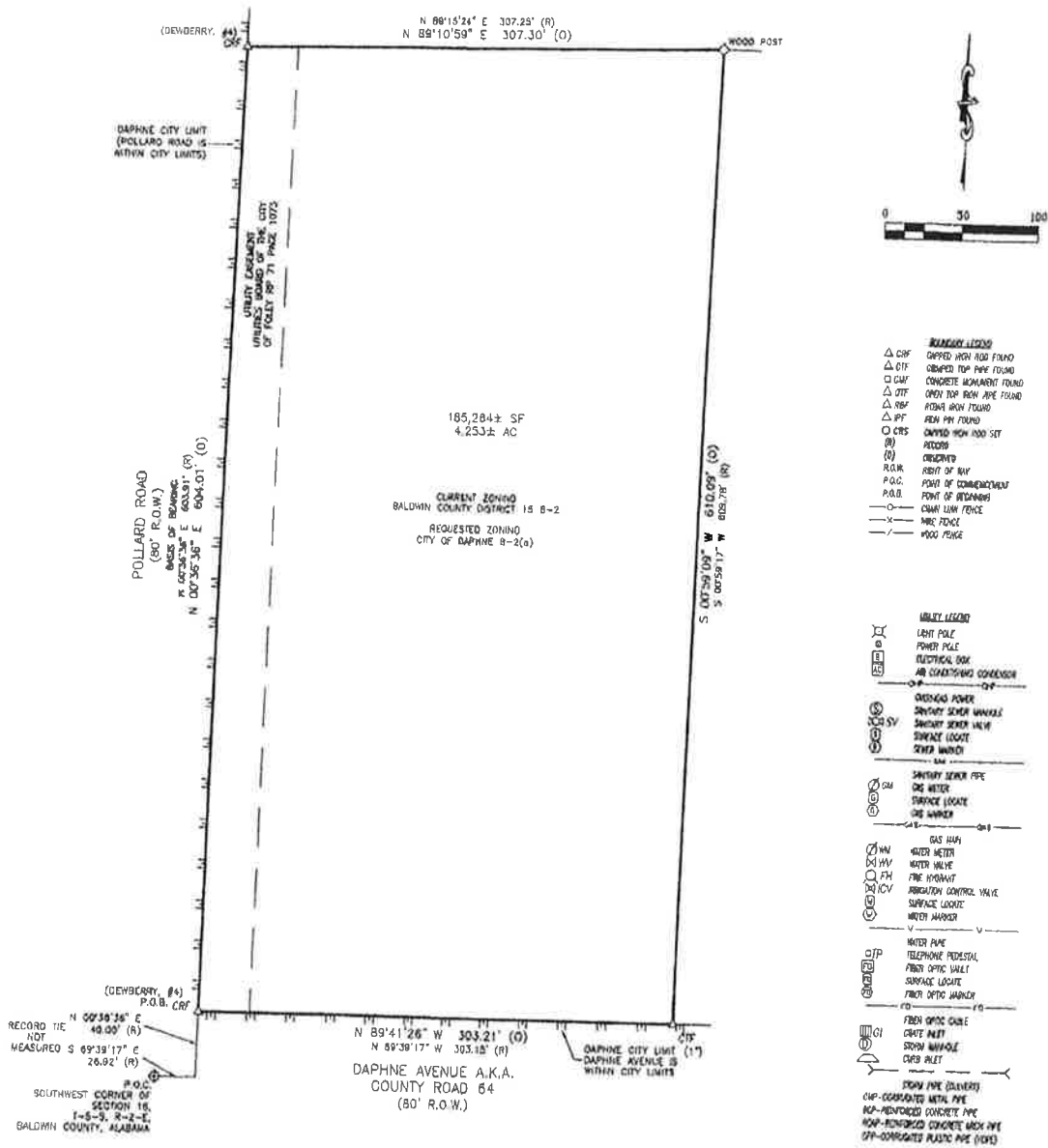
**ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE,
ALABAMA, THIS _____ day of _____, 2023.**

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, CMC, City Clerk

Exhibit A

BALDWIN COUNTY
FLORIDA

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 2 EAST, GARDEN COUNTY, ALABAMA; THENCE RUN SOUTH 89°31'1" EAST, ALONG THE SOUTH LINE OF SAO SECTION 16, A DISTANCE OF 1109.15 FEET; THENCE RUN NORTH 07°38'38" EAST, A DISTANCE OF 40.00 FEET TO A CAPPED REBAR (CA-1109-15); THENCE RUN NORTH 07°38'38" EAST, ALONG THE EAST RIGHT-OF-WAY OF COUNTY ROAD 64 (A.K.A. DAPHNE AVENUE) TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF COUNTY ROAD 64 (A.K.A. DAPHNE AVENUE) AND THE EAST RIGHT-OF-WAY OF POLLARD ROAD FOR THE POINT OF BEGINNING; THENCE SOUTHEAST ALONG 07°38'38" EAST, ALONG THE EAST RIGHT-OF-WAY OF POLLARD ROAD, A DISTANCE OF 603.91 FEET TO A CAPPED REBAR (CA-1109-15); THENCE RUN NORTH 07°15'24" EAST, A DISTANCE OF 307.23 FEET TO A FENCE WOOD POST; THENCE RUN SOUTH 09°59'11" WEST, A DISTANCE OF 509.78 FEET TO A 1 INCH CORN POST UPON AT THE NORTH RIGHT-OF-WAY OF COUNTY ROAD 64 (A.K.A. DAPHNE AVENUE); THENCE RUN NORTH 89°31'1" WEST, A DISTANCE OF 303.15 FEET TO THE POINT OF BEGINNING.

TRACT CONTAINS 4.25 ACRES, MORE OR LESS, AND LIES IN SECTION 16, TOWNSHIP 5 SOUTH, RANGE 2 WEST, BOLDWIN COUNTY, ALABAMA.

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

NOTES

1. TYPE OF DRAINAGE: BOUNDARY
2. RECORD DRAWINGS BASED ON THIS DRAINAGE DEED REQUIRED AS INSTRUMENT NO. 177715 IN THE OFFICE OF THE JUDGE OF PROBATE, BURLINGTON COUNTY, NEW JERSEY
3. THIS DRAINAGE AND DEED DOES NOT REFLECT ANY TYPE OF EASEMENT OR RIGHT OF WAY THAT IS VISIBLE OR KNOWN BY THE COUNTY'S ENGINEERING, RECORD AND CITIES/ED BY STATE, ORDINANCE OR RESTRICTIVE COVENANTS ARE NOT SHOWN
4. THIS DRAINAGE IS THE PROPERTY OF DAVIS C&A ASSOCIATES, IT IS PAID FOR BY THE COUNTY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE, IT IS NOT TO BE USED WITH ANY OTHER COUNTY PROJECT
5. THIS DRAINAGE IS TO SCALE WHEN PRINTED ON 11X17 PAPER IN PORTRET WITH NO SCALING

DATE WHEN TB		DATE TS		DATE DK		DATE DLS	
O'GWYNN PROPERTIES, LLC							
DATE 3/27/23		SCALE 1"=50'		JOB BOUNDARY SURVEY 26070 POLLARD ROAD DAPHNE, ALABAMA			
SHEET NO. 23-108		PAGE 181/19					

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2023-32**

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

**Property Located Northeast of the intersection of Pollard Road and County Road 64
O’Gwynn Properties, L.L.C.**

WHEREAS, on the 22nd day of May, 2023, O’Gwynn Properties L.L.C., being the owner of certain real property hereinafter described, did file with the City Clerk a petition requesting that said tracts or parcels of land be annexed into and become part of the City of Daphne, Alabama (the “City”); and

WHEREAS, said petition did contain an accurate description of the property to be annexed together with a map of the said territory showing its relationship to the corporate limits of the City of Daphne, Alabama, and the signatures of all owners of the property described; and

WHEREAS, said petition was presented to the Planning Commission of the City of Daphne at a regular scheduled meeting on June 22, 2023, and the Commission set forth a favorable recommendation for the City Council of the City of Daphne to consider said request for annexation of said property; and

WHEREAS, after proper publication, a public hearing was held by the City Council on August 21, 2023, concerning the petition for annexation.

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

SECTION ONE: ANNEXATION

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

SECTION TWO: ZONING

At the _____, 2023, regularly scheduled City Council meeting, Ordinance 2023-____ was adopted pre-zoning the said property as B-2(a), General Business Alternate, with the apportionment of said zoning districts to the subject property described therein.

SECTION THREE: DESCRIPTION OF TERRITORY

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

Legal Description for Annexation:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 89°39'17" EAST, ALONG THE SOUTH LINE OF SAID SECTION 16, A DISTANCE 26.92 FEET; THENCE RUN NORTH 00°36'36" EAST, A DISTANCE OF 40.00 FEET TO A CAPPED REBAR (CA-1109-LS) AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF COUNTY ROAD 64 (A.K.A. DAPHNE AVENUE) AND THE EAST RIGHT-OF-WAY OF POLLARD ROAD FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°36'36" EAST, ALONG THE EAST RIGHT-OF-WAY OF POLLARD ROAD, A DISTANCE OF 603.91 FEET TO A CAPPED REBAR (CA-1109-LS); THENCE RUN NORTH 89°15'24" EAST, A DISTANCE OF 307.25 FEET TO A FENCE WOOD POST; THENCE RUN SOUTH 00°59'17" WEST, A DISTANCE OF 609.78 FEET TO A 1 INCH CRIMP TOP IRON AT THE NORTH RIGHT-OF-WAY OF COUNTY ROAD 64 (A.K.A. DAPHNE AVENUE); THENCE RUN NORTH 89°39'17" WEST, A DISTANCE OF 303.15 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 4.25 ACRES, MORE OR LESS, AND LIES IN SECTION 16, TOWNSHIP 5 SOUTH, RANGE 2 WEST, BALDWIN COUNTY, ALABAMA.

SECTION FOUR: MAP OF PROPERTY

The property hereby annexed into the City of Daphne, Alabama, as described in Section Three of this Ordinance, is set forth on a map of the property attached hereto and made a part of this Ordinance as Exhibit "B" showing its relationship to the corporate limits of the City of Daphne.

SECTION FIVE: EFFECTIVE DATE AND PUBLICATION

This Ordinance shall become effective upon its date of publication as required by Section 11-42-21 Code of Alabama (1975), as amended, and the property described herein shall be then annexed into the corporate limits of the City of Daphne, and a certified copy of the same shall be filed with the Office of the Judge of Probate of Baldwin County, Alabama, in accordance with Section 11-42-21, Code of Alabama (1975), as amended.

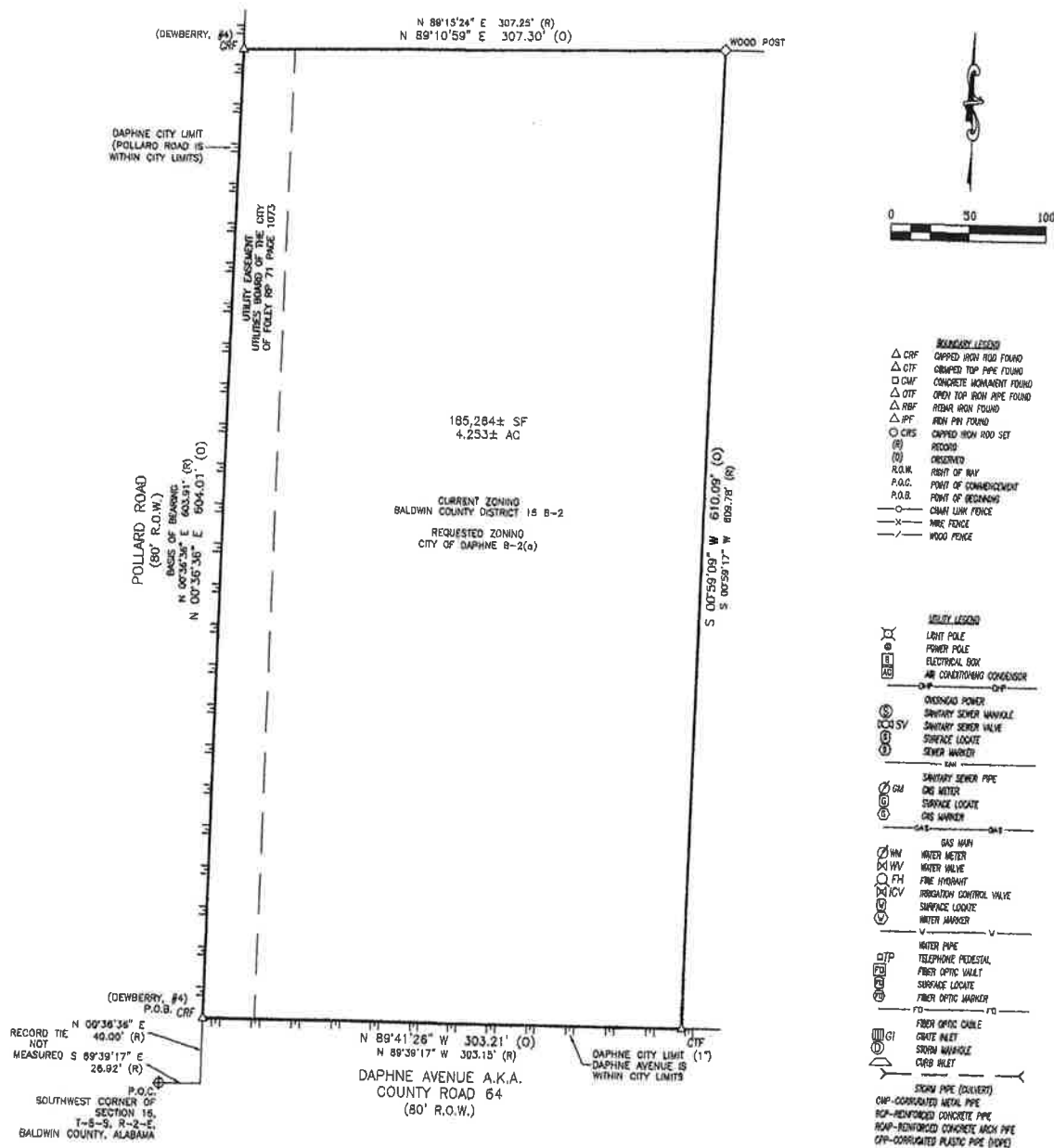
APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS THE _____ DAY OF _____, 2023.

Robin Le Jeune, Mayor

ATTEST:

Candace G. Antinarella, CMC, City Clerk

Exhibit B



BALDWIN COUNTY
ALABAMA

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 89°39'17" EAST, ALONG THE SOUTH LINE OF SAID SECTION 16, A DISTANCE 28.92 FEET; THENCE RUN NORTH 07°38'38" EAST, A DISTANCE OF 40.00 FEET TO A CAPPED REBAR (CA-1109-LS) AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF COUNTY ROAD 64 (A.K.A. DAPHNE AVENUE) AND THE EAST RIGHT-OF-WAY OF POLLARD ROAD FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 07°38'38" EAST, ALONG THE EAST RIGHT-OF-WAY OF POLLARD ROAD, A DISTANCE OF 603.91 FEET TO A CAPPED REBAR (CA-1109-LS); THENCE RUN NORTH 89°15'24" EAST, A DISTANCE OF 307.25 FEET TO A FENCE WOOD POST; THENCE RUN SOUTH 07°59'17" WEST, A DISTANCE OF 609.78 FEET TO A 1 INCH CRIMP TOP IRON AT THE NORTH RIGHT-OF-WAY OF COUNTY ROAD 64 (A.K.A. DAPHNE AVENUE); THENCE RUN NORTH 89°38'17" WEST, A DISTANCE OF 303.15 FEET TO THE POINT OF BEGINNING.

TRACT CONTAINS 4.25 ACRES, MORE OR LESS, AND LIES IN SECTION 16, TOWNSHIP 5 SOUTH, RANGE 2 WEST, BALDWIN COUNTY, ALABAMA.

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

NOTES:

1. TYPE OF SURVEY: BOUNDARY
2. RECORD DIMENSIONS BASED ON THIS WARRANTY DEED RECORDED AS INSTRUMENT NO. 197728 IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA.
3. THIS DRAWING AND DESCRIPTION DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH OTHER THAN WHAT IS VISIBLE OR PROVIDED BY THE CLIENT'S CONVEYANCE SETBACK LINES ESTABLISHED BY STATUTE, ORDINANCE OR RESTRICTIVE COVENANTS ARE NOT SHOWN.
4. THIS DRAWING IS THE PROPERTY OF SMITH CLARK & ASSOCIATES, IT IS LOANED FOR THE USE OF THE CLIENT NAMED HEREIN AND IS NONTRANSFERABLE TO ANY OTHER PARTY, IT MAY NOT BE USED WITHOUT PRIOR COMMENT FROM SMITH, CLARK & ASSOCIATES.
5. THIS DRAWING IS TO SCALE WHEN PRINTED ON 11X17 PAPER IN PORTRAIT VIEW WITH NO SCALING.

PLATT CHECK	DATE	LOCATION	STATUS
TB	TS	DK	
DATE	SCALE		
3/27/23	1"=50'		
DRAWING NUMBER	DATE		
23-109	181/19		

O'GWYNN PROPERTIES, LLC

BOUNDARY SURVEY
26070 POLLARD ROAD
DAPHNE, ALABAMA



**CITY OF DAPHNE, ALABAMA
ORDINANCE 2023-33**

**AMENDING CITY’S EMPLOYEE HANDBOOK
(SECTIONS 5.1, 7.2, and 10.3)**

WHEREAS, the City Council of the City of Daphne, after due consideration, believes it appropriate to amend several sections of the City of Daphne Employee Handbook;

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

SECTION I:

That the following Sections of the Employee Handbook be amended:

Section 5.1	General Provisions – Timing of Formal Evaluations
Section 7.2	Types of Discipline (Disciplinary Probation)
Section 10.3	Employee Anniversary Date

The specific revisions to these sections are set forth in Exhibit A to this Ordinance.

SECTION II: REPEALER

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

SECTION III: SEVERABILITY

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

SECTION IV: 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 ____ DAY OF _____, 2023.

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, CMC, City Clerk

EXHIBIT A

AMENDMENT TO EXISTING POLICIES

5.1 General Provisions, 7.2 Types of Discipline,
and 10.3 Employee Anniversary Date

5.1. GENERAL PROVISIONS

Timing of Formal Evaluations. Unclassified and regular status classified full-time and part-time employees will be evaluated at least once annually. Evaluations of probationary status employees normally will be conducted during the third and sixth months of the probationary period. If an employee receives a promotion or demotion during their employment with the City, the employee's annual evaluation date will fall on the anniversary of the promotion or demotion effective date henceforth.

5.1. GENERAL PROVISIONS

Timing of Formal Evaluations. Unclassified and regular status classified full-time and part-time employees will be evaluated at least once annually. Evaluations of probationary status employees normally will be conducted during the third and sixth months of the probationary period. If an employee receives a promotion or demotion during their employment with the City, the employee's annual evaluation date will fall on the anniversary of the promotion or demotion effective date henceforth.

7.2. TYPES OF DISCIPLINE

Disciplinary Probation. A Department Head may, alone or in conjunction with other disciplinary action, place an employee on disciplinary probation. During probation, the performance of the employee will be evaluated regularly. At the end of the probation, if an employee is unable to improve job performance or work behavior to an acceptable level, the employee will be subject to further disciplinary action, up to and including dismissal. If an employee's annual evaluation falls during the disciplinary probation period, the regularly scheduled annual evaluation will be postponed until the probationary period is completed.

7.2. TYPES OF DISCIPLINE

Disciplinary Probation. A Department Head may, alone or in conjunction with other disciplinary action, place an employee on disciplinary probation. During probation, the performance of the employee will be evaluated regularly. At the end of the probation, if an employee is unable to improve job performance or work behavior to an acceptable level, the employee will be subject to further disciplinary action, up to and including dismissal. If an employee's annual evaluation falls during the disciplinary probation period, the regularly scheduled annual evaluation will be postponed until the probationary period is completed.

10.3. EMPLOYEE SERVICE ANNIVERSARY DATE

Establishment. Each unclassified, classified, and part-time employee will have an ~~anniversary~~ service date established based on the date of employment. An employee's ~~anniversary-service~~ date is used to determine eligibility for longevity pay increases, benefits, and other areas related to an employee's years of service.

Should the employee be promoted or demoted during their tenure with the City, the employee's service date will remain the same however the annual evaluation date will change to the effective date of promotion or demotion. Lateral transfers within the same department and same pay grade will not constitute a change in the employee's annual evaluation date.

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