CITY OF DAPHNE
1705 MAIN STREET, DAPHNE, AL
CITY COUNCIL BUSINESS MEETING AGENDA
Monday, December 18, 2023 at 6:00 P.M.

1. CALL TO ORDER

2. ROLL CALL
INVOCATION Pastor Wesley Jenkins, Destiny Church
PLEDGE OF ALLEGIANCE

RECOGNITION: Tonja Young

PUBLIC HEARING: Proposed Amendments to the Land Use and Development Ordinance to amend Articles 8, 11, 13, 15, 17, 18, 21, 30 and 34

PUBLIC HEARING: Official City of Daphne Zoning Map Update

3. APPROVE MINUTES: December 4, 2023 regular meeting

4. REPORTS OF STANDING COMMITTEES

A. FINANCE COMMITTEE – Phillips

B. BUILDINGS & PROPERTY COMMITTEE – Goodlin
Review the minutes from the November 2023 meeting and the November 2023 new Construction and Building Reports.
Certificates of Occupancy: 24
Permits Issues: 166
New Residential Home Permits: 3
Total Fees: $27,147.62

MOTION to authorize the Mayor to execute a service agreement with Baldwin County Communications and Information System Department services.

C. PUBLIC SAFETY COMMITTEE – Hughes

D. CODE ENFORCEMENT/ORDINANCE COMMITTEE – Scott
Review the minutes from the November 6th meeting.

E. PUBLIC WORKS COMMITTEE – Conaway
Review the minutes from the November 6th meeting.

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS

A. BOARD OF ZONING ADJUSTMENTS – Adrienne Jones
Review the minutes from the June 1st meeting and the summarization from the December 7th meeting.

B. DAPHNE PUBLIC SCHOOL COMMISSION – Conaway/Olen

C. DOWNTOWN REDEVELOPMENT AUTHORITY – Conaway

D. INDUSTRIAL DEVELOPMENT BOARD – Scott

E. LIBRARY BOARD – Goodlin

F. PLANNING COMMISSION – Olen

G. RECREATION BOARD – Hughes

H. UTILITY BOARD – Coleman
Review the minutes from the October 25th meeting.

6. PUBLIC PARTICIPATION

7. MAYOR'S REPORT

8. CITY ATTORNEY REPORT

9. DEPARTMENT HEAD REPORTS

10. CITY CLERK'S REPORT

MOTION to approve the Daphmont Community Mardi Gras Parade on February 10, 2024 from 2:00-3:00pm with road closure request of Pickett Avenue.

MOTION to approve the Shadow Barons Mardi Gras Parade on February 10, 2024 from 6:45 – 9:30pm with a rain date of February 11, 2024.

11. RESOLUTIONS:

2023 – 63 – Resolution Declaring Certain Personal Property Surplus and Authorizing Disposition – Police Canine

2023 – 64 – Appropriation for Additional Contribution to Mobile Bay National Estuary Program - $122,599.88

12. 2nd READ ORDINANCES:

13. 1st READ ORDINANCES:

2023 – 43 – Ordinance Amending the City of Daphne's Land Use and Development Ordinance – Articles 8, 11, 13, 15, 17, 18, 21, 30 and 34

2023 – 44 – Official City of Daphne Zoning Map Update

14. COUNCIL COMMENTS

15. ADJOURN

COMMUNITY DEVELOPMENT
INTERNAL MEMORANDUM

Daphne
ALABAMA

DATE: October 30, 2023

TO: Office of the City Clerk

FROM: Adrienne Jones, AICP, Director of Community Development AJ

SUBJECT: Proposed Amendments to the Land Use and Development Ordinance to amend Articles 8, 11, 13, 15, 17, 18, 21, 30, and 34

At the October 26, 2023 regular meeting of the City of Daphne Planning Commission, six members were present. The motion carried unanimously to set forth a favorable recommendation to the City Council to amend Article 8, Definition of Terms, Article 11, Minimum Standards, Article 13, District Requirements, Article 15, Procedures for Site Plan Review, Article 17, Procedures for Subdivision Review, Article 18, Drainage, Stormwater Management and Erosion Control, Article 21, The Board of Zoning Adjustment Article 30, Planned Unit Development District, and Article 34, Schedule of Fees, of the Land Use and Development Ordinance.

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

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

Thank you,
ADJ/jv

Attachment

cc: file

PROPOSED AMENDMENTS

to the

DAPHNE
LAND USE & DEVELOPMENT
ORDINANCE

Set forth with a unanimously favorably recommendation of the Daphne Planning Commission on October 26, 2023

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Article 8 Definition of Terms

8-2 WORDS AND TERMS DEFINED

As used in this Ordinance, the following words and terms shall have the meaning defined:

Land Use. The purpose for which any parcel or tract of land, or any building or structure is designed, maintained, renovated, occupied or used. It is the basic character or nature of the occupation or utilization of land or a building.

Change in Use. Any activity resulting in a change in land use, intensity of use, or expansion of the sizes or numbers of structures, or the amount of land affected by a use.

Change of Occupancy. A discontinuance of an existing use and the substitution therefore of a use of a different kind or class. Additionally, a change of tenants or proprietors is included if and when there is also a change in the type, kind or class of use.

NOTE: These terms will be used in Article 15, Section 15-6 which proposes a new subsection. See page 10 for more details.

Article 11 Min. Standards & Required Improvements for Subdivisions and Commercial Site Developments

11-5 SUBDIVISION EXCEPTIONS AND EXEMPTIONS

Whenever the strict compliance with these regulations would result in an extraordinary hardship or injustice to the subdivider because of topography, unusual size or shape of the property, or unusual conditions in surrounding property of development, the Planning Commission may modify or waive such regulations so the subdivider may subdivide his property in a reasonable manner provided that such modification or waiver shall not nullify the intent or purpose of the subdivision regulations, the public welfare, and interest of the City of Daphne shall be protected. Any such modification together with reasons therefore shall be so noted in the minutes of the Planning Commission.

(a) Modifications/Waivers:

In granting modifications or waivers, the Planning Commission may impose such other reasonable conditions as will, in its judgment, justify such modification or waiver and still substantially maintain the objectives of these regulations. Each modification or waiver of the regulations sought by a subdivider shall be applied for and acted upon individually by the Planning Commission.

(b) Subdivision Exemptions:

The sale or exchange of lots or parcels of land or the relocation of an interior lot line within the city limits between adjoining property owners may be exempt from the subdivision regulations by the director of Community Development, provided that (1) no additional lots are created and (2) none of the lots affected by the sale, exchange or relocation of interior lines are reduced below the minimum size requirements of the zoning district in which the division is to occur.

No existing easement shall be vacated or moved without the recommendation of the Planning Commission and the acceptance by resolution of the City Council as outlined in the applicable sections of this ordinance.

(c) Planning Jurisdiction Subdivision Exceptions and/or Exemptions:

Subdivision applications, subdivision exceptions and/or exemptions, for land located within the Daphne Corporate Limits will be processed.

NOTE: We no longer review subdivisions outside of the city limits. Propose to delete language that is no longer applicable.

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Deleted: A request for an Exempt Subdivision Letter and supporting documentation to substantiate any claim of exemption shall be submitted to the Department of Community Development director along with a copy of the Exempt Subdivision Letter from the Baldwin County Engineer. ¶

¶

Subdividers shall not be required to submit a plat to the Daphne Planning Commission unless deemed appropriate by the director. The director may grant an exemption unless he/she deems the request appropriate for the Planning Commission's review. Exemption from the requirement for Planning Commission approval does not constitute exemption from the requirements of other applicable regulations including but not limited to state, county, or municipal law, zoning ordinances, Health Department requirements, or highway construction setbacks. Any subdivider who is found circumventing the intent and substance of these regulations shall be required to submit a plat for review and approval by the Daphne Planning Commission. ¶

¶

The following is a list of qualifying subdivision exceptions/exemptions for property located outside of the city limits and in the extraterritorial jurisdiction of Baldwin County. ¶

¶

Subdivision by testamentary or intestate provisions;¶

Subdivision by court order including, but not limited to, judgments of foreclosure;¶

Sale, deed or transfer of land by the owner to an immediate family member. Each parcel shall have its own ingress/egress and utility access of not less than required by Baldwin County Subdivision Regulations;¶

The public acquisition by gift or purchase of strips or parcels of land for the widening or opening of streets or for other public uses;¶

Subdivision in which the size of each resulting lot equals or exceeds twenty (20) acres, inclusive of adjacent public rights-of-way, and for which no streets are required to be constructed to provide access to each subdivided lot. Each lot shall have at least 200 feet of frontage on an existing publically maintained road or shall have access to a publicly maintained road pursuant to a private easement, at least 60 feet in width, which provides rights of ingress and egress and the right to install utilities sufficient to serve such subdivided lots; ¶

Subdivisions in which the size of each resulting lot equals or exceeds ten (10) acres, inclusive of adjacent public rights-of-way, and for which no streets are required to be constructed to provide access to each subdivided lot. Each parcel declared to be exempt pursuant to this subparagraph shall have at least 150 feet of frontage on an existing publicly maintained road. ¶

A one-time split of a single parcel into two resultant parcels, if, and only if, the parcel existed and *has not been* divided since February 1, 1984.¶

The relocation of a common property line between two parcels where no new parcels are created. Revised parcels shall meet the minimum zoning lot size and width requirements. The owner of each parcel approved as exempt under this section shall be required to submit, as a condition to approval, either an affidavit executed by such owner attesting, under oath, that there exist no restrictive covenants of record in the Office of the Judge of Probate of Baldwin County, Alabama which would prohibit the subdivision of the parcel for which an exemption is sought pursuant to this subparagraph. In the event a parcel is approved as exempt under this subparagraph and it is later determined that such subdivision was prohibited by valid restrictive covenants recorded as of the date of such approval, the Community Development director, or designee thereof, shall have the authority to revoke such exempt subdivision approval.¶

In the case of an exemption involving a lot or lots which are included within a previously recorded subdivision plat, a resubdivision and a new plat will be required to reflect the resubdivision of lots, and such new plat shall be recorded in the ...

11-11 SIDEWALKS

(a) It is the intent of this section to require the installation of concrete or asphalt sidewalks on both sides of the street in residential and commercial developments in order to encourage vehicular and pedestrian connectivity within the City of Daphne. It is also the intent of this section to require the installation of sidewalks in commercial and or industrial site developments in order to connect gaps between existing or planned sidewalk circulation systems within the city.

Sidewalks are counted toward the improvement standards of all streets and shall be installed prior to the issuance of a Certificate of Occupancy unless an agreement for future installation has been presented by the developer. In no case shall the City of Daphne be responsible for the installation of sidewalks within any subdivision or other type of development.

(b) Construction of sidewalks, shall comply with the following standards:

(1) All sidewalks shall be in accordance with current ADA (Americans with Disabilities Act) requirements.

(2) Sidewalks shall be constructed with reinforced concrete that has a minimum twenty-eight (28) day compressive strength of three thousand pounds per square inch (3000 psi), and shall be in accordance with City specifications and these regulations, unless otherwise approved by the Planning Commission.

(3) All organic material shall be removed from the sidewalk subgrade before installation of said sidewalk.

(4)

Type of Subdivision or Development	Sidewalk Width
Low Density Residential	4 feet
High Density Residential	5 feet
Commercial or Industrial	6 feet
Mixed Use Development	6 feet

(5) Sidewalks shall be a minimum of 4 inches thick, except that sidewalks shall be 6 inches thick wherever vehicular loads are anticipated or where adjacent to a traversable curb or gutter. A non-traversable curb is a highway curb designed to discourage a motor vehicle from leaving the roadway. Non-traversable curbs are used at locations where roadway speeds do not exceed 40 miles per hour and are at least six inches high.

(c) Sidewalks shall provide pedestrian traffic and design shall encourage safe means of access eliminating conflicts between vehicles and pedestrians. Innovative design measures which would encourage the use of pervious material may be considered by the Planning Commission in lieu of typical sidewalk installation; however, ADA compliance is required where applicable. Sidewalks shall be installed in the following locations:

(1) Along the perimeter of all developments where adjacent to the right-of-way.

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(2) Along the right-of-way where adjacent to the perimeter of any common area within the development; except where walking trails/paths are incorporated into the design for formal/recreational open space as provided in Section 11-14, Special Provisions herein. Final plat shall not be approved until this provision is satisfied.

(3) Along the right-of-way within each residential subdivision development.

NOTE: This is to clarify that the sidewalk requirement is applicable to all rights-of-ways.

13-7 PERFORMANCE STANDARDS

(1) Performance Standards for Nonresidential Districts

In all nonresidential districts (with commercial, institutional and/or industrial uses) where facilities are permitted lots, tracts or parcels shall comply with the following minimum standards:

(a) Lots shall be of sufficient size to be used for the purpose intended, provide adequate parking and loading facilities in addition to space required for conduct of other operation of the business, and otherwise comply with the provisions provided herein.

(b) The minimum lot size for marinas shall be one (1) acre and shall be constructed above mean sea level.

(c) No entrances or exits shall direct traffic into adjacent residential districts.

(d) Noise, air pollutants including dust emissions, and surface runoff shall not exceed background levels by more than ten percent (10%).

(e) Uses in all business districts must comply with all applicable health and safety standards, including sanitary facilities; paved and landscaped parking areas, and all other requirements of this Ordinance, as well as pertinent State and Federal regulations.

(f) Nonpermanent structures such as trailers, sheds, and other such buildings used for business purposes may be permitted in business districts on a temporary basis pending construction of a permanent building. Such structures may be permitted by the Building Official for a three (3) month period, renewable upon written request from the business owner, up to a maximum of one (1) year. Said nonpermanent structure shall be removed immediately upon completion of construction. Delayed removal of the nonpermanent structure may be allowed for no more than thirty (30) calendar days upon review and approval of the Building Official.

(g) All non-residential structures shall be so designed as to present an aesthetically pleasing appearance that is generally compatible with existing buildings in the district, except those less desirable in appearance that have been grandfathered under this Ordinance.

(h) Every effort to make structures aesthetically pleasing shall be made by the developer. Depending upon the location of the proposed facility, as a means to ensure compatibility with existing development or to encourage a higher standard along major corridors, subsequent improvements and changes to building architecture may be required by the Planning Commission.

(i) In all non-residential zoning districts the following are preferred building materials for any wall area facing a public street: brick, textured concrete block, wood, metal veneers, stucco or Exterior Insulation and Finish Systems (E.I.F.S), concrete, steel, vinyl or stone panels provided they contain some architectural relief and exhibit structural strength.

NOTE: Adding language for clarification.

(j) Metal buildings may be permitted in any C/I, Commercial/Industrial, zoning district that is not located as follows: along County Road 13, Highway 98, Highway 90, Highway 181, Olde Towne Daphne, the Village Overlay District, the Eastern Shore Overlay District or, the Jubilee Retail Overlay District.

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(k) A shipping container may be permitted where property is zoned C-2, Outdoor Amusement, after having received approval for said use by the Planning Commission. When approved the shipping container(s) shall be no closer than fifty (50) feet to the property lines.

NOTE: New - adding shipping containers as a permissible use in a C-2 district upon PC approval.

(l) Architectural plans shall be signed and stamped by a Licensed Architect. Plans shall include preliminary floor plans and building elevations.

1. Elevation drawings shall be presented in color. Architectural renderings and roofline treatments shall be presented for all sides.

(m) Streetscape. Landscaping and street furniture complement residential surroundings.

(2) Performance Standards for Residential Districts

(a) Streetscape:

1. Landscape plans shall establish street/lot themes. See Article 19 for further details.

(b) Residential Streets:

1. Traffic Calming is required within all residential developments. See Article 11 for details regarding Traffic Management Plan.

2. Street designs should discourage through traffic; reduced street paving widths may be considered where off-street guest parking bays are installed.

ARTICLE XV
PROCEDURES FOR SITE PLAN REVIEW

NOTE: Changed to townhouses to match language in Article 12

15-1 USE AND APPLICABILITY

(a) The provisions of this Article shall be required for all residential developments involving the construction of two (2) or more dwelling units including apartments, townhouses, condominiums, business, commercial, industrial, and/or institutional structures; all existing structures which increase the gross floor area by thirty percent (30%) or more, except a single family residence; construction of a park, public way, open space, public building or structure; construction of a public utility whether publicly or privately owned; and other uses as required by the Planning Commission.

Deleted: town homes

(b) A site plan review for minor expansions of commercial or institutional uses, renovations or changes in use shall be subject to administrative review and approval by the Director of Community Development to determine compliance with the provisions of this Ordinance.

15-2 PRE-APPLICATION & PRE-CONSTRUCTION CONFERENCES

(a) Pre-Application Conference:

Whenever a major development, one which is five (5) acres or more or as deemed appropriate by the Director of Community Development, is proposed within the corporate limits, the developer should informally consult with the Department of Community Development prior to site plan application to ensure compliance with the required regulations. No fee shall be charged for the review and no formal application shall be required.

(b) Pre-Construction Conference:

After site plan approval and before the issuance of a site disturbance permit, a pre-construction conference shall be held between the developer, contractors, the representatives from the Departments of Community Development, the City Engineer, Environmental Programs, Building Inspections; Riviera Utilities, Daphne Utilities, any other applicable public or private utility company, local, state, and/or federal agency. At the pre-construction conference, participants will discuss issues related to permitting, construction safety, general expectations during construction, final inspection protocol, etc.

NOTE: Itemized list of elements to include within a proposed master plan such as trash refuse.

15-3 MASTER PLAN SUBMITTAL

Any site development which is to be constructed in phases, shall require a master plan of the site which shall be submitted to the Planning Commission for approval prior to submitting a site plan application. The applicant shall submit to the Department of Community Development a written request for review and approval by the Planning Commission and a copy of said master plan. The master plan shall be of sufficient detail to show the proposed site layout including building locations, parking facilities, ingress/egress, stormwater management, required buffer areas, pedestrian and vehicular networks, utilities, trash refuse areas, and amenity areas. In addition, a phasing plan shall be presented at the pre-construction meeting for review and staff approval.

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15-4 SPECIAL PROVISIONS

The following shall apply:

(a) Water, sewer, gas, electric power, telephone, cable television, and other utility lines shall be installed underground by the developer and/or owner in all new residential, commercial, and industrial developments, expansions, and/or renovations of existing said developments shall be connected to a central distribution system, unless for good reasons other than cost, the Planning Commission approves a modification or waiver of this requirement in part or in whole, or if a special condition requires otherwise.

(b) Size of properties reserved or laid out for business, commercial, or industrial purposes shall be adequate to provide for the off-street service and parking facilities required by the type of use and development contemplated.

(c) A site plan review shall be accomplished by the recommendation of the Director of Community Development and approval of the Planning Commission to assure compliance with the provisions of the Land Use and Development Ordinance in conformity with its purpose as stated in *Article I, Purpose, Repeals, Enactment and Short Title,* as well as, applicable Building and Fire Codes, latest edition.

(d) Planning Commission approval shall be the first step in the construction permitting process. After approval, the owner or developer shall provide to the Department of Community Development, the appropriate signed application form, a cost estimate for site work certified by the design engineer, the fee for a site disturbance permit as enumerated in *Article 34, Schedule of Fees,* applicable state and/or federal permits, and proof of the contractor's Daphne Business license.

(1) Site plan approval shall become void one (1) year from the date of Planning Commission approval if no site disturbance permit has been acquired for the project. The site disturbance permit and site plan shall both become void one (1) year from the issuance of the site disturbance permit if no substantial building or construction activity has occurred.

(2) Prior to expiration, a one (1) year extension of time may be granted for the approved site plan and the site disturbance permit by the Director of Community Development, upon written request of the applicant stating good reason.

(3) If no construction activity has occurred after the expiration of the extended time, an additional one (1) year extension of time may be considered by the Planning Commission. At no time shall any site plan and related site disturbance permit be granted an extension beyond this time. The site plan and site disturbance permit shall automatically be deemed null and void.

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Deleted: When all required improvements are installed in accordance with the site plans and specifications approved by the Planning Commission, the developer or owner shall request a final inspection by the design engineer and the registered landscape architect. Both shall forward compliance letters to the Director of Community Development. Upon receipt thereof the Director or his/her duly authorized representative shall inspect the site to determine if the required improvements are satisfactorily installed prior to signing the certificate of occupancy or final plat. ¶

15-5 SITE PLAN APPLICATION

Prior to making any improvements, the developer/owner shall submit to the Planning Commission a site plan of the project for review in accordance with the following procedure. These items shall be received in the Department of Community Development not less than thirty (30) calendar days prior to a regularly scheduled meeting of the Planning Commission at which meeting the site plan is to be formally submitted for review.

NOTE: Not actually deleted, but moved. See page 13 herein.

applicable, landscape plan and irrigation plan, building elevations, floor plans, and sign details. Site plans shall be designed to meet all applicable provisions of this Ordinance.

15-6 CHANGE IN USE/OCCUPANCY

To ensure compliance with the provisions of this Ordinance, an administrative site plan review and approval by the Director of Community Development shall be required in the following instances prior to making any modifications to the land and/or structure:

(a) for commercial, industrial, business, multi-family, townhouse or institutional uses, minor expansions and renovations, which increase the gross floor area or parking lot up to thirty percent (30%);

(b) changes in occupancy from a less intense class or kind of use to a more intense class or kind of use; or,

(c) changes in use or expansion of the size or number of structures or the amount of land affected by a use.

Some changes in use and change in occupancy may initiate the need for compliance with provisions of the Land Use and Development Ordinance such as parking, landscaping, stormwater management, signage, etc. The proposed administrative site plan shall not be approved unless the site plan is presented in a manner or revised in a manner to be compliant with said regulations.

NOTE: Provides more detail re: Admin Site Plan Review for adaptive reuse/change in use and/or occupancy.

NOTE: Renumbered the sections found below.

15-7 WAIVER

Deleted: 6

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

15-8 ISSUANCE OF SITE DISTURBANCE PERMIT

Deleted: 7

Each person, firm, corporation, utility, entity or agent thereof preparing to engage in any site preparation and/or construction activities shall acquire a site disturbance permit from the Department of Community Development prior to commencement of such activities as established pursuant to the provisions of this Article and no such activity shall commence prior to the approval of a site plan by the Planning Commission or administrative review by the Director of Community Development as required in *Article 15, Site Plan Review* § 15-1. Fees for said permit and permit extension requests are enumerated in *Article 34, Schedule of Fees.*

15-9 BOND REQUIREMENT FOR OFF-SITE IMPACTS Deleted: 8

(a) Whenever a person, firm, corporation, developer or other entity proposes to develop a commercial, public, semi-public or multi-family, or mixed use project that, in the opinion of the Director of Community Development constitutes a land disturbing activity which may pose a risk of drainage and/or siltation damage outside the boundaries of the project, such person, firm, corporation, developer or other entity conducting the land disturbing activity shall be required to submit a non-cancelable performance bond in the name of the permittee, a letter of credit or cashier's check, to the City prior to the issuance of a site disturbance permit.

(b) At the time of the site plan approval, the bond shall become effective and shall extend for a period of at least two (2) years following the issuance of the certificate of occupancy by the City. The bond shall be in the amount of twenty percent (20%) of the total cost for the performance of all site work. Said bond shall cover drainage, erosion and siltation damage, if any.

(c) The Director of Community Development or other administrative official as designated by the City Council shall determine the prescribed bond, as well as, the adequacy and the security thereon.

15-10 RELEASE OF BOND Deleted: 9

(1) At the expiration of two (2) years from the issuance of the Certificate of Occupancy, the Director of Community Development and the Site Containment Officer or designee of the Building Official shall determine if the drainage design implementation of the project has:

(a) Been performed in accordance and continues to functions within the parameters of the design standards as set forth by the project engineer;

(b) Had any impact on any streams, waterways, or third parties that have been minimized through mitigation efforts;

(c) Received from the project engineer a certificate of performance which states the drainage facilities have been constructed in accordance with the plans, specifications, and engineering guidelines.

(2) The City may release the developer and/or the bondholder from further obligations under said bond based upon the evaluation and recommendation of the Director of Community Development, Environmental Programs, and

the City Engineer.

(3) If it is determined that the requirements of this section have not been met, then the bond may be extended for one six (6) month interval to allow the developer and/or bondholder additional time to correct the deficiencies which prohibit the release of bond. If the site contractor is unable and/or unwilling to satisfy the deficiencies as enumerated by the Director of Community Development, City Engineer and Environmental Programs, the entire bond shall be forfeited with the bond being payable to the City of Daphne for the direction of such work and/or activities necessary for the completion of the improvements. The developer and/or bondholder of the property thereof shall be liable for any additional cost incurred.

15-11 ISSUANCE OF BUILDING PERMIT Deleted: 10

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

15-12 FEES & APPLICATION WITHDRAWAL PROCEDURES Deleted: 11

An application for site plan review, site disturbance permit and extension requests shall be accompanied by the appropriate fee as specifically enumerated in *Article 34, the Schedule of Fees.* If, for any reason, an item scheduled for initial presentation before the Planning Commission is requested to be tabled or withdrawn within seven (7) calendar days of submission to the Department of Community Development, then the application fee will be credited toward re-submittal of the application; however, beyond the seven (7) calendar day period, fees shall not be refunded nor credited toward subsequent submittals. The request to withdraw or table the item shall be submitted in writing to the Department of Community Development prior to the scheduled hearing date.

15-13 CERTIFICATE OF OCCUPANCY

(1) When all required improvements are installed in accordance with the site plan and specifications approved by the Planning Commission, the developer or general contractor shall request a final inspection by the design engineer and the registered landscape architect. After the inspections have been completed, each (i.e., the design engineer as well as the registered landscape architect) shall forward a letter of compliance and as-built drawings to the Director of Community Development. Upon receipt thereof the Director or his/her duly authorized representative and all related staff shall inspect the site to determine if all required improvements have been satisfactorily installed. Upon receiving satisfactory inspection reports from applicable staff the director shall thereafter sign the Certificate of Occupancy.

NOTE: The original language was modified from 15-4 and amended to clarify the C.O. process.

(2) Upon receiving an unsatisfactory inspection report, staff and the contractor shall collaborate to determine measures to resolve the deficiencies that exist. If the site inspection report from staff denotes minor improvements which in the opinion of staff can be covered by a surety and a future site inspection within a six (6) month period, then the developer shall have an option to provide such surety to the Community Development Director. Upon receipt of the aforementioned surety and all other passing inspection reports the Director shall thereafter sign the Certificate of Occupancy.

i. Said surety shall be accompanied by a certified cost estimate for specified improvements prepared by the professional whose work has been identified as deficient, i.e., the civil engineer for civil site work or the landscape architect for landscaping. The surety shall be a cashier's check or a money order from an Alabama lending institution and it shall be in the amount of one hundred and fifty percent (150%) of the estimated cost.

NOTE: Provides the option to submit a surety for minor improvements or deficiencies.

(3) When all required improvements are installed in accordance with the surety, the developer or general contractor shall request a final inspection by the appropriate persons. After the inspections have been completed, he/she shall forward a letter of final compliance and as-built drawings to the Director of Community Development. Upon receipt thereof the Director or his/her duly authorized representative and all related staff shall inspect the site to determine that all required improvements have been satisfactorily installed. Upon receiving satisfactory inspection reports from applicable staff the director shall release the surety.

ARTICLE XVII
PROCEDURES FOR SUBDIVISION REVIEW

17-1 PRE-APPLICATION & PRE-CONSTRUCTION CONFERENCES

(a) Pre-Application Conference:

Whenever the subdivision of a tract of land within the extraterritorial planning jurisdiction of the Planning Commission is proposed, the subdivider should consult informally with the planning staff of the City of Daphne and Baldwin County, prior to submittal with the Planning Commission(s) to ensure compliance with the required regulations. No fee shall be charged for the review and no formal application shall be required.

(b) Pre-Construction Conference:

After preliminary plan approval and before the issuance of a site disturbance permit, a pre-construction conference shall be held between the developer, contractors, the representatives from the Departments of Community Development, Building Inspections, the City Engineer, Environmental Programs, Riviera Utilities, Daphne Utilities, any other applicable public or private utility company, local, state, and/or federal agency. At the pre-construction conference, participants will discuss issues related to permitting, construction safety, general expectations during construction, final inspection protocol, etc.

17-2 MASTER PLAN SUBMITTAL

Any subdivision or development which is to be developed in phases or units shall require a master plan of the proposed subdivision or development which shall be submitted to the Planning Commission for approval prior to submitting a preliminary plat application.

The subdivider shall submit to the Department of Community Development a written request for review and approval by the Planning Commission and a copy of said master plan. The master plan shall be of sufficient detail to show the proposed street, sidewalk and lot layout, drainage, utilities, detention, common open space and recreational areas, sanitary sewer collection system, i.e., low pressure system or gravity sewer, and landscaped areas.

NOTE: Added open space and sanitary sewer collection system.

(d) Department of Community Development Review:

The Department of Community Development shall proceed with the preliminary plat review as follows:

(1) Plat Study:

During the thirty (30) calendar days prior to the next regularly scheduled meeting, the City Engineer, Bureau of Fire Prevention, Riviera Utilities, Daphne Utilities, Environmental Programs and any applicable utility company, local, state, and/or federal agency shall review plans and submit recommendations to the Director of Community Development prior to the initial hearing on the preliminary plat.

NOTE: Broadens applicability to include any project.

(a) Whenever a person, firm, corporation, developer or other entity proposes to develop any project that, in the opinion of the Director of Community Development, constitutes either a land disturbing activity which may pose a risk of drainage and/or siltation damage outside the boundaries of the project, such person, firm, corporation, developer or other entity conducting the land disturbing activity shall be required to submit a non-cancelable performance bond in the name of the permittee, or a letter of credit or cashier's check, to the City prior to the issuance of a Site Disturbance permit.

Deleted: a commercial, public, semi-public or multi-family, or mixed use

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(b) At the time of the preliminary plat, the bond shall become effective and shall extend for a period of at least two (2) years following final plat approval by the Planning Commission. The bond shall be in the amount of one hundred and fifty percent (150%) of the total cost for the performance of all site work. Said bond shall cover drainage, erosion and siltation damage, if any.

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NOTE: Increases bond requirement for off-site impact.

(c) The Director of Community Development or other administrative official as designated by the City Council shall determine the prescribed bond, as well as the adequacy and the security thereon.

(2) Notice of Public Hearing:

The Planning Coordinator or designee of the Director of Community Development shall distribute public notice of the time and place of the hearing and shall send notice of public hearing on said preliminary plat by certified mail to the owner of record, the subdivider, and the owners of record of abutting land at least five (5) calendar days prior to the hearing.

(2) Said approval shall be authorization to begin work, to proceed with the construction of all minimum improvements as enumerated in *Article 11, Minimum Standards and Required Improvements*, including the grading of streets, and staking of lots, etc.

(3) Preliminary plat approval does not constitute final plat approval nor does it authorize official recording of the plat nor does it constitute or effect an acceptance by the City of Daphne of any street or other open space shown on the preliminary plat.

(4) When all required improvements are installed the developer or owner shall in accordance with *Article 11, Minimum Standards and Required Improvements*, request a final inspection by the design engineer, the registered landscape architect, all applicable City departments, public and/or private utility companies, and when applicable, Baldwin County officials. Said inspections shall be conducted prior to submitting an application for final plat approval. Final inspection reports shall be provided with the application for Final Plat approval.

17-4 FINAL PLAT APPLICATION

(a) Subdivider's Responsibility:

Within one (1) year of the date of preliminary plat approval or prior to the expiration of an extension granted by the Director of Community Development or the Planning Commission as prescribed in *Section 17-3, Effect of Preliminary Plat Approval*, the subdivider shall submit the following to the Department of Community Development:

(1) File the required application on the prescribed forms;

(2) Submit a copy of the final plat and as-built drawings of the site in accordance with *Section 17-3, Plat Content*;

NOTE: Moved Final Plat Application provisions (from page 20) to improve the flow of information.

(3) Submit a petition for street acceptance on prescribed forms accompanied by a street maintenance bond in an amount equal to twenty percent (20%) of the total street, utility, and drainage improvements in the subdivision; certification of improvements form signed and sealed by the design engineer and a street test report from an independent testing laboratory noting satisfactory condition of the street;

(4) Submit filing fee as enumerated in *Article 34, the Schedule of Fees*;

(5) Private restrictive covenants and deed restrictions;

(6) All inspection reports and permits; and,

(7) Applicable test reports.

These items shall be received in the Department of Community Development not less than thirty (30) calendar days prior to a regularly scheduled meeting of the Planning Commission at which meeting the subdivision plat is to be formally submitted for review.

(b) Final Plat Content:

The final plat shall conform to the conditions of the approved preliminary plat. The final plat shall show sufficient detailed data to readily determine and to accurately reproduce on the ground the location, bearing and length of every street line, lot line, boundary line, block line, and building line.

The plat shall be clearly drawn on a 24 x 36 inches sheet, at a scale of not less than one hundred (100) feet to the inch, and shall contain all information shown on the current departmental check list for a final plat (see Appendix), which may be modified at the discretion of the Director of Community Development when applicable.

(c) Fees and Application Withdrawal Procedures:

Said fees and procedures are as prescribed in *Article 17-3, Fees & Application Withdrawal Procedures*, herein.

(d) Financial Guarantees of Performance in Lieu of Full Installation of Minor Improvements:

(1) The subdivider shall be responsible for the full installation of all required minimum improvements. Prior to the submission of a final plat application all major infrastructure improvements shall be installed. The following may be covered by a financial surety where found appropriate by city staff: final wearing surface; street lights, provided that a "paid in full" service invoice is submitted with the application; and/or minor landscape and streetscape items.

i. With regard to the delayed installation of minor landscape and/or streetscape, one (1) of the following may be accepted as a financial guarantee payable to the City of Daphne: a letter of credit or certified check from an Alabama lending institution in the amount of one hundred and fifty percent (150%) of the cost of the required improvements that remain unfinished.

ii. With regard to the installation of the final wearing surface, a surety may be accepted as a financial guarantee payable to the City of Daphne. Contingent upon a favorable recommendation by the City Engineer, the surety may be eligible for release twenty four (24) months after the installation of the final wearing surface.

One (1) of the following may be accepted as a financial guarantee payable to the City of Daphne: a letter of credit or certified check from an Alabama lending institution in an amount of one hundred and fifty percent (150%) of the cost of the final wearing surface.

(2) A cost estimate for any remaining civil improvements shall be certified and submitted by the design engineer with the application for final plat approval; a cost estimate of any remaining landscaping and/or streetscape improvements must be certified and submitted by the professional landscape architect with the application for final plat approval and the financial guarantee.

(3) Sidewalks around all common areas shall be installed prior to final plat approval. A surety for all remaining sidewalk improvements shall be determined as provided in Section (c) Maintenance Bonds Subsection (2) provided herein.

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NOTE: Eliminates the 90% provision. Now proposes certain items that can be bonded.

Deleted: except sidewalks in the proposed subdivision prior to the submission of a final plat application to the Planning Commission or after no less than ninety percent (90%) of the minimum improvements have been installed, the subdivider may issue a financial guarantee with surety to the City of Daphne that the remaining minimum improvements shall be completed.

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NOTE: renumbered (was 2-4). Adds subsections for landscape, street scape and final wearing surfaces.

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(e) Maintenance Bonds: Deleted: (b)

(1) Street Maintenance Bond. The developer/owner shall submit to the Department of Community Development a Street Maintenance Bond payable to the City of Daphne which shall be valid for a period of two (2) years. The bond shall be in an amount equal to twenty percent (20%) of the total street, utility, and drainage improvements in the subdivision. Said bond shall be required as a condition to dedication and acceptance of any new streets within the corporate limits. The Director of Community Development or the City Engineer or other administrative official as designated by the City Council shall determine the adequacy of said bond and security thereon.

The Street Maintenance Bond period shall begin upon the acceptance of the street and drainage improvements by resolution of the City Council. No less than thirty (30) calendar days prior to the expiration of said maintenance bond, an inspection shall be conducted by the City Engineer and the Environmental Programs to ensure that the improvements are in satisfactory condition prior to acceptance.

The Director of Community Development, upon receipt of recommendations of the City Engineer and Environmental Programs, may release or extend a street maintenance obligation. An extension of the Street Maintenance Bond shall be for a period of time no greater than one (1) year. Upon approval of an extension of the original Street Maintenance Bond period, the developer/owner or assign thereof shall submit to the Department of Community Development sufficient proof of the extended bond, and the Director of Community Development or the City Engineer shall determine the adequacy of said extended bond and security thereon.

(2) Sidewalk Installation Bond. If applicable, the developer/owner shall submit to the Department of Community Development a Sidewalk Installation Agreement, a cost estimate for all undeveloped portions of the planned sidewalk network certified by the project civil engineer, and a financial guarantee of performance to be used by the City of Daphne which shall be valid for a period of two (2) years. The Sidewalk Installation Bond shall be in an amount equal to two hundred percent (200%) of the cost of the required sidewalk improvements for the applicable phase of the subdivision. The Director of Community Development or the City Engineer or other administrative official as designated by the City Council shall determine the adequacy of said bond and security thereon.

The developer/owner may request renegotiation of the Sidewalk Installation Agreement with the City once fifty percent (50%) of the planned sidewalk network has been constructed. If the planned sidewalk network is not fully installed prior to the expiration date of the Sidewalk Obligation Bond period, or any extension thereof, the City shall cause the sidewalk network to be completed using the funds from the bond.

Prior to the original expiration date of the Sidewalk Obligation Bond period, the developer/owner or assign thereof may submit a request to the Director of Community Development for an extension of the original sidewalk obligation. The sidewalk obligation may be extended beyond the originally specified period with sufficient cause as documented by the developer or assign as follows:

i. Small Subdivisions. Any recorded subdivision or subdivision phase with less than one thousand (1,000) linear feet of sidewalk shall not qualify for an extension.

ii. Medium Subdivisions. Any recorded subdivision or subdivision phase with over one thousand (1,000) linear feet of sidewalk but less than five thousand (5,000) linear feet of sidewalk shall be eligible for a 12-month extension.

iii. Large Subdivisions. Any recorded subdivision or subdivision phase with over five thousand (5,000) linear feet of sidewalk shall be eligible for a 24-month extension.

Upon approval of an extension of the original Sidewalk Obligation Bond period, the developer/owner or assign thereof shall submit to the Department of Community Development sufficient proof of the extended bond, and the Director of Community Development or other administrative official as designated by the City Council shall determine the adequacy of said bond and security thereon.

The Director of Community Development, upon the receipt of recommendations of the City Engineer and Environmental Programs, may release any Sidewalk Installation Bond obligation or portion thereof.

(f) Department of Community Development Review:

The Department of Community Development shall proceed with the final plat review as follows:

NOTE: Moved this language. Located on pages 16 and 17 herein.

Deleted: (c) Subdivider's Responsibility:¶
¶
Within one (1) year of the date of preliminary plat approval or prior to the expiration of an extension granted by the Director of Community Development or the Planning Commission as prescribed in *Section 17-3, Effect of Preliminary Plat Approval*, the subdivider shall submit the following to the Department of Community Development: ¶
¶
<#>File the required application on the prescribed forms; ¶
<#>Submit a copy of the final plat and as-built drawings of the site in accordance with *Section 17-3, Plat Content*; ¶
Page Break
<#>Submit a petition for street acceptance on prescribed forms accompanied by a street maintenance bond in an amount equal to twenty percent (20%) of the total street, utility, and drainage improvements in the subdivision; certification of improvements form signed and sealed by the design engineer and a street test report from an independent testing laboratory noting satisfactory condition of the street; ¶
<#>Submit filing fee as enumerated in *Article 34, the Schedule of Fees*; ¶
<#>If applicable, submit a financial guarantee of performance of the remaining ten percent (10%) of the minimum improvements, except sidewalks, and a certified cost estimate of any/all remaining work to be completed; ¶
<#>Private restrictive covenants and deed restrictions; ¶
<#>All inspection reports and permits; and, ¶
<#>Applicable test reports.¶
These items shall be received in the Department of Community Development not less than thirty (30) calendar days prior to a regularly scheduled meeting of the Planning Commission at which meeting the subdivision plat is to be formally submitted for review. ¶
¶
(d) Final Plat Content: ¶
¶
The final plat shall conform to the conditions of the approved preliminary plat. It shall show sufficient detailed data to readily determine and to accurately reproduce on the ground the location, bearing and length of every street line, lot line, boundary line, block line, and building line.¶
¶
The plat shall be clearly drawn on a 24 x 36 inches sheet, at a scale of not less than one hundred (100) feet to the inch, and shall contain all information shown on the current departmental check list for a final plat (see Appendix), which may be modified at the discretion of the Director of Community Development when applicable.¶
¶
(e) Fees and Application Withdrawal Procedures:¶
¶
Said fees and procedures are as prescribed in *Article 17-3, Fees & Application Withdrawal Procedures*, herein.¶
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(1) Plat Study:

During the thirty (30) calendar days prior to the next regularly scheduled meeting, the Department of Community Development shall review the final plat for compliance with the subdivision regulations and submit any recommendations to the Planning Commission at its meeting.

(2) Commission Action:

The final plat is considered to be formally and officially submitted at the regularly scheduled meeting of the Planning Commission. At this meeting, the Commission may either:

(a) Approve the final plat.

(b) Disapprove the final plat:

Such action may result if the final plat is found to be in conflict with the approved preliminary plat or with the subdivision regulations.

A statement of the reasons for disapproval shall be forwarded by letter to the subdivider and one copy being filed in the records of the Department of Community Development. No certificate of approval shall be given. The subdivider may resubmit the final plat application for another hearing after the corrections as noted by the Planning Commission have been made to the plat.

(c) Delay action on the final plat:

The Commission shall act to approve or disapprove a subdivision plat within thirty (30) calendar days after its formal submission at a regularly scheduled Planning Commission meeting. If the applicant waives this requirement and consents to an extension, then the Commission may delay action on the plat up to thirty (30) additional calendar days.

If no action is taken within the initial thirty (30) calendar day period, or if no action is taken upon the (30) thirty calendar day extension, said plat shall be deemed to have been approved and correspondence to that effect shall be issued by the Commission on request.

(3) Records:

In any case, the Planning Commission shall retain one (1) copy of the final plat as presented to the Planning Commission in its files with indication in writing of the action taken at the hearing.

If any of the requirements of these regulations are modified or waived, they shall be specified and the reasons therefore given.

NOTE: Reformatted to make this a subsection of its own.

17-5 EFFECT OF FINAL PLAT APPROVAL.

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(a) Approval of the final plat by the Planning Commission shall authorize the owner, subdivider, or his agent, to have said plat recorded in the Office of the Judge of Probate of Baldwin County.

(b) The plat shall be filed prior to the sale of any lot in the subdivision. Copies of all private covenants, deed restrictions, and certifications shall be filed with the final plat. Once approval has been given and endorsed in writing on the plat by the Planning Commission and/or the Director of Community Development, no changes, erasures, modifications or revisions shall be made on said plat.

(c) In the event that any subdivision plat, when recorded, contains changes which have not been approved by the Planning Commission, said plat shall be considered null and void, and the Planning Commission shall then file the corrected plat as approved, noting the reason for such filing. Any erasures made on a plat prior to its signing shall be initialed and dated by the Planning Commission Chairman or other authorized agent and/or the Director of Community Development, at the time of the signing.

(d) The approval of the final plat shall be recorded within a period of one (1) year following the date of such approval. Upon recording, the owner or developer shall furnish to the Department of Community Development a copy of the recorded plat and recorded restrictive covenants. Additionally, the Articles of Incorporation for the establishment of a property owner's association shall be furnished to Community Development upon recording. In any event, the developer or assign thereof shall guarantee that the sidewalk installation surety is sufficient in cost and that said surety shall be valid for a period of two years after the first building permit is issued by Building Inspections.

(e) Approval and recordation of the final plat does not result in the acceptance of any street or other public space shown on the plat. Council resolution accepting dedication of streets is required as noted in *Section 17-6*. In the event that the subdivider proposes to privately

NOTE: Adds statement re: private drives.

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maintain the street right(s)-of-way and drainage and utility easements, the developer shall state on the final plat the entity that will maintain said infrastructure. Such information shall also be included in the trust indentures.

17-6 STREETS - PROCEDURE TO ACHIEVE LEGAL STATUS AS A PUBLICLY MAINTAINED RIGHT-OF-WAY.

(a) The City of Daphne shall not accept, open, improve, maintain, grade or light any street right(s)-of-way and/or drainage and utility easement; authorize water mains, sanitary sewer, or connections to be made to any street, unless:

(1) The street right(s)-of-way is a part of a subdivision plat approved by the Planning Commission; and,

(2) Such street has been accepted or otherwise granted the legal status of a public street; and,

(3) The right(s)-of-way corresponds with a street shown on the Comprehensive Plan; and,

(4) Petition for acceptance and dedication of the street right(s)-of-way and drainage and utility easement(s) has been accepted and adopted by City Council Resolution.

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NOTE: Also propose to make this a subsection.

(4) Acreage in a tabular format:

Sample Table

	Existing		Proposed	
	Acres	%	Acres	%
Total Area				
Building				
Pavement				
Impervious total				
Pervious total				
Wetlands				
Common area				
Recreation area				

B. Provision for Additional Engineer's Review:

The intent of this provision is to protect and improve water quality and stream conditions within the City of Daphne, particularly those on the ADEM 303(d) List of Impaired Streams. The purpose of this provision is to mitigate the impact of potential or future development in support of the Daphne MS4 permit program and to uphold the provisions of this article.

NOTE: Shifts the responsibility to the City engineer in lieu of the Planning Commission

Where deemed appropriate by the City Engineer, any drainage and stormwater management plan submitted for review by the Planning Commission that could impact a stream listed on the ADEM 303(d) Impaired Streams list, may be subject to an additional review by a qualified professional civil engineer with experience in stormwater management (consultant engineer). The applicant/developer/owner may be required to modify stormwater and drainage plans to accommodate the recommendations of the consultant engineer.

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NOTE: Establishes a time frame for payment

All costs incurred for this additional engineer's review shall be paid by the developer/owner/ applicant prior to the submittal of any subsequent application for review.

NOTE: Proposes a supplemental surety requirement to requests for a stream or wetland buffer zone modification.

(4) Any request for a modification to any stream or wetland buffer zone shall be reviewed by the Planning Commission. The design engineer must demonstrate the need for the proposed modification through safety or design specifications. Each request will be considered on a case by case basis. If a stream or wetland buffer zone modification is approved, the project developer shall provide a bond in an amount determined by the Planning Commission on a case by case basis. The contractor selected to perform work within the specified stream or wetland buffer area shall carry Errors and Omissions Insurance at a minimum coverage of at least one million dollars ($1,000,000). The bond and proof of said coverage shall be provided prior to the issuance of the Site Disturbance Permit.

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(5) Existing subdivisions platted, prior to the acceptance of this ordinance, are grandfathered from the buffer requirements.

(6) Individual property owners within existing subdivisions shall be responsible for compliance with US Army Corp of Engineers 404 Wetland Regulations. *At any time during or prior to site disturbance, if it is determined by the City of Daphne or a consultant thereto that the parcel potentially has wetlands,* the City shall require a wetland delineation of the parcel.

E. Operations in Lakes or Natural Watercourses:

Land-disturbing activity in connection with construction, in, on, over, under a lake, or natural watercourse shall be planned and conducted in such a manner as to minimize the extent and duration of disturbance of the stream channel. Any and all state and federal permits for such activities shall be obtained and submitted to the City prior to issuance of the Site Disturbance Permit.

F. Permanent Downstream Protection of Stream Banks and Channels:

Provision shall be made for the permanent protection of off-site stream banks and channels from the erosive effects of increased velocity and volume of stormwater runoff resulting from certain land-disturbing activities.

G. Phasing and Platting:

The effective acreage for a project is not limited to a fractional part of the total concept, rather if a project is developed in phases of small plats, the total acreage of the conceptual project shall be considered. Phasing is required on all site disturbance areas of seventeen and one half (17.5) acres, i.e., seven hundred-fifty thousand square feet (750, 000 sq. ft.) or more. The size of each phase will be limited to 17.5 acres or as deemed appropriate by the

Planning Commission. The Planning Commission may allow exceptions to the phasing requirement on a case by case basis. In such case, the design engineer shall provide enhanced construction best management practices to ensure maximum mitigation to prevent off-site and water quality impacts.

(3) Said meetings of said Board shall be held at the call of the Chairman and at such other times as said Board may determine.

The Chairman, or in his/her absence, the acting Chairman, may administer oaths and compel the attendance of witnesses by subpoena.

(4) All meetings shall be open to the public and are governed by the Alabama Open Meetings Act 2005- 40, as amended.

(5) Said Board shall keep minutes of its proceedings, show the vote of each member upon questions, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the Office of the City Clerk and shall become public record.

(f) Duties and Powers:

The Board shall have the following duties and powers:

(1) Administrative Appeal:

To hear and decide appeals where it is alleged there is error in any order, requirement, decision, or determination made by the Director of Community Development, Zoning Enforcement Officer, Code Enforcement Officer or other administrative official, involved in the enforcement of this Ordinance.

(2) Special Exceptions:

To hear and decide special exceptions to the terms upon which said Board is required to pass under this Ordinance. Such special exception may be granted in such individual case upon finding by the Board that:

(a) The overall development would be in harmony with the vicinity; and orderly.

(b) Adequate utilities and public services are available.

(c) The use would not create an adverse impact to the health, safety and public welfare of the vicinity.

(d) Mitigating efforts exist to reduce any potential minor impacts to the vicinity.

NOTE: provides considerations for approval.

official, involved in the enforcement of this Ordinance.

21-3 LIMITATION, WITHDRAWAL, CITIZEN APPEALS

(a) A property owner, or his/her appointed agent, shall not initiate action for a hearing before the Board relating to the same parcel of land, for which the request was not approved by the Board, more often than once every twelve (12) months on the same request.

(b) Any petition for a hearing before the Board may be withdrawn prior to action thereon by the Board at the discretion of the person initiating such a request upon providing written notice to the Recording Secretary of the Board.

(c) Any person or persons severally or jointly aggrieved by any decision of the Board may, within fifteen (15) calendar days thereafter, make an appeal to the circuit court or the like jurisdiction, by filing with the Board of Zoning Adjustment a written notice of appeal specifying the judgment or decision from which appeal is taken.

21-4 FEES

An appeal to the Board of Zoning Adjustment for administrative review, special exception, variance, in addition, the actual costs for legal advertisements of the request and notifications to parties in interest shall be accompanied by the appropriate fee as more specifically enumerated in *Article 34, Schedule of Fees.*

Fees paid for appeals to the Board of Zoning Adjustment in accordance with *Section 21-1, Subsection (f), (1), Administrative Review*, after the Board has acted on an appeal may be returned to the appellant by resolution of the City Council, if the Board has ruled in favor of the appellant, and it is deemed appropriate to do so.

NOTE: Provides a12-month wait period to all appeal types to reapply rather than just one type appeal.

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NOTE: adds clarification

ARTICLE XXX
PLANNED UNIT DEVELOPMENT DISTRICT

30-1 GENERAL

The Planned Unit Development (PUD) District is designed to permit flexible development of projects which are comprehensively planned as a single development with a functional master development plan which fully considers the entire site as an integrated project and gives broad consideration to impacts and relationships to surrounding areas. The PUD District permits flexibility in locating buildings, mixtures of building types, land uses and open spaces. In permitting such flexibility, the City Council should consider goals in the City comprehensive plan and other broad public benefits demonstrated in a master development plan. Upon recommendation by the Planning Commission or with sufficient cause, the City Council may attach conditions to a master development plan proposed for a PUD to safeguard the public health, safety, morals and general welfare of the City of Daphne.

In theory, a PUD zoned development, could modify (increase or decrease) the minimum setbacks, lot area and lot width, increase building height, minimum sidewalk and street standards, minimum parking requirements, while providing a more desirable area for open space and amenities for public and private use. Where such flexibility is permitted as established in this section and in the subdivision regulations, PUD project design and construction shall follow a PUD General Plan which shall be prepared in accordance with the development procedure prescribed in this Article. Where PUDs are permitted, regulations adapted to the unified development are intended to accomplish the purposes of zoning and subdivision regulations.

Overall, the City desires PUD zoning to produce development that is superior to development designed under conventional zoning and subdivision regulations. Each PUD should provide public benefits that promote the best interest of the city. In general, a public benefit shall be construed as one which furthers the goals and objectives provided in the city's master plan. The city's master plan includes the comprehensive plan, unified development code, transportation plan, capital improvement plan, or other plans of a similar nature.

NOTE: Adds more information regarding the requirement for public benefit.

30-2 PURPOSE

The purpose of this Article is to provide standards for the Planned Unit Development (PUD) zoning district, and to provide the procedures for PUD review and amendment.

Fees
Article 34

ARTICLE XXXIV
SCHEDULE OF FEES

34-1 FEES

With the exception of sign permits, the following is a schedule of fees assessed by the Department of Community Development in the administration of the Land Use and Development Ordinance. Sign permit requests shall be reviewed by the Code Enforcement Officer as provided in *Article 33, Sign Provisions.*

NOTE: Proposes to increase fees for inspections and reinspections

Description	Fee
Administrative Review Request-BZA	$300.00
Annexation with R-1 zoning	n/a
Annexation with Zoning Petition[a]	$500.00
Certificate of Occupancy Request for Final - Inspection[c]	$1,000.00
Certificate of Occupancy Request for Final - Reinspection[c]	$1,000.00
Final Plat Application (Includes Final Inspection)[c]	The greater of $2,500.00 or $50 per lot
Final Plat Request for Reinspection[c]	The greater of $2,500.00 or $50 per lot
Grand Opening Sign Permit	$25.00
Master Plan Review or Master Plan Amendment Review	$50.00
Mobile Home Park Annual License	Contact Revenue Department
Mobile Home Park Application	See Site Plan
Notice to Public by Certified Mail Per adjoining property owner plus one	Standard Rate of USPS
Plat Amendment	$100.00
Preliminary or Preliminary/Final Plat Application[a]	$300.00
Public Hearing Advertisement Fee	$125.00
Request for the Extension (Site Plan or Preliminary Subdivision Plat approval)	$100.00 per request
Request for the Extension of Reversionary Period	$500.00
Sign Permit	$2.50 per square foot (minimum $25.00)

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Site Disturbance Permit Said fee is based upon site costs, not to include cost of building construction. Application shall be accompanied by a cost estimate of incomplete work certified by the project engineer.	$20.00 application fee plus $5.00 per $1,000 or fraction thereof
Site Plan Application	$500.00
Site Plan Renewal/Extension Fee	$100.00
Special Exception Application[a]-BZA	$300.00
Subdivision Per Lot Fee	$20.00
Subdivision Plat Exemption and/or Modification	$50.00
Vacation of Easement and/or Right-of-Way	$200.00
Variance Application[a]-BZA	$300.00
Zoning Amendment Application[a]	$500.00

NOTES:

a. Any application which requires a public hearing shall be assessed a fee determined as follows: [application fee + ((public notice fee) x (number of adjacent properties, plus one)) + $125.00].
b. Subdivisions requiring a public hearing shall be calculated as above plus an additional fee for each lot (number of lots) x (per lot fee).
c. Sign permit applications shall be submitted to the City of Daphne Revenue Department.
d. Mobile Home Park Annual License shall be submitted to the City of Daphne Revenue Department.
e. All final inspection/reinspection fees shall be paid by the developer or contractor prior to Community Development Director signing any Certificate of Occupancy and/or any Final Plat.

NOTE: Adds final plat reinspection fees

COMMUNITY DEVELOPMENT
INTERNAL MEMORANDUM

Daphne
ALABAMA

DATE: October 30, 2023

TO: Office of the City Clerk

FROM: Adrienne Jones, AICP, Director of Community Development AJ

SUBJECT: Official City of Daphne Zoning Map Update

At the October 26, 2023 regular meeting of the City of Daphne Planning Commission, six members were present. The motion carried unanimously to set forth a favorable recommendation to approve the Official City of Daphne Zoning Map (codifications were approved between June 1, 2021 through October 31, 2023).

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

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

Thank you,
ADJ/jv

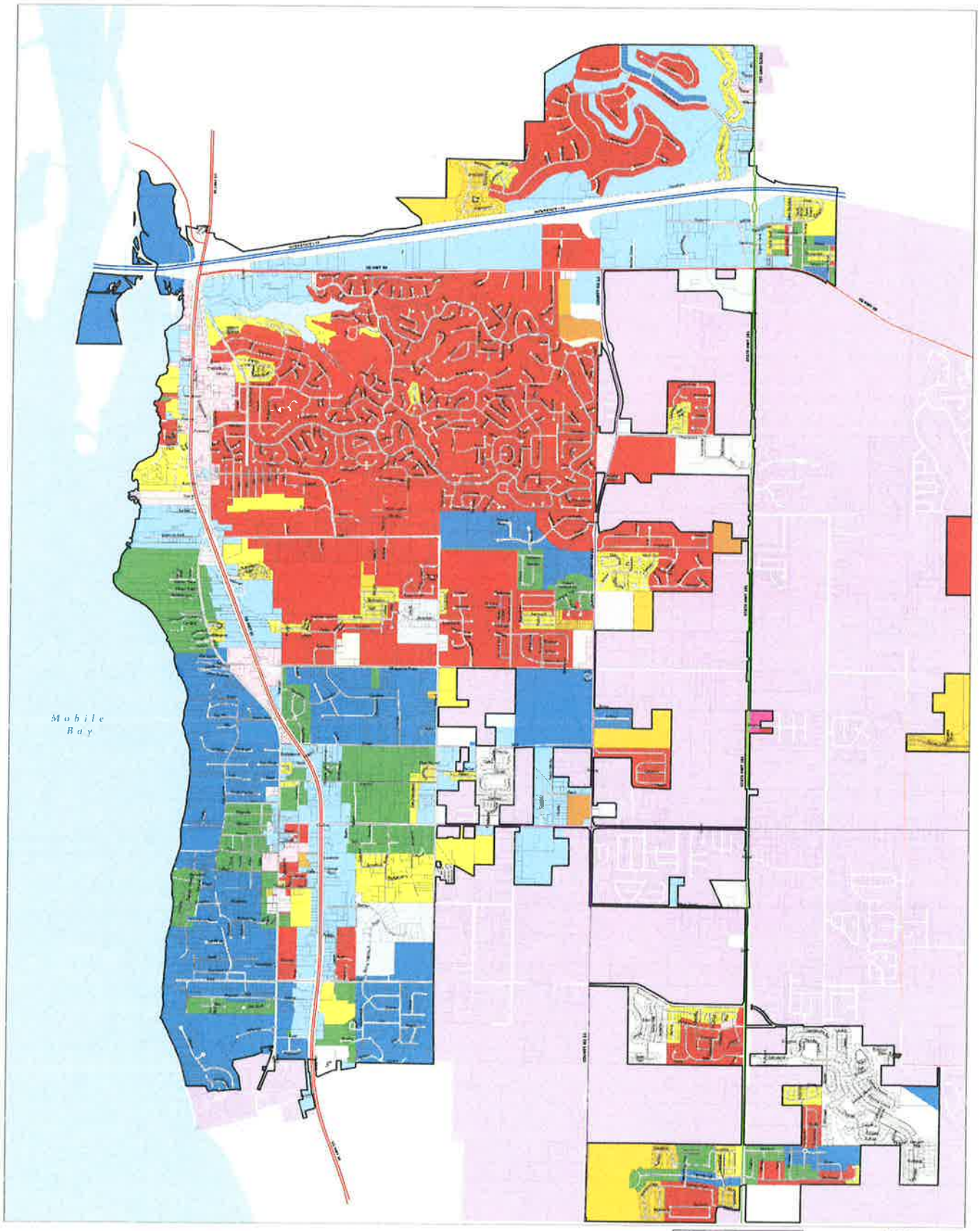
Attachment(s)

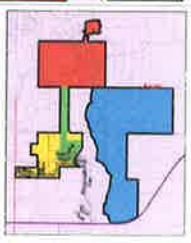
cc: file

City of Daphne Zoning Map

Per Ordinance xxxx-xx Adopted by City Council on xxx xx, 2023

N





Zoning Map Edits

Background:

This map update includes map amendments which have resulted from annexation, pre-zoning and rezonings that were been approved by the City Council between the months of June 1, 2022 to October 31, 2023.

Staff Recommendation:

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

Planning Commission Recommendation:

On October 26, 2023, the Planning Commission set forth a unanimously favorable recommendation to City Council to adopt the amended Official Zoning Map.

Legislative Annexation	Governor Approval Date	Act #	Zoning Classification	Property Size (Acres)
N/A				

Annexation by Council Action	Council Approval Date	Council Action Ordinance #	Property Size (Acres)
Ann E. Berga & Teresa Warner	07/05/22	2022-39	49.9
KJC Investments, LLC	08/01/22	2022-49	52.48
Infirmary Health Systems, Inc	01/03/2023	2022-73	36.18
Daphne Rangers Academy	06/05/23	2023-19	10.34
Roy and Cynthia Wulff Revocable Trust	07/17/23	2023-25	6
Baldwin County Commission (Belgrove Ave)	08/07/23	2023-22	0.47
Sirmon Property	08/07/23	2023-28	20
O'Gwynn Properties, LLC	09/05/23	2023-32	4.25

Prezoning	Council Approval Date	Ordinance #	Zoning Classification	Property Size (Acres)
Ann E. Berga & Teresa Warner	07/05/22	2022-38	R-6(G)	49.9
KJC Investments, LLC	08/01/22	2022-47	B-2	52.48
Infirmary Health Systems, Inc	01/03/2023	2022-72	B-2(a)	36.18
Daphne Rangers Academy	06/05/23	2023-18	C-2	10.34
Roy and Cynthia Wulff Revocable Trust	07/17/23	2023-24	B-1(a)	6
Sirmon Property	08/07/23	2023-27	R-6(G)	20
O'Gwynn Properties, LLC	09/05/23	2023-31	B-2(a)	4.25

Rezoning Petitions	Council Approval Date	Ordinance #	Old/New Zoning Classification	Property Size (Acres)
Great Magnolia Properties, LLC	07/05/22	2022-37	B-1/B-2(a)	4.03
KJC Investments, LLC	08/01/22	2022-48	B-2	3.94
Olde Towne Properties	08/01/22	2022-50	B-1(a)	0.19

December 4, 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 Steve Olen called the meeting to order at 6:00pm.

2. ROLL CALL:

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

Also Present: Jay Ross, City Attorney; Mayor LeJeune; Chief Brian Gulsby, Police; Troy Strunk, City Development; Chief Tacon, Fire; Adrienne Jones, Planning; Ange Baggett, Marketing and Events; Charlie McDavid, Recreation; Kelli Reid, Finance; Kent Ward, Junior Councilmember; Daniel Hill, Junior Councilmember; Gracie Robinson, Junior Councilmember; Troy Capstraw, Junior Councilmember; Sunny Blackwood, Junior Councilmember; and Jessica Linne, Assistant City Clerk.

INVOCATION/PLEDGE OF ALLEGIANCE

Invocation was given by Carl Donnelly, Daphne Police Department Chaplain.

PRESENTATION: Mayor LeJeune presented a plaque to Councilman Goodlin for his achievement of earning the status of Advanced Certified Municipal Official.

PRESENTATION: Chief Tacon and Mayor LeJeune presented the promotion badges to Deputy Fire Marshal Tommy Bozeman, Lieutenant Gerald Lanier, Apparatus Engineer Michael Purvis and Apparatus Engineer Bradley Reeves.

PRESENTATION: Chief Gulsby and Mayor LeJeune presented the promotion certificates to Assistant Chief Corrections Officer Lance Bradley and Telecommunicator II recipients: Brynne Anderson, Kim Hirsch, Jennifer Jackson and Katie Nelson.

3. APPROVAL OF MINUTES:

The minutes from the November 20, 2023 regular meeting were approved.

4. REPORT OF STANDING COMMITTEES:

A. FINANCE COMMITTEE

Councilwoman Phillips said the minutes from the November 20th meeting were in the packet and gave the Treasurer's Report for October 2023: Unrestricted Fund Balance-$23,473,376; Total Cash Balance-$36,679,000; Sales tax for September 2023 - $2,205,003.03; Lodging Tax for September 2023-$109,088.71; Debt Summary for October 2023: Warrants-$24,650,442; Capital Leases: General Fund-$663,174; Enterprise Fund -$723,300. She said the next meeting is December 18th at 4:30pm.

B. BUILDINGS & PROPERTY COMMITTEE

Councilman Goodlin said the next meeting is December 11th at 5:15pm.

C. PUBLIC SAFETY COMMITTEE

Councilman Hughes said the next meeting is December 11th at 4:30pm.

D. CODE ENFORCEMENT/ORDINANCE COMMITTEE

Councilman Scott said the next meeting is January 2nd at 4:30pm.

E. PUBLIC WORKS COMMITTEE
Councilwoman Conaway said the next meeting is January 2nd at 5:15pm.

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS:

A. Board of Zoning Adjustments
Mrs. Jones said the Board will meet on December 7th at 6:00pm.

B. Daphne Public School Commission
Councilwoman Conaway said there will be no meeting in December and the next meeting will be January 22nd at 5:30pm at Daphne High School.

C. Downtown Redevelopment Authority
Councilwoman Conaway said the next meeting is December 21st at 5:30pm.

D. Industrial Development Board
Councilman Scott said the next meeting is December 19th at 4:30pm.

E. Library Board
Councilman Goodlin said the next meeting is December 14th at 4:30pm.

F. Planning Commission
Councilman Olen said the next meeting is December 21st at 5:00pm.

G. Recreation Board
Councilman Hughes said the December meeting is cancelled and the next scheduled meeting is January 10th at 6:00pm.

H. Utility Board
Councilman Coleman said there will be no December meeting and the next scheduled meeting is January 31st at 5:00pm.

6. PUBLIC PARTICIPATION:

Public Participation opened at 6:17pm.

Lawrence Rozolsky, 102 Vega Circle, thanked the City for repairing the ditch behind his house.

Lynn Davis, 137 Rolling Hill Drive, thanked the Police Department for resolving the recent break-ins in Lake Forest.

Victoria Phelps, Lake Forest, wished everyone Happy Holidays and thanked all for their work with holiday events and decorations.

Public Participation closed at 6:21pm.

7. MAYOR'S REPORT:

Mayor LeJeune thanked all involved with the Tree Lighting. He mentioned the Christmas parade has been cancelled but there are still two other City events. He thanked the Junior Council for their help at the Tree Lighting and congratulated the recent promotions.

8. CITY ATTORNEY REPORT:

City Attorney mentioned the Reserve at Plantation Hills – Donation of Property and said it is a resolution that evening. He mentioned that if adopted, the resolution would be subject to the donor paying all closing costs and title insurance costs.

9. DEPARTMENT HEAD COMMENTS:

Chief Gulsby, Police, said there is an upcoming police academy graduation and mentioned "Cookies with a Cop" event on December 12th as well as "Shop with a Cop" on December 16th.

Chief Tacon, Fire, shared about an upcoming hazmat drill in the County and said the Fire Department has been busy with multiple fires and interviews for open positions.

Ange Baggett, Marketing, shared about upcoming Christmas events including Movie in the Park on December 8th and Ice Skating with Santa at the Civic Center on December 15th.

Vickie Hinman, Human Resources, said they are preparing for new overtime regulations, conducting interviews and making sure employees receive their new handbooks.

Charlie McDavid, Recreation, shared about championship updates and when Dreamcourt would begin.

Kelli Reid, Finance, shared the auditors were finished and highlighted some points from FY23.

10. CITY CLERK'S REPORT:

MOTION by Councilman Scott to approve the Women's Care Medical Center Walk-a-thon on April 6, 2024 from 8:00am – 10:00am at Village Point Park. Seconded by Councilwoman Conaway. MOTION CARRIED UNANIMOUSLY.

11. RESOLUTIONS & ORDINANCES:

A. RESOLUTIONS:

2023 – 56 – Bid Award: Project No: 2023-W-STPSU-0042(539)-Access Management on US-98 from CR-64 to Van Avenue – John G. Walton Construction Company, Inc.

2023 – 57 – Appropriation: Access Management on US-98 from CR-64 to Van Avenue - $3,417,468

2023 – 58 – Appropriation: Security Lights – Hwy 98 and Johnson Road - $10,000

2023 – 59 – Surplus: 2005 Spreader-EQ#1146/1426, 1996 Bucket-EQ#1373, 1994 Mortar Mixer-EQ#0-219, 2007 Cat Broom-EQ#1217-L, Cat (Skid Steer) Attachment

2023 – 60 – Surplus: 2015 Mack 28CY Garbage Truck-V#1550

2023 – 61 – Donation of Real Property to the City of Daphne – Reserve at Plantation Hills

2023 – 62 – Resolution Authorizing Facility Use Agreement with the Civil Air Patrol at the Overlook Building

MOTION by Councilman Coleman to waive the reading of Resolutions 2023-56, 2023-57, 2023-58, 2023-59, 2023-60, 2023-61 and 2023-62. Seconded by Councilman Goodlin. MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Scott to adopt Resolutions 2023-56 and 2023-57. Seconded by Councilman Coleman.
MOTION CARRIED UNANIMOUSLY.

MOTION by Councilwoman Conaway to adopt Resolution 2023-58. Seconded by Councilman Scott.
MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Scott to adopt Resolution 2023-59. Seconded by Councilman Coleman.
MOTION CARRIED UNANIMOUSLY.

MOTION by Councilwoman Conaway to adopt Resolution 2023-60. Seconded by Councilman Hughes.
MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Scott to adopt Resolution 2023-61. Seconded by Councilwoman Phillips.
MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Goodlin to adopt Resolution 2023-62. Seconded by Councilman Hughes.
MOTION CARRIED UNANIMOUSLY.

B. ORDINANCES:

2nd READ ORDINANCES:

2023 – 41 – Ordinance Authorizing the Execution of a Permanent Utility Easement to Daphne Utilities

2023 – 42 – Ordinance Authorizing the Execution of a Permanent Utility Easement to the Utilities Board of the City of Foley d/b/a Riviera Utilities

MOTION by Councilman Scott to waive the reading of Ordinances 2023-41 and 2023-42. Seconded by Councilwoman Phillips.
MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Scott to adopt Ordinance 2023-41. Seconded by Councilman Coleman.
MOTION CARRIED UNANIMOUSLY.

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

1ST READ ORDINANCES:

12. <u>COUNCIL COMMENTS</u>:

Councilwoman Phillips thanked Police and Fire Chiefs for recognition the promotions and Lynn Davis for sharing about how the Police Department helped. She thanked all involved with the Tree Lighting.

Councilman Hughes echoed Councilwoman Phillips' comments and thanked all City staff for the lighting event.

Councilman Goodlin thanked all first responders and City staff.

Councilman Coleman congratulated all recent promotions.

Councilwoman Conaway congratulated all promotions and thanked City staff for their work with the Tree Lighting event.

Mayor LeJeune congratulated Councilman Goodlin on his achievement and reminded everyone to lock their doors to their vehicles.

Council President Olen congratulated those promoted and Councilman Goodlin for his achievements. He thanked all who worked with the Tree Lighting event.

13. <u>ADJOURN</u>:

THERE BEING NO FURTHER BUSINESS TO DISCUSS, COUNCIL ADJOURNED AT 6:43PM.

Respectfully submitted by,

_____
Candace G. Antinarella, MMC, City Clerk

Certification of Presiding Officer,

_____
Steve Olen, Council President

BUILDINGS & PROPERTY COMMITTEE MEETING
November 13, 2023, 5:15 p.m.
City Hall, Jubilee Conference Room,
1705 Main Street, Daphne, AL 36526

MEETING MINUTES

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

MEMBERS ABSENT: Councilwoman Phillips

ALSO PRESENT: Candace Antinarella, City Clerk; Mayor LeJeune; Patrick Dungan, City Attorney; Troy Strunk, City Development; Kelli Reid, Finance; Ange Baggett, Marketing; Charlie McDavid, Recreation; Adrienne Jones, Planning; Eric Butler, Building Inspection; Ben Davis, Recreation; Ronnie Huskey, Facilities; Krista Burton, Junior Councilmember; and Emma Parvin, Junior Councilmember.

1) CALL MEETING TO ORDER / ROLL CALL

There being a quorum present Councilman Goodlin called the meeting to order at 5:18p.m.

2) MINUTES

Councilman Goodlin reviewed the minutes from the October meeting.

3) PUBLIC PARTICIPATION

No one came forward to speak.

4) BUILDING INSPECTION REPORT

Eric Butler gave the Building Inspection Report.

5) CIVIC CENTER & BAYFRONT PAVILION REPORT

Ange Baggett gave the Civic Center Report.

6) RECREATION REPORT

Ben Davis gave the Recreation Report.

7) LIBRARY REPORT

There was no report.

8) VILLAGE POINT BAYFRONT PROPERTIES REPORT

There was no report.

9) FACILITIES REPORT

Ronnie Huskey gave the Facilities Report.

10) OLD BUSINESS

11) NEW BUSINESS

Troy Strunk presented on the two ordinances for review for authorizing permanent easements.

MOTION by Councilman Hughes to recommend to Council to approve the Ordinance Authorizing the Execution of a Permanent Utility Easement to Daphne Utilities – Animal Shelter Easement. Seconded by Councilwoman Conaway.
MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Scott to recommend to Council to approve the Ordinance Authorizing the Execution of a Permanent Utility Easement to Utilities Board of the City of Foley dba Riviera Utilities. Seconded by Councilman Hughes.
MOTION CARRIED UNANIMOUSLY.

12) ANY OTHER BUILDINGS AND PROPERTY BUSINESS

Mayor LeJeune mentioned the women's memory center asked for a waiver of some fees. Council did not act on this.

13) NEXT MEETING

The next meeting is scheduled for Monday, December 11, 2023 at 5:15 p.m.

14) ADJOURN

There being no further business to discuss, the Committee adjourned at 5:39pm.

City of Daphne Building Department

2020 / 2021 / 2022 / 2023 / 2024 Comparison Report

	Fees Collected					Permits Issued					CO's Issued				
	2020	2021	2022	2023	2024	2020	2021	2022	2023	2024	2020	2021	2022	2023	2024
Oct	$93,181.87	$94,131.53	$84,303.63	$47,086.96	$83,798.35	215	357	308	192	224	11	31	40	28	32
Nov	$62,198.00	$109,387.14	$91,672.49	$50,279.03	**$27,147.62**	223	378	351	286	**166**	26	30	30	36	**24**
Dec	$233,529.32	$101,471.36	$128,605.99	$57,070.59		252	383	296	216		33	43	53	36	
Jan	$118,498.03	$132,049.79	$259,810.62	$33,804.54		270	372	350	152		14	24	36	33	
Feb	$140,560.44	$97,396.64	$129,315.56	$44,081.76		308	350	292	169		33	32	32	31	
Mar	$77,067.98	$95,472.42	$116,358.20	$30,603.28		362	391	431	181		45	52	84	44	
Apr	$94,394.17	$80,088.89	$60,816.35	$76,873.19		272	373	324	212		32	40	42	27	
May	$95,010.56	$101,848.37	$65,454.25	$147,875.62		294	380	306	288		39	42	48	20	
June	$179,966.08	$100,508.32	$147,395.66	$234,524.02		399	394	355	308		49	50	34	25	
July	$77,442.81	$78,547.74	$87,733.72	$100,809.42		323	408	305	267		45	29	23	13	
Aug	$105,147.77	$59,376.50	$61,504.63	$60,342.37		307	309	299	192		34	30	19	4	
Sept	$71,226.36	$93,879.09	$140,065.18	$108,322.22		352	442	328	**277**		35	48	40	34	
Total	$1,348,223.39	$1,144,157.79	$1,373,036.28	$991,701.56	**$110,945.97**	3577	4537	3945	2740	**390**	396	451	481	331	**56**
ercent	NA	-15.14%	20.00%	-27.77%		NA	26.84%	-13.05%	-30.54%		NA	13.89%	6.65%	-31.19%	

November FY2024 Notes

Building Inspections-

166 Permits issued, 24 Certificate Of Occupancies issued, and 3 New home permits issued

SERVICE AGREEMENT
BETWEEN BALDWIN COUNTY AND THE CITY OF DAPHNE

KNOW ALL PERSONS BY THESE PRESENTS, THAT THIS AGREEMENT ("Agreement") is entered into between the CITY OF DAPHNE ("CITY")and BALDWIN COUNTY ("COUNTY"), (herein collectively referred to as the "Parties".)

WITNESSETH:

WHEREAS, the CITY is a municipal corporation organized under the laws of the State of Alabama; and

WHEREAS, the objective of the CITY is to, serve the citizens and taxpayers of the City of Robertsdale in an efficient and responsible manner; and

WHEREAS, the COUNTY considers the goals and objectives of the CITY to be supportive and complimentary of those of the COUNTY; and

WHEREAS, the Baldwin County Communications and Information System Department ("CIS"), a department of the COUNTY, has the knowledge, ability and availability to offer services relative to communication information systems and fiber optic networks, as more specifically detailed herein, to the CITY; and

WHEREAS, the CITY desires to have CIS provide such services as are more specifically detailed herein; and

WHEREAS, providing such services by COUNTY to CITY will provide, among other things, the enhancement of data sharing and collaborative efforts among the Parties; and

WHEREAS, the COUNTY has determined that providing such services to the CITY serves a public purpose and enhances the public good and wellbeing for all citizens of Baldwin County.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, the Parties do hereby agree as follows:

1. Recitals. The above recitals and statements are incorporated as part of this Agreement as if fully set forth herein.

2. Grant of Authority. Subject to the terms and conditions set forth herein, the CITY hereby grants to the COUNTY, its affiliates, employees, agents, representatives, contractors, subcontractors, licensees and invitees (hereinafter "County Representatives") a revocable, non-exclusive, limited and temporary authority to access the CITY's computer system, individual computers, etc., and to enter upon the CITY's real property ("Property") needed to access in order to fulfill the terms and conditions of this Agreement.

3. Services and Compensation.

a. Initial Services. The CITY agrees to pay the COUNTY for the initial one-time and monthly recurring services as defined in the attached Exhibit A which are based on the fees/rates of the current COUNTY "Rate Schedule for Computer Networking, Telecommunications, and Related Services" which is attached as Exhibit B. These rates are subject to change from time to time as approved by the County Commission. Payment will be due as work is performed or as services are provided and will be invoiced by the COUNTY on a monthly basis.

b. Additional Services. The CITY may, at its option, elect to subscribe to additional services contained in the attached schedule of services entitled "Rate Schedule for Computer Networking, Telecommunications, and Related Services" (see "Exhibit B"), which details the fees and/or charges for these Services. If the CITY and COUNTY wish to enter into an agreement for additional Services and otherwise based upon the same terms and conditions as outlined herein, the CITY shall identify to COUNTY, in writing, an agent authorized to request services and/or equipment to be installed and/or serviced and to make decisions as they relate to the user settings and security. The CITY authorized agent shall then make proper submission of the attached "Order Form" (see "Exhibit C"). If the COUNTY agrees to provide such services, proper acceptance by the COUNTY shall be evidenced by a signature of the COUNTY's authorized agent on the same "Order Form."

4. Effective Date, Duration and Term. This Agreement shall be effective upon the date of full and complete execution. The term of the Agreement shall be from the date of full execution, extending twelve (12) months thereafter, and automatically renewing annually, unless terminated by either party with a ninety (90) day written notice. Upon termination or expiration of the term of this Agreement, all rights to enter upon the Property under this Agreement shall cease, excepting only the limited need to enter upon the Property for removal and completion as referenced herein in paragraph nine (9).

5. Disclaimer of Warranties. COUNTY in no way warrants or guarantees the services and/or equipment installed and/or serviced under this Agreement. Reasons that may affect, interrupt, cause failure or otherwise limit the use of such services and/or equipment include, but are not limited to, the following: a power outage, a fiber optic line cable being cut, equipment not configured properly, and/or any event above and beyond our reasonable control, including without limitation, any government actions, fire, work stoppages, civil disturbances, interruptions of power or communications to COUNTY or any facilities used by or for COUNTY, failure of internet, hosting, telecommunications, or other services to COUNTY or facilities used by or for COUNTY, natural disasters, acts of God, or acts of terrorism or war, or the lines not being compatible with the software and/or equipment used by the CITY.

COUNTY makes no warranties, express or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title or non- infringement or any warranty arising by usage of trade, course or dealing or course of performance or any warranty that the services and/or equipment will meet the requirements of the CITY. Without limiting the foregoing, the COUNTY does not warrant that the services and/or equipment will be without failure, delay, interruption, error, degradation of voice quality or loss of content, data or information. Neither the COUNTY not its officers, director, employees, affiliates or agents will be liable for unauthorized access to the COUNTY's or CITY's transmission facilities or premises equipment or for unauthorized access to, alteration, theft or destruction of, customer's data files, programs, procedures or information through accident, fraudulent means, or equipments or any

other method, regardless of whether such damage occurs as a result of the COUNTY's or its agent's or vendor's negligence. Statements and descriptions concerning the services and/or equipment are informational and are not given as a warranty of any kind.

COUNTY does not warrant or guarantee that the information sent, relayed, carried or delivered through any third parties' networks/services will reach its destination or its correct address or recipient, or that the details of the recipient or sender are correct or accurate. COUNTY shall not be liable for, and shall be excused from, any failure to deliver or perform, or for any delay in delivery or performance of services due to causes beyond our reasonable control.

6. Right to Interrupt. COUNTY specifically reserves the right to interrupt CITY's use of the services and/or equipment installed and/or serviced under this Agreement for any reason that COUNTY may deem necessary for proper function, maintenance, and safety of governmental functions. Notwithstanding this reservation of right and absent an emergency, the COUNTY will make every attempt to provide the CITY at least 24 hours notice of any such interruption, but will work with CITY, in instances when that is not feasible, to coordinate a time that will minimize the impact to CITY Operations.

7. Indemnity and Hold Harmless. The CITY shall indemnify, defend and hold COUNTY, its officers, directors, agents, employees and County Representatives harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by or imposed upon COUNTY or any County Representative, as a result of any entry upon or activity conducted by, or any act or omission, by COUNTY or any County Representative, employee agent, or subcontractor arising out of providing the subject services, including but not limited to the construction, maintenance, upgrade, repair or removal of any information equipment from the Property and/or facilities repair or removal of any information equipment from the Property and/or facilities except for those claims, costs, losses, expenses, demands, actions, or causes of action which arise solely from the negligence, willful misconduct, or other fault of the COUNTY. COUNTY does not and shall not waive any rights against CITY which it may have by reasons of this indemnification. This indemnification by CITY shall apply to all damages, penalties, and claims of any kind, regardless of whether any insurance policy shall have been determined to be applicable to any such damages or claims for damages.

   CITY shall at all times comply with all applicable Federal, State, County, local and municipal laws and regulations and agrees to use the services and/or the equipment installed and/or serviced under this Agreement only for lawful purposes. CITY agrees to indemnify, defend, and hold harmless COUNTY, its officers, directors and County Representatives, against all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney's fees and other costs and expenses of litigation, which may be asserted against COUNTY for failure by CITY to comply with such laws and regulations.

8. Further Liability. In no event or way will the COUNTY, its officers, directors, or County Representatives be liable for any direct, incidental, indirect, special, punitive, exemplary or consequential damages, or for any other damages, including but not limited to personal injury, wrongful death, property damage, loss of data, loss of revenue or profits, or damages arising out of or in connection with the use or inability to use the services and/or the equipment installed and/or serviced under this Agreement. The limitations set forth herein apply to claims founded in all areas, including but not limited to breach of contract, breach of warranty, and product liability,

and apply whether or not the COUNTY was informed of the likelihood of any particular type of damages.

9. Removal and Completion Upon Termination. Upon the expiration or termination of this Agreement, city shall peaceably allow COUNTY immediate access to the Property in order to; (a) remove all materials, equipment, debris, waste, and improvements placed thereon by COUNTY or County Representatives (or resulting from work under this Agreement); and (b) repair any damage to the Property and restore the Property to its condition on the date of this Agreement, normal wear and tear excepted.

10. Termination for Breach. This Agreement may be terminated by either Party upon written notice should the other Party fail to fulfill any obligation of this Agreement and such failure is not cured within five (5) days after giving notice the Party in breach.

11. Insurance. Prior to the services and/or equipment being installed and/or serviced under this Agreement, each party shall show proof of the following:

    Each party shall carry, with insurers satisfactory to the other, throughout the term hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than $1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than $1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the installation and/or servicing of the services and/or equipment under this Agreement. All liability insurance shall name the other party as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance, evidencing such coverage satisfactory to the other party, shall be furnished to the other party, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to the other party in the event of cancellation, termination or any change in such insurance policies. Should either party fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, the other party may, at its option, suspend this Agreement until insurance is obtained or terminate this Agreement immediately without further action.

12. No Assignment. The Parties shall not have the right to assign this Agreement or any rights or obligations hereunder without written permission and consent by the other Party. Any attempted assignment shall be void. No assignment shall relieve the other Party of its liabilities and obligations herein.

13. Legal Compliance. CITY shall at all times comply with all applicable Federal, State, County, local and municipal laws and regulations. CITY agrees to use the services and/or equipment installed and/or serviced under this Agreement only for lawful purposes. CITY will be responsible for any and all liability that may arise out of content transmitted by CITY to any person, whether authorized or unauthorized, using the services and/or equipment. COUNTY reserves all rights at law and equity to proceed against anyone who uses the services and/or equipment illegally or improperly.

    CITY hereby consents to the COUNTY forwarding any unlawful or improper communications and information to appropriate governmental authorities and acknowledge that CITY has been

informed that the COUNTY may also forward communications and information to third parties in connection with lawful requests by governmental officials or by subpoena or court order.

14. Baldwin County Policy Statements. It is not the intention of either party to conflict with any Policies as adopted by the County, specifically Policy 5.1, Policy 5.2, Policy 5.3 and Policy 8.10, copies of which are attached hereto as "Exhibit D". Both parties agree to adhere to these policies as they affect the uses under this Agreement, with the exclusion of Section 3 of Policy 5.1. However, it is the intent of the COUNTY that CITY maintains full authority, ownership, and control over all CITY data including without limitation, documents, emails, calendars, other Exchange Server data, and data within SQL databases. Furthermore, the COUNTY will honor, subject to the limitations required by law, CITY confidentiality.

15. **Agency.** It is neither the express nor the implied intent of the Parties to create an agency relationship pursuant to this Agreement; therefore, any actions of the parties shall not be considered or implied to create such agency.

16. **No Waiver.** The failure of either Party to insist upon a strict performance of any of the conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

17. **Termination.** It is understood and agreed that this Agreement may be terminated by either party, with or without cause. In the event of termination with cause, such termination shall be accomplished by giving written notice and once notice of termination is given, the permission herein granted shall immediately and automatically terminate (except as noted in paragraph nine (9)). In the event of termination without cause, such termination shall be accomplished by giving written notice ninety (90) days before the date that termination shall take effect.

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

The notices or responses to BALDWIN COUNTY shall be addressed as follows:

Baldwin County
312 Courthouse Square, Suite 12
Bay Minette, AL 36507

The notices or responses to The CITY OF DAPHNE shall be addressed as follows:

City of Daphne
Attn: Mayor Robin LeJeune
PO Box 400
Daphne, Al 36526

COUNTY and CITY may designate such other address or addresses from time to time by giving written notice to the other party as set forth in this Section.

19. Attachments. The following exhibits and/or attachments listed below are specifically included as a necessary part of this Agreement, and the same shall not be complete without such items, to wit:

A. Exhibit A - Initial Services and Project Description
B. Exhibit B - County Rate Schedule
C. Exhibit C - Sample Order Form
D. Exhibit D - County Policies

In any event of a conflict between this document and the attachments referenced above, this document shall govern.

20. Entire Agreement. This Agreement and the documents attached hereto constitute the full and complete agreement between the Parties hereto with respect to the subject matter hereof and said Parties shall not be bound by any statement, special condition or agreements not herein expressed. No alteration or amendment to this Agreement by the parties hereto shall be effective unless in writing, signed by the parties, and by reference incorporated into this Agreement. Notwithstanding the foregoing, as technology and methods change at a rapid pace, it is imperative that modifications to the equipment be allowed, provided that the designated technical representatives of both Parties agree with such modification to take advantage of technological advancements or to overcome technical issues that may arise. Therefore, this Agreement will not need to be modified to implement such modifications, as long as the overall intent and scope of the project are followed and as long as the changes do not substantially burden the resources of either Party. This Agreement, and the performance thereof, shall be governed by and construed according to the Laws of the State of Alabama

21. Miscellaneous.

(a) This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both COUNTY and CITY have contributed substantially and materially to the preparation of this Agreement.
(b) This Agreement shall apply to and bind the successors and permitted assigns of the respective parties.
(c) The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.
(d) This Agreement may be executed in any number or counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement may be delivered by facsimile transmission.
(e) If any part, section, or subdivision of this Agreement shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Agreement, which shall continue in full force and effect notwithstanding such holding.
(f) CITY's obligations under this Agreement shall survive expiration or termination of this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed in duplicate originals by their duly authorized representatives on the respective dates entered below.

COUNTY:
BALDWIN COUNTY, ALABAMA

By:_____
Chairman/Date

ATTEST:

_____
County Administrator/Date

CITY OF DAPHNE:

By:_____
Mayor/Date

ATTEST:

_____
City Clerk/Date

State of Alabama

County of Baldwin

I, _____, a Notary Public in and for the said county in said state, hereby certify that, _____, whose name as Chairman, and _____, whose name as County Administrator of the BALDWIN COUNTY COMMISSION, as the governing body of BALDWIN COUNTY, a political subdivision of the State of Alabama, are signed to the forging instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they, as officers and with full authority, executed the same voluntarily for and as the act of said commission on the day the same bears date.

Given under my hand and official seal this ___ day of _____, 2023.

_____
Notary Public
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public in and for said county in said state, hereby certify that _____, whose name as _____, of The CITY OF DAPHNE, a Municipal 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 such instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said entity on the day the same bears date.

Given under my hand and official seal this ___ day of _____, 2023.

_____
Notary Public
My Commission Expires: _____

EXHIBIT A
Initial Services and Project Description

Baldwin County Commission (County) and The City of DAPHNE

The following is meant to accurately define the configuration, responsibilities, and resources that are being provided under this Agreement for Providing Fiber Optic Connections for the Delivery of Communication Services and Connectivity to the County Extranet. Because technology and methods change at a rapid pace, it is imperative that modification of these configurations be allowed, provided that both County and City agrees with such modification, to take advantage of technological advancements or to overcome technical issues that may arise. Therefore, this Agreement will not need to be modified to implement such modification, as long as the overall intent and scope of the project are followed. Both County and City will be responsible for maintaining accurate configuration information and documentation of changes made over time.

- **The CITY has constructed/installed a minimum of 4 (four) strand single mode fiber between the Daphne City Hall located at 1705 Main Street in Daphne, Al, and the Baldwin County Fiber Network (BCFN) at a point to be mutually agreed upon. The CITY is responsible for any outside expenses for services or equipment associated with connecting to the BCFN.**
- **The COUNTY will provide access to the basic services of the COUNTY Extranet. Those services currently include access to the COUNTY GIS information, connectivity for the Police Department to the E911 ANI/ALI information transfer, and connectivity to the COUNTY internal Video Conference network (requires the CITY to have compatible Video Conference equipment at their location).**
- **The main demarcation point ("DEMARC") connection on the COUNTY side is at the Fairhope Satellite Courthouse located at 1100 Fairhope Ave, in Fairhope, Al. The main DEMARC connection on the CITY side will be at the Daphne City Hall. Additional DEMARC locations may be defined and implemented as required if the CITY requests enhanced services in the future or it is determined to be beneficial to the operation of the Extranet.**
- **The COUNTY will work with the CITY and their chosen contractor to engineer the best possible scenario for splicing/terminating connections that will provide the desired results of connectivity between the CITY fiber network and the BCFN. The CITY will be responsible for having their chosen contractor coordinate with the COUNTY CIS Department before making any connections to the BCFN or entrance into the COUNTY facilities.**
- **The COUNTY will be responsible for providing, installing and maintaining the network equipment to connect the Extranet from the main COUNTY DEMARC to the main CITY DEMARC. The network equipment is already in place at the COUNTY DEMARC and the COUNTY will install a VPN/Firewall plus an eight port Ethernet switch at the main CITY DEMARC.**

- The CITY will provide sufficient space, power and cooling in their main DEMARC for the COUNTY network equipment. The CITY will provide reasonable access to that equipment for COUNTY staff and contractors, but reserves the right to enforce security measures and/or monitored access to ensure the integrity and security of other CITY assets within that room.
- The CITY will be responsible for providing, installing and maintaining the network equipment to extend the Extranet to each of their facilities and desktops that are desired to have access to the Extranet. The equipment must support the capability to route IP addresses internally, preferably utilizing multiple VLANs to route the different services. The COUNTY CIS Department can provide recommendations if requested.
- The CITY and the COUNTY agree to work together and share resources for other projects related to fiber construction and communications from time to time where it is mutually beneficial to both organizations and if those resources are available at the time.
- The CITY and the COUNTY will each be responsible for the ongoing maintenance of their respective fiber networks.
- The CITY is responsible for expenses associated with meeting their responsibilities as described above, but there are no initial one-time or recurring monthly charges that will be due to the COUNTY for the Initial Services being provided in this agreement. In the future, the CITY may at its option elect to subscribe to additional services per the CIS RATE SCHEDULE (EXHIBIT B) at the rates as adopted by the COUNTY which are subject to change from time to time.

EXHIBIT B

BALDWIN COUNTY COMMISSION

Communications & Information Systems Department

Rate Schedule for Computer Networking, Telecommunications, and Related Services

(Effective Date December 6, 2011)

RECURRING CHARGES *(These services are billed on a monthly basis):*

Computer Networking Services

Personal Computers w/full services	$ 48.00 per personal computer
Personal Computers w/limited services	$ 22.00 per personal computer
Printers (on network print server)	$ 42.00 per printer
E-mail Fee	$ 6.00 per E-mail account

Telecommunications Services

Basic Dial-tone/Extension	$ 29.00 per telephone number
Add: Direct-dial (DID) Number	$ 13.00 per DID number
Add: Voicemail	$ 6.00 per voicemail account

Other Network Services

Devices on network w/Internet access only	$ 10.00 per device
Network Security Camera	$ 52.00 per camera
Enterprise Blackberry Account	$ 6.00 per Blackberry
Managed Access Control/Door Lock	$ 42.00 per door lock
Video Conferencing Device	$ 48.00 per device
Standard Virtual Application Server Service (specifications currently defined by CIS)	$90.00 per virtual server
Microsoft SQL Database Hosting Service (up to 10gb)	$50.00 per database
Additional Disk Storage (allocated in 50gb blocks)	$50.00 per 50gb block

NON-RECURRING CHARGES *(These charges are assessed and billed as they occur):*

Standard Device Installation Rates. A one-time charge for the installation of individual devices will be billed according to the following schedule:

• Personal Computer	$ 150.00
• Printer	$ 50.00
• Telephone	$ 50.00
• Security Camera	$ 100.00

- Installation charges for devices not listed above will be based on actual time and materials. A one-hour minimum charge will apply.
- Moves and changes of devices will be billed based on actual time and materials. A one-hour minimum charge will apply.
- To take advantage of economies of scale, charges for the installation of multiple devices within a single Agency, Office, or Department will be considered one project and will be billed according to actual time and materials. A one-hour minimum charge will apply.

Standard Hourly Rates

Minimum charges and/or multiple installations will be billed based upon the following Standard Hourly Rate Schedule for each billable hour:

• Technician & Operations Hourly Rate	$ 50.00
• Programming & Analysis Hourly Rate	$ 65.00

Miscellaneous

- Long distance charges will be billed at the prevailing County rate.
- Other costs specific to a Agency, Office, or Department will be passed through to the respective end user, and may be subject to an additional administrative fee. An example would be Off Premises Extension (OPX) line charges.

EXHIBIT B

Attachment 1
Rate Schedule for Computer Networking, Telecommunications, and Related Services
ADDITIONAL INFORMATION

Recurring Charges

In this application, recurring charges are defined as those charges for services rendered by the Communications & Information Services (CIS) Department (see Rate Schedule for Computer Networking, Telecommunications, and Related Services for a description of services) to external and/or internal customers on an on-going basis. Recurring charges will be billed each month, and shall continue until such time an agreement between CIS and the customer is reached to terminate service.

Non-recurring Charges

Non-recurring charges are defined as one-time charges that are usually applicable to installing, moving, or changing computer, network, or telephone-related devices.

Computer Networking Services

Full Computer Networking Services include connection on network; Internet access; full shared-folder services; access to County Intranet and Extranet; and use of SharePoint services for the subscribing Department/Agency. County furnishes required Microsoft client licenses for network access, server access, anti-virus, and software patches. The CIS Department will provide labor for basic computer hardware and basic desktop software troubleshooting.

Limited Computer Networking Services include connection on network, Internet access, basic shared-folder services, and access to County Extranet. The subscribing Department/Agency is responsible for all software licenses.

Telecommunications Services

Direct-dial numbers and voice mail are features that are added to the basic extension dial-tone service. Depending on the level of service desired, the following monthly recurring rate calculation(s) will apply:

Assumption I:	Basic dial-tone	$29.00
Assumption II:	Direct-dial	
	Basic dial-tone	$ 29.00
	Add: Direct-dial (DID)	13.00
	Total	$ 42.00
Assumption III:	Direct-dial with Voice Mail	
	Basic dial-tone	$ 29.00
	Add: Direct-dial (DID)	13.00
	Add: Voice Mail	6.00
	Total	$ 48.00

Long Distance Charges

Long distance charges will be billed at the prevailing County rate.

Other Charges

Other costs and/or charges specific to an Agency, Office, or Department will be passed through to the respective end user, and may be subject to an additional administrative fee. An example would be Off Premises Extension (OPX) line charges.

EXHIBIT C

BALDWIN COUNTY
Communications & Information Systems
Order Form

BALDWIN COUNTY COMMISSION
Communications & Information Systems Department
175 Courthouse Square
Bay Minette, AL 36507

Customer Information:	Scope of Work:
Company or Department	
Address	
City/ST/Zip	
Contact Person	
Telephone	
E-mail address	
Additional Information	

RECURRING CHARGES *(billed monthly)*			NON-RECURRING CHARGES *(one-time charges)*		
Computer Networking Services		$0.00	Installation Fees		$0.00
Telecommunications Services		$0.00	Labor		$0.00
Other Network Services		$0.00	Miscellaneous Services		$0.00
RECURRING CHARGES		$0.00	NON-RECURRING CHARGES		$0.00
TOTAL					$0.00

Request Date		Estimated Completion Date	
General Ledger Account No.		CIS Work Order No.	
Customer Approval/Date		CIS Approval/Date	

WORK SHEET FOR CIS SERVICES PRICE QUOTE *(see CIS Rate Schedule)*

EXHIBIT C

WORK SHEET FOR CIS SERVICES PRICE QUOTE *(see CIS Rate Schedule)*

RECURRING CHARGES *(billed monthly)*

Computer Networking Services	Quantity Requested	Unit Cost	Total
Personal Computers w/full services	0	$48.00	$0.00
Personal Computers w/limited services	0	$22.00	$0.00
Printers (on network print server)	0	$42.00	$0.00
E-mail	0	$6.00	$0.00
Total Computer Networking Services			$0.00

Telecommunications Services	Quantity Requested	Unit Cost	Total
Basic Dial Tone/Extension	0	$29.00	$0.00
Direct-dial (DID) Number	0	$13.00	$0.00
Voicemail	0	$6.00	$0.00
Total Telecommunications Services			$0.00

Other Network Services	Quantity Requested	Unit Cost	Total
Devices on network w/Internet access only	0	$10.00	$0.00
Network Security Camera	0	$52.00	$0.00
Enterprise BlackBerry Account	0	$6.00	$0.00
Managed Access Control/Door Lock	0	$42.00	$0.00
Video Conferencing Device	0	$48.00	$0.00
Std Virtual App. Server Service	0	$90.00	$0.00
MS SQL Database Hosting *(up to 10 gb)*	0	$50.00	$0.00
Additional Disk Storage *(50 gb blocks)*	0	$50.00	$0.00
Total Other Network Services			$0.00

TOTAL RECURRING CHARGES		$0.00

NON-RECURRING CHARGES *(one-time charges)*

Device Installation Fees	Quantity	Rate	Total
Personal Computer	0	$150.00	$0.00
Printer	0	$50.00	$0.00
Telephone	0	$50.00	$0.00
Security Camera	0	$100.00	$0.00
Total Installation Fees			$0.00

Labor Rates	Estimated Hours	Hourly Rate	Total
Technicians & Operations	0	$50.00	$0.00
Programming & Analysis	0	$65.00	$0.00
Total Labor Rates			$0.00

Miscellaneous	Quantity	Rate	Total
Opti Point 420 Advanced Telephone	0	$345.00	$0.00
Opti Advance Plus E Digital Telephone	0	$169.00	$0.00
600 Series HRO	0	$50.00	$0.00
RP 624 S/L Digital Telephone	0	$125.00	$0.00
OPX Service	0	$200.00	$0.00
Annual MS E3 License *(full service)*	0	$286.00	$0.00
Annual MS E1 License *(limited service)*	0	$122.00	$0.00
Other	0	$0.00	$0.00
Total Miscellaneous			$0.00

TOTAL NON-RECURRING CHARGES		$0.00

QUOTE TOTAL		$0.00

EXHIBIT D

County Policies

All policies concerning Electronic Use and Cyber rules and regulations can be found at https://baldwincountyal.gov/departments/cis. These are the adopted policies as of the time this document was prepared, however, these policies are subject to change from time to time by approval of the Baldwin County Commission. The links to these policies are included as Exhibit D for reference purposes, but the current adopted policies of the Baldwin County Commission will prevail.

CODE ENFORCEMENT/ORDINANCE COMMITTEE MEETING
November 6, 2023, 4:30 p.m.
City Hall, Council Chamber
1705 Main Street, Daphne, AL 36526

MEETING MINUTES

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

ALSO PRESENT: Patrick Dungan, City Attorney; Mayor LeJeune; Christina Brazell, Code Enforcement; Troy Strunk, City Development; Candace Antinarella, City Clerk; Sunny Blackwood, Junior Councilmember; Trinity Lofton, Junior Councilmember; and Abby English, Junior Councilmember.

1) CALL MEETING TO ORDER / ROLL CALL

There being a quorum present Councilman Olen called the meeting to order at 4:30 p.m.

2) APPROVE MINUTES FROM THE October 2, 2023 Meeting

3) PUBLIC PARTICIPATION

Stephanie Hannon, 7318 Wild Oaks Road, Fairhope, said she was unable to enter the sports park to attend a game due to not allowing cash entrance. She would like this rule changed.

City Clerk shared that Ms. Havard had concern about the new Hot Wheels sign.

4) ORDINANCE REVIEW/DISCUSSION

5) OTHER BUSINESS DEEMED NECESSARY

City Clerk brought up the South Alabama Regional Planning Commission redistricting and that they will be at the December Work Session to do a kick-off.

6) NEXT MEETING

The next meeting is scheduled for Monday, December 4, 2023 at 4:30 p.m.

7) ADJOURN

There being no further business to discuss, the Council adjourned at 4:53pm.

CITY OF DAPHNE PUBLIC WORKS COMMITTEE MINUTES
November 6th, 2023 - 5:15 P.M.
DAPHNE CITY HALL

I. CALL TO ORDER

II. COMMITTEE MEMBERS PRESENT:

Councilwoman Tommie Conaway; Councilman Doug Goodlin; Councilwoman Angie Phillips; Councilman Steve Olen; Councilman Joel Coleman; Councilman Ben Hughes; Councilman Ron Scott; Mayor Robin LeJeune

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

III. PUBLIC PARTICIPATION & CORRESPONDENCE

Correspondence and Public Participation— Victoria Phelps stated she is not speaking on behalf of LFPOA but she wanted to provide a few comments for public participation. Ms. Phelps stated in 2016, LFPOA started a program to change all their signage to deco posts. She stated that seven phases have been completed and phases eight through ten will complete the back street signage. She stated that the goals were to reduce visual signage and to reduce the speed limit from 35 to 25 in the subdivision. Ms. Phelps stated that the Whispering Pines roundabout and City entry signs look wonderful and she thanked Public Works for making that happen. Ms. Phelps continued by stating that the AT&T box on Ridgewood, which has had issues in the past, has been hit again in a bad accident over the weekend. Ms. Phelps ended by stating she is excited to see the southern leg of the sidewalk sequence and that the cost came in lower than expected. She stated that after those sidewalks are finished, Lake Forest Subdivision will have three out of seven miles of sidewalk needed.

Curt Fonger – 1443 Randall Ave – Mr. Fonger stated that Public Works did a wonderful job cleaning up Lott Park after the Jubilee Festival.

IV. OLD BUSINESS

Approval of Minutes – October 2nd, 2023—Minutes were reviewed and approved by the committee.

V. NEW BUSINESS

Intergovernmental Roadway Construction Agreement – Troy Strunk stated that this agreement with Baldwin County Commission is the first step of the project to extend Milton Jones Rd from CR-13 to Friendship Road. He stated that Baldwin County Commission initially talked about contributing $2.5 million dollars and the City would contribute $700,000. He stated that after discussion with the City Council and County, the County committed another $300,000 to the project bringing their contribution total to $2.8 million.

MOTION by Councilman Hughes to recommend to Council put the Intergovernmental Roadway Construction Agreement on the Council agenda for approval.
Seconded by Councilman Scott
MOTION CARRIED UNANIMOUSLY.

Councilman Coleman asked how long the road is. An individual from the County in the audience answered 2,640 linear feet of road. Councilwoman Phillips asked if it is expected to cost $3.5 million for the whole project. Mr. Strunk stated that initial cost estimates come to $3.3 million. Councilwoman Phillips asked what happens if we go over $3.5 million. Mr. Strunk stated that discussion with the County and the City would continue. The individual from the County stated that if it goes above $3.5 million, then the County is under no obligation to move forward with the build. Mayor LeJeune stated that there are safeguards put in place so the City can back out without any cost repercussions. Councilman Scott asked if the Board of Education will be contributing for this project. Mr. Strunk stated that the Board of Education has pulled their support from this project due to issues with the County. Mr. Strunk continued by stating that Mayor LeJeune is working with the Board of Education to get their support on Phase 2 of the project, which will be from Jonesboro Road to HWY-98. Councilman Scott inquired about page 8 under "Availability of Funds, Section I.". The individual from the County stated that that section gives the City the ability to back out of the project if they so please. Mr. Strunk stated that the City is working with engineers to design the project and that with the 8% design fee, it may cost the city over $100,000 to pay the engineer. Mayor LeJeune stated he wanted it as a safeguard in case the City pays the engineer and the project falls through with the County. Kelli Reid stated that Council will be asked to advise if there is a misstep with the project and finances need to be revisited. Mr. Strunk stated that this may become a MPO project if it doesn't go as planned. Councilman Scott stated that the County and the cities within are under pressure to create more capacity and this will be a valuable asset. Mr. Strunk stated this may take around three thousand cars off of CR-64 a day, which will be a huge benefit.

VI. City Engineer's Report (Separate Handout)

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

Mr. Newman discussed 21-02 Main St. Streetscape Master Plan that the Stakeholders meetings are set to take place in November.

Mr. Newman discussed 21-11 Resurfacing CR-64 from US-98 to CR-13 and Intersection improvements at CR-64 and Pollard that the City has received approval from ALDOT and now they are waiting for approval from FHWA.

Mr. Newman discussed 22-14 US-98 Access Management and Lavender Lane that it has been approved by ALDOT and the bid will be opened on November 16th.

Mr. Newman discussed 21-15 Bayfront Streetscapes that the project is almost complete. He stated that the pavers took a long time to complete because of the detailed work that was involved. Mr. Newman stated that landscape has started for the project.

Mr. Newman discussed 21-19 Justice Center that architecture is almost complete.

Mr. Newman discussed 22-07a Sidewalk Improvements Ridgewood that the City is working out final details on construction easements.

Councilman Goodlin inquired about the CR-181/ Corte Road traffic study and if a traffic light will be going in. Mr. Strunk stated that the study is complete and the County funds will not be available until November 2024. He continued by stating that a temporary solution will go in (when the funds are available) before the permanent one which should be completed in 2025.

Councilman Scott asked when the connection between Old Field Subdivision and Hope Vineyards Subdivision will be completed. Mr. Newman stated that Phase 3 is in the process for Hope Vineyards and he believes it will be some time before that connection is built.

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

Ronnie Huskey stated that there have been more projects than work orders coming in. He stated the shade sail and parking lot revamp have been completed. Mr. Huskey stated that Mechanical Maintenance has had an increase because of Solid Waste trucks that have needed maintenance and repairs, including an engine replacement. Mr. Huskey stated a new garbage truck will be arriving soon. He continued by stating that the Street Sweeper has a new driver and the routes have changed so the miles have increased. Mr. Huskey stated there were 21 new Solid Waste customers bringing the total for the year to 296 new customers. Councilman Coleman asked if Mr. Huskey knew the number of new customers for last year. Mr. Huskey stated that the number was over 300 customers. Mr. Huskey passed out the Public Works Fall Newsletter for the Council to review. He stated that the Solid Waste Dept. has been working on public relations. Mr. Huskey stated the Mowing Dept. has been doing a lot of hydro mowing and has been using the remote control slope mower, which has been very useful. He stated the Grounds Dept. has been working hard to control the canopies on HWY-98 and put in the seasonal plants. He stated they also helped put in the kayak launch at May Day Park. Councilman Scott asked Mr. Huskey to thank Josh Burkett, the Grounds Dept. Supervisor, for his assistance at the Jubilee Festival. Mr. Huskey stated the Mechanical Dept. has been very busy with the fleet vehicles, especially Police and Solid Waste. He continued by stating the Facilities Dept. has transformed a storage space at Public Works into an office and conference room for their staff. Mr. Huskey also stated that Facilities is currently working on a weather shed that will be used to put equipment under. He stated the plan is to move the Mowing Dept. to Public Works after the weather shed and new building are complete. Mr. Huskey stated the Streets Dept. has been working hard to control storm water around the City. He stated that the road collapsed at

Donna Circle and the team came in to fix the damage. Mr. Huskey stated that they have been working on redundancy with Rian Tuttle, who is Street's Crew Leader, because the Street's Supervisor, Terry White, has the availability to retire. Mr. Huskey stated that Mr. Tuttle designed the engineer plans for Donna Circle off of a gaming software program, which was implemented into the field. He continued to discuss the new pipe camera system that the team also utilizes and how beneficial it has been. Mr. Huskey stated that the Safety Committee has several staff members that are on it and Randy Jones and Daniel Alvarez run as chairman. Councilman Phillips stated that the newsletter is a wonderful report.

A. Work Request Report – September 2022 & September 2023
The Public Works Department completed 537 work orders in September 2023.
B. Vehicle/Equipment Maintenance Reports – FY2022-2023 YTD
C. Public Works Related Overtime Report — 8.33% of the year used; $8,973.74 Used YTD as of October 31st, 2023.
D. Street Sweeper Report —September 21st – October 18th, 2023

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

A. Monthly Recycle Tonnage Report (Tonnage Comparison) —No Report
B. Solid Waste New Customer Report – September 2023— 21 new residential; 0 new commercial
C. Tallent Lane Facility Report – September 2023- 425 SW Total Tonnage, 408.93 Other Depts. Total Tonnage

IX. MOSQUITO CONTROL SERVICES

A. Mosquito Report— September Report; Week 42, 43

X. MUSEUM COMMITTEE

A. Minutes – No Report

XI. BEAUTIFICATION COMMITTEE

A. Minutes – October 4th, 2023

Councilman Olen stated the DBC replaced the City wreathes with new bows. He stated the members also painted 5 picnic tables, cleaned the wooden pier, and pressure washed the pavilion steps and flooring. Councilman Olen stated the DBC members are hard workers and will be involved in some programs in the next year, including a litter awareness program. He stated that Mimi Boxx was recognized for having the most volunteer hours through the RSVP program, which

a main majority of those hours are from the DBC. He stated that within the first 10 months of the year, the DBC has over 1200 volunteer hours.

XII. ENVIRONMENTAL ADVISORY COMMITTEE

A. Minutes – September 25th, 2023

X1II. FUTURE BUSINESS

A. Next Meeting – **Monday, December 4th, 2023**

XIV. ADJOURNMENT

Motion by Benjamin Hughes, seconded by Angie Phillips to adjourn. Meeting adjourned at 5:23 p.m.

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

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

Members Present:

Clay Covert
Derek Wolstenholme
Carolyn Courson, Chairwoman
Audra Harper
Donald Burton, Jr.

Members Absent:

Tasha Quinnelly
Herb Cole

Staff Present:

Adrienne D. Jones, Director of Community Development
Pat Johnson, Recording Secretary
Shawn Alves, BZA Attorney

Chairwoman asked for input regarding the March 3, 2022 minutes presented by staff. There being none, minutes stand approved as submitted.

Chairwoman called for the next order of business: a request for Special Exception as presented on the meeting agenda.

She polled the crowd for the number in favor of and opposed to the appeal.

Meeting recessed at 6:04 p.m. for each side to select their representatives and reconvened at 6:07 p.m.

A presentation of the report packet was given by the Director regarding application #2023-02 for Weinacker Properties, LLC seeking approval of a preschool at 415 College Avenue. Article 35, Table of Permitted Uses of the Land Use & Development Ordinance allows a preschool, an institutional use in an R-2, Medium Density Single Family Residential Zone, upon approval of a Special Exception. She cited Article 13-2 & Article 13-3 requirements and stated the existing building was originally a Protestant Episcopal Church who conveyed it to Luv-N-Care Inc., a daycare twenty years later, who in turn conveyed it to John Weinacker, and he conveyed it to Weinacker Properties LLC, who operated a childcare facility, until they moved to North Main Street late in 2013. It is currently an office building for Weinacker Properties, LLC. Mrs. Jones reserved further staff comments until after the hearing.

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

The Chairwoman opened the floor for the public hearing, asking for the applicant, those in favor and then those in opposition, followed by rebuttal.

John Weinacker, owner of Weinacker Properties, LLC, spoke in favor of Weinacker Montessori School proposing no adverse impact to the neighborhood. He has a site on Main Street certified by the State, and wishes to reinstate his previous childcare at this location. He said there are less than a hundred licensed facilities. He plans to renovate, remodel, and refurbish the building and the playground if approved.

Dr. Deidre Powe, Director, Lake Forest Montessori School, said Daphne currently has only 20 preschools in place and she has 102 pupils with a long waiting list, and there is a need for quality childcare for infants to 11 years old.

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

William Doyle, 1510 Third Street, spoke in opposition as the spokesman for several of his neighbors and expressed concerns regarding: lack of parking, area school traffic cutting through, late evening traffic, safety, early morning noise from diesel trash trucks emptying dumpsters, trash in their yards from the dumpster, visitors parking on private property, 22.0' narrowness of Third Street and the impossibility of being able to turn unto the 12 parking spaces provided, which were all problems 13 years ago, but now magnified due to increased enrollment of area schools and city events. He read statements from the Land Use & Development Ordinance about complying with the requirements to get an approved special exception of which he stated this appeal does not because it adversely affects him and his neighbor's property.

Pate Brantley, 1507 Third Street, spoke in opposition and expressed concerns regarding: traffic, insufficient parking, emergency response, dumpster trash smell and predators; visitors parking on his private property and toys thrown over the fence and left on his lot; property depreciation and peace and harmony along Third Street vanishing completely.

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

Mr. Weinacker said the parking is adequate for the number of teachers in the past and now, and nobody has ever said anything about any issues currently or in the past and he is not anticipating any.

Chairwoman called for questions from the Board.

The Board asked how many students were being planned for at this location, and what is the drop-off and pick-up plan.

Mr. Weinacker answered up to 99 students and he stated that all of the students would not be dropped off or picked up at the same time, usually at peak times there may be 3 or 4 arriving at the same time, but there is adequate parking off road for it in the off-street parking section on College Avenue and Third Street.

The Board again asked about the drop-off and pick-up route; and plans to become compliant with the American Disability Act.

Mrs. Jones stated she would comment on the City Engineers findings in her closing remarks.

Mr. Weinacker answered in my experience drop-off and pick-up has been predominantly down College Avenue. They would come down College and park in one of the twelve spaces on College and some would come down and park on Third Street sometimes. I have never had a problem during the many times I needed to park on College Avenue and we are planning to totally remodel even though we have had a ramp that worked, and we will make the changes that are necessary. However, I do think the parking is adequate because of the number of students and teachers that we have had in the past and they were able to get in and get out, without any accidents.

The Chairwoman asked for those in opposition.

Mary Boyd, 1500 Old County Road, discussed parking not being sufficient for special events.

Mr. Doyle stated the pre-school would be 12 hours a day, 5 days a week, 12 months a year from 6:00 a.m. to 6:00 p.m.

Councilman Steve Olen, 437 Village Drive, said having up to 99 students there being no way that the parking is adequate.

Jennifer Magli, 1508 Third Street, expressed opposition regarding pedestrian safety and traffic speeding down Third Street back in 2011 -2012 and still doing it, and their children not being able to ride their bikes along the street in the afternoons because pick-up time did not start at 6:00 p.m., but rather 3, 4 and 5 with late parents rushing down the street.

Wib Magli, 1508 Third Street, expressed the number of required parking spaces being noncompliant.

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

Mrs. Jones in her closing statement presented the provisions of Article 13 referring to the criteria for Uses Permitted by Special Exception. She identified seven criteria that the applicant needed to meet including recommendations of the City Engineer and Building Official and herself. She explained that the City Engineer evaluated the site and noted deficiencies regarding ADA compliance, inadequate sidewalk width and parking. The Building Official gave a favorable recommendation for use of the building as a childcare facility. She stated if the applicant is approved they would have to submit an Administrative Site Plan to be reviewed and approved by City Staff because it is an existing structure, but all of the noted deficiencies must become compliant prior to the establishment being allowed to open. Everything from ADA compliance resurfacing to sidewalks and parking must be brought into compliance if the special exception is approved.

Mrs. Jones recommended a one-way street with directional use signage as a solution to eliminate some of the traffic problem, however she was not sure if it was enforceable. It was also her recommendation that all parking meet ADA compliance requirements, as well as one-way parking in the front on College Avenue. She noted that directional arrows and signage will be provided, and the property shall be used exclusively for a preschool childcare facility for Weinacker Properties, LLC, and she asked that there be no access for patriots along Third Street.

Mr. Alves, BZA Attorney pointed out to the Board that under Article 13-3(b)if they decide opposite of staff recommendation then you need to give the particular reason for deviation.

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

A **Motion** was made by **Mr. Wolstenholme** and Seconded by **Mrs. Harper to approve Appeal #2023-02, Weinacker Properties, LLC, request for a Special Exception to the Daphne Land Use and Development Ordinance to allow the operation of a private school, i.e., preschool and childcare center associated with Weinacker Montessori School at 415 College Avenue, zoned R-2, Medium Density Single Family Residential.**

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

Mr. Covert	***Nay***
Mr. Wolstenholme	***Nay***
Mrs. Harper	***Nay***
Mr. Burton	***Nay***
Mrs. Courson	***Nay***

The Chairwoman stated the motion is not approved - Mr. Covert's opposition - lack of ADA compliance for safe parental parking and possible delayed emergency response; Mr. Wolstenholme's opposition - design, and location not being for the general welfare of the neighbors; Mrs. Harper's opposition - the use does not line up with Article 13-1 as fitting with the neighborhood; Mr. Burton's opposition - the pick-up and drop-ff of 99 students having a detrimental effect on the area; and the Chairwoman's opposition - the adverse effect to the neighborhood traffic the health, safety and general welfare of the residents.

You may go by Community Development after 9:00 a.m. in the morning to pick up your paperwork.

Meeting recessed at 7:19 p.m. for a break and reconvened at 7:25 p.m.

Chairwoman called for the next order of business: a request for a Variance as presented on the meeting agenda.

A presentation of the report was given by the Director for application #2023-03, Carliste, LLC, seeking a Variance to modify the buffer zone requirements by allowing the installation of a 2.63' tall retaining wall in lieu of the required 6.0' high privacy fence.

Mrs. Jones stated and by also allowing the installation of a 4.5' wide landscape greenbelt in lieu of the required 6.0 wide landscape greenbelt at 10058 Belgrove Avenue, for Ace Hardware, on Lot 1 zoned B-2(a), Limited Local Business while

Lots 2 & 3 are zoned R-2, Medium Density Single Family Residential. Lot 2 is the homestead of Danny & Donna Parks, the original owners, who sold to Carliste, LLC and Lot 3 is vacate. The buffer is required by our Ordinance in Article 19.

Dwayne Smith, 50 N. Florida Street, Mobile, spoke in favor of Carliste, LLC, citing they wanted to do as the neighbor prefers, otherwise they have no problem doing what the Buffer Zone Ordinance calls for.

Danny Parks, 10092 Belgrove Avenue, spoke in favor of Carliste, LLC, citing that granting the variance would make the modification to the buffer requirements a welcomed advantage for his property that abuts this site.

Steve Ascik, 119 Savannah Square, Fairhope, spoke in favor of Carliste, LLC, citing that he had made a commitment to Mr. Parks to make the development as atheistically pleasing as possible when he sold me the property, but due to construction issues it has not turned out that way.

The Board questioned whether aesthetics was the reason Mr. Parks wanted the modification.

Mr. Parks answered confirming that it would be more stable and aesthetically pleasing, and it would allow easier maintenance where his fence runs with Ace's property, making it beneficial to him and Ace.

The Chairwoman closed public participation and asked last comments.

Mrs. Jones explained the four criteria for granting a variance as stated in Section 21-1(f)(3) and stated because the intent of the buffer and privacy fence is to mitigate impact when abutting residential areas, but due to these unusual circumstances the LUDO design would be less beneficial than the proposed design, and Mr. Parks has asked Carliste to reduce the requirements. A retaining wall aids in stormwater management and is completely impervious compared to a wooden privacy fence. As not to be contrary to the provisions of the Ordinance staff recommends approval so that the intent of the landscape buffer would not cause undue and unnecessary burden on Lot 2 caused by stormwater run-off and intrusion from Ace Hardware.

Hearing no other comments or discussion the Chairwoman called for an affirmatively stated motion.

A **Motion** was made by **Mr. Wolstenholme** and Seconded by **Mrs. Harper to approve Appeal #2023-03, Carliste, LLC, request for a Variance to the Daphne Land Use and Development Ordinance to allow the installation of a 2.63′ tall retaining wall in lieu of the required 6.0′ privacy fence and the installation of a 4.5′ wide landscape greenbelt in lieu of the required 6.0′ landscape greenbelt at 10058 Belgrove Avenue, zoned B-1(a) Limited Local Business**

Upon roll call vote, **the Motion carried unanimously.**

Mr. Covert	***Aye***
Mr. Wolstenholme	***Aye***
Mrs. Harper	***Aye***
Mr. Burton	***Aye***
Mrs. Courson	***Aye***

The Chairwoman stated the motion is approved and you may go by the office of Community Development around 9:00 a.m. in the morning to pick up your paperwork.

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

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

The Motion carried unanimously.

The meeting adjourned at 7:32 p.m.

Respectfully submitted by:

Pat Johnson

Pat Johnson, Recording Secretary

APPROVED: December 7, 2023

Carolyn Courson

Carolyn Courson, Chairwoman

Daphne
ALABAMA

COMMUNITY DEVELOPMENT

CITY OF DAPHNE
BOARD OF ZONING ADJUSTMENT AGENDA
December 7, 2023 - 6:00 P.M.
COUNCIL CHAMBERS, CITY HALL

1. **CALL TO ORDER** - *6:00 p.m.*

2. **CALL OF ROLL** - *Present C. Courson/D. Wolstenholme/C. Covert/T. Quinnelly/A. Harper/D. Burton*

3. **APPROVAL OF MINUTES** - *Approved*

   June 1, 2023

4. **OLD BUSINESS**

5. **NEW BUSINESS**

   Appeal #2023-04 Richard Jeremy Ingle - *Approved*

   A request for a Variance to the Daphne Land Use and Development Ordinance has been filed with the City of Daphne Board of Zoning Adjustment. The property is PPIN #8448, a vacant lot, which is zoned R-1, Low Density, Single Family Residential. The request, if granted, would establish a lot area of sixteen thousand, nine hundred and four-square feet, in lieu of the required twenty thousand square feet.

   Election of Officers - *C. Courson, Chairwoman/D. Wolstenholme, Vice Chairman*

6. **ADOURNMENT** - *6:12 p.m.*

Accepted by:

Chairman, Daphne Utilities

DAPHNE UTILITIES

WATER • NATURAL GAS • SEWER

APPROVED MINUTES

Utilities Board Meeting

Council Chambers, Daphne City Hall ◆ October 25, 2023 ◆ 5:00 p.m.

I. Call to Order

The regular October 2023, Board meeting for the Utilities Board of the City of Daphne was held on October 25, 2023, in the Council Chambers at Daphne City Hall and called to order at 5:05 p.m. by Vice Chairman Tim Patton, followed by the Roll Call:

II. Roll Call

Members Present:
Tim Patton, Vice Chairman
Billy Mayhand, Secretary/Treasurer
Councilwoman Angie Phillips, Board Member

Members Absent:
Selena Vaughn, Chairwoman
Mayor Robin LeJeune, Board Member

Others Present:
Jerry Speegle – Board Attorney - arrived at 5:20pm
Scott Polk – General Manager
Bobby Purvis – Operations Manager
Lexus Carlee – Finance Specialist
Alex Godfrey – Administrative Services Manager
Samantha Coppels – Communications Manager
Lori Wilson – Executive Assistant

Others Absent:

III. Pledge of Allegiance

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

IV. Approval of Minutes

Utilities Board Meeting Minutes September 27, 2023
Utilities Board Special Meeting Minutes October 10, 2023

The Vice Chairman requested any additions, corrections, or deletions for the submitted minutes of the September 27, 2023, Daphne Utilities Board meeting and Special Meeting of October 10, 2023.

With no additions, corrections or deletions for the submitted minutes of the September 27, 2023 Daphne Utilities Board meeting and Special Meeting of October 10, 2023, the Vice Chairman announced the minutes would stand approved as presented.

V. OLD BUSINESS –

A. RESOLUTION 2023-02 – Between the Utilities Board of the City of Daphne and the City of Fairhope to Execute an Interconnection and Water Purchase/Sale Agreement **(Board Action – Resolution)**

Mr. Scott Polk advised that this was previously discussed at the last month's board meeting, and the submitted Resolution is a formality of the approval of the Interconnect and Water Purchase/Sale Agreement with the City of Fairhope with the changes that the Board requested.

MOTION by Councilwoman Angie Phillips to approve Resolution 2023-02 to Execute an Interconnection and Water Sale/Purchase Agreement with the City of Fairhope; Seconded by Mr. Billy Mayhand.

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

VI. NEW BUSINESS –

A. RESOLUTION 2023-03 - Recommendation to adopt Juneteenth National Independence Day, June 19th, as an observed holiday to the annual Daphne Utilities holiday calendar **(Board Action – Resolution)**

Mr. Scott Polk explained that since this is a national holiday recognized by the State of Alabama and the City of Daphne, Daphne Utilities would like to recognize it as well by including it to the list of recognized holidays for next year.

MOTION by Councilwoman Angie Phillips to approve Resolution 2023-03 to Adopt Juneteenth National Independence Day as a recognized holiday for Daphne Utilities beginning in 2024; Seconded by Mr. Billy Mayhand.

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

VII. BOARD ATTORNEY'S REPORT

As Mr. Jerry Speegle had not arrived, Vice Chairman Patton proceeded to the financial report.

VIII. FINANCIAL REPORT

Finance Specialist Lexus Carlee reported for the Board: the end-of-the year revenue numbers were on target with the operating projections in the budget for last year, expenses were slightly under budget, and the total net income numbers for the year ended over the budget projections; she explained that the operating revenues were close to the budget numbers but expenses were under budget due to salaries and salary-related expenses caused by staffing difficulties throughout the year, gas purchases were lower because the cost of gas was lower than expected, and some of the major items were delayed in purchasing. She also pointed out the interest income from the operating account was over what was anticipated since moving savings into a money market account which got a much better interest rate that boosted the total net income. She then reviewed the larger costs for projects.

IX. GENERAL MANAGER'S REPORT

A. GM Report

General Manager Scott Polk updated the Board on: the Vortex Grit System at the WRF, the Village Drive water main replacement, GOMESA funds designated for US90 Force Main stabilization project is being expedited, Rehab of Well #15 (formerly Well #2), Diamante Well ribbon-cutting positive press; the next steps for the 5-Year Strategic Plan with the inclusion of the 20-year capital improvement plan for the water reclamation facility, and lastly a Spanish Fort interconnect similar to the one with the City of Fairhope.

Mr. Billy Mayhand asked about staffing shortages; Mr. Polk advised that we are in a much better position than before, receiving more applicants.

B. Operations Report

Mr. Bobby Purvis had nothing to add to his submitted report.

Mrs. Samantha Coppels thanked Mr. Patton for his participation in Grant Day; she also briefed the Board on the photos of the ReFresher training given to the employees.

Mr. Speegle arrived but had nothing to add to his report.

Councilwoman Phillips questioned Mr. Purvis about a water pressure issue that affected Rockwell Elementary in early October. Mr. Purvis explained that was a major water main break at US90 and Frederick Blvd.

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

X. BOARD ACTION – previously addressed.

XI. PUBLIC PARTICIPATION

Vice Chairman Patton announced Public Participation at 5:23 pm.

Mr. Steve Olen of 437 Village Drive addressed the Board and staff regarding the new main water line being installed on Village Drive. He commended the Daphne Utilities' crews and Bobby Purvis for their diligent work and positive customer service interaction; however, he was not so complimentary of the contractor and subcontractor working in their neighborhood and wanted the staff to know.

With no additional comments, Vice Chairman Patton closed Public Participation at 5:31 pm.

XII. BOARD COMMENTS –

Councilwoman Angie Phillips announced this would be her last meeting as Councilman Joel Coleman would be assuming her position on the Utilities Board and would remain on the Board until the end of his council term. She described her time on the Utilities Board as enjoyable and commended the staff for the organization in all aspects. She commented how proud she was to have served on the Board.

Mr. Billy Mayhand thanked Councilman Olen for making his observations known.

Vice Chairman Tim Patton thanked Councilwoman Phillips for her time serving on the Board.

XIII. ADJOURNMENT

Vice Chairman Patton called for a motion to adjourn the meeting.

MOTION by Councilwoman Angie Phillips to adjourn the meeting; Motion was Seconded by Secretary/Treasurer Billy Mayhand.

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

The meeting adjourned at 5:33pm.

Preceding minutes submitted to the Daphne Utilities Board by:

Lori Wilson

Lori Wilson, Executive Assistant, Daphne Utilities

City of Daphne
Event Permit Application

TYPE OF PERMIT: ☐ Special Event/Fundraiser ☑ Parade/Run (Streets Use) ☐ Walk (Sidewalks Only)
☐ Athletic Complex/Sporting Event ☐ Other: _____

APPLICANT & ORGANIZATION INFORMATION

ORGANIZATION NAME: Daphmont Community

APPLICANT NAME: Rev. Bryant Faust

STREET: 1003 Pickett Ave P.O. Box 251 mailing address CITY, STATE, ZIP: Daphne, Al 36526

CONTACT PHONE: (251) 626-3381 EMAIL: N/A

"ON SITE" CONTACT PERSON DAY OF EVENT: Deharline Faust

CELL PHONE: (251) 463-7090 EMAIL: DFaust1003@yahoo.com

EVENT INFORMATION

EVENT NAME: Daphmont Community Mardi Gras Parade

TYPE OF/PURPOSE OF EVENT: Parade

EVENT DATE: 2-10-24 TIME (START- END): 2pm - 3pm

ASSEMBLY TIME: 11 am # PARTICIPANTS/VEHICLES: 18 trucks & trailers

EVENT LOCATION: Daphmont Community

FULL DESCRIPTION OF EVENT (PLEASE LIST ANY TENTS, STAGING, PORT-O-LETS, OR SIMILAR ITEMS THAT WILL BE USED ON-SITE): N/A

SPECIAL REQUESTS

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

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: N/A

_____

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: _____

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 results 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: B. Faust DATE: 11/30/23

INTERNAL USE ONLY

DATE REC'D: 12-1-2023

CITY CLERK: _____

FIRE DEPT: _____

APPROVED ROUTE: _____

POLICE DEPT: _____

ROUTE MAP ATTACHED: ☐ Yes ☐ No

PUBLIC WORKS: _____

SPORTS & RECREATION: _____

EVENT FEE: ☐ Paid $_____ CHK# _____

MARKETING & EVENTS: _____

☐ Waived: _____

** REVENUE: _____

PROOF OF INSURANCE REC'D: ☐ Yes ☐ No

City of Daphne
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: The Shadow Barons

APPLICANT NAME: Tony Brunson, President

STREET: 9353 Milton Jones Road CITY, STATE, ZIP: Daphne, AL 36526

CONTACT PHONE: 251-391-3997 EMAIL: president@shadowbarons.com

"ON SITE" CONTACT PERSON DAY OF EVENT: Jay Parke

CELL PHONE: 251-623-5815 EMAIL: _____

EVENT INFORMATION

EVENT NAME: Shadow Barons Parade

TYPE OF/PURPOSE OF EVENT: Annual Mardi Gras Parade

EVENT DATE: 02/10/24 TIME (START- END): 6:45 -9:30pm

ASSEMBLY TIME: 5:00pm # PARTICIPANTS/VEHICLES: 30 units

EVENT LOCATION: Mardi Gras parade route in Olde Towne Daphne

FULL DESCRIPTION OF EVENT (PLEASE LIST ANY TENTS, STAGING, PORT-O-LETS, OR SIMILAR ITEMS THAT WILL BE USED ON-SITE): Rain Date - 2/11/24

Shadow Barons annual Mardi Gras parade. Floats will line up on Main Street behind Library with additional units assembled in Rouses parking lot.

SPECIAL REQUESTS

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

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

mardi gras route

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: TB

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 results in additional fees. I also understand that if at any time the City of Daphne appointed Law Enforcement, Code Enforcement, or other personnel feel that said rules and regulations are not being followed the function will be terminated with no refund of said fees.

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

APPLICANT SIGNATURE: _____ DATE: 12/12/2023

INTERNAL USE ONLY

DATE REC'D: 12-12-2023

CITY CLERK:

FIRE DEPT:

APPROVED ROUTE:

POLICE DEPT:

ROUTE MAP ATTACHED: ☐ Yes ☐ No

PUBLIC WORKS:

SPORTS & RECREATION:

EVENT FEE: ☐ Paid $ CHK#

MARKETING & EVENTS:

☐ Waived:

** REVENUE:

PROOF OF INSURANCE REC'D: ☐ Yes ☐ No

CITY OF DAPHNE, ALABAMA
RESOLUTION 2023 - 63

A RESOLUTION DECLARING CERTAIN PERSONAL PROPERTY SURPLUS AND AUTHORIZING DISPOSITION

WHEREAS, the Police Department of the City of Daphne has determined that Tessa, Police Drug Canine, is ready for retirement and therefore no longer required for public or municipal purposes; and

WHEREAS, Tessa has been a Police Canine for 7 ½ years; and

WHEREAS, Tessa has been requested to be adopted by his handler, Patrol Officer Brendan Stanley.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Daphne that the Police Drug Canine, Tessa, is hereby retired and declared no longer required for public or municipal purposes.

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

_____
Robin LeJeune, Mayor

ATTEST:

_____
Candace G. Antinarella, MMC, City Clerk

CITY OF DAPHNE, ALABAMA
RESOLUTION 2023-64

APPROPRIATION FOR ADDITIONAL CONTRIBUTION TO MOBILE BAY NATIONAL ESTUARY PROGRAM

WHEREAS, Ordinance 2023-35 approved and adopted the Fiscal Year 2024 Budget on September 18, 2023; and

WHEREAS, subsequent to the adoption of the Fiscal Year 2024 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2024 budget; and

WHEREAS, Mobile Bay National Estuary Program (MBNEP) has requested an additional investment from the City to further their collective impact in restoring the D'Olive Watershed and other activities related to creating a Clean Water Future for the City and the Alabama coast; and

WHEREAS, MBNEP has raised and expended over $15 million for the D'Olive Watershed remediation, including the removal of Joes Branch from the State's 303(d) List of Impaired Water Bodies, the first such delisting in coastal Alabama from stream restoration efforts; and

WHEREAS, the City values the support and tremendous progress made by MBNEP to restore the environmental resources of the Daphne community and wishes to contribute an additional $255,000 to their efforts.

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

1) Funds in the amount **$122,599.88** from the **COVID-19 Relief Fund** and **$132,400.12** from the **General Fund** are hereby appropriated and made part of the Fiscal Year 2024 Budget for an additional contribution to the Mobile Nay National Estuary Program.
2) The Mayor is hereby authorized and directed to do or perform or cause to be done or performed in the name of and behalf of the City such other acts, and to execute, deliver, file and record such other instruments, documents, certificates, notifications and related documents, all as shall be required by law or necessary or desirable to carry out the provisions and purposes of this resolution.

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

ATTEST: **Robin Le Jeune, Mayor**

Candace G. Antinarella, MMC, City Clerk

CITY OF DAPHNE, ALABAMA
ORDINANCE 2023-43

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

-

ARTICLE VIII, DEFINITIONS OF TERMS

ARTICLE XI, MINIMUM STANDARDS AND REQUIRED IMPROVEMENTS FOR SUBDIVISIONS AND COMMERCIAL SITE DEVELOPMENTS

ARTICLE XIII, DISTRICT REQUIREMENTS

ARTICLE XV, PROCEDURES FOR SITE PLAN REVIEW

ARTICLE XVII, PROCEDURES FOR SUBDIVISION REVIEW

ARTICLE XVIII, DRAINAGE, STORM WATER MANAGEMENT FACILITIES AND EROSION/SEDIMENT CONTROL

ARTICLE XXI, THE BOARD OF ZONING ADJUSTMENT

ARTICLE XXX, PLANNED UNIT DEVELOPMENT DISTRICT

ARTICLE XXXIV, SCHEDULE OF FEES

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

WHEREAS, at the City of Daphne Planning Commission regular meeting on October 26, 2023, the Commission considered certain proposed amendments to the City of Daphne Land Use & Development Ordinance, Ordinance 2011-54 (as previously amended), and set forth a favorable recommendation to the City Council of the City of Daphne; 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, and a public hearing was held before the City Council on December 18, 2023.

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

SECTION 1. AMENDMENT TO ARTICLE VIII, DEFINITIONS OF TERMS

(A) Section 8-2 of Article VIII of the Land Use and Development Ordinance is hereby amended by adding the following terms and definitions in their respective alphabetical order within such section:

Change in Use. Any activity resulting in a change in land use, intensity of use, or expansion of the sizes or numbers of structures, or the amount of land affected by a use.

Change of Occupancy. A discontinuance of an existing use and the substitution therefore of a use of a different kind or class. Additionally, a change of tenants or proprietors is included if and when there is also a change in the type, kind or class of use.

Land Use. The purpose for which any parcel or tract of land, or any building or structure is designed, maintained, renovated, occupied or used. It is the basic character or nature of the occupation or utilization of land or a building.

SECTION 2. AMENDMENT TO ARTICLE XI, MINIMUM STANDARDS AND REQUIRED IMPROVEMENTS FOR SUBDIVISIONS AND COMMERCIAL SITE DEVELOPMENTS

(A) Subsection (c) of Section 11-5 of Article XI of the Land Use and Development Ordinance is hereby repealed in its entirety.

(B) Subsection (c)(1) of Section 11-11 of Article XI of the Land Use and Development Ordinance is hereby repealed and replaced in its entirety with the following:

(1) Along the perimeter of all developments where adjacent to the right-of-way.

SECTION 3. AMENDMENT TO ARTICLE XIII, DISTRICT REQUIREMENTS

(A) Subsection (j) of subsection (1) of Section 13-7 of Article XIII of the Land Use and Development Ordinance is hereby repealed and replaced in its entirety with the following:

(j) Metal buildings may be permitted in any C/I, Commercial/Industrial, zoning district that is not located as follows: along County Road 13, Highway 98, Highway 90, Highway 181, Olde Towne Daphne, the Village Overlay District, the Eastern Shore Overlay District or, the Jubilee Retail Overlay District.

(B) Subsection (1) of Section 13-7 of Article XIII of the Land Use and Development Ordinance is hereby amended by adding the following subsection (k) immediately following subsection (j) (as amended hereinabove):

(k) A shipping container may be permitted where property is zoned C-2, Outdoor Amusement, after having received approval for said use by the Planning Commission. When approved the shipping container(s) shall be no closer than fifty (50) feet to the property lines.

… **and by reassigning the prior subsections (k) and (l) as subsections (l) and (m) without amending any of the language in either of said subsections.**

SECTION 4. AMENDMENT TO ARTICLE XV, PROCEDURES FOR SITE PLAN REVIEW

(A) Subsection (a) of Section 15-1 of Article XV of the Land Use and Development Ordinance is hereby repealed and replaced in its entirety with the following:

(a) The provisions of this Article shall be required for all residential developments involving the construction of two (2) or more dwelling units including apartments, townhouses, condominiums, business, commercial, industrial, and/or institutional structures; all existing structures which increase the gross floor area by thirty percent (30%) or more, except a single family residence; construction of a park, public way, open space, public building or structure; construction of a public utility whether publicly or privately owned; and other uses as required by the Planning Commission.

(B) Section 15-3 of Article XV of the Land Use and Development Ordinance is hereby repealed and replaced in its entirety with the following:

Any site development which is to be constructed in phases shall require a master plan of the site which shall be submitted to the Planning Commission for approval prior to submitting a site plan application. The applicant shall submit to the Department of Community Development a written request for review and approval by the Planning Commission and a copy of said master plan. The master plan shall be of sufficient detail to show the proposed site layout including building locations, parking facilities, ingress/egress, stormwater management, required buffer areas, pedestrian and vehicular networks, utilities, trash refuse areas, and amenity areas. In addition, a phasing plan shall be presented at the pre-construction meeting for review and staff approval.

(C) Subsection (e) of Section 15-4 of Article XV of the Land Use and Development Ordinance is hereby repealed and in its entirety.

(D) Article XV of the Land Use and Development Ordinance is hereby amended by inserting the following language as Section 15-6:

15-6 CHANGE IN USE/OCCUPANCY

To ensure compliance with the provisions of this Ordinance, an administrative site plan review and approval by the Director of Community Development shall be required in the following instances prior to making any modifications to the land and/or structure:

(a) for commercial, industrial, business, multi-family, townhouse or institutional uses, minor expansions and renovations, which increase the gross floor area or parking lot up to thirty percent (30%);

(b) changes in occupancy from a less intense class or kind of use to a more intense class or kind of use; or,

(c) changes in use or expansion of the size or number of structures or the amount of land affected by a use.

Some changes in use and change in occupancy may initiate the need for compliance with provisions of the Land Use and Development Ordinance such as parking, landscaping, stormwater management, signage, etc. The proposed administrative site plan shall not be approved unless the site plan is presented in a manner or revised in a manner to be compliant with said regulations.

* * *

… and by renumbering the prior Sections 15-6 through 15-11 as set forth below:

Name of Subsection	Section # Prior to Amendment	Section # As Amended
WAIVER	15-6	15-7
ISSUANCE OF SITE DISTURBANCE PERMIT	15-7	15-8
BOND REQUIREMENT FOR OFF-SITE IMPACTS	15-8	15-9
RELEASE OF BOND	15-9	15-10
ISSUANCE OF BUILDING PERMIT	15-10	15-11
FEES & APPLICATION WITHDRAWAL PROCEDURES	15-11	15-12

(E) Article XV of the Land Use and Development Ordinance is hereby amended by inserting the following language as Section 15-13:

15-13 CERTIFICATE OF OCCUPANCY

(1) When all required improvements are installed in accordance with the site plan and specifications approved by the Planning Commission, the developer or general contractor shall request a final inspection by the design engineer and the registered landscape architect. After the inspections have been completed, each (i.e., the design engineer as well as the registered landscape architect) shall forward a letter of compliance and as-built drawings to the Director of Community Development. Upon receipt thereof the Director or his/her duly authorized representative and all related staff shall inspect the site to determine if all required improvements have been satisfactorily installed. Upon receiving satisfactory inspection reports from applicable staff the director shall thereafter sign the Certificate of Occupancy.

(2) Upon receiving an unsatisfactory inspection report, staff and the contractor shall collaborate to determine measures to resolve the deficiencies that exist. If the site inspection report from staff denotes minor improvements which in the opinion of staff can be covered by a surety and a future site inspection within a six (6) month period, then the developer shall have an option to provide such surety to the Community Development Director. Upon receipt of the aforementioned surety and all other passing inspection reports the Director shall thereafter sign the Certificate of Occupancy.

   i. Said surety shall be accompanied by a certified cost estimate for specified improvements prepared by the professional whose work has been identified as deficient, i.e., the civil engineer for civil site work or the landscape architect for landscaping. The surety shall be a cashier's check or a money order from an Alabama lending institution and it shall be in the amount of one hundred and fifty percent (150%) of the estimated cost.

(3) When all required improvements are installed in accordance with the surety, the developer or general contractor shall request a final inspection by the appropriate persons. After the inspections have been completed, he/she shall forward a letter of final compliance and as-built drawings to the Director of Community Development. Upon receipt thereof the Director or his/her duly authorized representative and all related staff shall inspect the site to determine that all required improvements have been satisfactorily installed. Upon receiving satisfactory inspection reports from applicable staff the director shall release the surety.

SECTION 5. AMENDMENT TO ARTICLE XVII, PROCEDURES FOR SUBDIVISION REVIEW

(A) Section 17-2 of Article XVII of the Land Use and Development Ordinance is hereby repealed and replaced in its entirety with the following:

17-2 MASTER PLAN SUBMITTAL

Any subdivision or development which is to be developed in phases or units shall require a master plan of the proposed subdivision or development which shall be submitted to the Planning Commission for approval prior to submitting a preliminary plat application.

The subdivider shall submit to the Department of Community Development a written request for review and approval by the Planning Commission and a copy of said master plan. The master plan shall be of sufficient detail to show the proposed street, sidewalk and lot layout, drainage, utilities, detention, common open space and recreational areas, sanitary sewer collection system, i.e., low pressure system or gravity sewer, and landscaped areas.

(B) Subsection (d)(1) of Section 17-3 of Article XVII of the Land Use and Development Ordinance is hereby repealed and replaced in its entirety with the following:

(1) Plat Study:

During the thirty (30) calendar days prior to the next regularly scheduled meeting, the City Engineer, Bureau of Fire Prevention, Riviera Utilities, Daphne Utilities, Environmental Programs and any applicable utility company, local, state, and/or federal agency shall review plans and submit recommendations to the Director of Community Development prior to the initial hearing on the preliminary plat.

(a) Whenever a person, firm, corporation, developer or other entity proposes to develop any project that, in the opinion of the Director of Community Development, constitutes either a land disturbing activity which may pose a risk of drainage and/or siltation damage outside the boundaries of the project, such person, firm, corporation, developer or other entity conducting the land disturbing activity shall be required to submit a non-cancelable performance bond in the name of the permittee, or a letter of credit or cashier's check, to the City prior to the issuance of a Site Disturbance permit.

(b) At the time of the preliminary plat, the bond shall become effective and shall extend for a period of at least two (2) years following final plat approval by the Planning Commission. The bond shall be in the amount of one hundred and fifty percent (150%) of the total cost for the performance of all site work. Said bond shall cover drainage, erosion and siltation damage, if any.

(c) The Director of Community Development or other administrative official as designated by the City Council shall determine the prescribed bond, as well as the adequacy and the security thereon.

(C) Section 17-4 of Article XVII of the Land Use and Development Ordinance is hereby repealed and replaced in its entirety with the following:

17-4 FINAL PLAT APPLICATION

(a) Subdivider's Responsibility:

Within one (1) year of the date of preliminary plat approval or prior to the expiration of an extension granted by the Director of Community Development or the Planning Commission as prescribed in *Section 17-3, Effect of Preliminary Plat Approval*, the subdivider shall submit the following to the Department of Community Development:

(1) File the required application on the prescribed forms;

(2) Submit a copy of the final plat and as-built drawings of the site in accordance with *Section 17-3, Plat Content*;

(3) Submit a petition for street acceptance on prescribed forms accompanied by a street maintenance bond in an amount equal to twenty percent (20%) of the total street, utility, and drainage improvements in the subdivision; certification of improvements form signed and sealed by the design engineer and a street test report from an independent testing laboratory noting satisfactory condition of the street;

(4) Submit filing fee as enumerated in *Article 34, the Schedule of Fees*;

(5) Private restrictive covenants and deed restrictions;

(6) All inspection reports and permits; and,

(7) Applicable test reports.

These items shall be received in the Department of Community Development not less than thirty (30) calendar days prior to a regularly scheduled meeting of the Planning Commission at which meeting the subdivision plat is to be formally submitted for review.

(b) Final Plat Content:

The final plat shall conform to the conditions of the approved preliminary plat. The final plat shall show sufficient detailed data to readily determine and to accurately reproduce on the ground the location, bearing and length of every street line, lot line, boundary line, block line, and building line.

The plat shall be clearly drawn on a 24 x 36 inches sheet, at a scale of not less than one hundred (100) feet to the inch, and shall contain all information shown on the current departmental check list for a final plat (see Appendix), which may be modified at the discretion of the Director of Community Development when applicable.

(c) Fees and Application Withdrawal Procedures:

Said fees and procedures are as prescribed in *Section 17-3(c), Fees & Application Withdrawal Procedures,* herein.

(d) Financial Guarantees of Performance in Lieu of Full Installation of Minor Improvements:

(1) The subdivider shall be responsible for the full installation of all required minimum improvements. Prior to the submission of a final plat application all major infrastructure improvements shall be installed. The following may be covered by a financial surety where found appropriate by city staff: final wearing surface; street lights, provided that a "paid in full" service invoice is submitted with the application; and/or minor landscape and streetscape items.

i. With regard to the delayed installation of minor landscape and/or streetscape, one (1) of the following may be accepted as a financial guarantee payable to the City of Daphne: a letter of credit or certified check from an Alabama lending institution in the amount of one hundred and fifty percent (150%) of the cost of the required improvements that remain unfinished.

ii. With regard to the installation of the final wearing surface, a surety may be accepted as a financial guarantee payable to the City of Daphne. Contingent upon a favorable recommendation by the City Engineer, the surety may be eligible for release twenty-four (24) months after the installation of the final wearing surface.

One (1) of the following may be accepted as a financial guarantee payable to the City of Daphne: a letter of credit or certified check from an Alabama lending institution in an amount of one hundred and fifty percent (150%) of the cost of the final wearing surface.

(2) A cost estimate for any remaining civil improvements shall be certified and submitted by the design engineer with the application for final plat approval; a cost estimate of any remaining landscaping and/or streetscape improvements must be certified and submitted by the professional landscape architect with the application for final plat approval and the financial guarantee.

(3) Sidewalks around all common areas shall be installed prior to final plat approval. A surety for all remaining sidewalk improvements shall be determined as provided in Section (e) Maintenance Bonds Subsection (2) provided herein.

(e) Maintenance Bonds:

(1) Street Maintenance Bond. The developer/owner shall submit to the Department of Community Development a Street Maintenance Bond payable to the City of Daphne which shall be valid for a period of two (2) years. The bond shall be in an amount equal to twenty percent (20%) of the total street, utility, and drainage improvements in the subdivision. Said bond shall be required as a condition to dedication and acceptance of any new streets within the corporate limits. The Director of Community Development or the City Engineer or other administrative official as designated by the City Council shall determine the adequacy of said bond and security thereon.

The Street Maintenance Bond period shall begin upon the acceptance of the street and drainage improvements by resolution of the City Council. No less than thirty (30) calendar days prior to the expiration of said maintenance bond, an inspection shall be conducted by the City Engineer and the Environmental Programs to ensure that the improvements are in satisfactory condition prior to acceptance.

The Director of Community Development, upon receipt of recommendations of the City Engineer and Environmental Programs, may release or extend a street maintenance obligation. An extension of the Street Maintenance Bond shall be for a period of time no greater than one (1) year. Upon approval of an extension of the original Street Maintenance Bond period, the developer/owner or assign thereof shall submit to the Department of Community Development sufficient proof of the extended bond, and the Director of Community Development or the City Engineer shall determine the adequacy of said extended bond and security thereon.

(2) Sidewalk Installation Bond. If applicable, the developer/owner shall submit to the Department of Community Development a Sidewalk Installation Agreement, a cost estimate for all undeveloped portions of the planned sidewalk network certified by the project civil engineer, and a financial guarantee of performance to be used by the City of Daphne which shall be valid for a period of two (2) years. The Sidewalk Installation Bond shall be in an amount equal to two hundred percent (200%) of the cost of the required sidewalk improvements for the applicable phase of the subdivision. The Director of Community Development or the City Engineer or other administrative official as designated by the City Council shall determine the adequacy of said bond and security thereon.

The developer/owner may request renegotiation of the Sidewalk Installation Agreement with the City once fifty percent (50%) of the planned sidewalk network has been constructed. If the planned sidewalk network is not fully installed prior to the expiration date of the Sidewalk Obligation Bond period, or any extension thereof, the City shall cause the sidewalk network to be completed using the funds from the bond.

Prior to the original expiration date of the Sidewalk Obligation Bond period, the developer/owner or assign thereof may submit a request to the Director of Community Development for an extension of the original sidewalk obligation.

The sidewalk obligation may be extended beyond the originally specified period with sufficient cause as documented by the developer or assign as follows:

i. Small Subdivisions. Any recorded subdivision or subdivision phase with less than one thousand (1,000) linear feet of sidewalk shall not qualify for an extension.

ii. Medium Subdivisions. Any recorded subdivision or subdivision phase with over one thousand (1,000) linear feet of sidewalk but less than five thousand (5,000) linear feet of sidewalk shall be eligible for a 12-month extension.

iii. Large Subdivisions. Any recorded subdivision or subdivision phase with over five thousand (5,000) linear feet of sidewalk shall be eligible for a 24-month extension.

Upon approval of an extension of the original Sidewalk Obligation Bond period, the developer/owner or assign thereof shall submit to the Department of Community Development sufficient proof of the extended bond, and the Director of Community Development or other administrative official as designated by the City Council shall determine the adequacy of said bond and security thereon.

The Director of Community Development, upon the receipt of recommendations of the City Engineer and Environmental Programs, may release any Sidewalk Installation Bond obligation or portion thereof.

(f) Department of Community Development Review:

The Department of Community Development shall proceed with the final plat review as follows:

(1) Plat Study:

During the thirty (30) calendar days prior to the next regularly scheduled meeting, the Department of Community Development shall review the final plat for compliance with the subdivision regulations and submit any recommendations to the Planning Commission at its meeting.

(2) Commission Action:

The final plat is considered to be formally and officially submitted at the regularly scheduled meeting of the Planning Commission. At this meeting, the Commission may either:

(a) Approve the final plat.

(b) Disapprove the final plat:

Such action may result if the final plat is found to be in conflict with the approved preliminary plat or with the subdivision regulations.

A statement of the reasons for disapproval shall be forwarded by letter to the subdivider and one copy being filed in the records of the Department of Community Development. No certificate of approval shall be given. The subdivider may resubmit the final plat application for another hearing after the corrections as noted by the Planning Commission have been made to the plat.

(c) Delay action on the final plat:

The Commission shall act to approve or disapprove a subdivision plat within thirty (30) calendar days after its formal submission at a regularly scheduled Planning Commission meeting. If the applicant waives this requirement and consents to an extension, then the Commission may delay action on the plat up to thirty (30) additional calendar days.

If no action is taken within the initial thirty (30) calendar day period, or if no action is taken upon the (30) thirty calendar day extension, said plat shall be deemed to have been approved and correspondence to that effect shall be issued by the Commission on request.

(3) Records:

In any case, the Planning Commission shall retain one (1) copy of the final plat as presented to the Planning Commission in its files with indication in writing of the action taken at the hearing.

If any of the requirements of these regulations are modified or waived, they shall be specified and the reasons therefore given.

(D) Article XVII of the Land Use and Development Ordinance is hereby amended by inserting the following language as Section 17-5:

17-5 EFFECT OF FINAL PLAT APPROVAL

(a) Approval of the final plat by the Planning Commission shall authorize the owner, subdivider, or his agent, to have said plat recorded in the Office of the Judge of Probate of Baldwin County.

(b) The plat shall be filed prior to the sale of any lot in the subdivision. Copies of all private covenants, deed restrictions, and certifications shall be filed with the final plat. Once approval has been given and endorsed in writing on the plat by the Planning Commission and/or the Director of Community Development, no changes, erasures, modifications or revisions shall be made on said plat.

(c) In the event that any subdivision plat, when recorded, contains changes which have not been approved by the Planning Commission, said plat shall be considered null and void, and the Planning Commission shall then file the corrected plat as approved, noting the reason for such filing. Any erasures made on a plat prior to its signing shall be initialed and dated by the Planning Commission Chairman or other authorized agent and/or the Director of Community Development, at the time of the signing.

(d) The approval of the final plat shall be recorded within a period of one (1) year following the date of such approval. Upon recording, the owner or developer shall furnish to the Department of Community Development a copy of the recorded plat and recorded restrictive covenants. Additionally, the Articles of Incorporation for the establishment of a property owner's association shall be furnished to Community Development upon recording. In any event, the developer or assign thereof shall guarantee that the sidewalk installation surety is sufficient in cost and that said surety shall be valid for a period of two years after the first building permit is issued by Building Inspections.

(e) Approval and recordation of the final plat does not result in the acceptance of any street or other public space shown on the plat. Council resolution accepting dedication of streets is required as noted in *Section 17-6.* In the event that the subdivider proposes to privately maintain the street right(s)-of-way and drainage and utility easements, the

developer shall state on the final plat the entity that will maintain said infrastructure. Such information shall also be included in the trust indentures.

(E) Article XVII of the Land Use and Development Ordinance is hereby amended by inserting the following language as Section 17-6:

17-6 STREETS – PROCEDURE TO ACHIEVE LEGAL STATUS AS A PUBLICLY MAINTAINED RIGHT-OF-WAY

(a) The City of Daphne shall not accept, open, improve, maintain, grade or light any street right(s)-of-way and/or drainage and utility easement; authorize water mains, sanitary sewer, or connections to be made to any street, unless:

(1) The street right(s)-of-way is a part of a subdivision plat approved by the Planning Commission; and,

(2) Such street has been accepted or otherwise granted the legal status of a public street; and,

(3) The right(s)-of-way corresponds with a street shown on the Comprehensive Plan; and,

(4) Petition for acceptance and dedication of the street right(s)-of-way and drainage and utility easement(s) has been accepted and adopted by City Council Resolution.

SECTION 6. AMENDMENT TO ARTICLE XVIII, DRAINAGE, STORM WATER MANAGEMENT FACILITIES AND EROSION/SEDIMENT CONTROL

(A) Subsection B of Section 18-2 of Article XVIII of the Land Use and Development Ordinance is hereby repealed and replaced in its entirety with the following:

B. Provision for Additional Engineer's Review:

The intent of this provision is to protect and improve water quality and stream conditions within the City of Daphne, particularly those on the ADEM 303(d) List of Impaired Streams. The purpose of this provision is to mitigate the impact of potential or future development in support of the Daphne MS4 permit program and to uphold the provisions of this article.

Where deemed appropriate by the City Engineer, any drainage and stormwater management plan submitted for review by the Planning Commission that could impact a stream listed on the ADEM 303(d) Impaired Streams list, may be subject to an additional review by a qualified professional civil engineer with experience in stormwater management (consultant engineer). The applicant/developer/owner may be required to modify stormwater and drainage plans to accommodate the recommendations of the consultant engineer.

All costs incurred for this additional engineer's review shall be paid by the developer/owner/ applicant prior to the submittal of any subsequent application for review.

(B) Subsection D(4) of Section 18-3 of Article XVIII of the Land Use and Development Ordinance is hereby repealed and replaced in its entirety with the following:

(4) Any request for a modification to any stream or wetland buffer zone shall be reviewed by the Planning Commission. The design engineer must demonstrate the need for the proposed modification through safety or design specifications. Each request will

be considered on a case by case basis. If a stream or wetland buffer zone modification is approved, the project developer shall provide a bond in an amount determined by the Planning Commission on a case by case basis. The contractor selected to perform work within the specified stream or wetland buffer area shall carry Errors and Omissions Insurance at a minimum coverage of at least one million dollars ($1,000,000). The bond and proof of said coverage shall be provided prior to the issuance of the Site Disturbance Permit.

SECTION 7. AMENDMENT TO ARTICLE XXI, THE BOARD OF ZONING ADJUSTMENT

(A) Subsection (f)(2) of Section 21-1 of Article XXI of the Land Use and Development Ordinance is hereby repealed and replaced in its entirety with the following:

(2) Special Exceptions:

To hear and decide special exceptions to the terms upon which said Board is required to pass under this Ordinance. Such special exception may be granted in such individual case upon finding by the Board that:

(a) The overall development would be in harmony with the vicinity; and orderly.

(b) Adequate utilities and public services are available.

(c) The use would not create an adverse impact to the health, safety and public welfare of the vicinity.

(d) Mitigating efforts exist to reduce any potential minor impacts to the vicinity.

(B) Section 21-3 of Article XXI of the Land Use and Development Ordinance is hereby repealed and replaced in its entirety with the following:

21-3 LIMITATION, WITHDRAWAL, CITIZEN APPEALS

(a) A property owner, or his/her appointed agent, shall not initiate action for a hearing before the Board relating to the same parcel of land, for which the request was not approved by the Board, more often than once every twelve (12) months on the same request.

(b) Any petition for a hearing before the Board may be withdrawn prior to action thereon by the Board at the discretion of the person initiating such a request upon providing written notice to the Recording Secretary of the Board.

(c) Any person or persons severally or jointly aggrieved by any decision of the Board may, within fifteen (15) calendar days thereafter, make an appeal to the circuit court or the like jurisdiction, by filing with the Board of Zoning Adjustment a written notice of appeal specifying the judgment or decision from which appeal is taken.

SECTION 8. AMENDMENT TO ARTICLE XXX, PLANNED UNIT DEVELOPMENT DISTRICT

(A) Section 30-1 of Article XXI of the Land Use and Development Ordinance is hereby repealed and replaced in its entirety with the following:

30-1 GENERAL

The Planned Unit Development (PUD) District is designed to permit flexible development of projects which are comprehensively planned as a single development with a functional master development plan which fully considers the entire site as an integrated project and gives broad

consideration to impacts and relationships to surrounding areas. The PUD District permits flexibility in locating buildings, mixtures of building types, land uses and open spaces. In permitting such flexibility, the City Council should consider goals in the City comprehensive plan and other broad public benefits demonstrated in a master development plan. Upon recommendation by the Planning Commission or with sufficient cause, the City Council may attach conditions to a master development plan proposed for a PUD to safeguard the public health, safety, morals and general welfare of the City of Daphne.

In theory, a PUD zoned development, could modify (increase or decrease) the minimum setbacks, lot area and lot width, increase building height, minimum sidewalk and street standards, minimum parking requirements, while providing a more desirable area for open space and amenities for public and private use. Where such flexibility is permitted as established in this section and in the subdivision regulations, PUD project design and construction shall follow a PUD General Plan which shall be prepared in accordance with the development procedure prescribed in this Article. Where PUDs are permitted, regulations adapted to the unified development are intended to accomplish the purposes of zoning and subdivision regulations.

Overall, the City desires PUD zoning to produce development that is superior to development designed under conventional zoning and subdivision regulations. Each PUD should provide public benefits that promote the best interest of the city. In general, a public benefit shall be construed as one which furthers the goals and objectives provided in the city's master plan. The city's master plan includes the comprehensive plan, unified development code, transportation plan, capital improvement plan, or other plans of a similar nature.

SECTION 9. AMENDMENT TO ARTICLE XXXIV, SCHEDULE OF FEES

(A) Section 34-1 of Article XXXIV of the Land Use and Development Ordinance is hereby repealed and replaced in its entirety with the following:

34-1 FEES

With the exception of sign permits, the following is a schedule of fees assessed by the Department of Community Development in the administration of the Land Use and Development Ordinance. Sign permit requests shall be reviewed by the Code Enforcement Officer as provided in *Article 33, Sign Provisions*.

Description	Fee
Administrative Review Request-BZA	$300.00
Annexation with R-1 zoning	n/a
Annexation with Zoning Petition[a]	$500.00
Certificate of Occupancy Request for Final - Inspection[e]	$1,000.00
Certificate of Occupancy Request for Final - Reinspection[e]	$1,000.00
Final Plat Application (Includes Final Inspection) [e]	The greater of $2,500.00 or $50 per lot
Final Plat Request for Reinspection[e]	The greater of $2,500.00 or $50 per lot
Grand Opening Sign Permit	$25.00
Master Plan Review or Master Plan Amendment Review	$50.00
Mobile Home Park Annual License	Contact Revenue Department
Mobile Home Park Application	See Site Plan

Notice to Public by Certified Mail Per adjoining property owner plus one	Standard Rate of USPS
Plat Amendment	$100.00
Preliminary or Preliminary/Final Plat Application[a]	$300.00
Public Hearing Advertisement Fee	$125.00
Request for the Extension (Site Plan or Preliminary Subdivision Plat approval)	$100.00 per request
Request for the Extension of Reversionary Period	$500.00
Sign Permit	$2.50 per square foot (minimum $25.00)
Site Disturbance Permit Said fee is based upon site costs, not to include cost of building construction. Application shall be accompanied by a cost estimate of incomplete work certified by the project engineer.	$20.00 application fee plus $5.00 per $1,000 or fraction thereof
Site Plan Application	$500.00
Site Plan Renewal/Extension Fee	$100.00
Special Exception Application[a]-BZA	$300.00
Subdivision Per Lot Fee	$20.00
Subdivision Plat Exemption and/or Modification	$50.00
Vacation of Easement and/or Right-of-Way	$200.00
Variance Application[a]-BZA	$300.00
Zoning Amendment Application[a]	$500.00

NOTES:

a. Any application which requires a public hearing shall be assessed a fee determined as follows: [application fee + ((public notice fee) **x** (number of adjacent properties, plus one)) + $125.00].
b. Subdivisions requiring a public hearing shall be calculated as above plus an additional fee for each lot (number of lots) **x** (per lot fee).
c. Sign permit applications shall be submitted to the City of Daphne Revenue Department.
d. Mobile Home Park Annual License shall be submitted to the City of Daphne Revenue Department.
e. All final inspection/reinspection fees shall be paid by the developer or contractor prior to Community Development Director signing any Certificate of Occupancy and/or any Final Plat.

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SECTION 10. CONFLICT WITH OTHER ORDINANCES

Any Ordinance heretofore adopted by the City Council of Daphne, Alabama, which is in conflict with this Ordinance, is hereby repealed to the extent of such conflict.

SECTION 11. 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 12. 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 _____, 2024.

ATTEST: **Robin LeJeune, Mayor**

Candace G. Antinarella, MMC, City Clerk

CITY OF DAPHNE, ALABAMA
ORDINANCE 2023-44

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

WHEREAS, the Planning Commission of the City of Daphne, Alabama at their regular meeting held on December 16, 2021, favorably recommended to the City Council of the City of Daphne certain amendments to the Daphne Land Use and Development Ordinance / Zoning District Map approved and adopted by Ordinance No. 2011-54, referenced in Appendix H "Exhibit A" thereof, and amended by Ordinance No. 2016-69, Ordinance No. 2017-49, Ordinance No. 2018-02, Ordinance 2018-27, Ordinance 2019-19, Ordinance 2020-12, Ordinance 2020-28, Ordinance 2022-20 and Ordinance 2022-51; and

WHEREAS, said amendments are necessary due to various rezoning and annexation requests which have been approved since the adoption of Ordinance No. 2022-51; and

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

WHEREAS, a public hearing regarding the proposed Zoning District Map amendments was held by the City Council on December 18, 2023; and

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

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

SECTION I: ZONING DISTRICT MAP

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

SECTION II: REPEALER

Ordinance No. 2011-54, Appendix H "Exhibit A", Ordinance No. 2016-69, Ordinance No. 2017-49, Ordinance No. 2018-02, Ordinance 2018-27, Ordinance 2019-19, Ordinance 2020-12, Ordinance 2020-28, Ordinance 2022-20 and Ordinance 2022-51 are hereby repealed, and any Ordinance(s), parts of Ordinance(s) or Resolution(s) conflicting with the provisions of this Ordinance are hereby repealed insofar as they conflict.

SECTION III: EFFECTIVE DATE

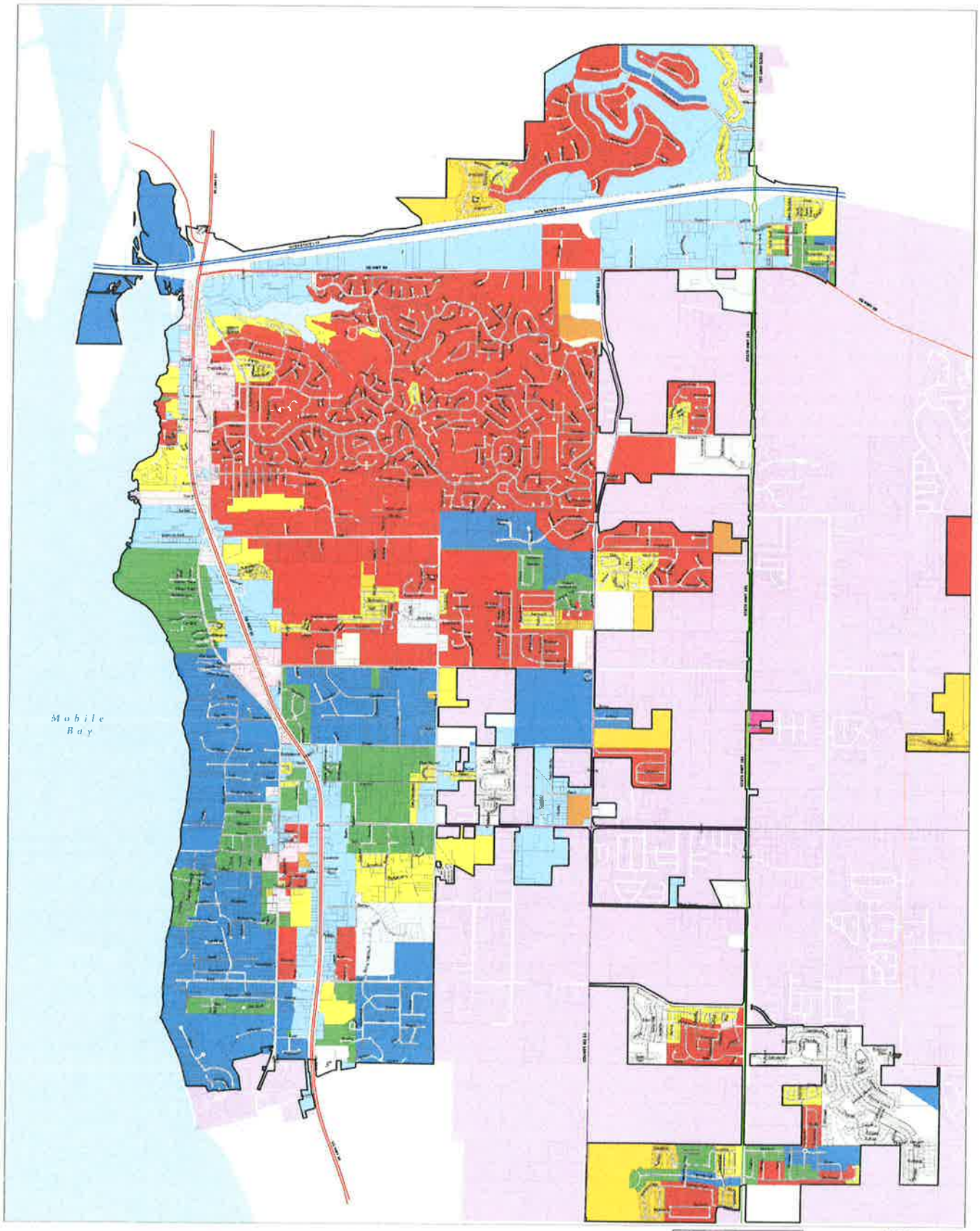
This Ordinance shall take effect and be in force from and after the date of its approval by the City of Daphne City Council and publication as required by law.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA ON THIS _____ DAY OF _____, 202__.

_____
Robin LeJeune, Mayor

ATTEST:

_____
Candace G. Antinarella, MMC, City Clerk

City of Daphne Zoning Map

Per Ordinance xxxx-xx Adopted by City Council on xxx xx, 2023